CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

April 9, 2026

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Creekview Community Development District

OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W●Boca Raton, Florida 33431
Phone: (561) 571-0010●Toll-free: (877) 276-0889●Fax: (561) 571-0013
https://creekviewcdd.net/

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

April 2, 2026

Board of Supervisors
Creekview Community Development District

Dear Board Members:

The Board of Supervisors of the Creekview Community Development District will hold a Regular Meeting on April 9, 2026 at 2:00 p.m., at the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073. The agenda is as follows:

1. Call to Order/Roll Call

2. Public Comments

3. Consent Agenda

   A. Ratification/Consideration of Requisitions: Series 2022 *(support documentation available upon request)*

I.	Number 443	England-Thims & Miller, Inc.	[$50,269.10]
II.	Number 444	Three Rivers CDD	[$25,243.85]
III.	Number 445	Clary & Associates, Inc.	[$985.00]
IV.	Number 446	Clary & Associates, Inc.	[$2,125.00]
V.	Number 447	Clary & Associates, Inc.	[$750.00]
VI.	Number 448	Creative Mailbox Designs	[$9,952.66]
VII.	Number 449	England-Thims & Miller, Inc.	[$37,130.52]
VIII.	Number 450	England-Thims & Miller, Inc.	[$38,836.48]
IX.	Number 451	Basham & Lucas Design Group, Inc.	[$10,535.40]
X.	Number 452	England-Thims & Miller, Inc.	[$37,265.01]

   B. Ratification/Consideration of Requisitions Series 2024 *(support documentation available upon request)*

I.	Number 143	Clary & Associates, Inc.	[$1,070.00]
II.	Number 144	SES Environmental Resource SOL	[$8,436.84]

III.	Number 145	Gemini Engineering & Sciences, Inc.	[$4,680.00]
IV.	Number 146	England-Thims & Miller, Inc.	[$42,972.63]
V.	Number 147	Kilinski | Van Wyk PLLC	[$866.00]
VI.	Number 148	Clary & Associates, Inc.	[$650.00]
VII.	Number 149	Jax Utilities Management, Inc.	[$551,976.12]
VIII.	Number 150	Jax Utilities Management, Inc.	[$168,886.24]
IX.	Number 151	Jax Utilities Management, Inc.	[$113,516.51]
X.	Number 152	Ferguson Enterprises, LLC	[$311,533.40]
XI.	Number 153	Kilinski | Van Wyk PLLC	[$509.00]
XII.	Number 154	England-Thims & Miller, Inc.	[$57,871.57]
XIII.	Number 155	Creative Mailbox Designs	[$35,680.28]
XIV.	Number 156	Ruppert Landscape, LLC	[$357,847.87]
XV.	Number 157	ECS Florida, LLC	[$2,500.00]
XVI.	Number 158	SES Environmental Resource SOL	[$16,109.25]
XVII.	Number 159	Jax Utilities Management, Inc.	[$368,040.64]
XVIII.	Number 160	Jax Utilities Management, Inc.	[$846,291.52]
XIX.	Number 161	Clary & Associates, Inc.	[$850.00]
XX.	Number 162	England-Thims & Miller, Inc.	[$83,152.50]
XXI.	Number 163	Jax Utilities Management, Inc.	[$748,185.41]
XXII.	Number 164	ECS Florida, LLC	[$3,200.00]
XXIII.	Number 165	Creative Mailbox Designs	[$1,734.11]
XXIV.	Number 166	Kilinski | Van Wyk PLLC	[$1,560.50]
XXV.	Number 167	Kilinski | Van Wyk PLLC	[$1,455.00]
XXVI.	Number 168	First Coast Electric, LLC	[$11,900.00]
XXVII.	Number 169	Clary & Associates, Inc.	[$650.00]
XXVIII.	Number 170	England-Thims & Miller, Inc.	[$78,713.36]
XXIX.	Number 171	Ferguson Enterprises, LLC	[$75,051.20]
XXX.	Number 172	Jax Utilities Management, Inc.	[$377,561.82]

C. Ratification Items

I. Gemini Engineering & Sciences, Inc. Addendum to Agreement [LOMR Creekview Trail Areas 4A, 4B and APF Road]

II. Ruppert Landscape, LLC Agreements

a. Landscape and Irrigation Installation [Area 4B Sod Installation]

b. Second Addendum to Agreement for Landscape Installation

c. Proposal for Mowing Services [APF Road Hyland]

d. Proposal for Tree Replacements and Landscape Enhancement Services and Addendum to Proposal

e. Third Addendum to Agreement for Landscape Installation

III. Creative Builder Services, Inc. d/b/a Creative Mailbox Designs Addendum to Agreement [Installation, Hardware and Materials for Construction of Mailbox Kiosk]

IV. Beach Side Pressure Washing, LLC Proposal for Fence Installation Services and Addendum to Proposal

V. ECS Florida, LLC

a. Addendum to Agreement [Lee Parcel – Groundwater Analysis]

b. Authorization for Professional Services

VI. SES Environmental Solutions, LLC Addendum to Agreement [Fire Station Exclusion Fence and Contract Consolidation]

VII. Jax Utilities Management, Inc. Change Order No. 12 [Creekview Area 4]

VIII. OnSight Industries, LLC Proposal W000415789 Stop with Backer and Pole Replacement

IX. First Coast Electric, LLC Proposal for Electrical Services and Addendum to Proposal

X. Florida ULS Operating LLC d/b/a United Land Services Agreement for Landscape and Irrigation Maintenance Services [Areas 1, 2 & APF-1]

XI. Ferguson Enterprises, LLC d/b/a Ferguson Waterworks Purchase Requisition Request Form [Creekview Trail Area 4C]

XII. Comcast Cable Communications Management, LLC Equipment Grant of Easement

XIII. Chelone, LLC Gopher Tortoise Recipient Site Agreement

4. Consideration of Resolution 2026-04, Electing and Removing Officers of the District and Providing for an Effective Date

5. Consideration of Resolution 2026-05, Designating the Authorized Signatories for the District's Operating Bank Account(s) and Providing for an Effective Date

6. Consideration of Jax Utilities Management, Inc. Assignment of Area 3 Mass Grading Construction Contract

7. Consideration of Resolution 2026-01, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date

8. Acceptance of Unaudited Financial Statements as of February 28, 2026

9. Approval of December 11, 2025 Regular Meeting Minutes

10. Staff Reports
    A. District Counsel: *Kilinski | Van Wyk*
    B. District Engineer: *England-Thims & Miller, Inc.*
    C. Field Operations: *FirstService Residential*
    D. District Manager: *Wrathell, Hunt and Associates, LLC*
        - NEXT MEETING DATE: May 14, 2026 at 2:00 PM
            - QUORUM CHECK

SEAT 1	ROSE BOCK	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	MIKE TAYLOR	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JOE CORNELISON	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	GREGG KERN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	BRAD ODOM	☐ IN PERSON	☐ PHONE	☐ NO

        - Performance Measures/Standards & Annual Reporting Form *(for informational purposes)*

11. Board Members' Comments/Requests

12. Public Comments

13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (863) 510-8274 or Ernesto Torres at (904) 295-5714.

Sincerely,

Felix Rodriguez
Felix Rodriguez
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 280 2710

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3

CONSENT AGENDA

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

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CONSENT AGENDA

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

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CONSENT AGENDA

REQUISITION #443

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) Requisition Number: **443**

(B) Name of Payee: **England-Thims & Miller, Inc.**
[redacted]

(C) Amount Payable: **$ 50,269.10**

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

Invoice 223050 (Nov 2025) Area 6 Phase 1 CEI Services (WA#26)	$ 6,427.50
Invoice 223051 (Nov 2025) Rolling River Boulevard Extension (WA#5)	$ 41,144.10
Invoice 223052 (Nov 2025) Hyland Trail Amenity Center-CEI (WA#28)	$ 2,697.50
TOTAL	**$ 50,269.10**

(E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

Scott A. Wild

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

November 26, 2025
Invoice No: 223050

Total This Invoice $6,427.50

Project 17115.22000 Area 6 - Phase 1 CEI Services (WA#26)

Professional Services rendered through November 22, 2025

Phase 01. CEI Services

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	11/1/2025	1.00	255.00	255.00
Wild, Scott	11/8/2025	3.00	255.00	765.00
Wild, Scott	11/15/2025	4.00	255.00	1,020.00
Wild, Scott	11/22/2025	1.00	255.00	255.00
Project Manager/Construction Project Man				
Blalock, Clinton	11/15/2025	4.25	225.00	956.25
Blalock, Clinton	11/22/2025	1.00	225.00	225.00
Ellins, Jason	11/1/2025	.50	225.00	112.50
Ellins, Jason	11/8/2025	2.00	225.00	450.00
Ellins, Jason	11/15/2025	1.00	225.00	225.00
Ellins, Jason	11/22/2025	.50	225.00	112.50
Administrative Support				
Blair, Shelley	11/22/2025	2.00	110.00	220.00
Totals		20.25		4,596.25
Total Labor				**4,596.25**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	4,596.25	33,755.00	38,351.25
Limit			59,071.00
Remaining			20,719.75

Total this Phase $4,596.25

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	11/8/2025	2.00	255.00	510.00

Engineering Intern					
Hebb, Cara	11/1/2025	.50	150.00	75.00	
Hebb, Cara	11/8/2025	.50	150.00	75.00	
Hebb, Cara	11/15/2025	.50	150.00	75.00	
Hebb, Cara	11/22/2025	.50	150.00	75.00	
Totals		4.00		810.00	
Total Labor					**810.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	810.00	1,687.50	2,497.50	
Limit			41,976.00	
Remaining			39,478.50	
		Total this Phase		**$810.00**

Phase 03. CDD Tax Exempt Purchase Requisitions

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	0.00	0.00	0.00	
Limit			15,000.00	
Remaining			15,000.00	
		Total this Phase		**0.00**

Phase 04. Owner Requested Plan Revisions

Labor

		Hours	**Rate**	**Amount**	
GIS Analyst					
Duggan, Hayes	11/1/2025	.25	155.00	38.75	
Engineering/Landscape Designer					
Jeter, Matthew	11/8/2025	2.50	155.00	387.50	
Jeter, Matthew	11/15/2025	1.00	155.00	155.00	
Administrative Support					
Blair, Shelley	11/8/2025	2.00	110.00	220.00	
Blair, Shelley	11/15/2025	2.00	110.00	220.00	
Totals		7.75		1,021.25	
Total Labor					**1,021.25**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	1,021.25	9,096.25	10,117.50	
Limit			20,000.00	
Remaining			9,882.50	
		Total this Phase		**$1,021.25**

Phase XP. Expenses

Total this Phase	**0.00**
Total This Invoice	**$6,427.50**

Outstanding Invoices

Number	Date	Balance
222000	10/2/2025	8,133.03
222538	10/30/2025	6,273.88
Total		**14,406.91**

Total Now Due	**$20,834.41**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

November 26, 2025
Invoice No: 223051

Total This Invoice $41,144.10

Project 17115.23000 Rolling View Boulevard Extension (WA#5)

Professional Services rendered through November 22, 2025

Phase 01. Rolling View Blvd Design & Constuction D

Total Fee	248,544.00
Percent Complete	15.00

Total Fee **28,019.10**

Total this Phase **$28,019.10**

Phase 01.1 Lump Sum

	Fee	Percent Complete	Earned	Current Billing
02.Sandridge Road Design & Contruction Docs	32,400.00	80.00	25,920.00	11,340.00
03.Preliminary Traffic Analysis	12,300.00	0.00	0.00	0.00
04.Code Minimum Landscape Plan	11,500.00	0.00	0.00	0.00
05.Regulatory Permitting				
05.1.Clay County Plan Review	7,800.00	0.00	0.00	0.00
05.2.CCUA Utility Plan Approval	9,000.00	0.00	0.00	0.00
05.3.CCUA San Sew Coll Sys Gen Permit	2,400.00	0.00	0.00	0.00
05.4.CCUA Water Dist Sys Gen Permit	2,400.00	0.00	0.00	0.00
05.5.FDOT Access Permit	17,400.00	0.00	0.00	0.00
05.6.FDOT Drainage Permit	8,400.00	0.00	0.00	0.00
05.7.SJRWMD ERP Modification	22,080.00	0.00	0.00	0.00
06.Electric Design Coordination	5,000.00	0.00	0.00	0.00
07.FDOT/Clay County Coordination	8,100.00	40.9259	3,315.00	0.00
Total Fee	138,780.00		29,235.00	11,340.00

Total Fee **11,340.00**

Total this Phase **$11,340.00**

Phase 08. Project Management

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	11/1/2025	1.00	255.00	255.00	
resubmittal coordination					
Wild, Scott	11/8/2025	2.00	255.00	510.00	
geometry coordination					
Wild, Scott	11/15/2025	1.00	255.00	255.00	
coordination					
Wild, Scott	11/22/2025	3.00	255.00	765.00	
exhibit prep					
Totals		7.00		1,785.00	
Total Labor					**1,785.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	1,785.00	3,315.00	5,100.00
Limit			10,000.00
Remaining			4,900.00

Total this Phase **$1,785.00**

Phase XP. Expenses

Total this Phase **0.00**

Total This Invoice **$41,144.10**

Outstanding Invoices

Number	**Date**	**Balance**
222001	10/2/2025	5,460.00
222539	10/30/2025	15,458.30
Total		**20,918.30**

Total Now Due **$62,062.40**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

November 26, 2025
Invoice No: 223052

Total This Invoice $2,697.50

Project 17115.24000 Hyland Trail Amenity Center-CEI (WA#28)

Professional Services rendered through November 22, 2025

Phase 01. Limited Construction Admin Services

Labor

		Hours	Rate	Amount	
Project Manager/Construction Project Man					
Blalock, Clinton	11/22/2025	.25	225.00	56.25	
Ellins, Jason	11/1/2025	.50	225.00	112.50	
Ellins, Jason	11/8/2025	2.00	225.00	450.00	
Ellins, Jason	11/15/2025	1.00	225.00	225.00	
Ellins, Jason	11/22/2025	.50	225.00	112.50	
Engineering/Landscape Designer					
Jeter, Matthew	11/1/2025	.50	155.00	77.50	
Jeter, Matthew	11/8/2025	2.00	155.00	310.00	
Totals		6.75		1,343.75	
Total Labor					**1,343.75**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	1,343.75	26,802.50	28,146.25
Limit			49,725.00
Remaining			21,578.75

Total this Phase $1,343.75

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	11/1/2025	2.00	255.00	510.00	
Project Manager/Construction Project Man					
Blalock, Clinton	11/15/2025	.25	225.00	56.25	
Totals		2.25		566.25	
Total Labor					**566.25**

Billing Limits	Current	Prior	To-Date
Labor	566.25	873.75	1,440.00
Limit			19,875.00
Remaining			18,435.00

Total this Phase **$566.25**

Phase 03. Owner Requested Plan Revisions

Labor

		Hours	Rate	Amount
Project Manager/Construction Project Man				
Blalock, Clinton	11/15/2025	2.50	225.00	562.50
Engineering Intern				
Hebb, Cara	11/1/2025	1.50	150.00	225.00
Totals		4.00		787.50
Total Labor				**787.50**

Billing Limits	Current	Prior	To-Date
Labor	787.50	6,131.25	6,918.75
Limit			10,000.00
Remaining			3,081.25

Total this Phase **$787.50**

Phase XP. Expenses

Billing Limits	Current	Prior	To-Date
Expense	0.00	633.27	633.27
Limit			5,000.00
Remaining			4,366.73

Total this Phase **0.00**

Total This Invoice **$2,697.50**

Outstanding Invoices

Number	Date	Balance
222002	10/2/2025	6,810.00
222540	10/30/2025	5,952.50
Total		**12,762.50**

Total Now Due **$15,460.00**

Requistion Form - #443 ETM (Nov 2025)

Final Audit Report 2025-12-10

Created:	2025-12-10
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdJIsiXfsfuUTOHPMeF9NZf7dAAJs1t6l

"Requistion Form - #443 ETM (Nov 2025)" History

Document created by Shelley Blair (blairs@etminc.com)
2025-12-10 - 5:55:58 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2025-12-10 - 5:56:03 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2025-12-10 - 7:22:51 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-12-10 - 7:23:42 PM GMT - Time Source: server

Agreement completed.
2025-12-10 - 7:23:42 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3AII

CONSENT AGENDA

REQUISITION #444

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) Requisition Number: **444**

(B) Name of Payee: **Three Rivers Community Development District**
[redacted]

(C) Amount Payable: **$ 25,243.85**

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

Reimburse the Three Rivers CDD 2023 Acquisition and Construction Account for funds that were mistakenly paid to Creekview CDD

(E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

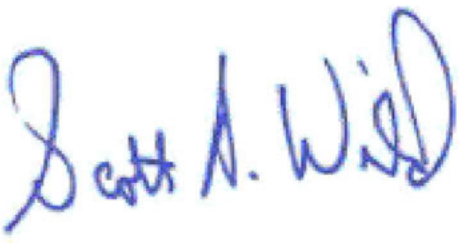
Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer



THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
PO Box 810036
Boca Raton, FL 33481

September 30, 2025

Chris Rusnak
GreenPointe Communities
7807 Baymeadows Road East, Suite 205
Jacksonville, FL 32256

Dear Chris,

The current funding requirement for Three Rivers Community Development District is as follows:

FUNDING REQUEST #0049A - CONSTRUCTION 2023 SOUTH

Current Expenses	
England-Thims & Miller, Inc.	
Requisition #112	25,285.68
Total Current Expenses	25,285.68
Add: Previously Requested Outstanding Requisitions	407,103.51
Add: Amounts due to other funds	2,056.25
Less: Beginning Construction Fund Account Balance	(13,494.04)
Less: Due From Developer	(395,707.55)
Shortfall - Total Amount Due	$ 25,243.85

Please remit funding at your earliest convenience via wire to the trustee at the following:

Once the wire has been released, kindly forward the fed wire confirmation via email to payapp@whhassociates.com. If you have any questions, please contact Stephanie Schackmann at 561-571-0010.

Regards,

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

Nicole Parisi
District Accountant

2023 ACQUISITION AND CONSTRUCTION REQUISITION

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2019, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of July 1, 2023 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(1) Requisition Number: **112**

(2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.

Account England, Thims & Miller, Inc.

(3) Amount Payable: **$ 25,285.68**

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

Invoice 222069 (Sept 2025) Master Site Planning (WA#7)	$	18,577.50
Invoice 222053 (Sept 2025) Tributary Unit 12 and 13 (WA#11, Amendment 3)	$	4,262.18
Invoice 222240 (Sept 2025) Tributary Unit 12 conversion from Townhomes to Duplexes (WA#11)	$	2,446.00
TOTAL REQUISITION		**$ 25,285.68**

(5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023

(6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

or

☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Attached hereto are 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.

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

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

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

Scott A. Wild

_____
CONSULTING ENGINEER

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Three Rivers Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

October 03, 2025
Invoice No: 222069

Total This Invoice $18,577.50

Project 22121.00000 Three Rivers CDD - (WA#7) MASTER SITE PLANNING

Professional Services rendered through September 27, 2025

Phase 01 Master Site Planning

Labor

		Hours	Rate	Amount
Project Manager/Construction Project Man				
Story, Nickolas	8/30/2025	1.00	225.00	225.00
GIS Analyst				
Reeves, Zachary	8/30/2025	2.75	155.00	426.25
Reeves, Zachary	9/13/2025	.50	155.00	77.50
Engineering Intern				
Horrell, Nicholas	8/30/2025	14.00	150.00	2,100.00
Horrell, Nicholas	9/13/2025	1.00	150.00	150.00
Totals		19.25		2,978.75
Total Labor				**2,978.75**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	2,978.75	69,881.00	72,859.75
Limit			80,000.00
Remaining			7,140.25

Total this Phase $2,978.75

Phase 02 Master Plan Coordination

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Milligan, Neal	8/30/2025	2.00	255.00	510.00
Milligan, Neal	9/6/2025	4.50	255.00	1,147.50
Milligan, Neal	9/20/2025	2.50	255.00	637.50
Planner				
Piedrahita Sepulveda, Jessica	9/13/2025	.50	170.00	85.00
Piedrahita Sepulveda, Jessica	9/20/2025	.50	170.00	85.00
Engineering Intern				
Horrell, Nicholas	9/20/2025	15.50	150.00	2,325.00
CADD/GIS Technician				
Charland, Adam	9/13/2025	2.00	145.00	290.00

Adminstrative Support					
Blair, Shelley	8/30/2025	.50	110.00	55.00	
Blair, Shelley	9/6/2025	1.00	110.00	110.00	
Blair, Shelley	9/20/2025	3.00	110.00	330.00	
Blair, Shelley	9/27/2025	3.25	110.00	357.50	
Totals		35.25		5,932.50	
Total Labor					**5,932.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	5,932.50	15,562.50	21,495.00	
Limit			30,000.00	
Remaining			8,505.00	
			Total this Phase	**$5,932.50**

Phase 03 Master Planning Coordination Meetings

Labor

		Hours	**Rate**	**Amount**	
Vice President					
Katsaras, George	8/30/2025	2.50	295.00	737.50	
Katsaras, George	9/6/2025	3.00	295.00	885.00	
Katsaras, George	9/13/2025	1.50	295.00	442.50	
Katsaras, George	9/20/2025	2.00	295.00	590.00	
Senior Engineer/Senior Project Manager					
Milligan, Neal	9/13/2025	4.00	255.00	1,020.00	
Wild, Scott	8/30/2025	.50	255.00	127.50	
Wild, Scott	9/6/2025	2.00	255.00	510.00	
Wild, Scott	9/20/2025	1.50	255.00	382.50	
Project Manager/Construction Project Man					
Story, Nickolas	9/6/2025	3.00	225.00	675.00	
Story, Nickolas	9/13/2025	1.00	225.00	225.00	
Story, Nickolas	9/20/2025	2.50	225.00	562.50	
Sr. Planner/Planning Manager					
Dendor, Casey	8/30/2025	4.50	225.00	1,012.50	
Dendor, Casey	9/6/2025	3.25	225.00	731.25	
Dendor, Casey	9/13/2025	.50	225.00	112.50	
Dendor, Casey	9/20/2025	.50	225.00	112.50	
Planner					
Piedrahita Sepulveda, Jessica	9/6/2025	.50	170.00	85.00	
Engineering Intern					
Horrell, Nicholas	9/6/2025	3.00	150.00	450.00	
Horrell, Nicholas	9/13/2025	.50	150.00	75.00	
Horrell, Nicholas	9/20/2025	4.00	150.00	600.00	
Adminstrative Support					
Blair, Shelley	9/13/2025	3.00	110.00	330.00	
Totals		43.25		9,666.25	
Total Labor					**9,666.25**

Billing Limits	Current	Prior	To-Date
Total Billings	9,666.25	78,609.00	88,275.25
Limit			100,000.00
Remaining			11,724.75

Total this Phase **$9,666.25**

Phase XP Expenses

Total this Phase **0.00**

Total This Invoice **$18,577.50**

Outstanding Invoices

Number	Date	Balance
220435	7/3/2025	13,007.50
220909	7/24/2025	9,415.00
221546	8/29/2025	29,153.75
Total		**51,576.25**

Total Now Due **$70,153.75**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Three Rivers Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

October 03, 2025
Invoice No: 222053

Total This Invoice $4,262.18

Project 21131.01000 Tributary Unit 12 and 13 WA #11 Amendment #3

Professional Services rendered through September 27, 2025

Phase 01. Preliminary Engineering /Mass Grading

	Fee	Percent Complete	Earned	Current Billing
1.Preliminary Engineering/Mass Grading				
1.Stormwater Modeling & Calculations	13,900.00	100.00	13,900.00	0.00
2.Final Mass Grading Eng./Const. Docs.	15,100.00	100.00	15,100.00	0.00
3.1.Permitting-Nassau County	7,400.00	100.00	7,400.00	0.00
3.2.Permitting-SJRWMD ERP	14,900.00	100.00	14,900.00	0.00
4.Final Development Plan (Unit 12)	17,350.00	100.00	17,350.00	0.00
5.Final Development Plan (Unit 13)	17,350.00	100.00	17,350.00	0.00
Total Fee	86,000.00		86,000.00	0.00

Total Fee **0.00**

Total this Phase **0.00**

Phase 01.1. Site Plan Revisions

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	3,500.00	3,500.00
Limit			3,500.00

Total this Phase **0.00**

Phase 02. Construction Document Preparation

	Fee	Percent Complete	Earned	Current Billing
2.Construction Document Preparation				
7.Final Subdivision Const. Documents	71,250.00	100.00	71,250.00	0.00
8.Sanitary Sewer Pump Station Design	21,500.00	100.00	21,500.00	0.00
9.Code Minimum Landscape Plan	6,300.00	100.00	6,300.00	0.00
11.Electric Design Coordination	6,400.00	75.00	4,800.00	1,600.00
Total Fee	105,450.00		103,850.00	1,600.00

Total Fee **1,600.00**

Total this Phase **$1,600.00**

Phase 02.1. Regulatory Permitting

	Fee	Percent Complete	Earned	Current Billing
2.1.Regulatory Permitting				
1.Nassau County Const. Plan Review	10,500.00	100.00	10,500.00	0.00
2.JEA Utility Plan Review	7,500.00	75.00	5,625.00	0.00
3.JEA Sanitary Sewer Coll Sys Gen Permit	2,000.00	50.00	1,000.00	0.00
4.JEA Water Dist. Sys Gen Permit	2,000.00	50.00	1,000.00	0.00
5.SJRWMD ERP Modification	9,800.00	100.00	9,800.00	2,450.00
Total Fee	31,800.00		27,925.00	2,450.00

Total Fee **2,450.00**

Total this Phase **$2,450.00**

Phase 04. Construction Document Revisions

Task 1. Subdivision Construction Doc Revisions (

Total Fee 90,000.00

Percent Complete 100.00

Total Fee **0.00**

Total this Task **0.00**

Task 2. Project Management

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	11,145.00	11,145.00
Limit			20,000.00
Remaining			8,855.00

Total this Task **0.00**

Total this Phase **0.00**

Phase XP. Expenses

Expenses

Mileage			59.50	
Permits			125.00	
Total Expenses		**1.15 times**	**184.50**	**212.18**

Total this Phase **$212.18**

Total This Invoice **$4,262.18**

Outstanding Invoices

Number	Date	Balance
220426	7/3/2025	30,141.11
220896	7/24/2025	33,462.05
221536	8/29/2025	13,114.54
Total		**76,717.70**

Total Now Due	**$80,979.88**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Three Rivers Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

October 06, 2025
Invoice No: 222240

Total This Invoice $2,446.00

Project 21131.05000 Tributary Unit 12 conversion from Townhomes to Duplexes (WA11)

Professional Services rendered through September 27, 2025

Phase . Lump Sum

	Fee	Percent Complete	Earned	Current Billing
01.Site Plan Revisions	4,500.00	57.0222	2,566.00	1,230.00
02.Final Development Plan(Unit 12)	11,350.00	10.7137	1,216.00	1,216.00
03.Subdivision Construction Document Revisions(Unit 12)	35,000.00	0.00	0.00	0.00
04.Regulatory Permitting				
04A.Nassau County Const. Plan Review	7,500.00	0.00	0.00	0.00
04B.JEA Utility Plan Approval	5,500.00	0.00	0.00	0.00
04C.FDEP San Sew Sys Gen Permit Mod	1,500.00	0.00	0.00	0.00
04D.FDEP Wat Dist. Sys Gen Permit Mod	1,500.00	0.00	0.00	0.00
04E.SJRWMD ERP Modification	6,800.00	0.00	0.00	0.00
05.Code Minimum Landscape Plan	4,800.00	0.00	0.00	0.00
06.Street Light Design Coordination	2,800.00	0.00	0.00	0.00
Total Fee	81,250.00		3,782.00	2,446.00
	Total Fee			**2,446.00**
			Total this Phase	**$2,446.00**

Phase 07. Project Managment

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	0.00	0.00
Limit			6,000.00
Remaining			6,000.00

Total this Phase 0.00

Total This Invoice $2,446.00

Outstanding Invoices

Number	Date	Balance
221408	8/26/2025	1,336.00
Total		**1,336.00**

Total Now Due **$3,782.00**

2023 ACQUISITION AND CONSTRUCTION 112 - ETM (Sept 2025)

Final Audit Report 2025-10-16

Created:	2025-10-16
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv18jbiQW5naNdG8bMx-v_gO3riXr-IH1

"2023 ACQUISITION AND CONSTRUCTION 112 - ETM (Sept 2025)" History

Document created by Shelley Blair (blairs@etminc.com)
2025-10-16 - 12:03:20 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2025-10-16 - 12:03:24 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2025-10-16 - 2:29:00 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-10-16 - 2:29:13 PM GMT - Time Source: server

Agreement completed.
2025-10-16 - 2:29:13 PM GMT

Adobe Acrobat Sign

2022 Bond Requistion Form - 444 Three Rivers CDD

Final Audit Report 2025-12-18

Created:	2025-12-18
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQIhyKg_kLigRk6WH0wNnQeJ-0LrgAHxp

"2022 Bond Requistion Form - 444 Three Rivers CDD" History

Document created by Shelley Blair (blairs@etminc.com)
2025-12-18 - 2:18:40 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2025-12-18 - 2:18:46 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2025-12-18 - 2:24:22 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-12-18 - 2:26:48 PM GMT - Time Source: server

Agreement completed.
2025-12-18 - 2:26:48 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3AIII

CONSENT AGENDA

REQUISITION #445

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) Requisition Number: **445**

(B) Name of Payee: **Clary & Associates, Inc.**
3830 Crown Point Road, Suite A
Jacksonville, FL 32257

(C) Amount Payable: **$ 985.00**

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

Creekview Areas 1 & 2 Surveying Services – Invoice 2025-633

(E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_ _____
District Engineer

Clary & Associates, Inc
3830 CROWN POINT RD, Suite A
Jacksonville, FL 32257
9042602703
jclary@claryassoc.com
www.claryassoc.com

INVOICE

BILL TO
CREEKVIEW CDD

INVOICE # 2025-633
DATE 11/30/2025

PROJECT NAME	PROJECT LOCATION	CLIENT CONTACT
Creekview Trail Area 1&2	HENLEY RD	Joe Corneilson

DATE		QTY	RATE	AMOUNT
	Surveying Services elevation survey	1	985.00	985.00

LIFT STATION SITE: PROVIDE ELEVATIONS AT SPECIFIC LOCATIONS (SEE SKETCH) PER CONTRACT

BALANCE DUE **$985.00**

Credit Card payments will incur an additional 4% fee to process payment

2022 Bond Requistion Form - 445 Clary

Final Audit Report 2025-12-19

Created:	2025-12-18
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIlUrhjpXdEGbnFTO1YhVn5yEop08FKc0

"2022 Bond Requistion Form - 445 Clary" History

Document created by Shelley Blair (blairs@etminc.com)
2025-12-18 - 9:54:21 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2025-12-18 - 9:54:25 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2025-12-19 - 4:29:46 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-12-19 - 4:30:10 PM GMT - Time Source: server

Agreement completed.
2025-12-19 - 4:30:10 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3AIV

CONSENT AGENDA

REQUISITION #446

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) Requisition Number: **446**

(B) Name of Payee: **Clary & Associates, Inc.**

3830 Crown Point Road, Suite A
Jacksonville, FL 32257

(C) Amount Payable: **$ 2,125.00**

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

APF Phases 2-5 Plat Services – Invoice 2025-697

(E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_ _____
District Engineer

Clary & Associates, Inc
3830 CROWN POINT RD, Suite A
Jacksonville, FL 32257
9042602703
jclary@claryassoc.com
www.claryassoc.com

INVOICE

BILL TO
Creekview CDD

INVOICE # 2025-697
DATE 11/30/2025

PROJECT NAME	PROJECT LOCATION	CLIENT CONTACT
Creekview Trail APF Rd Phs 2	Henley Rd.	Gregg Kern

DATE		QTY	RATE	AMOUNT
	Surveying Services CA-Calculation	17	125.00	2,125.00

revise plat to add additional Hyland Trail R/W parcel (boundary, plat, description)

BALANCE DUE **$2,125.00**

Credit Card payments will incur an additional 4% fee to process payment

2022 Bond Requistion Form - 446 Clary

Final Audit Report 2025-12-19

Created:	2025-12-19
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOCsNt0BVURUhaSwsDtzDAzyPrD7nK8OF

"2022 Bond Requistion Form - 446 Clary" History

Document created by Shelley Blair (blairs@etminc.com)
2025-12-19 - 6:01:54 PM GMT

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Signature Date: 2025-12-19 - 6:25:30 PM GMT - Time Source: server

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CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3AV CONSENT AGENDA

REQUISITION #447

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) Requisition Number: **447**

(B) Name of Payee: **Clary & Associates, Inc.**

3830 Crown Point Road, Suite A
Jacksonville, FL 32257

(C) Amount Payable: **$ 750.00**

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

APF Road 2 Surveying Services – Invoice 2025-621

(E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_ _____
District Engineer

Clary & Associates, Inc
3830 CROWN POINT RD, Suite A
Jacksonville, FL 32257
9042602703
jclary@claryassoc.com
www.claryassoc.com

INVOICE

BILL TO
Creekview CDD

INVOICE # 2025-621
DATE 11/30/2025

PROJECT NAME	PROJECT LOCATION	CLIENT CONTACT
Creekview Trail APF Road 2	HENLEY RD	Joe Corneilson

DATE		QTY	RATE	AMOUNT
	Surveying Services map and description	1	750.00	750.00

Map and Description of Force Main Easement from APF Road Phase 2 through Area 4A see file provided

BALANCE DUE **$750.00**

Credit Card payments will incur an additional 4% fee to process payment

2022 Bond Requistion Form - 447 Clary

Final Audit Report 2025-12-19

Created:	2025-12-19
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI1idLKSoDWT-cc_08FhVX8hc1SWPsekI

"2022 Bond Requistion Form - 447 Clary" History

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Signature Date: 2025-12-19 - 7:02:12 PM GMT - Time Source: server

Agreement completed.
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CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3AVI

CONSENT AGENDA

REQUISITION #448

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) Requisition Number: **448**

(B) Name of Payee: **Creative Mailbox Designs**
6422 Harney Rd, Suite F
Tampa, FL 33610

(C) Amount Payable: **$ 9,952.66**

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

Hyland Trail Phase 4B Street Signs – Invoice 4822

(E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_ _____
District Engineer

CREATIVEMAILBOX
DESIGNS
6422 Harney Rd., Suite F
Tampa FL 33610
accounting@creativemailboxdesigns.com

INVOICE

Invoice Date: 12/30/2025
Invoice #: 4822
Customer #: 13697
Page: 1 of 1

BILL TO:	JOB LOCATION:
Creekview Community Development District 2300 Glades Rd, Suite 410W Boca Raton, FL 33431	Hyland Trail/Creekview Berryhill Rd Multiple Locations Asbury Lake, FL 32043

SALES ORDER	PURCHASE ORDER	SALESPERSON	ORDERED DATE	PAYMENT TERMS	DUE DATE
25005128	Quote - 37471, 38128	Corey Tappan	10/27/2025	Net 30 Days	1/29/2026

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXT PRICE
1	Street Signs	1.00	$17,298.75	$17,298.75
2	4A missed stops/street	1.00	$1,303.29	$1,303.29
			0.0000%	.00

Subtotal	**$18,602.04**
Additional Charges	
Taxes	0.00
Less Deposit	8,649.3800
PLEASE PAY THIS AMOUNT	**$9,952.66**

ADDENDUM TO AGREEMENT BETWEEN CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT AND CREATIVE BUILDER SERVICES, INC. TO FURNISH AND INSTALL STREET SIGNS

THIS ADDENDUM ("**Addendum**") is made and entered into as of this 21st day of October 2025, by and between:

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in Clay County, Florida, with a mailing address care of Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"), and

CREATIVE BUILDER SERVICES, INC. D/B/A CREATIVE MAILBOX DESIGNS, a Florida corporation, with a mailing address of 6422 Harney Rd, Suite F, Tampa, FL 33610 (hereinafter "**Contractor**" and, together with the District, the "**Parties**").

RECITALS

WHEREAS, the Parties previously entered into that certain *Agreement between Creekview Community Development District and Creative Builder Services, Inc. to Furnish and Install Street Signs* dated August 19, 2025 (the "**Master Agreement**," and together with this Addendum, the "**Agreement**"), incorporated herein by this reference; and

WHEREAS, the Parties now desire to supplement the Agreement to: (a) increase the scope of services to include the work set forth in **Exhibit A** attached hereto and incorporated herein by this reference, and (b) increase the compensation as it relates to the same; and

WHEREAS, pursuant to Section 14 of the Master Agreement, the Agreement may be amended by an instrument in writing executed by the Parties; and

WHEREAS, the District and the Contractor each represent that it has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Addendum.

SECTION 2. AMENDMENT OF MASTER AGREEMENT. Pursuant to Section 14 of the Master Agreement, the Parties agree to supplement the Agreement in the following manner:

A. The Proposal set forth in Exhibit A of the Master Agreement is supplemented to include the additional services as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference.

B. Section 3 of the Master Agreement is hereby amended to include additional compensation in an amount not-to-exceed **Seventeen Thousand, Two Hundred Ninety-Eight and 75/100 Dollars ($17,298.75)**, and shall be paid to Contractor upon full completion of the work as described in Exhibit A to this Addendum and written acceptance by the District, all in accordance with the Master Agreement.

SECTION 4. AFFIRMATION OF THE MASTER AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Addendum, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 5. AUTHORIZATION. The execution of this Addendum has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Addendum.

SECTION 6. EXECUTION IN COUNTERPARTS. This Addendum may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

SECTION 7. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Contractor certifies, by acceptance of this Addendum, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Contractor agrees to execute an affidavit, in a form provided by or acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*, prior to commencing any work under this Addendum.

SECTION 8. EFFECTIVE DATE. This Addendum shall become effective upon execution by both Parties, with an effective date as of the day and year first written above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties execute this Addendum the day and year first written above.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

CREATIVE BUILDER SERVICES, INC. D/B/A CREATIVE MAILBOX DESIGNS

Corey Tappan

By: Corey Tappan

Its: Account Executive

Exhibit A: Proposal

Exhibit A
Proposal

CREATIVEMAILBOX
D E S I G N S
6422 Harney Rd., Suite F
Tampa FL 33610
accounting@creativemailboxdesigns.com

QUOTE

Quote #:37471

Quote Date: 9/12/2025
Customer #: 13592
Page: 1 of 4

SOLD TO:	JOB LOCATION
Creekview Community Development District 2300 Glades Rd, Suite 410W Boca Raton, FL 33431	Berryhill Rd Multiple Locations Asbury Lake, FL 32043

SALESPERSON	REQUESTED BY	CONTACT PHONE	CONTACT EMAIL	EXPIRATION DATE
Corey Tappan		321.759.2141	nmckenna@greenpointellc.com	10/12/2025

SCOPE OF WORK

CREATIVE BUILDER SERVICES, INC. d/b/a CREATIVE MAILBOX DESIGNS (HERINAFTER CALLED "CONTRACTOR") PROPOSES TO FURNISH THE MATERIALS AND OR THE LABOR AS OUTLINED BELOW:

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	Street Signs : PHASE 4B SIGNS - MODERN SQUARE LOOK Price includes installation and material for (7) Decorative Stop Sign / Street Sign combos,(4) Decorative Stop Sign ALL WAY / Street Sign combos and (2) Decorative speed limit sign. Parts and dimensions listed below: 12 POST- SQ BLK 4"x13'6" W/PYR CA 12 Base - SQB-4" MBLK 4 Frame-SQUARE HORZ. 18" x 6" MB 10 STOP SIGN COMPLETE -30" 10 Frame-SQ Stop-30" Mineral Blac 20 Frame- Street - U-CHAN - 9"x36 20 COMP - Street Blade DBL 9"x36" 4 ALL WAY COMPLETE -18" x 6" 2 Frame Square V - 18 x 24 Miner 2 SPEED LIMIT COMPLETE - 18" x 2 : ONE STOP SIGN/STREET SIGN IS CREDITED PER PREVIOUS PROPOSAL. PARTS ABOVE ARE ONLY FOR (12 OF THE 13 TO BE INSTALLED)	17,298.75	$17,298.75

CREATIVEMAILBOX
DESIGNS
6422 Harney Rd., Suite F
Tampa FL 33610
accounting@creativemailboxdesigns.com

QUOTE
Quote #:38128

Quote Date: 11/4/2025
Customer #: 13592
Page: 1 of 4

SOLD TO:	JOB LOCATION
Creekview Community Development District 2300 Glades Rd, Suite 410W Boca Raton, FL 33431	Hyland Trail/Creekview - Phase 4 TBD Clay County, FL XXXXX

SALESPERSON	REQUESTED BY	CONTACT PHONE	CONTACT EMAIL	EXPIRATION DATE
Corey Tappan	McKenna, Nick	321.759.2141	nmckenna@greenpointellc.com	12/4/2025

SCOPE OF WORK

CREATIVE BUILDER SERVICES, INC. d/b/a CREATIVE MAILBOX DESIGNS (HERINAFTER CALLED "CONTRACTOR") PROPOSES TO FURNISH THE MATERIALS AND OR THE LABOR AS OUTLINED BELOW:

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	4A missed stops/street Missed stopsign/street POST- SQ BLK 4"x13'6" W/PYR CA Base - SQB-4" BAIII STOP SIGN COMPLETE -30" Frame-SQ Stop-30" Mineral Blac Frame- Street - U-CHAN - 9"x36 COMP - Street Blade DBL 9"x36"	1,303.29	$1,303.29

*INDICATES TAXABLE ITEM

SUB TOTAL: $1,303.29

ESTIMATED SALES TAXES: $.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL QUOTE AMOUNT: $1,303.29

Due to uncertain global pricing, this quote will be subject to withdrawal if not accepted within 10 days.

Payment to be made as follows: Net 30 Days

All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price. Our workers are fully covered by Workmen's Compensation insurance. Unless

CUSTOMER INITIALS

CREATIVEMAILBOX
DESIGNS
6422 Harney Rd., Suite F
Tampa FL 33610
accounting@creativemailboxdesigns.com

QUOTE
Quote #:38128

Quote Date: 11/4/2025
Customer #: 13592

otherwise specified, Contractor's work carries a one (1) year limited workmanship warranty. The Contract Documents consist of this quote, the terms and conditions, and all documents referenced therein are incorporated herein by reference.

I HAVE READ AND UNDERSTAND THIS QUOTE, THE TERMS AND CONDITIONS, AND ALL DOCUMENTS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.

ACCEPTANCE OF QUOTE: The above prices, specifications, and conditions are Satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.

Respectfully submitted, CREATIVE BUILDER SERVICES, INC. d/b/a CREATIVE MAILBOX DESIGNS

Creative Mailbox Designs		**Company:**	Creekview CDD
Signature:		**Signature:**	
Name:		**Name:**	Joe Cornelison
Title:		**Title:**	Dev. Manager
Date:		**Date:**	11/4/25

CUSTOMER INITIALS

CREATIVEMAILBOX
DESIGNS
6422 Harney Rd., Suite F
Tampa FL 33610
accounting@creativemailboxdesigns.com

QUOTE

Quote #:38128
Quote Date: 11/4/2025
Customer #: 13592

TERMS AND CONDITIONS

1. **General**. This quote is subject to change and is automatically withdrawn on the 30th day following its date of issue if not accepted in writing and a copy of this quote returned to **Creative Builder Services, Inc. d/b/a Creative Mailbox Designs** ("Contractor"). If Customer cancels this agreement (the "Agreement") less than 48 hours prior to the start of work, Customer is liable for 100% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this quote at any time prior to its acceptance or cancel this Agreement prior to commencement of work in the event the cost to complete the work varies from the initial standard pricing due to a typographical, mathematical or tax calculation error, or the quote is marked "budget." As used in this Agreement,(a) the word *"or"* is not exclusive, (b) the word *"including"* is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa.

2. **Insurance**. Contractor shall carry workers' compensation, automobile liability, commercial general liability and any other insurance required by law.

3. **Access**. Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure.

4. **Consent to Use of Images**. With Customer's consent, Contractor may use images of work product provided to customer in promotional materials.

5. **Site Conditions.** Should concealed or unknown conditions in an existing structure or installation site be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer.

6. **Payment Terms.** Contractor requires a deposit (as outlined above) to begin work. Payment of the balance is due upon completion of the scope of work, unless other payment terms have been previously established in writing. By signing this Agreement, Customer gives Contractor the right to obtain a credit check. Contractor reserves the right to require a deposit of up to 50%, and Customer hereby agrees to waive the requirements of Florida Statute 489.126. At Contractor's sole discretion, Contractor may accept payments over time. If payments are accepted over time, Customer agrees that Contractor may lien the property for the amounts unpaid as of the date the lien is recorded, and Customer is liable for all costs associated with the creation and filing of the lien. Once all amounts are paid in full, the lien shall be released. Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms. If there is an increase in the price of the products charged to the Contractor in excess of 5% subsequent to making this quote/contract, the price set forth in this quote/contract shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased charges to the Customer. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments and/or warranties until full payment is made or terminate this contract. The contract sum shall be increased by the amount of contractor's reasonable costs of shut-down delay and start-up.

7. **Restrictions and Requirements.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for Contractor's labor and materials shall increase the Total Quote Amount. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder not withstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.

8. **Customer Protection of Property**. Due to the nature of the proposed services, Contractor shall not be held liable for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, landscaping, appurtenances, person(s) or real or personal property at the job location. Contractor is not liable for damage to person or property caused by nails, and Customer agrees that it will take the appropriate precautions to avoid said damage. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. The cost for testing/abatement for asbestos is the sole responsibility of the Customer.

9. **Indemnification.** Customer shall defend, indemnify, and hold the Contractor, its officers, directors, agents, and employees, harmless from and against any and all claims, demands, losses, damages, liabilities, expenses, or costs, including reasonable attorney's fees, costs and expenses of investigation, penalties, interest and amounts paid in settlement incurred or to be incurred by Contractor, arising out of, relating to, or resulting from (1) personal injury, (2) wrongful death, or (3) property damages; excluding claims for those damages caused wholly as a result of the negligence or wrongful acts of any of the indemnified parties. The Customer's duty under this provision is limited to an amount equal to three times (3.0x) the Total Quote Amount for all damages, including costs and attorney's fees per occurrence for any single claim or suit. The parties also agree that this provision satisfies the requirements of Florida Statute §725.06 so that the indemnification provisions are valid and binding upon Customer.

10. **Choice of Law, Venue and Attorney's Fees**. This Agreement shall be governed by the laws of the State of Florida. Venue of any

CUSTOMER INITIALS _____

CREATIVEMAILBOX
DESIGNS
6422 Harney Rd., Suite F
Tampa FL 33610
accounting@creativemailboxdesigns.com

QUOTE

Quote #:38128
Quote Date: 11/4/2025
Customer #: 13592

proceeding arising out of this Agreement shall be **Hillsborough County, Florida**, unless the parties agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.

11. **Waiver of Jury Trial. THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**

12. **Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to Total Quote Amount for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

13. **Warranties**. Unless otherwise provided herein: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**. All warranties and guarantees if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.

14. **Claims.** It is Customer's duty to notify Contractor in writing within **30 days** of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement. Failure of the Customer to provide written notice of the claims described herein shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the original claim, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.

15. **Force Majeure.** Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, delays in obtaining materials, delays in transportation, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control, including delays caused by any act or neglect of Customer, by any separate contractor employed by the Customer, or by changes ordered by the Customer in the work. Customer shall obtain prior to construction fire, tornado, flood, builder's risk and other necessary insurance for this project.

16. **Disclaimer.** Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies pertaining to mold, including claims arising out or relating to the detection, removal, disposal, or remediation of mold, whether those claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by mold and incurred by Customer, Contractor or third parties.

17. **Working Hours.** The quote is based upon the performance of all work during Contractor's regular working hours, excluding weekends and national holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.

18. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer.

19. **Construction and Interpretation**. Each of the parties hereto has agreed to the particular language of this Agreement, and any question regarding the meaning of any provision hereof shall not be resolved by any rule of interpretation providing for construction against the party who caused the uncertainty to exist or against the draftsman. This Agreement constitutes the entire agreement and understanding of Contractor and Customer with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, of the parties. In the event any provision hereof shall be prohibited by or invalidated under applicable law, the remaining provisions of this Agreement shall remain fully effective. The captions and headings contained herein are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning of any provision of this Agreement.

CUSTOMER INITIALS _____

Requistion Form - #448 - Creative Mailbox Designs

Final Audit Report 2026-01-05

Created:	2026-01-05
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgJ1h4O3_hEyp48yZcW5bE7IQa29BiaNU

"Requistion Form - #448 - Creative Mailbox Designs" History

Document created by Shelley Blair (blairs@etminc.com)
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Signature Date: 2026-01-05 - 5:05:43 PM GMT - Time Source: server

Agreement completed.
2026-01-05 - 5:05:43 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3AVII

CONSENT AGENDA

REQUISITION #449

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) Requisition Number: **449**

(B) Name of Payee: **England-Thims & Miller, Inc.**

[redacted]

(C) Amount Payable: **$ 37,130.52**

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

Invoice 223631 (Dec 2025) Area 6 Phase 1 CEI Services (WA#26)	$ 10,055.00
Invoice 223633 (Dec 2025) Rolling River Boulevard Extension (WA#5)	$ 23,368.02
Invoice 223719 (Dec 2025) Hyland Trail Amenity Center-CEI (WA#28)	$ 2,028.75
Invoice 223664 (Dec 2025) Master Site Planning (WA#11)	$ 1,678.75
TOTAL	**$ 37,130.52**

(E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

January 09, 2026
Invoice No: 223631

Total This Invoice $10,055.00

Project 17115.22000 Area 6 - Phase 1 CEI Services (WA#26)

Professional Services rendered through December 31, 2025

Phase 01. CEI Services

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	11/29/2025	1.00	255.00	255.00
Wild, Scott	12/6/2025	2.00	255.00	510.00
Wild, Scott	12/13/2025	1.00	255.00	255.00
Wild, Scott	12/20/2025	1.00	255.00	255.00
Wild, Scott	12/27/2025	1.00	255.00	255.00
Wild, Scott	1/3/2026	1.00	255.00	255.00
Project Manager/Construction Project Man				
Ellins, Jason	11/29/2025	3.50	225.00	787.50
Ellins, Jason	12/6/2025	4.50	225.00	1,012.50
Ellins, Jason	12/13/2025	.50	225.00	112.50
Ellins, Jason	12/20/2025	1.00	225.00	225.00
Ellins, Jason	12/27/2025	1.00	225.00	225.00
Ellins, Jason	1/3/2026	.50	225.00	112.50
Engineer				
Schneider, Brennan	12/6/2025	1.50	190.00	285.00
Engineering Intern				
Hebb, Cara	12/6/2025	.50	150.00	75.00
Hebb, Cara	12/20/2025	.50	150.00	75.00
Totals		20.50		4,695.00
Total Labor				**4,695.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	4,695.00	38,351.25	43,046.25
Limit			59,071.00
Remaining			16,024.75

Total this Phase $4,695.00

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	12/20/2025	1.00	255.00	255.00	
Engineering Intern					
Hebb, Cara	11/29/2025	.50	150.00	75.00	
Hebb, Cara	12/6/2025	.75	150.00	112.50	
Hebb, Cara	12/13/2025	.25	150.00	37.50	
Hebb, Cara	12/20/2025	.50	150.00	75.00	
Totals		3.00		555.00	
Total Labor					**555.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	555.00	2,497.50	3,052.50	
Limit			41,976.00	
Remaining			38,923.50	
		Total this Phase		**$555.00**

Phase 03. CDD Tax Exempt Purchase Requisitions

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	0.00	0.00	0.00	
Limit			15,000.00	
Remaining			15,000.00	
		Total this Phase		**0.00**

Phase 04. Owner Requested Plan Revisions

Labor

		Hours	Rate	Amount	
Engineering/Landscape Designer					
Jeter, Matthew	12/6/2025	29.50	155.00	4,572.50	
Simonelli, Dino	12/13/2025	1.50	155.00	232.50	
Totals		31.00		4,805.00	
Total Labor					**4,805.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	4,805.00	10,117.50	14,922.50	
Limit			20,000.00	
Remaining			5,077.50	
		Total this Phase		**$4,805.00**

Phase XP. Expenses

Total this Phase	**0.00**
Total This Invoice	**$10,055.00**

Outstanding Invoices

Number	**Date**	**Balance**
222538	10/30/2025	6,273.88

223050	11/26/2025	6,427.50		
Total		**12,701.38**		
			Total Now Due	**$22,756.38**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

January 09, 2026
Invoice No: 223633

Total This Invoice $23,368.02

Project 17115.23000 Rolling View Boulevard Extension (WA#5)

Professional Services rendered through December 31, 2025

Phase 01. Rolling View Blvd Design & Constuction D

Total Fee	248,544.00
Percent Complete	23.00

Total Fee **19,883.52**

Total this Phase **$19,883.52**

Phase 01.1 Lump Sum

	Fee	Percent Complete	Earned	Current Billing
02.Sandridge Road Design & Contruction Docs	32,400.00	88.00	28,512.00	2,592.00
03.Preliminary Traffic Analysis	12,300.00	0.00	0.00	0.00
04.Code Minimum Landscape Plan	11,500.00	0.00	0.00	0.00
05.Regulatory Permitting				
05.1.Clay County Plan Review	7,800.00	0.00	0.00	0.00
05.2.CCUA Utility Plan Approval	9,000.00	0.00	0.00	0.00
05.3.CCUA San Sew Coll Sys Gen Permit	2,400.00	0.00	0.00	0.00
05.4.CCUA Water Dist Sys Gen Permit	2,400.00	0.00	0.00	0.00
05.5.FDOT Access Permit	17,400.00	0.00	0.00	0.00
05.6.FDOT Drainage Permit	8,400.00	0.00	0.00	0.00
05.7.SJRWMD ERP Modification	22,080.00	0.00	0.00	0.00
06.Electric Design Coordination	5,000.00	0.00	0.00	0.00
07.FDOT/Clay County Coordination	8,100.00	40.9259	3,315.00	0.00
Total Fee	138,780.00		31,827.00	2,592.00

Total Fee **2,592.00**

Total this Phase **$2,592.00**

Phase 08. Project Management

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	11/29/2025	.50	255.00	127.50	
coordination with Brian					
Wild, Scott	12/6/2025	1.00	255.00	255.00	
profile coordination					
Wild, Scott	12/13/2025	1.00	255.00	255.00	
coordination with Brian					
Wild, Scott	12/20/2025	1.00	255.00	255.00	
coordination with Stacie					
Totals		3.50		892.50	
Total Labor					**892.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	892.50	5,100.00	5,992.50
Limit			10,000.00
Remaining			4,007.50

Total this Phase **$892.50**

Phase XP. Expenses

Total this Phase **0.00**

Total This Invoice **$23,368.02**

Outstanding Invoices

Number	**Date**	**Balance**
222539	10/30/2025	15,458.30
223051	11/26/2025	41,144.10
Total		**56,602.40**

Total Now Due **$79,970.42**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

January 12, 2026
Invoice No: 223719

Total This Invoice $2,028.75

Project 17115.24000 Hyland Trail Amenity Center-CEI (WA#28)

Professional Services rendered through December 31, 2025

Phase 01. Limited Construction Admin Services

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	12/20/2025	1.00	255.00	255.00	
Project Manager/Construction Project Man					
Blalock, Clinton	11/29/2025	.25	225.00	56.25	
Blalock, Clinton	12/6/2025	.50	225.00	112.50	
Blalock, Clinton	12/13/2025	.25	225.00	56.25	
Ellins, Jason	11/29/2025	.50	225.00	112.50	
Ellins, Jason	12/6/2025	.50	225.00	112.50	
Ellins, Jason	12/13/2025	.50	225.00	112.50	
Ellins, Jason	12/20/2025	.50	225.00	112.50	
Ellins, Jason	1/3/2026	.50	225.00	112.50	
Totals		4.50		1,042.50	
Total Labor					**1,042.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	1,042.50	28,146.25	29,188.75
Limit			49,725.00
Remaining			20,536.25

Total this Phase $1,042.50

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	11/29/2025	.50	255.00	127.50	
Wild, Scott	12/13/2025	.50	255.00	127.50	
Project Manager/Construction Project Man					
Blalock, Clinton	11/29/2025	.25	225.00	56.25	
Blalock, Clinton	12/13/2025	.25	225.00	56.25	
Totals		1.50		367.50	
Total Labor					**367.50**

Billing Limits	Current	Prior	To-Date
Labor	367.50	1,440.00	1,807.50
Limit			19,875.00
Remaining			18,067.50

Total this Phase **$367.50**

Phase 03. Owner Requested Plan Revisions

Labor

		Hours	Rate	Amount
Project Manager/Construction Project Man				
Blalock, Clinton	11/29/2025	.50	225.00	112.50
Blalock, Clinton	12/6/2025	2.25	225.00	506.25
Totals		2.75		618.75
Total Labor				**618.75**

Billing Limits	Current	Prior	To-Date
Labor	618.75	6,918.75	7,537.50
Limit			10,000.00
Remaining			2,462.50

Total this Phase **$618.75**

Phase XP. Expenses

Billing Limits	Current	Prior	To-Date
Expense	0.00	633.27	633.27
Limit			5,000.00
Remaining			4,366.73

Total this Phase **0.00**

Total This Invoice **$2,028.75**

Outstanding Invoices

Number	Date	Balance
222540	10/30/2025	5,952.50
223052	11/26/2025	2,697.50
Total		**8,650.00**

Total Now Due **$10,678.75**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
Creekview CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

January 09, 2026
Invoice No: 223664

Total This Invoice $1,678.75

Project 22320.00000 Creekview CDD - Master Site Planning (WA#11)

Professional Services rendered through December 31, 2025

Phase 01. Master Site Planning

Labor

		Hours	Rate	Amount
Sr. Planner/Planning Manager				
Dendor, Casey	12/6/2025	.75	225.00	168.75
Engineering/Landscape Designer				
Jeter, Matthew	11/29/2025	5.00	155.00	775.00
Totals		5.75		943.75
Total Labor				**943.75**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	943.75	26,083.50	27,027.25
Limit			30,000.00
Remaining			2,972.75

Total this Phase $943.75

Phase 02. Master Planning Coordination Meetings

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	11/29/2025	1.00	255.00	255.00
Wild, Scott	12/13/2025	1.00	255.00	255.00
Sr. Planner/Planning Manager				
Dendor, Casey	11/29/2025	1.00	225.00	225.00
Totals		3.00		735.00
Total Labor				**735.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	735.00	31,680.00	32,415.00
Limit			35,000.00
Remaining			2,585.00

Total this Phase $735.00

Phase XP Expenses

Total this Phase	**0.00**
Total This Invoice	**$1,678.75**

Outstanding Invoices

Number	Date	Balance
222559	10/30/2025	1,308.75
223073	11/26/2025	2,921.25
Total		**4,230.00**

Total Now Due	**$5,908.75**

Requistion Form - #449 ETM (Dec 2025) (2)

Final Audit Report 2026-01-23

Created:	2026-01-22
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6dxIa-c-h3rId6cWERW_jp4Q0DNFEjr1

"Requistion Form - #449 ETM (Dec 2025) (2)" History

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Signature Date: 2026-01-23 - 7:51:17 PM GMT - Time Source: server

Agreement completed.
2026-01-23 - 7:51:17 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3AVIII

CONSENT AGENDA

REQUISITION #450

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) Requisition Number: **450**

(B) Name of Payee: **England-Thims & Miller, Inc.**

[redacted]

(C) Amount Payable: **$ 38,836.48**

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

Invoice 224141 (Jan 2026) Area 6 Phase 1 CEI Services (WA#26)	$	4,901.38
Invoice 224142 (Jan 2026) Rolling River Boulevard Extension (WA#5)	$	23,297.52
Invoice 224143 (Jan 2026) Hyland Trail Amenity Center-CEI (WA#28)	$	3,743.75
Invoice 224165 (Jan 2026) Master Site Planning (WA#11)	$	907.50
Invoice 224483 (Jan 2026) Area 6 Construction Documents (WA#8)	$	5,986.33
TOTAL	**$**	**38,836.48**

(E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

February 05, 2026
Invoice No: 224141

Total This Invoice $4,901.38

Project 17115.22000 Area 6 - Phase 1 CEI Services (WA#26)

Professional Services rendered through January 31, 2026

Phase 01. CEI Services

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	1/10/2026	1.00	255.00	255.00	
Wild, Scott	1/24/2026	1.00	255.00	255.00	
Project Manager/Construction Project Man					
Ellins, Jason	1/10/2026	1.00	225.00	225.00	
Ellins, Jason	1/17/2026	1.25	225.00	281.25	
Ellins, Jason	1/24/2026	.50	225.00	112.50	
Ellins, Jason	1/31/2026	1.00	225.00	225.00	
Administrative Support					
Blair, Shelley	1/10/2026	.75	110.00	82.50	
Totals		6.50		1,436.25	
Total Labor					**1,436.25**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	1,436.25	43,046.25	44,482.50
Limit			59,071.00
Remaining			14,588.50

Total this Phase $1,436.25

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	1/10/2026	1.00	255.00	255.00	
Engineering Intern					
Hebb, Cara	1/10/2026	.50	150.00	75.00	
Hebb, Cara	1/17/2026	.50	150.00	75.00	
Hebb, Cara	1/31/2026	.50	150.00	75.00	
Totals		2.50		480.00	
Total Labor					**480.00**

Billing Limits	Current	Prior	To-Date	
Labor	480.00	3,052.50	3,532.50	
Limit			41,976.00	
Remaining			38,443.50	
			Total this Phase	**$480.00**

Phase 03. CDD Tax Exempt Purchase Requisitions

Billing Limits	Current	Prior	To-Date	
Labor	0.00	0.00	0.00	
Limit			15,000.00	
Remaining			15,000.00	
			Total this Phase	**0.00**

Phase 04. Owner Requested Plan Revisions

Labor

		Hours	Rate	Amount	
Project Manager/Construction Project Man					
Blalock, Clinton	1/17/2026	1.50	225.00	337.50	
Blalock, Clinton	1/24/2026	3.00	225.00	675.00	
Blalock, Clinton	1/31/2026	4.50	225.00	1,012.50	
Engineering/Landscape Designer					
Jeter, Matthew	1/24/2026	2.00	155.00	310.00	
Administrative Support					
Blair, Shelley	1/24/2026	.50	110.00	55.00	
Totals		11.50		2,390.00	
Total Labor					**2,390.00**

Billing Limits	Current	Prior	To-Date	
Labor	2,390.00	14,922.50	17,312.50	
Limit			20,000.00	
Remaining			2,687.50	
			Total this Phase	**$2,390.00**

Phase XP. Expenses

Expenses

Permits			517.50	
Total Expenses		**1.15 times**	**517.50**	**595.13**
			Total this Phase	**$595.13**
			Total This Invoice	**$4,901.38**

Outstanding Invoices

Number	Date	Balance
222538	10/30/2025	6,273.88
223050	11/26/2025	6,427.50

223631	1/9/2026	10,055.00		
Total		**22,756.38**		
			Total Now Due	**$27,657.76**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

February 05, 2026
Invoice No: 224142

Total This Invoice $23,297.52

Project 17115.23000 Rolling View Boulevard Extension (WA#5)

Professional Services rendered through January 31, 2026

Phase 01. Rolling View Blvd Design & Constuction D

Total Fee	248,544.00
Percent Complete	31.00

Total Fee **19,883.52**

Total this Phase **$19,883.52**

Phase 01.1 Lump Sum

	Fee	Percent Complete	Earned	Current Billing
02.Sandridge Road Design & Contruction Docs	32,400.00	94.00	30,456.00	1,944.00
03.Preliminary Traffic Analysis	12,300.00	0.00	0.00	0.00
04.Code Minimum Landscape Plan	11,500.00	0.00	0.00	0.00
05.Regulatory Permitting				
05.1.Clay County Plan Review	7,800.00	0.00	0.00	0.00
05.2.CCUA Utility Plan Approval	9,000.00	0.00	0.00	0.00
05.3.CCUA San Sew Coll Sys Gen Permit	2,400.00	0.00	0.00	0.00
05.4.CCUA Water Dist Sys Gen Permit	2,400.00	0.00	0.00	0.00
05.5.FDOT Access Permit	17,400.00	0.00	0.00	0.00
05.6.FDOT Drainage Permit	8,400.00	0.00	0.00	0.00
05.7.SJRWMD ERP Modification	22,080.00	0.00	0.00	0.00
06.Electric Design Coordination	5,000.00	0.00	0.00	0.00
07.FDOT/Clay County Coordination	8,100.00	40.9259	3,315.00	0.00
Total Fee	138,780.00		33,771.00	1,944.00

Total Fee **1,944.00**

Total this Phase **$1,944.00**

Phase 08. Project Management

Labor

		Hours	Rate	Amount	
Vice President					
Budd, Shawn	1/10/2026	1.50	295.00	442.50	
Coordination					
Budd, Shawn	1/24/2026	.50	295.00	147.50	
Schedule.					
Senior Engineer/Senior Project Manager					
Wild, Scott	1/10/2026	1.00	255.00	255.00	
coordination					
Wild, Scott	1/24/2026	1.00	255.00	255.00	
coordination with Brian					
Wild, Scott	1/31/2026	1.00	255.00	255.00	
misc coordination					
Totals		5.00		1,355.00	
Total Labor					**1,355.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	1,355.00	5,992.50	7,347.50	
Limit			10,000.00	
Remaining			2,652.50	
		Total this Phase		**$1,355.00**

Phase XP. Expenses

Expenses

Permits			100.00	
Total Expenses		**1.15 times**	**100.00**	**115.00**
		Total this Phase		**$115.00**
		Total This Invoice		**$23,297.52**

Outstanding Invoices

Number	**Date**	**Balance**
222539	10/30/2025	15,458.30
223051	11/26/2025	41,144.10
223633	1/9/2026	23,368.02
Total		**79,970.42**

Total Now Due **$103,267.94**

St. Johns River
Water Management District
Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

Print Date: Jan 6, 2026

Fee Receipt

Receipt Date: Jan 6, 2026

Receipt #: P132167

Total Amount: $100.00

Received By: System Generated

Fee Category: ERP

Payment Reason: Application Fee

Payment Method: Online

Payment Details: OnLine-248372292-1004704

Received From:

ePermit Account: Hung Hoang, England, Thims & Miller, Inc, 14775 Old St Augustine Rd, Jacksonville, FL 32258

Comments: Online Fee from ePermit
Payer Information: Matthew S Maggiore, 14775 OLD ST AUGUSTINE RD, JACKSONVILLE, FL 32258, US

Line Item(s):

Reference #	Reason	Received Amount	Refund Amount
PROJ: 245960-1	Application Fee	$100.00	$0.00

Contact(s):

Reference #	Contacts
PROJ: 245960-1	Applicant: Hung Hoang, England, Thims & Miller, Inc, 14775 Old St Augustine Rd, Jacksonville, FL 32258-2463

GOVERNING BOARD

Rob Bradley, CHAIR FLEMING ISLAND
Maryam H. Ghyabi-White, VICE CHAIR ORMOND BEACH
J. Chris Peterson, SECRETARY WINTER PARK
Cole Oliver, TREASURER MERRITT ISLAND
Ryan Atwood MOUNT DORA
Doug Bournique VERO BEACH
Douglas Burnett ST. AUGUSTINE
Ron Howse COCOA
Janet Price FERNANDINA BEACH

From: Hung Hoang
To: Marilyn Galen
Cc: Brian Landeweer
Subject: Fw: Payment Received for Confirmation # 1004704 and Permit # 245960-1
Date: Tuesday, January 6, 2026 3:42:57 PM
Attachments: logo.png

Good afternoon Marilyn,

Please see the receipt below for the District permit fee for the Sandridge Rd improvement project (project #17115.23, phase 1).

Thanks,

Hung Hoang, P.E. Transportation Engineer
HoangH@etminc.com | office: 904.376.6309
England-Thims & Miller, Inc. | Career Opportunities

From: appnotify@sjrwmd.com <appnotify@sjrwmd.com>
Sent: Tuesday, January 6, 2026 3:16 PM
To: Hung Hoang <HoangH@etminc.com>
Cc: e-reg-mail@sjrwmd.com <e-reg-mail@sjrwmd.com>; Hung Hoang <HoangH@etminc.com>
Subject: Payment Received for Confirmation # 1004704 and Permit # 245960-1

Thank you for your payment online!
Payment Confirmation #: 1004704
Bank Transaction #: 248372292
Fee Receipt #: 132167
Payment Amount: $100

Project(s):
245960-1 - Sandridge Road Improvements

You will receive a separate email from the payment processor with the transaction details.
You can view/print the District fee receipt here

PLEASE NOTE: The appnotify@sjrwmd.com and e-reg-mail@sjrwmd.com mailboxes are not monitored. Use one of the following email addresses if you need to respond: Pending applications: ApplicationSupport@sjrwmd.com; Permitted Projects: ComplianceSupport@sjrwmd.com

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St. Johns River Water Management District
4049 Reid Street • Palatka, FL 32177

Website: www.sjrwmd.com
Connect with us: Newsletter, Facebook, Twitter, Instagram, YouTube, Pinterest

www.sjrwmd.com/ePermit

CAUTION: This email originated from outside of ETM. Do not click links or open attachments unless you recognize the sender and know the content is safe.

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

February 05, 2026
Invoice No: 224143

Total This Invoice $3,743.75

Project 17115.24000 Hyland Trail Amenity Center-CEI (WA#28)

Professional Services rendered through January 31, 2026

Phase 01. Limited Construction Admin Services

Labor

		Hours	Rate	Amount	
Project Manager/Construction Project Man					
Ellins, Jason	1/10/2026	1.00	225.00	225.00	
Ellins, Jason	1/17/2026	.75	225.00	168.75	
Ellins, Jason	1/24/2026	.50	225.00	112.50	
Ellins, Jason	1/31/2026	1.00	225.00	225.00	
Engineering/Landscape Designer					
Jeter, Matthew	1/31/2026	2.50	155.00	387.50	
Totals		5.75		1,118.75	
Total Labor					**1,118.75**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	1,118.75	29,188.75	30,307.50	
Limit			49,725.00	
Remaining			19,417.50	
		Total this Phase		**$1,118.75**

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	1/10/2026	.50	255.00	127.50	
Wild, Scott	1/24/2026	.50	255.00	127.50	
Project Manager/Construction Project Man					
Blalock, Clinton	1/24/2026	.25	225.00	56.25	
Totals		1.25		311.25	
Total Labor					**311.25**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	311.25	1,807.50	2,118.75
Limit			19,875.00
Remaining			17,756.25

Total this Phase **$311.25**

Phase 03. Owner Requested Plan Revisions

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Landeweer, Brian	1/31/2026	3.00	255.00	765.00	
LeBlanc, Adriann	1/31/2026	1.00	255.00	255.00	
Project Manager/Construction Project Man					
Blalock, Clinton	1/17/2026	.75	225.00	168.75	
Blalock, Clinton	1/31/2026	5.00	225.00	1,125.00	
Totals		9.75		2,313.75	
Total Labor					**2,313.75**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	2,313.75	7,537.50	9,851.25	
Limit			10,000.00	
Remaining			148.75	

Total this Phase **$2,313.75**

Phase XP. Expenses

Billing Limits	**Current**	**Prior**	**To-Date**	
Expense	0.00	633.27	633.27	
Limit			5,000.00	
Remaining			4,366.73	

Total this Phase **0.00**

Total This Invoice **$3,743.75**

Outstanding Invoices

Number	**Date**	**Balance**
222540	10/30/2025	5,952.50
223052	11/26/2025	2,697.50
223719	1/12/2026	2,028.75
Total		**10,678.75**

Total Now Due **$14,422.50**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
Creekview CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

February 05, 2026
Invoice No: 224165

Total This Invoice $907.50

Project 22320.00000 Creekview CDD - Master Site Planning (WA#11)

Professional Services rendered through January 31, 2026

Phase 01. Master Site Planning

Labor

		Hours	Rate	Amount	
Director					
Merrell, Scott	1/31/2026	2.50	210.00	525.00	
Totals		2.50		525.00	
Total Labor					**525.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	525.00	27,027.25	27,552.25
Limit			30,000.00
Remaining			2,447.75

Total this Phase $525.00

Phase 02. Master Planning Coordination Meetings

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	1/10/2026	.50	255.00	127.50	
Wild, Scott	1/24/2026	1.00	255.00	255.00	
Totals		1.50		382.50	
Total Labor					**382.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	382.50	32,415.00	32,797.50
Limit			35,000.00
Remaining			2,202.50

Total this Phase $382.50

Phase XP Expenses

Total this Phase 0.00

Total This Invoice $907.50

Project	22320.00000	Creekview CDD - Master Site Planning (WA	Invoice	224165

Outstanding Invoices

Number	Date	Balance
222559	10/30/2025	1,308.75
223073	11/26/2025	2,921.25
223664	1/9/2026	1,678.75
Total		**5,908.75**

Total Now Due	**$6,816.25**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
Creekview CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

February 10, 2026
Invoice No: 224483

Total This Invoice $5,986.33

Project 22204.00000 Creekview Trail -Area 6 Construction Documents (WA#8)

Professional Services rendered through January 31, 2026

Phase 01 Site Plan Revisions

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	7,500.00	7,500.00
Limit			7,500.00

Total this Phase 0.00

Phase 02-10 Lump Sum Services

	Fee	**Percent Complete**	**Earned**	**Current Billing**
2.Clay County DRC Approval	9,375.00	100.00	9,375.00	0.00
3.Construction Plan Preparation	128,125.00	100.00	128,125.00	0.00
4.Lift Station Design	38,000.00	100.00	38,000.00	0.00
5.Landscape Design(Code Design)	9,700.00	100.00	9,700.00	0.00
6.Clay County Plan Approval	8,500.00	100.00	8,500.00	0.00
7.CCUA Plan Approval	6,500.00	100.00	6,500.00	0.00
8.CCUA Water & Sewer Permits	5,000.00	100.00	5,000.00	0.00
9.SJRWMD ERP	18,700.00	100.00	18,700.00	0.00
10.Electric Design	4,200.00	50.00	2,100.00	0.00
Total Fee	228,100.00		226,000.00	0.00

Total Fee 0.00

Total this Phase 0.00

Phase 11 Project Management

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	10,000.00	10,000.00
Limit			10,000.00

Total this Phase 0.00

Phase 12 Site Plan Revisions (Ph.2)

Billing Limits	Current	Prior	To-Date	
Labor	0.00	0.00	0.00	
Limit			3,750.00	
Remaining			3,750.00	
		Total this Phase		**0.00**

Phase 12.1 Amendment No. 1- Lump Sum (Ph 13.-26)

	Fee	Percent Complete	Earned	Current Billing	
13.Clay County DRC Approval(if necessary)	4,685.00	0.00	0.00	0.00	
14.Construction Plan Revisions (Ph 2)	23,750.00	65.00	15,437.50	15,437.50	
15.Lift Station Revisions (Ph 1)	9,500.00	0.00	0.00	0.00	
16.Landscape Plan Revision(Code Design)(Ph 2)	2,800.00	0.00	0.00	0.00	
17.Clay County Plan Approval(Ph 1)	4,250.00	50.00	2,125.00	2,125.00	
18.Clay County Plan Approval(Ph 2)	4,250.00	0.00	0.00	0.00	
19.CCUA Plan Approval (Ph 1)	3,250.00	0.00	0.00	0.00	
20.CCUA Plan Approval (Ph 2)	3,250.00	0.00	0.00	0.00	
21.CCUA Water/Sewer Permits(Ph 1)	2,500.00	0.00	0.00	0.00	
22.CCUA Water/Sewer Permits(Ph 2)	2,500.00	0.00	0.00	0.00	
23.SJRWMD ERP(Ph 2)	9,350.00	50.00	4,675.00	4,675.00	
24.Electric Design Coordination (Ph 2)	2,100.00	0.00	0.00	0.00	
25.Construction Plan Revisions (Ph 1)	3,000.00	90.00	2,700.00	2,700.00	
26.Landscape Plan Revisions (Ph 1)	1,500.00	0.00	0.00	0.00	
Total Fee	76,685.00		24,937.50	24,937.50	
	Total Fee				**24,937.50**
			Total this Phase		**$24,937.50**

Phase 27 Project Management

Billing Limits	Current	Prior	To-Date	
Labor	0.00	0.00	0.00	
Limit			5,000.00	
Remaining			5,000.00	
		Total this Phase		**0.00**

Phase XP Expenses

Expenses				
Delivery / Messenger Svc			42.46	
Total Expenses		**1.15 times**	**42.46**	**48.83**
Additional Fees				
Credit: Second lift station			-19,000.00	
Total Additional Fees			**-19,000.00**	**-19,000.00**
		Total this Phase		**-$18,951.17**

Project	22204.00000	Creekview Trail -Area 6 Construction	Invoice	224483

Total This Invoice **$5,986.33**

Requistion Form - #450 ETM (Jan 2026)

Final Audit Report 2026-02-20

Created:	2026-02-20
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj5TNEBSD-F6vxFYdl--EY9vrZYdCc_18

"Requistion Form - #450 ETM (Jan 2026)" History

Document created by Shelley Blair (blairs@etminc.com)
2026-02-20 - 1:31:42 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-02-20 - 1:31:47 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-02-20 - 8:34:46 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-02-20 - 8:35:11 PM GMT - Time Source: server

Agreement completed.
2026-02-20 - 8:35:11 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3AIX CONSENT AGENDA

REQUISITION #451

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) Requisition Number: **451**

(B) Name of Payee: **Basham & Lucas Design Group, Inc.**
7645 Gate Parkway, Suite 101
Jacksonville, FL 32256

(C) Amount Payable: **$ 10,535.40**

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

Hyland Trails Amenity Construction Administration - Invoice 11071 = $1,650.00
Hyland Trails Amenity Construction Administration - Invoice 11035 = $1,981.04
Hyland Trails Amenity Construction Administration – Invoice 10997 = $2,554.36
Hyland Trails Amenity Construction Administration - Invoice 10960 = $1,650.00
Hyland Trails Amenity Construction Administration - Invoice 10912 = $2,700.00
TOTAL $10,535.40

(E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

Scott A. Wild
District Engineer

Basham & Lucas Design Group Inc.
7645 Gate Pkwy Ste 101
Jacksonville, FL 32256
+19047312323

INVOICE

BILL TO
Creekview CDD
c/o Mike Taylor
7807 Baymeadows Rd. E, Suite 205
Jacksonville, FL 32256

INVOICE	11071
DATE	02/10/2026
TERMS	Net 30
DUE DATE	03/12/2026

PROJECT NAME
(22-08E) Hyland Trail CA

CONTRACT SERVICES	CONTRACT	DUE	AMOUNT DUE
Part 2:Shop Drawing Review	150.00	1,050.00 of 30,000.00	1,050.00
Part 3:CA - RFI's and Pay App Review	150.00	600.00 of 25,000.00	600.00
Part 4:Swimming Pool Construction Administration	1,500.00	0.00 of 1,500.00	0.00
Part 5:Steel Inspection	2,500.00	0.00 of 2,500.00	0.00
Part 6:Reimbursable Expenses	2,000.00	0.00 of 2,000.00	0.00

BALANCE DUE **$1,650.00**

Estimate Summary

Estimate 20-740	63,500.00
Invoice 10873	2,100.00
Invoice 10798	6,625.00
Invoice 11035	1,981.04
Invoice 10997	2,554.36
Invoice 10960	1,650.00
Invoice 10912	2,700.00
Invoice 10828	1,800.00
This invoice 11071	$1,650.00
Total invoiced	21,060.40

Basham & Lucas Design Group Inc.
7645 Gate Pkwy Ste 101
Jacksonville, FL 32256
+19047312323
info@bashamlucas.com
www.bashamlucas.com

INVOICE

BILL TO
Creekview CDD
c/o Mike Taylor
7807 Baymeadows Rd. E, Suite 205
Jacksonville, FL 32256

INVOICE	11035
DATE	01/13/2026
TERMS	Net 30
DUE DATE	02/12/2026

PROJECT NAME
(22-08E) Hyland Trail CA

DESCRIPTION	QTY	RATE	AMOUNT
Additional services owner requested revisions of drawings	1	580.00	580.00
Part 2:Shop Drawing Review	6	150.00	900.00
Part 3:CA- Pay app review & RFI's	3	150.00	450.00
Part 4:Swimming Pool Construction Administration	0	1,500.00	0.00
Part 5:Steel Inspection	0	2,500.00	0.00
Part 6:Reimbursable Expenses - site visit 12/25/25	0.02552	2,000.00	51.04

BALANCE DUE **$1,981.04**

Estimate Summary

Estimate 20-740	63,500.00
Invoice 10873	2,100.00
Invoice 10798	6,625.00
Invoice 11071	1,650.00
Invoice 10997	2,554.36
Invoice 10960	1,650.00
Invoice 10912	2,700.00
Invoice 10828	1,800.00
This invoice 11035	$1,981.04
Total invoiced	21,060.40

Basham & Lucas Design Group Inc.
7645 Gate Pkwy Ste 101
Jacksonville, FL 32256
+19047312323
info@bashamlucas.com
www.bashamlucas.com

INVOICE

BILL TO
Creekview CDD
c/o Mike Taylor
7807 Baymeadows Rd. E, Suite 205
Jacksonville, FL 32256

INVOICE	10997
DATE	12/10/2025
TERMS	Net 30
DUE DATE	01/09/2026

PROJECT NAME
(22-08E) Hyland Trail CA

DESCRIPTION	QTY	RATE	AMOUNT
Part 2:Shop Drawing Review	8	150.00	1,200.00
Part 3:CA - RFI's & site grading evaluations	8	150.00	1,200.00
Part 4:Swimming Pool Construction Administration	0	1,500.00	0.00
Part 5:Steel Inspection	0	2,500.00	0.00
Part 6:Reimbursable Expenses	0.07718	2,000.00	154.36

BALANCE DUE **$2,554.36**

Estimate Summary

Estimate 20-740	63,500.00
Invoice 10873	2,100.00
Invoice 10798	6,625.00
Invoice 11035	1,981.04
Invoice 11071	1,650.00
Invoice 10960	1,650.00
Invoice 10912	2,700.00
Invoice 10828	1,800.00
This invoice 10997	$2,554.36
Total invoiced	21,060.40

Basham & Lucas Design Group Inc.
7645 Gate Pkwy Ste 101
Jacksonville, FL 32256
+19047312323

INVOICE

BILL TO
Creekview CDD
c/o Mike Taylor
7807 Baymeadows Rd. E, Suite 205
Jacksonville, FL 32256

INVOICE	10960
DATE	11/11/2025
TERMS	Net 30
DUE DATE	12/11/2025

PROJECT NAME
(22-08E) Hyland Trail CA

CONTRACT SERVICES	CONTRACT	DUE	AMOUNT DUE
Part 2:Shop Drawing Review	150.00	900.00 of 30,000.00	900.00
Part 3:CA - RFI's	150.00	750.00 of 25,000.00	750.00
Part 4:Swimming Pool Construction Administration	1,500.00	0.00 of 1,500.00	0.00
Part 5:Steel Inspection	2,500.00	0.00 of 2,500.00	0.00
Part 6:Reimbursable Expenses	2,000.00	0.00 of 2,000.00	0.00

BALANCE DUE **$1,650.00**

Estimate Summary

Estimate 20-740	63,500.00
Invoice 10873	2,100.00
Invoice 10798	6,625.00
Invoice 11035	1,981.04
Invoice 11071	1,650.00
Invoice 10997	2,554.36
Invoice 10912	2,700.00
Invoice 10828	1,800.00
This invoice 10960	$1,650.00
Total invoiced	21,060.40

Basham & Lucas Design Group Inc.
7645 Gate Pkwy Ste 101
Jacksonville, FL 32256
+19047312323

INVOICE

BILL TO
Creekview CDD
c/o Mike Taylor
7807 Baymeadows Rd. E, Suite 205
Jacksonville, FL 32256

INVOICE	10912
DATE	10/16/2025
TERMS	Net 30
DUE DATE	11/15/2025

PROJECT NAME
(22-08E) Hyland Trail CA

CONTRACT SERVICES	CONTRACT	DUE	AMOUNT DUE
Part 2:Shop Drawing Review	150.00	1,500.00 of 30,000.00	1,500.00
Part 3:CA - HS Modifications, Dwg file coordination, and Paver pattern Exhibit.	150.00	1,200.00 of 25,000.00	1,200.00
Part 4:Swimming Pool Construction Administration	1,500.00	0.00 of 1,500.00	0.00
Part 5:Steel Inspection	2,500.00	0.00 of 2,500.00	0.00
Part 6:Reimbursable Expenses	2,000.00	0.00 of 2,000.00	0.00

BALANCE DUE **$2,700.00**

Requistion Form - #451 - Basham and Lucas

Final Audit Report 2026-03-16

Created:	2026-03-16
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqVuFF_K1bokzBquXUpVAEBsgm8NPfg9h

"Requistion Form - #451 - Basham and Lucas" History

Document created by Shelley Blair (blairs@etminc.com)
2026-03-16 - 2:29:26 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-03-16 - 2:29:30 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-03-16 - 8:31:26 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-03-16 - 8:32:41 PM GMT - Time Source: server

Agreement completed.
2026-03-16 - 8:32:41 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3AX

CONSENT

AGENDA

REQUISITION #452

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview 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 National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) Requisition Number: **452**

(B) Name of Payee: **England-Thims & Miller, Inc.**

[redacted]

(C) Amount Payable: **$ 37,265.01**

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

Invoice 224639 (Feb 2026) Area 6 Phase 1 CEI Services (WA#26)	$	1,548.75
Invoice 224640 (Feb 2026) Rolling River Boulevard Extension (WA#5)	$	10,639.26
Invoice 224641 (Feb 2026) Hyland Trail Amenity Center-CEI (WA#28)	$	843.75
Invoice 224658 (Feb 2026) Master Site Planning (WA#11)	$	2,602.50
Invoice 224657 (Feb 2026) Area 6 Construction Documents (WA#8)	$	20,426.25
Invoice 224664 (Feb 2025) Creekview Area 7 Construction Documents (WA#14)	$	1,204.50
TOTAL	**$**	**37,265.01**

(E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

March 05, 2026
Invoice No: 224639

Total This Invoice $1,548.75

Project 17115.22000 Area 6 - Phase 1 CEI Services (WA#26)

Professional Services rendered through February 28, 2026

Phase 01. CEI Services

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	2/14/2026	1.00	255.00	255.00	
Project Manager/Construction Project Man					
Ellins, Jason	2/7/2026	1.00	225.00	225.00	
Ellins, Jason	2/14/2026	.75	225.00	168.75	
Ellins, Jason	2/21/2026	.50	225.00	112.50	
Ellins, Jason	2/28/2026	.75	225.00	168.75	
Totals		4.00		930.00	
Total Labor					**930.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	930.00	44,482.50	45,412.50	
Limit			59,071.00	
Remaining			13,658.50	
		Total this Phase		**$930.00**

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount	
Engineering Intern					
Hebb, Cara	2/7/2026	.50	150.00	75.00	
Hebb, Cara	2/21/2026	.50	150.00	75.00	
Hebb, Cara	2/28/2026	.50	150.00	75.00	
Totals		1.50		225.00	
Total Labor					**225.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	225.00	3,532.50	3,757.50
Limit			41,976.00
Remaining			38,218.50

Total this Phase **$225.00**

Phase 03. CDD Tax Exempt Purchase Requisitions

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	0.00	0.00
Limit			15,000.00
Remaining			15,000.00

Total this Phase **0.00**

Phase 04. Owner Requested Plan Revisions

Labor

		Hours	**Rate**	**Amount**
Project Manager/Construction Project Man				
Blalock, Clinton	2/21/2026	1.50	225.00	337.50
Blalock, Clinton	2/28/2026	.25	225.00	56.25
Totals		1.75		393.75
Total Labor				**393.75**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	393.75	17,312.50	17,706.25
Limit			20,000.00
Remaining			2,293.75

Total this Phase **$393.75**

Phase XP. Expenses

Total this Phase **0.00**

Total This Invoice **$1,548.75**

Outstanding Invoices

Number	**Date**	**Balance**
222538	10/30/2025	6,273.88
223631	1/9/2026	10,055.00
224141	2/5/2026	4,901.38
Total		**21,230.26**

Total Now Due **$22,779.01**

ETM ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

March 05, 2026
Invoice No: 224640

Total This Invoice $10,639.26

Project 17115.23000 Rolling View Boulevard Extension (WA#5)

Professional Services rendered through February 28, 2026

Phase 01. Rolling View Blvd Design & Constuction D

Total Fee	248,544.00
Percent Complete	35.00

Total Fee **9,941.76**

Total this Phase **$9,941.76**

Phase 01.1 Lump Sum

	Fee	Percent Complete	Earned	Current Billing
02.Sandridge Road Design & Contruction Docs	32,400.00	94.00	30,456.00	0.00
03.Preliminary Traffic Analysis	12,300.00	0.00	0.00	0.00
04.Code Minimum Landscape Plan	11,500.00	0.00	0.00	0.00
05.Regulatory Permitting				
05.1.Clay County Plan Review	7,800.00	0.00	0.00	0.00
05.2.CCUA Utility Plan Approval	9,000.00	0.00	0.00	0.00
05.3.CCUA San Sew Coll Sys Gen Permit	2,400.00	0.00	0.00	0.00
05.4.CCUA Water Dist Sys Gen Permit	2,400.00	0.00	0.00	0.00
05.5.FDOT Access Permit	17,400.00	0.00	0.00	0.00
05.6.FDOT Drainage Permit	8,400.00	0.00	0.00	0.00
05.7.SJRWMD ERP Modification	22,080.00	0.00	0.00	0.00
06.Electric Design Coordination	5,000.00	0.00	0.00	0.00
07.FDOT/Clay County Coordination	8,100.00	40.9259	3,315.00	0.00
Total Fee	138,780.00		33,771.00	0.00

Total Fee **0.00**

Total this Phase **0.00**

Phase 08. Project Management

Labor

		Hours	Rate	Amount	
Vice President					
Budd, Shawn	2/7/2026	.50	295.00	147.50	
Schedule.					
Budd, Shawn	2/14/2026	.50	295.00	147.50	
Project coordination.					
Budd, Shawn	2/28/2026	.50	295.00	147.50	
Project coordination.					
Senior Engineer/Senior Project Manager					
Wild, Scott	2/14/2026	1.00	255.00	255.00	
plan/file coordination					
Totals		2.50		697.50	
Total Labor					**697.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	697.50	7,347.50	8,045.00	
Limit			10,000.00	
Remaining			1,955.00	
		Total this Phase		**$697.50**

Phase XP. Expenses

Total this Phase		**0.00**
Total This Invoice		**$10,639.26**

Outstanding Invoices

Number	Date	Balance
222539	10/30/2025	15,458.30
223633	1/9/2026	23,368.02
224142	2/5/2026	23,297.52
Total		**62,123.84**

Total Now Due	**$72,763.10**

ETM ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

March 05, 2026
Invoice No: 224641

Total This Invoice $843.75

Project 17115.24000 Hyland Trail Amenity Center-CEI (WA#28)

Professional Services rendered through February 28, 2026

Phase 01. Limited Construction Admin Services

Labor

		Hours	Rate	Amount	
Project Manager/Construction Project Man					
Blalock, Clinton	2/7/2026	.25	225.00	56.25	
Ellins, Jason	2/7/2026	.50	225.00	112.50	
Ellins, Jason	2/14/2026	.75	225.00	168.75	
Ellins, Jason	2/21/2026	.50	225.00	112.50	
Ellins, Jason	2/28/2026	.75	225.00	168.75	
Totals		2.75		618.75	
Total Labor					**618.75**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	618.75	30,307.50	30,926.25	
Limit			49,725.00	
Remaining			18,798.75	
		Total this Phase		**$618.75**

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount	
Project Manager/Construction Project Man					
Blalock, Clinton	2/7/2026	.25	225.00	56.25	
Blalock, Clinton	2/21/2026	.25	225.00	56.25	
Totals		.50		112.50	
Total Labor					**112.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	112.50	2,118.75	2,231.25	
Limit			19,875.00	
Remaining			17,643.75	
		Total this Phase		**$112.50**

Phase 03. Owner Requested Plan Revisions

Labor

		Hours	Rate	Amount	
Project Manager/Construction Project Man					
Blalock, Clinton	2/14/2026	.25	225.00	56.25	
Blalock, Clinton	2/21/2026	.25	225.00	56.25	
Totals		.50		112.50	
Total Labor					**112.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	112.50	9,851.25	9,963.75	
Limit			10,000.00	
Remaining			36.25	
		Total this Phase		**$112.50**

Phase XP. Expenses

Billing Limits	**Current**	**Prior**	**To-Date**	
Expense	0.00	633.27	633.27	
Limit			5,000.00	
Remaining			4,366.73	
		Total this Phase		**0.00**
		Total This Invoice		**$843.75**

Outstanding Invoices

Number	**Date**	**Balance**
222540	10/30/2025	5,952.50
223719	1/12/2026	2,028.75
224143	2/5/2026	3,743.75
Total		**11,725.00**

Total Now Due **$12,568.75**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
Creekview CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

March 05, 2026
Invoice No: 224658

Total This Invoice $2,602.50

Project 22320.00000 Creekview CDD - Master Site Planning (WA#11)

Professional Services rendered through February 28, 2026

Phase 01. Master Site Planning

Labor

		Hours	Rate	Amount	
Director					
Merrell, Scott	2/28/2026	5.00	210.00	1,050.00	
Sr. Planner/Planning Manager					
Dendor, Casey	2/14/2026	1.50	225.00	337.50	
Totals		6.50		1,387.50	
Total Labor					**1,387.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	1,387.50	27,552.25	28,939.75
Limit			30,000.00
Remaining			1,060.25

Total this Phase $1,387.50

Phase 02. Master Planning Coordination Meetings

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	2/7/2026	1.00	255.00	255.00	
Wild, Scott	2/21/2026	1.00	255.00	255.00	
Wild, Scott	2/28/2026	1.00	255.00	255.00	
Sr. Planner/Planning Manager					
Dendor, Casey	2/7/2026	.25	225.00	56.25	
Dendor, Casey	2/14/2026	1.50	225.00	337.50	
Dendor, Casey	2/21/2026	.25	225.00	56.25	
Totals		5.00		1,215.00	
Total Labor					**1,215.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	1,215.00	32,797.50	34,012.50
Limit			35,000.00
Remaining			987.50

			Total this Phase	**$1,215.00**
Phase	XP	Expenses		
			Total this Phase	**0.00**
			Total This Invoice	**$2,602.50**

Outstanding Invoices

Number	Date	Balance		
222559	10/30/2025	1,308.75		
223073	11/26/2025	2,921.25		
223664	1/9/2026	1,678.75		
224165	2/5/2026	907.50		
Total		**6,816.25**		
			Total Now Due	**$9,418.75**

ETM ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
Creekview CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

March 05, 2026
Invoice No: 224657

Total This Invoice $20,426.25

Project 22204.00000 Creekview Trail -Area 6 Construction Documents (WA#8)

Professional Services rendered through February 28, 2026

Phase 01 Site Plan Revisions

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	7,500.00	7,500.00
Limit			7,500.00

Total this Phase **0.00**

Phase 02-10 Lump Sum Services

	Fee	**Percent Complete**	**Earned**	**Current Billing**
2.Clay County DRC Approval	9,375.00	100.00	9,375.00	0.00
3.Construction Plan Preparation	128,125.00	100.00	128,125.00	0.00
4.Lift Station Design	38,000.00	100.00	38,000.00	0.00
5.Landscape Design(Code Design)	9,700.00	100.00	9,700.00	0.00
6.Clay County Plan Approval	8,500.00	100.00	8,500.00	0.00
7.CCUA Plan Approval	6,500.00	100.00	6,500.00	0.00
8.CCUA Water & Sewer Permits	5,000.00	100.00	5,000.00	0.00
9.SJRWMD ERP	18,700.00	100.00	18,700.00	0.00
10.Electric Design	4,200.00	50.00	2,100.00	0.00
Total Fee	228,100.00		226,000.00	0.00

Total Fee **0.00**

Total this Phase **0.00**

Phase 11 Project Management

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	10,000.00	10,000.00
Limit			10,000.00

Total this Phase **0.00**

Phase 12 Site Plan Revisions (Ph.2)

Labor

		Hours	Rate	Amount	
Engineering/Landscape Designer					
George, Brooke	2/21/2026	3.00	155.00	465.00	
George, Brooke	2/28/2026	1.75	155.00	271.25	
Jeter, Matthew	2/28/2026	.50	155.00	77.50	
Simonelli, Dino	2/7/2026	3.50	155.00	542.50	
Simonelli, Dino	2/14/2026	10.50	155.00	1,627.50	
Simonelli, Dino	2/28/2026	1.00	155.00	155.00	
Totals		20.25		3,138.75	
Total Labor					**3,138.75**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	3,138.75	0.00	3,138.75	
Limit			3,750.00	
Remaining			611.25	
		Total this Phase		**$3,138.75**

Phase 12.1 Amendment No. 1- Lump Sum (Ph 13.-26)

	Fee	Percent Complete	Earned	Current Billing	
13.Clay County DRC Approval(if necessary)	4,685.00	0.00	0.00	0.00	
14.Construction Plan Revisions (Ph 2)	23,750.00	92.00	21,850.00	6,412.50	
15.Lift Station Revisions (Ph 1)	9,500.00	50.00	4,750.00	4,750.00	
16.Landscape Plan Revision(Code Design)(Ph 2)	2,800.00	0.00	0.00	0.00	
17.Clay County Plan Approval(Ph 1)	4,250.00	50.00	2,125.00	0.00	
18.Clay County Plan Approval(Ph 2)	4,250.00	50.00	2,125.00	2,125.00	
19.CCUA Plan Approval (Ph 1)	3,250.00	50.00	1,625.00	1,625.00	
20.CCUA Plan Approval (Ph 2)	3,250.00	50.00	1,625.00	1,625.00	
21.CCUA Water/Sewer Permits(Ph 1)	2,500.00	0.00	0.00	0.00	
22.CCUA Water/Sewer Permits(Ph 2)	2,500.00	0.00	0.00	0.00	
23.SJRWMD ERP(Ph 2)	9,350.00	50.00	4,675.00	0.00	
24.Electric Design Coordination (Ph 2)	2,100.00	0.00	0.00	0.00	
25.Construction Plan Revisions (Ph 1)	3,000.00	90.00	2,700.00	0.00	
26.Landscape Plan Revisions (Ph 1)	1,500.00	50.00	750.00	750.00	
Total Fee	76,685.00		42,225.00	17,287.50	
	Total Fee				**17,287.50**
			Total this Phase		**$17,287.50**

Phase 27 Project Management

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	0.00	0.00
Limit			5,000.00
Remaining			5,000.00

			Total this Phase	**0.00**
Phase	XP	Expenses		
			Total this Phase	**0.00**
			Total This Invoice	**$20,426.25**

Outstanding Invoices

Number	Date	Balance
224483	2/10/2026	5,986.33
Total		**5,986.33**

Total Now Due	**$26,412.58**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
Creekview CDD
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

March 05, 2026
Invoice No: 224664

Total This Invoice $1,204.50

Project 22419.00000 Creekview Trail CDD-Area 7 Construction Documents (WA#14)

Professional Services rendered through February 28, 2026

Phase 01 Preliminary Engineering

Total Fee 32,500.00

Percent Complete 100.00

Total Fee **0.00**

Total this Phase **0.00**

Phase 02 Site Plan Revisions

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	7,500.00	7,500.00
Limit			7,500.00

Total this Phase **0.00**

Phase 03-11 Lump Sum Services

	Fee	Percent Complete	Earned	Current Billing
3. Clay County DRC Approval	9,375.00	0.00	0.00	0.00
4. Construction Plan Preparation	162,500.00	22.00	35,750.00	0.00
5. Lift Station Design	38,000.00	0.00	0.00	0.00
6. Landscape Design (Code Design)	9,700.00	0.00	0.00	0.00
7. Clay County Plan Approval	8,500.00	0.00	0.00	0.00
8. CCUA Plan Approval	6,500.00	0.00	0.00	0.00
9. CCUA Water & Sewer Permits	5,000.00	0.00	0.00	0.00
10. SJRWMD ERP	24,000.00	0.00	0.00	0.00
11. Electric Design Coordination	4,200.00	0.00	0.00	0.00
Total Fee	267,775.00		35,750.00	0.00

Total Fee **0.00**

Total this Phase **0.00**

Phase 12 Project Management

Labor

		Hours	Rate	Amount	
Vice President					
Manwell, Mark	7/5/2025	1.00	295.00	295.00	
Spofford, Raymond	4/5/2025	1.00	295.00	295.00	
Senior Engineer/Senior Project Manager					
Wild, Scott	2/14/2026	2.00	255.00	510.00	
Engineering Intern					
Hebb, Cara	5/3/2025	.25	150.00	37.50	
Hebb, Cara	12/20/2025	2.00	150.00	300.00	
Engineering/Landscape Designer					
Jeter, Matthew	2/14/2026	3.00	155.00	465.00	
Totals		9.25		1,902.50	
Total Labor					**1,902.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	1,902.50	8,795.50	10,698.00	
Limit			10,000.00	
Adjustment				**-698.00**
			Total this Phase	**$1,204.50**

Phase XP Expenses

Total this Phase **0.00**

Total This Invoice **$1,204.50**

Creekview CDD 2022 Bond Requistion Form - #452 ETM (Feb 2026)

Final Audit Report 2026-03-20

Created:	2026-03-19
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKF70b0n7P41brEcg8K3kNs8IuWDgb4GM

"Creekview CDD 2022 Bond Requistion Form - #452 ETM (Feb 2026)" History

Document created by Shelley Blair (blairs@etminc.com)
2026-03-19 - 12:57:35 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-03-19 - 12:57:43 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-03-20 - 6:26:05 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-03-20 - 6:26:34 PM GMT - Time Source: server

Agreement completed.
2026-03-20 - 6:26:34 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3B

CONSENT AGENDA

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BI

CONSENT

AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **143**

(B) Name of Payee: **Clary & Associates, Inc.**
3830 Crown Point Rd,
Suite A
Jacksonville, FL 32257$

(C) Amount Payable: **$ 1,070.00**

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

Creekview Area 5 Surveying Services - Invoice 2025-557

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

Clary & Associates, Inc
3830 CROWN POINT RD, Suite A
Jacksonville, FL 32257
9042602703
jclary@claryassoc.com
www.claryassoc.com

INVOICE

BILL TO
Creekview CDD

INVOICE # 2025-557
DATE 10/31/2025

PROJECT NAME	PROJECT LOCATION	CLIENT CONTACT
Creekview Trail Area 5A	Henley Rd.	Joe Corneilson

DATE		QTY	RATE	AMOUNT
	Surveying Services SPOT SHOTS	1	1,070.00	1,070.00

Provide spot shots in swale between lots 175 & 176 per contract

BALANCE DUE **$1,070.00**

Credit Card payments will incur an additional 4% fee to process payment

Creekview CDD 2024 Bonds Requisition 143 - Clary (2025-557)

Final Audit Report 2025-12-05

Created:	2025-12-05
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJyAoXXjzzhPZyxVpWxcPRYuwbQhBp9fC

"Creekview CDD 2024 Bonds Requisition 143 - Clary (2025-557) " History

Document created by Shelley Blair (blairs@etminc.com)
2025-12-05 - 2:38:40 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2025-12-05 - 2:38:44 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2025-12-05 - 6:39:53 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-12-05 - 6:40:15 PM GMT - Time Source: server

Agreement completed.
2025-12-05 - 6:40:15 PM GMT

Adobe Acrobat Sign

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BII

CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **144**

(B) Name of Payee: **SES Environmental Resource SOL**
3550 St. Johns Bluff Road South
Jacksonville, FL 32224

(C) Amount Payable: **$ 8,436.84**

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

Creekview Trail SJRWMD Permitting - Invoice 41504

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

3550 St. Johns Bluff Road South
Jacksonville, FL 32224
(904)285-1397

Creekview Community Development District
7807 Baymeadows Road, Suite 205
Jacksonville, FL 32256

Invoice number 41504
Date 11/30/2025

Project **23078.00 CREEKVIEW TRAIL (123.23.1066.0001)**

Professional Services provided through November 30, 2025

Description		Contract Amount	Prior Billed	Current Billed
Z99 Professional Services		535,965.00	520,862.25	8,436.84
	Total	535,965.00	520,862.25	8,436.84

Invoice total **8,436.84**

SJRWMD CP permit MOD application package, USACE IP MOD application package, coordination with SJRWMD regarding Phase 6 ERP issuance, project team meetings.

Creekview CDD 2024 Bonds Requisition 144 - SES Environmental

Final Audit Report 2025-12-05

Created:	2025-12-04
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiDICwZydMYnbcxsKVD9YQehy5n8Q1yxO

"Creekview CDD 2024 Bonds Requisition 144 - SES Environmental" History

Document created by Shelley Blair (blairs@etminc.com)
2025-12-04 - 5:45:09 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2025-12-04 - 5:45:14 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2025-12-05 - 2:31:39 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-12-05 - 2:32:05 PM GMT - Time Source: server

Agreement completed.
2025-12-05 - 2:32:05 PM GMT

Adobe Acrobat Sign

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BIII

CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **145**

(B) Name of Payee: **Gemini Engineering & Sciences, Inc.**
12926 Gran Bay Parkway West.
Suite 210
Jacksonville, Florida 32258

(C) Amount Payable: **$ 4,680.00**

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

Lee Parcel CLOMR - Invoice 25037-2

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

INVOICE

Please Remit To:

Gemini Engineering & Sciences, Inc.
12926 Gran Bay Parkway West, Suite 210
Jacksonville, Florida 32258
TEL (904) 217-7485

Invoice Date:	November 28, 2025
Invoice No:	25037 - 2
Project No:	25037
Project Name:	**Creekview Trail Eastern Zone A**

Mr. Joe Cornelison
Creekview Community Development District
7807 Baymeadows Rd. E, Suite 205
Jacksonville, Florida 32256

For professional services rendered through November 28, 2025.

Task Description	Task Fee	% Complete	Previously Invoiced	Current Invoice Amount
Tasks 1-2 (Discovery)	$2,700	100.00%	$ 2,700.00	$ -
Task 3 (Existing Conditions)	$15,600	100.00%	$ 10,920.00	$ 4,680.00
Task 4 (Post Conditions)	$13,000	0.00%	$ -	$ -
Task 5 (Post Mapping)	$4,200	0.00%	$ -	$ -
Task 6 (Memorandum)	$5,400	0.00%	$ -	$ -
Task 7 (CLOMR)	$8,500	0.00%	$ -	$ -
Task 8 (CLOMR Reporting)	$6,500	0.00%	$ -	$ -

TOTAL FEE EARNED	$	18,300.00
LESS PREVIOUS BILLINGS	$	13,620.00
Amount Due This Invoice	**$**	**4,680.00**

Notes:
- Existing conditions complete.

Ki Hong Pak, PE, President

Payment is due upon receipt. A service charge of 18% per annum may be added on accounts outstanding over 30 days from date of invoice.

Creekview CDD 2024 Bonds Requisition 145 Gemini

Final Audit Report 2025-12-05

Created:	2025-12-05
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA60-xTI_kJhKw1meM2-fOo07QuYi-NT7H

"Creekview CDD 2024 Bonds Requisition 145 Gemini" History

Document created by Shelley Blair (blairs@etminc.com)
2025-12-05 - 4:03:45 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2025-12-05 - 4:03:49 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2025-12-05 - 6:27:19 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-12-05 - 6:27:43 PM GMT - Time Source: server

Agreement completed.
2025-12-05 - 6:27:43 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BIV

CONSENT AGENDA

REQUISITION 146

2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **146**

(B) Name of Payee: **England-Thims & Miller, Inc.**

[redacted]

(C) Amount Payable: **$ 42,972.63**

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

Invoice 223048 (Nov 2025) APF Road Phase 2 CEI Services (WA#24)	$ 9,565.13
Invoice 223047 (Nov 2025) Area 4A CEI Services (WA#23)	$12,260.00
Invoice 223049 (Nov 2025) Lee Parcel Preliminary Engineering (WA#27)	$ 8,365.00
Invoice 223053 (Nov 2025) APF Road Phases 3-5 CEI Services (WA#30)	$ 2,062.50
Invoice 223054 (Nov 2025) Area 3 Construction Documents (WA#31)	$10,720.00
TOTAL REQUISITION	**$42,972.63**

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

November 26, 2025
Invoice No: 223048

Total This Invoice $9,565.13

Project 17115.19000 APF Road Phase 2 CEI Services (WA#24)

Professional Services rendered through November 22, 2025

Phase 01. CEI Services

Labor

		Hours	Rate	Amount
Project Manager/Construction Project Man				
Ellins, Jason	11/1/2025	1.00	225.00	225.00
Ellins, Jason	11/8/2025	3.00	225.00	675.00
Ellins, Jason	11/15/2025	1.50	225.00	337.50
Ellins, Jason	11/22/2025	1.00	225.00	225.00
Administrative Support				
Blair, Shelley	11/8/2025	3.00	110.00	330.00
Blair, Shelley	11/15/2025	.50	110.00	55.00
Blair, Shelley	11/22/2025	.50	110.00	55.00
Senior Construction Representative				
Villarruel Lopez, Jose	11/1/2025	2.50	205.00	512.50
Villarruel Lopez, Jose	11/8/2025	2.00	205.00	410.00
Villarruel Lopez, Jose	11/15/2025	3.25	205.00	666.25
Villarruel Lopez, Jose	11/22/2025	1.50	205.00	307.50
Totals		19.75		3,798.75
Total Labor				**3,798.75**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	3,798.75	66,926.75	70,725.50
Limit			75,000.00
Remaining			4,274.50

Total this Phase $3,798.75

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	11/1/2025	1.00	255.00	255.00
Wild, Scott	11/8/2025	1.00	255.00	255.00
Totals		2.00		510.00
Total Labor				**510.00**

Billing Limits	Current	Prior	To-Date	
Labor	510.00	5,907.75	6,417.75	
Limit			19,530.00	
Remaining			13,112.25	
		Total this Phase		**$510.00**

Phase 03. CDD Tax Exempt Purchase Requisitions

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	11/1/2025	1.00	255.00	255.00	
Administrative Support					
Blair, Shelley	11/1/2025	1.50	110.00	165.00	
Blair, Shelley	11/15/2025	3.25	110.00	357.50	
Blair, Shelley	11/22/2025	1.00	110.00	110.00	
Totals		6.75		887.50	
Total Labor					**887.50**

Billing Limits	Current	Prior	To-Date	
Total Billings	887.50	15,806.50	16,694.00	
Limit			17,500.00	
Remaining			806.00	
		Total this Phase		**$887.50**

Phase 04. Owner Requested Plan Revisions

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	11/8/2025	2.00	255.00	510.00	
Wild, Scott	11/15/2025	3.00	255.00	765.00	
Project Manager/Construction Project Man					
Blalock, Clinton	11/15/2025	5.25	225.00	1,181.25	
Engineering/Landscape Designer					
Jeter, Matthew	11/8/2025	2.50	155.00	387.50	
Jeter, Matthew	11/15/2025	5.00	155.00	775.00	
Jeter, Matthew	11/22/2025	1.00	155.00	155.00	
Totals		18.75		3,773.75	
Total Labor					**3,773.75**

Billing Limits	Current	Prior	To-Date	
Labor	3,773.75	28,322.75	32,096.50	
Limit			40,000.00	
Remaining			7,903.50	
		Total this Phase		**$3,773.75**

Phase XP. Expenses

Expenses

Permits		517.50	
Total Expenses	**1.15 times**	**517.50**	**595.13**

Billing Limits	**Current**	**Prior**	**To-Date**
Expense	595.13	1,548.83	2,143.96
Limit			2,500.00
Remaining			356.04

Total this Phase	**$595.13**
Total This Invoice	**$9,565.13**

Outstanding Invoices

Number	**Date**	**Balance**
222070	10/3/2025	9,858.83
222536	10/30/2025	7,342.50
Total		**17,201.33**

Total Now Due	**$26,766.46**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

November 26, 2025
Invoice No: 223047

Total This Invoice $12,260.00

Project 17115.18000 Area 4A CEI Services (WA#23)

Professional Services rendered through November 22, 2025

Phase 01. CEI Services

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	11/1/2025	1.00	255.00	255.00
Wild, Scott	11/8/2025	2.00	255.00	510.00
Wild, Scott	11/15/2025	1.00	255.00	255.00
Wild, Scott	11/22/2025	1.00	255.00	255.00
Project Manager/Construction Project Man				
Blalock, Clinton	11/15/2025	11.50	225.00	2,587.50
Blalock, Clinton	11/22/2025	23.50	225.00	5,287.50
Ellins, Jason	11/1/2025	1.00	225.00	225.00
Ellins, Jason	11/8/2025	3.00	225.00	675.00
Ellins, Jason	11/15/2025	1.50	225.00	337.50
Ellins, Jason	11/22/2025	1.00	225.00	225.00
Senior Construction Representative				
Villarruel Lopez, Jose	11/1/2025	4.50	205.00	922.50
Villarruel Lopez, Jose	11/8/2025	1.00	205.00	205.00
Totals		52.00		11,740.00
Total Labor				**11,740.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	11,740.00	84,507.00	96,247.00
Limit			108,576.00
Remaining			12,329.00

Total this Phase $11,740.00

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount
Engineering Intern				
Hebb, Cara	11/1/2025	.50	150.00	75.00
Hebb, Cara	11/8/2025	.50	150.00	75.00
Hebb, Cara	11/15/2025	.50	150.00	75.00

Hebb, Cara		11/22/2025	.50	150.00	75.00	
Administrative Support						
Blair, Shelley		11/8/2025	2.00	110.00	220.00	
	Totals		4.00		520.00	
	Total Labor					**520.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	520.00	11,673.00	12,193.00
Limit			39,060.00
Remaining			26,867.00

Total this Phase **$520.00**

Phase 03. CDD Tax Exempt Purchase Requisitions

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	9,342.00	9,342.00
Limit			15,000.00
Remaining			5,658.00

Total this Phase **0.00**

Phase 04. Owner Requested Plan Revisions

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	36,295.50	36,295.50
Limit			40,000.00
Remaining			3,704.50

Total this Phase **0.00**

Phase XP. Expenses

Billing Limits	**Current**	**Prior**	**To-Date**
Expense	0.00	1,332.86	1,332.86
Limit			1,500.00
Remaining			167.14

Total this Phase **0.00**

Total This Invoice **$12,260.00**

Outstanding Invoices

Number	**Date**	**Balance**
221996	10/2/2025	17,781.25
222535	10/30/2025	8,676.25
Total		**26,457.50**

Total Now Due **$38,717.50**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

November 26, 2025
Invoice No: 223049

Total This Invoice $8,365.00

Project 17115.21000 Lee Parcel Preliminary Engineering WA27

Professional Services rendered through November 22, 2025

Phase 1. Preliminary Engineering

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	11/15/2025	3.00	255.00	765.00	
Wild, Scott	11/22/2025	11.00	255.00	2,805.00	
Engineering/Landscape Designer					
Simonelli, Dino	11/22/2025	26.00	155.00	4,030.00	
Totals		40.00		7,600.00	
Total Labor					**7,600.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	7,600.00	21,603.75	29,203.75
Limit			75,000.00
Remaining			45,796.25

Total this Phase $7,600.00

Phase 2. Project Management

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	11/1/2025	1.00	255.00	255.00	
Wild, Scott	11/8/2025	1.00	255.00	255.00	
Wild, Scott	11/22/2025	1.00	255.00	255.00	
Totals		3.00		765.00	
Total Labor					**765.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	765.00	11,150.00	11,915.00
Limit			15,000.00
Remaining			3,085.00

Total this Phase $765.00

Phase XP. Expenses

Total this Phase	**0.00**
Total This Invoice	**$8,365.00**

Outstanding Invoices

Number	Date	Balance
221997	10/2/2025	2,805.00
222537	10/30/2025	1,275.00
Total		**4,080.00**

Total Now Due	**$12,445.00**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

November 26, 2025
Invoice No: 223053

Total This Invoice $2,062.50

Project 17115.26000 APF Road Phases 3-5 CEI Services (WA#30)

Professional Services rendered through November 22, 2025

Phase 01. CEI Services

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	11/15/2025	3.00	255.00	765.00
Wild, Scott	11/22/2025	1.00	255.00	255.00
Landscape Architect				
White, Gerald	11/15/2025	1.00	190.00	190.00
Totals		5.00		1,210.00
Total Labor				**1,210.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	1,210.00	0.00	1,210.00
Limit			58,770.00
Remaining			57,560.00

Total this Phase $1,210.00

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	11/22/2025	1.50	255.00	382.50
Totals		1.50		382.50
Total Labor				**382.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	382.50	0.00	382.50
Limit			21,600.00
Remaining			21,217.50

Total this Phase $382.50

Phase 03. CDD Tax Exempt Purchase Requisitions

Billing Limits	Current	Prior	To-Date	
Labor	0.00	0.00	0.00	
Limit			20,000.00	
Remaining			20,000.00	
		Total this Phase		**0.00**

Phase 04. Owner Requested Plan Provisions

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	11/22/2025	1.00	255.00	255.00	
Sr. Landscape Architect					
Clark, Ryan	11/15/2025	1.00	215.00	215.00	
Totals		2.00		470.00	
Total Labor					**470.00**

Billing Limits	Current	Prior	To-Date	
Labor	470.00	0.00	470.00	
Limit			20,000.00	
Remaining			19,530.00	
		Total this Phase		**$470.00**

Phase XP. Expenses

Billing Limits	Current	Prior	To-Date	
Expense	0.00	0.00	0.00	
Limit			5,000.00	
Remaining			5,000.00	
		Total this Phase		**0.00**
		Total This Invoice		**$2,062.50**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

November 26, 2025
Invoice No: 223054

Total This Invoice $10,720.00

Project 17115.27000 Area 3 Construction Documents (WA#31)

Professional Services rendered through November 22, 2025

Phase 01. Site Plan Revisions

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	0.00	0.00
Limit			7,500.00
Remaining			7,500.00

Total this Phase 0.00

Phase 01.1 Lump Sum (Ph 2-9)

	Fee	**Percent Complete**	**Earned**	**Current Billing**
02.Clay County DRC Approval	13,250.00	0.00	0.00	0.00
03.Construction Plan Preparation	97,000.00	10.00	9,700.00	9,700.00
04.Landscape Design(Code Design)	9,700.00	0.00	0.00	0.00
05.Clay County Plan Approval	8,500.00	0.00	0.00	0.00
06.CCUA Plan Approval	7,500.00	0.00	0.00	0.00
07.CCUA Water/Sewer Permits	6,500.00	0.00	0.00	0.00
08.SJRWMD ERP	24,000.00	0.00	0.00	0.00
09.Electric Design Coordination	6,500.00	0.00	0.00	0.00
Total Fee	172,950.00		9,700.00	9,700.00

Total Fee 9,700.00

Total this Phase $9,700.00

Phase 10. Project Management

Labor

		Hours	**Rate**	**Amount**
Senior Engineer/Senior Project Manager				
Wild, Scott	11/15/2025	2.00	255.00	510.00
Wild, Scott	11/22/2025	2.00	255.00	510.00
Totals		4.00		1,020.00

Total Labor 1,020.00

Billing Limits	Current	Prior	To-Date	
Labor	1,020.00	0.00	1,020.00	
Limit			15,000.00	
Remaining			13,980.00	
		Total this Phase		**$1,020.00**

Phase XP. Expenses

Total this Phase		**0.00**
Total This Invoice		**$10,720.00**

Creekview CDD 2024 Bonds Requisition 146 ETM (Nov 2025)

Final Audit Report 2025-12-10

Created:	2025-12-10
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfhSC2ESwLkZ5IjRfiKDFlyXli-zAKU0k

"Creekview CDD 2024 Bonds Requisition 146 ETM (Nov 2025)" History

Document created by Shelley Blair (blairs@etminc.com)
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Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2025-12-10 - 7:23:49 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-12-10 - 7:24:11 PM GMT - Time Source: server

Agreement completed.
2025-12-10 - 7:24:11 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BV CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **147**

(B) Name of Payee:

Kilinski | Van Wyk PLLC
PO Box 6386
Tallahassee, FL 32314

(C) Amount Payable: **$866.00**

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

Professional Services related to 2024 Project Construction - Invoice 13453

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

KILINSKI | VAN WYK

Kilinski | Van Wyk PLLC

P.O. Box 6386
Tallahassee, Florida 32314
United States

INVOICE

Invoice # 13453
Date: 11/13/2025
Due On: 12/13/2025

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

Statement of Account

Outstanding Balance		New Charges		Payments Received		**Total Amount Outstanding**
($2,143.50	+	$866.00	) - (	$0.00	) =	**$3,009.50**

CRKVIEW-105

Creekview CDD - 2024 Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	JK	10/10/2025	Confer re: mitigation credit agreement edits and options for same	0.10	$375.00	$37.50
Service	CL	10/20/2025	Confer with N. McKenna re: short form agreement.	0.20	$310.00	$62.00
Service	JK	10/20/2025	Review/finalize CO for signage agreement; review updates to mitigation agreement	0.20	$375.00	$75.00
Service	CL	10/21/2025	Review revisions to credit sale agreement.	0.30	$310.00	$93.00
Service	JK	10/22/2025	Review Area 4C Change order and modification; begin update to documents for same	0.40	$375.00	$150.00
Service	CL	10/22/2025	Confer with J. Cornelison re: change order for 4C.	0.20	$310.00	$62.00
Service	JK	10/22/2025	Review Phase 4C change order options; analyze project documents for inclusion in engineers report/ methodology and confer re: same	0.50	$375.00	$187.50

Service	JK	10/26/2025	Update wetland mitigation credit agreement; confer re: status of change order for Areas 4c.	0.20	$375.00	$75.00
Service	CL	10/26/2025	Confer with N. McKenna re: redlines to wetland credit agreement.	0.30	$310.00	$93.00
Service	CL	10/27/2025	Review correspondence from N. McKenna re: mitigation contract.	0.10	$310.00	$31.00
					Total	**$866.00**

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

Creekview CDD 2024 Bonds Requisition 147-Kilinski Van Wyk

Final Audit Report 2025-12-17

Created:	2025-12-17
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-9EzQf2l87fuS2SQG2NZcU2T7WMYPLqf

"Creekview CDD 2024 Bonds Requisition 147-Kilinski Van Wyk" History

Document created by Shelley Blair (blairs@etminc.com)
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Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2025-12-17 - 6:09:59 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2025-12-17 - 7:53:10 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-12-17 - 7:53:54 PM GMT - Time Source: server

Agreement completed.
2025-12-17 - 7:53:54 PM GMT

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CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BVI

CONSENT

AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **148**

(B) Name of Payee: **Clary & Associates, Inc.**
3830 Crown Point Rd,
Suite A
Jacksonville, FL 32257$

(C) Amount Payable: **$ 650.00**

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

Creekview Area 4 Surveying Services - Invoice 2025-622

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

Clary & Associates, Inc
3830 CROWN POINT RD, Suite A
Jacksonville, FL 32257
9042602703
jclary@claryassoc.com
www.claryassoc.com

INVOICE

BILL TO
Creekview CDD

INVOICE # 2025-622
DATE 11/30/2025

PROJECT NAME	PROJECT LOCATION	CLIENT CONTACT
Creekview Trail Area 4C	Henley Rd.	Gregg Kern

DATE		QTY	RATE	AMOUNT
	Surveying Services plat revisions	1	650.00	650.00

Area 4C: Revise plat per new engineering files rec'd 11/3 revise plat to add additional Hyland Trail R/W parcel (boundary, plat, description)

BALANCE DUE **$650.00**

Credit Card payments will incur an additional 4% fee to process payment

Creekview CDD 2024 Bonds Requisition 148- Clary

Final Audit Report 2025-12-23

Created:	2025-12-23
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPI4NGaYqmwT02duJuquXFyQmxeEBlt4s

"Creekview CDD 2024 Bonds Requisition 148- Clary" History

Document created by Shelley Blair (blairs@etminc.com)
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2025-12-23 - 2:42:49 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-12-23 - 2:43:37 PM GMT - Time Source: server

Agreement completed.
2025-12-23 - 2:43:37 PM GMT

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CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BVII

CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **149**

(B) Name of Payee: [redacted]
Jax Utilities Management, Inc.
[redacted]

(C) Amount Payable: **$ 551,976.12**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Creekview Trail Area 6 Earthwork - Application for Payment No. 5 (November 2025)**

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

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

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

FROM (CONTRACTOR):
Jax Utilities Management, Inc
5465 Verna Boulevard
Jacksonville, FL 32205

CONTRACT FOR:
Clearing & Earthwork

TO (OWNER):
Creekview GP, LLC
c/o England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258

APPLICATION NO: 5
PERIOD TO: November 25, 2025
PROJECT: **Creekview 6 Earthwork**

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner TOTAL	0.00	0.00
Approved this Month Number / Date Approved		
1		
2		
3		
4		
5		
6		
7		
8		
9		
TOTALS	0.00	0.00
Net change by Change Orders	0.00	

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 for by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.

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

1. ORIGINAL CONTRACT SUM	$6,398,020.00
2. Net Change by Change Orders	$0.00
3. CONTRACT SUM TO DATE (LINE 1 +,- 2)	$6,398,020.00
4. TOTAL COMPLETED AND STORED TO DATE	$4,709,822.10
5. RETAINAGE a. 5% % (Column D+E on G703) Total retainage (Line 5a, or Total in Column J of G703)	$235,491.11
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$4,474,331.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$3,922,354.87
8. **CURRENT PAYMENT DUE**	**$551,976.12**
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$1,923,689.01

Notary Public State of Florida
Anne-Marie James
My Commission
HH 278959
Exp. 8/17/2026

State of: Florida County of: Duval
Subscribed and sworn before me this 25th day of November 2025
Notary Public:
My Commision expires: August 17, 2026

AMOUNT CERTIFIED $551,976.12
ENGINEER: England-Thims & Miller, Inc.
BY: DATE: 12/22/2025

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

CONTRACTOR: Jax Utilities Management, Inc

By: Date: 11/25/2025

ENGINEERS CERTIFICATE 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 Engineers knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Project Number: 202,513.00
Project Name: Creekview Area 6
Owner Name: ET&M
Contract Number:
For Month Ending: 11/25/2025

Period Ending: 11/25/25
Variance
Projected Final
Billings To Date $4,709,822.10
Remaining Billings $1,688,197.90

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
CV 6 - Earthwork																	
MOBILIZATION AND SITE PREPARATION																	
Mobilizations	1.00	LS	5,000.00	$ 5,000.00	1.00		$ -		1.00	$ 5,000.00	-	$ -	1.00	$ 5,000.00	100%	0.000	$ -
Survey	1.00	LS	25,000.00	$ 25,000.00	0.75		$ -		0.75	$ 18,750.00	0.25	$ 6,250.00	1.00	$ 25,000.00	75%	0.000	$ -
Testing	1.00	LS	25,000.00	$ 25,000.00	0.75		$ -		0.75	$ 18,750.00	0.25	$ 6,250.00	1.00	$ 25,000.00	75%	0.000	$ -
Total			$55,000.00	$ 55,000.00			$ -			$ 42,500.00		$12,500.00		$55,000.00	77.27%		$ -
CLEARING AND GRUBBING																	
Clearing & Stripping	63.00	AC	9,800.00	$ 617,400.00	63.00		$ -		63.00	$ 617,400.00	-	$ -	63.00	$ 617,400.00	100%	0.000	$ -
Total				$ 617,400.00			$ -			$ 617,400.00		$0.00		$617,400.00	100.00%		$ -
UNSUITABLE MATERIAL																	
Pipe Trench Unsuitables	47,000.00	CY	13.00	$ 611,000.00	13,445.00		$ -		13,445.00	$ 174,785.00	33,555.00	$ 436,215.00	47,000.00	$ 611,000.00	29%	0.000	$ -
Total				$ 611,000.00			$ -			$ 174,785.00		$436,215.00		$611,000.00	28.61%		$ -
STORMWATER MNGT.																	
Pond Excavation	65,600.00	CY	8.00	$ 524,800.00	53,360.00	2,624.00	$ 20,992.00		55,984.00	$ 447,872.00	9,616.00	$ 76,928.00	65,600.00	$ 524,800.00	85%	0.000	$ -
Pond Dewatering	1.00	LS	215,000.00	$ 215,000.00	0.75	0.85	$ 182,750.00		1.60	$ 344,000.00	(0.60)	$ (129,000.00)	1.00	$ 215,000.00	160%	0.000	$ -
Total				$ 739,800.00			$ 203,742.00			$ 791,872.00		-$52,072.00		$739,800.00			$ -
EARTHWORK																	
Site & Lot Fill Phase I	239,000.00	CY	10.30	$ 2,461,700.00	192,252.00	11,950.00	$ 123,085.00		204,202.00	$ 2,103,280.60	34,798.00	$ 358,419.40	239,000.00	$ 2,461,700.00	85%	0.000	$ -
Site & Lot Fill Phase II	82,000.00	CY	10.30	$ 844,600.00	50,400.00	19,680.00	$ 202,704.00		70,080.00	$ 721,824.00	11,920.00	$ 122,776.00	82,000.00	$ 844,600.00	85%	0.000	$ -
Site Grading	1.00	LS	30,000.00	$ 30,000.00	0.35	0.55	$ 16,500.00		0.90	$ 27,000.00	0.10	$ 3,000.00	1.00	$ 30,000.00	90%	0.000	$ -
Total				$ 3,336,300.00			$ 342,289.00			$ 2,852,104.60		$484,195.40		$3,336,300.00	85.49%		$ -
Earthwork As Builts																	
Pond & Lot As Builts	1.000	LS	$ 20,000.00	$ 20,000.00	-		$ -		-	$ -	1.00	$ 20,000.00	1.00	$ 20,000.00	0%	0.000	$ -
Total				$ 20,000.00			$ -			$ -		$20,000.00		$20,000.00	0.00%		$ -
SEEDING & SOD																	
Grassing	265,000.000	SY	$ 0.75	$ 198,750.00	-		$ -		-	$ -	265,000.00	$ 198,750.00	265,000.00	$ 198,750.00	0%	0.000	$ -
Sod - Ponds & Lot Slopes	118,100.000	SY	$ 5.20	$ 614,120.00	5,000.00		$ -		5,000.00	$ 26,000.00	113,100.00	$ 588,120.00	118,100.00	$ 614,120.00	4%	0.000	$ -
Total				$ 812,870.00			$ -			$ 26,000.00		$786,870.00		$812,870.00	3.20%		$ -
EROSION CONTROL																	
Erosion Control NPDES	1.000	LS	$ 12,000.00	$ 12,000.00	1.00		$ -		1.00	$ 12,000.00	-	$ -	1.00	$ 12,000.00	100%	0.000	$ -
Silt Fence	30,300.000	LF	$ 5.50	$ 166,650.00	23,848.00	6,363.00	$ 34,996.50		30,211.00	$ 166,160.50	89.00	$ 489.50	30,300.00	$ 166,650.00	100%	0.000	$ -
Construction Entrance	1.000	LS	$ 18,000.00	$ 18,000.00	1.00		$ -		1.00	$ 18,000.00	-	$ -	1.00	$ 18,000.00	100%	0.000	$ -
Total				$ 196,650.00			$ 34,996.50			$ 196,160.50		$489.50		$196,650.00	99.75%		$ -
STORMWATER POLLUTION PLAN																	
SWPPP	1.000	LS	$ 9,000.00	$ 9,000.00	1.00		$ -		1.00	$ 9,000.00	-	$ -	1.00	$ 9,000.00	100%	0.000	$ -
Total				$ 9,000.00			$ -			$ 9,000.00		$0.00		$9,000.00	100.00%		$ -
CV Area 6 Earthwork				$6,398,020.00			$581,027.50	$0.00		$4,709,822.10		$1,688,197.90		$6,398,020.00			$0.00

PARTIAL RELEASE OF CLAIM OF LIEN

The undersigned lienor, in consideration of payment in the amount of $551,976.12 , hereby partially releases its claim of lien for labor, services, or materials furnished to Creekview GP, LLC ,on the job of Creekview 6 Earthwork , for the following described property:

Creekview 6 Earthwork

The undersigned lienor acknowledges previous receipt of $ 2,757,767.45 and is executing this waiver and release in exchange for a check or checks in the additional amount of $ 551,976.12 , this partial release of claim of lien expressly and totally is conditioned on receipt of the check or checks and the collection of the funds in the amount of $ 1,248,213.54 .

There remains unpaid $ 3,171,902.55

Dated: November 25 , 20 25

Signed and sealed in the presence of:

Witness

Lienor

STATE OF FLORIDA
COUNTY OF Duval

I HEREBY CERTIFY that on this day, November 25 , 2025 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles D. Freshwater, as President of Jax Utilities Management, Inc. a Florida corporation,on behalf of the corporation, and she/he acknowledged before me that she/he executed the same and did so by order of the Board of Directors of the Corporation.

He/She is personally known to me [X] produced N/A as identification [ ]

Notary Public State of Florida
Anne-Marie James
My Commission
HH 276959
Exp. 8/17/2026

Notary Public

F.S. 713.20

Current as of February 4, 2010

Creekview CDD Requisition 149 - JUM (Area 6 #5)

Final Audit Report 2025-12-22

Created:	2025-12-22
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI2letO0Gw1nGvCBo4BHphCcCsWpj-fEQ

"Creekview CDD Requisition 149 - JUM (Area 6 #5)" History

Document created by Shelley Blair (blairs@etminc.com)
2025-12-22 - 8:08:10 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2025-12-22 - 8:08:17 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2025-12-22 - 8:58:23 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-12-22 - 8:58:40 PM GMT - Time Source: server

Agreement completed.
2025-12-22 - 8:58:40 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BVIII

CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **150**

(B) Name of Payee: [redacted]
Jax Utilities Management, Inc.
[redacted]

(C) Amount Payable: **$ 168,886.24**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Creekview Trail Area 6 Earthwork - Application for Payment No. 6 (December 2025)**

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

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

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

FROM (CONTRACTOR):
Jax Utilities Management, Inc
5465 Verna Boulevard
Jacksonville, FL 32205

CONTRACT FOR:
Clearing & Earthwork

TO (OWNER):
Creekview GP, LLC
c/o England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258

APPLICATION NO: 6
PERIOD TO: December 25, 2025
PROJECT: **Creekview 6 Earthwork**

CONTRACTORS APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner TOTAL	0.00	0.00
Approved this Month Number / Date Approved 1		
2		
3		
4		
5		
6		
7		
8		
9		
TOTALS	0.00	0.00
Net change by Change Orders	0.00	

1. ORIGINAL CONTRACT SUM	$6,398,020.00
2. Net Change by Change Orders	$0.00
3. CONTRACT SUM TO DATE (LINE 1 +,- 2)	$6,398,020.00
4. TOTAL COMPLETED AND STORED TO DATE	$4,887,597.10
5. RETAINAGE a. 5% % (Column D+E on G703) Total retainage (Line 5a, or Total in Column J of G703)	$244,379.86
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$4,643,217.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$4,474,331.00
8. CURRENT PAYMENT DUE	**$168,886.24**
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$1,754,802.76

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 for by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.

Notary Public State of Florida
Anne-Marie James
My Commission HH 276959

State of: Florida County of: Duval
Subscribed and sworn before me this 25th day of December 2025
Notary Public:
My Commision expires: August 17, 2026

CONTRACTOR: Jax Utilities Management, Inc

By: Date: 12/25/2025

AMOUNT CERTIFIED $168,886.24
ENGINEER: England-Thims & Miller, Inc.
BY: DATE: 12/22/2025

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

ENGINEERS CERTIFICATE 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 Engineers knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Project Number: 202,513.00
Project Name: Creekview Area 6
Owner Name: ET&M
Contract Number:
For Month Ending: 12/25/2025

Period Ending: 12/25/25
Variance
Projected Final
Billings To Date $4,887,597.10
Remaining Billings $1,510,422.90

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
CV 6 - Earthwork																	
MOBILIZATION AND SITE PREPARATION																	
Mobilizations	1.00	LS	5,000.00	$ 5,000.00	1.00		$ -		1.00	$ 5,000.00	-	$ -	1.00	$ 5,000.00	100%	0.000	$ -
Survey	1.00	LS	25,000.00	$ 25,000.00	0.75	0.25	$ 6,250.00		1.00	$ 25,000.00	-	$ -	1.00	$ 25,000.00	100%	0.000	$ -
Testing	1.00	LS	25,000.00	$ 25,000.00	0.75	0.25	$ 6,250.00		1.00	$ 25,000.00	-	$ -	1.00	$ 25,000.00	100%	0.000	$ -
Total			$55,000.00	$ 55,000.00			$ 12,500.00			$ 55,000.00		$0.00		$55,000.00	100.00%		$ -
CLEARING AND GRUBBING																	
Clearing & Stripping	63.80	AC	9,800.00	$ 617,400.00	63.00		$ -		63.00	$ 617,400.00	-	$ -	63.00	$ 617,400.00	100%	0.000	$ -
Total				$ 617,400.00			$ -			$ 617,400.00		$0.00		$617,400.00	100.00%		$ -
UNSUITABLE MATERIAL																	
Pipe Trench Unsuitables	47,000.00	CY	13.00	$ 611,000.00	13,445.00		$ -		13,445.00	$ 174,785.00	33,555.00	$ 436,215.00	47,000.00	$ 611,000.00	29%	0.000	$ -
Total				$ 611,000.00			$ -			$ 174,785.00		$436,215.00		$611,000.00	28.61%		$ -
STORMWATER MNGT.																	
Pond Excavation	65,600.00	CY	8.00	$ 524,800.00	55,984.00		$ -		55,984.00	$ 447,872.00	9,616.00	$ 76,928.00	65,600.00	$ 524,800.00	85%	0.000	$ -
Pond Dewatering	1.00	LS	215,000.00	$ 215,000.00	1.60		$ (129,000.00)		1.00	$ 215,000.00	-	$ -	1.00	$ 215,000.00	100%	0.000	$ -
Total				$ 739,800.00			$ (129,000.00)			$ 662,872.00		$76,928.00		$739,800.00			$ -
EARTHWORK																	
Site & Lot Fill Phase I	239,000.00	CY	10.30	$ 2,461,700.00	204,202.00	11,950.00	$ 123,085.00		216,152.00	$ 2,226,365.60	22,848.00	$ 235,334.40	239,000.00	$ 2,461,700.00	90%	0.000	$ -
Site & Lot Fill Phase II	82,000.00	CY	10.30	$ 844,600.00	70,080.00	4,100.00	$ 42,230.00		74,180.00	$ 764,054.00	7,820.00	$ 80,546.00	82,000.00	$ 844,600.00	90%	0.000	$ -
Site Grading	1.00	LS	30,000.00	$ 30,000.00	0.90		$ -		0.90	$ 27,000.00	0.10	$ 3,000.00	1.00	$ 30,000.00	90%	0.000	$ -
Total				$ 3,336,300.00			$ 165,315.00			$ 3,017,419.60		$318,880.40		$3,336,300.00	90.44%		$ -
Earthwork As Builts																	
Pond & Lot As Builts	1.000	LS	$ 20,000.00	$ 20,000.00	-		$ -		-	$ -	1.00	$ 20,000.00	1.00	$ 20,000.00	0%	0.000	$ -
Total				$ 20,000.00			$ -			$ -		$20,000.00		$20,000.00	0.00%		$ -
SEEDING & SOD																	
Grassing	265,000.000	SY	$ 0.75	$ 198,750.00	-		$ -		-	$ -	265,000.00	$ 198,750.00	265,000.00	$ 198,750.00	0%	0.000	$ -
Sod - Ponds & Lot Slopes	118,100.000	SY	$ 5.20	$ 614,120.00	5,000.00	24,800.00	$ 128,960.00		29,800.00	$ 154,960.00	88,300.00	$ 459,160.00	118,100.00	$ 614,120.00	25%	0.000	$ -
Total				$ 812,870.00			$ 128,960.00			$ 154,960.00		$657,910.00		$812,870.00	19.06%		$ -
EROSION CONTROL																	
Erosion Control NPDES	1.000	LS	$ 12,000.00	$ 12,000.00	1.00		$ -		1.00	$ 12,000.00	-	$ -	1.00	$ 12,000.00	100%	0.000	$ -
Silt Fence	30,300.000	LF	$ 5.50	$ 166,650.00	30,211.00		$ -		30,211.00	$ 166,160.50	89.00	$ 489.50	30,300.00	$ 166,650.00	100%	0.000	$ -
Construction Entrance	1.000	LS	$ 18,000.00	$ 18,000.00	1.00		$ -		1.00	$ 18,000.00	-	$ -	1.00	$ 18,000.00	100%	0.000	$ -
Total				$ 196,650.00			$ -			$ 196,160.50		$489.50		$196,650.00	99.75%		$ -
STORMWATER POLLUTION PLAN																	
SWPPP	1.000	LS	$ 9,000.00	$ 9,000.00	1.00		$ -		1.00	$ 9,000.00	-	$ -	1.00	$ 9,000.00	100%	0.000	$ -
Total				$ 9,000.00			$ -			$ 9,000.00		$0.00		$9,000.00	100.00%		$ -
CV Area 6 Earthwork				$6,398,020.00			$177,775.00	$0.00		$4,887,597.10		$1,510,422.90		$6,398,020.00			$0.00

PARTIAL RELEASE OF CLAIM OF LIEN

The undersigned lienor, in consideration of payment in the amount of $168,886.24 , hereby partially releases its claim of lien for labor, services, or materials furnished to Creekview GP, LLC ,on the job of Creekview 6 Earthwork , for the following described property:

Creekview 6 Earthwork

The undersigned lienor acknowledges previous receipt of $3,226,117.46 and is executing this waiver and release in exchange for a check or checks in the additional amount of $168,886.24 , this partial release of claim of lien expressly and totally is conditioned on receipt of the check or checks and the collection of the funds in the amount of $1,417,099.78 .

There remains unpaid $3,171,902.55

Dated: December 19 , 20 25

Signed and sealed in the presence of:

Witness

Lienor

STATE OF FLORIDA
COUNTY OF Duval

I HEREBY CERTIFY that on this day, December 19 , 2025 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles D. Freshwater, as President of Jax Utilities Management, Inc. a Florida corporation,on behalf of the corporation, and she/he acknowledged before me that she/he executed the same and did so by order of the Board of Directors of the Corporation.

He/She is personally known to me [X] produced N/A as identification [ ]

Notary Public State of Florida
Anne-Marie James
My Commission
HH 276959
Exp. 8/17/2026

Notary Public

F.S. 713.20

Current as of February 4, 2010

Creekview CDD Requisition 150 - JUM (Area 6 #6)

Final Audit Report 2025-12-22

Created:	2025-12-22
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPzipEbqohdgk-GI6-3gobNVNUHTFiYZT

"Creekview CDD Requisition 150 - JUM (Area 6 #6)" History

Document created by Shelley Blair (blairs@etminc.com)
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2025-12-22 - 8:07:39 PM GMT

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Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-12-22 - 8:58:18 PM GMT - Time Source: server

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CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BIX CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **151**

(B) Name of Payee: [redacted]
Jax Utilities Management, Inc.
[redacted]

(C) Amount Payable: **$ 113,516.51**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Creekview Trail Area 4A and APF Road Phase 2 - Application for Payment No. 15 (December 2025)**

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

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

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

FROM (CONTRACTOR):
Jax Utilities Management, Inc
5465 Verna Boulevard
Jacksonville, FL 32205

CONTRACT FOR:
Underground Infrastructure

TO (OWNER):
Creekview, CDD
c/o England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258

APPLICATION NO: 15
PERIOD TO: December 19, 2025
PROJECT: **CV4A & APF2**

CONTRACTORS APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner TOTAL	0.00	0.00
Approved this Month		
Number Description		
1 Area 4B	10,676,440.00	0.00
2 Lot Walls	437,835.00	
3 ODP APF2, 4A & B		(4,453,113.96)
4 Sleeves	328,808.64	
5 Fence for Walls	86,963.00	
6 Sheet Pile Walls	826,967.14	
7 Import from Granary	43,549.78	
8 Area 6 Credit		(1,296,515.00)
9 Creek Crossings	1,191,922.00	
10 60" Headwall	53,000.00	
11 Mulit Use Path	161,631.00	
TOTALS	13,807,116.56	(5,749,628.96)
Net change by Change Orders	8,057,487.60	

1. ORIGINAL CONTRACT SUM	$15,286,792.50
2. Net Change by Change Orders	$8,057,487.60
3. CONTRACT SUM TO DATE (LINE 1 +,- 2)	$23,344,280.10
4. TOTAL COMPLETED AND STORED TO DATE	$22,539,490.38
5. RETAINAGE a. 5% % (Column D+E on G703) Total retainage (Line 5a, or Total in Column J of G703)	$1,126,974.52
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$21,412,515.86
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$21,298,999.35
8. CURRENT PAYMENT DUE	**$113,516.51**
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$1,931,764.24

Notary Public State of Florida
Anne-Marie James
My Commission
HH 276959
Exp. 8/17/2026

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 for by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.

State of: Florida County of: Duval
Subscribed and sworn before me this 19th day of December 2025
Notary Public:
My Commision expires: August 17, 2026

AMOUNT CERTIFIED $113,516.51
ENGINEER: England-Thims & Miller, Inc.
BY: DATE: 12/22/2025

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

CONTRACTOR: Jax Utilities Management, Inc

By: Date: 12/19/2025

ENGINEER CERTIFICATE 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 Engineers knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Project Number:
Project Name: CV4A & APF2
Owner Name: ET&M
Contract Number:
For Month Ending: 12/19/2025

39.67

Period Ending: 12/19/25
Variance $0.00
Projected Final $23,768,177.42
Billings To Date $22,539,490.38
Remaining Billings $1,228,687.04

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
APF Road 2																	
MOBILIZATION AND SITE PREPARATION																	
Mobilizations	1.00	LS	23,100.00	$ 23,100.00	0.90	0.10	$ 2,310.00		1.00	$ 23,100.00	-	$ -	1.00	$ 23,100.00	100%	0.000	$ -
Survey	1.00	LS	40,400.00	$ 40,400.00	0.90	0.10	$ 4,040.00	-	1.00	$ 40,400.00	-	$ -	1.00	$ 40,400.00	100%	0.000	$ -
MOT	1.00	LS	500.00	$ 500.00	1.00		$ -		1.00	$ 500.00	-	$ -	1.00	$ 500.00	100%	0.000	$ -
Testing	1.00	LS	28,000.00	$ 28,000.00	0.65	0.35	$ 9,800.00		1.00	$ 28,000.00	-	$ -	1.00	$ 28,000.00	100%	0.000	$ -
Total			[illegible]	$ [illegible]			$ 16,150.00			$ 92,000.00		$0.00		$92,000.00	100.00%		$ -
CLEARING AND GRUBBING																	
Clearing	18.00	AC	6,400.00	$ 115,200.00	18.00		$ -		18.00	$ 115,200.00	-	$ -	18.00	$ 115,200.00	100%	0.000	$ -
Stripping	18.00	AC	3,570.00	$ 64,260.00	18.00		$ -		18.00	$ 64,260.00	-	$ -	18.00	$ 64,260.00	100%	0.000	$ -
Total				$ 179,460.00			$ -			$ 179,460.00		$0.00		$179,460.00	100.00%		$ -
STORMWATER MNGT.																	
Pond Excavation - TO APF PHASE TWO	39,100.00	CY	3.65	$ 142,715.00	39,100.00		$ -		39,100.00	$ 142,715.00	-	$ -	39,100.00	$ 142,715.00	100%	0.000	$ -
- TO APF 3 & SPREAD	33,400.00	CY	6.40	$ 213,760.00	23,400.00	10,000.00	$ 64,000.00		33,400.00	$ 213,760.00	-	$ -	33,400.00	$ 213,760.00	100%	0.000	$ -
CLEAR STOCKPILE SITE	3.50	AC	9,770.00	$ 34,195.00	3.50		$ -		3.50	$ 34,195.00	-	$ -	3.50	$ 34,195.00	100%	0.000	$ -
EXCAVATE HAUL & PUSH STOCKPILE	102,400.00	CY	5.10	$ 522,240.00	102,400.00		$ -		102,400.00	$ 522,240.00	-	$ -	102,400.00	$ 522,240.00	100%	0.000	$ -
DEWATERING	174,900.00	CY	0.70	$ 122,430.00	174,900.00		$ -		174,900.00	$ 122,430.00	-	$ -	174,900.00	$ 122,430.00	100%	0.000	$ -
Total				$ [illegible]			$ 64,000.00			$ [illegible]		[illegible]		$1,035,340.00			$ -
EARTHWORK																	
Roadway Excavation - Spread Fill from Pond Ex	39,100.00	CY	1.10	$ 43,010.00	39,100.00		$ -		39,100.00	$ 43,010.00	-	$ -	39,100.00	$ 43,010.00	100%	0.000	$ -
Roadway Grading	1.00	LS	26,400.00	$ 26,400.00	1.00		$ -		1.00	$ 26,400.00	-	$ -	1.00	$ 26,400.00	100%	0.000	$ -
R/W Dress Up	7,240.00	LF	2.00	$ 14,480.00	-	7,240.00	$ 14,480.00		7,240.00	$ 14,480.00	-	$ -	7,240.00	$ 14,480.00	100%	0.000	$ -
Total				$ [illegible]			$14,480.00			$83,890.00		$0.00		$83,890.00	100.00%		$ -
ROADWAY CONSTRUCTION																	
Type C Curb	3,120.000	LF	$ 25.50	$ 79,560.00	3,120.00		$ -		3,120.00	$ 79,560.00	-	$ -	3,120.00	$ 79,560.00	100%	0.000	$ -
Standard Curb	4,120.000	SY	$ 24.00	$ 98,880.00	4,120.00		$ -		4,120.00	$ 98,880.00	-	$ -	4,120.00	$ 98,880.00	100%	0.000	$ -
Valley Gutter	50.000	SY	$ 65.00	$ 3,250.00	50.00		$ -		50.00	$ 3,250.00	-	$ -	50.00	$ 3,250.00	100%	0.000	$ -
8" Base	9,700.000	SY	$ 19.50	$ 189,150.00	9,700.00		$ -		9,700.00	$ 189,150.00	-	$ -	9,700.00	$ 189,150.00	100%	0.000	$ -
12" Stabilized Subgrade	11,300.000	SY	$ 7.60	$ 85,880.00	11,300.00		$ -		11,300.00	$ 85,880.00	-	$ -	11,300.00	$ 85,880.00	100%	0.000	$ -
Asphalt 1.5" SP 12.5 - FIRST LIFT	9,700.000	LS	$ 15.00	$ 145,500.00	9,700.00		$ -		9,700.00	$ 145,500.00	-	$ -	9,700.00	$ 145,500.00	100%	0.000	$ -
Prime	9,700.000	SY	$ 4.00	$ 38,800.00	9,700.00		$ -		9,700.00	$ 38,800.00	-	$ -	9,700.00	$ 38,800.00	100%	0.000	$ -
Striping	1.000	LS	$ 36,300.00	$ 36,300.00	-	1.00	$ 36,300.00		1.00	$ 36,300.00	-	$ -	1.00	$ 36,300.00	100%	0.000	$ -
Sidewalk	2,260.000	SY	$ 62.00	$ 140,120.00	-	1,808.00	$ 112,096.00		1,808.00	$ 112,096.00	452.00	$ 28,024.00	2,260.00	$ 140,120.00	80%	0.000	$ -
Handicap Ramps	4.000	EA	$ 2,300.00	$ 9,200.00	-		$ -		-	$ -	4.00	$ 9,200.00	4.00	$ 9,200.00	0%	0.000	$ -
Total				$ [illegible]			$146,396.00	$0.00		$789,416.00		$37,224.00		$826,640.00	95.50%		$ -
STORM DRAINAGE SYSTEM																	
18" RCP	497.000	LF	$ 62.04	$ 30,832.20	497.00		$ -	6,442.80	497.00	$ 37,275.00	-	$ -	497.00	$ 37,275.00	100%	0.000	$ -
24" RCP	62.000	LF	$ 57.23	$ 3,548.40	62.00		$ -	3,209.60	62.00	$ 6,758.00	-	$ -	62.00	$ 6,758.00	100%	0.000	$ -
30" RCP	525.000	LF	$ 107.23	$ 56,296.40	525.00		$ -	34,003.60	525.00	$ 90,300.00	-	$ -	52500	$ 90,300.00	100%	0.000	$ -
36" RCP	114.000	LF	$ 168.00	$ 19,152.00	114.00		$ -	8,550.00	114.00	$ 27,702.00	-	$ -	114.00	$ 27,702.00	100%	0.000	$ -
42" RCP	363.000	LF	$ 302.00	$ 109,626.00	363.00		$ -	33,618.00	363.00	$ 143,244.00	-	$ -	363.00	$ 143,244.00	100%	0.000	$ -
48" RCP	99.000	LF	$ 366.00	$ 36,234.00	99.00		$ -		99.00	$ 36,234.00	-	$ -	99.00	$ 36,234.00	100%	0.000	$ -
Segmented Retaining Wall at Sta. 79+00	241.000	LF	$ 300.00	$ 72,300.00	-		$ -		-	$ -	241.00	$ 72,300.00	241.00	$ 72,300.00	0%	0.000	$ -
12"/15"/18" MES	4.000	EA	$ 449.00	$ 1,796.00	4.00		$ -	2,604.00	4.00	$ 4,400.00	-	$ -	4.00	$ 4,400.00	100%	0.000	$ -
30" MES	1.000	EA	$ 652.00	$ 652.00	1.00		$ -	1,748.00	1.00	$ 2,400.00	-	$ -	1.00	$ 2,400.00	100%	0.000	$ -
36" MES	1.000	EA	$ 630.00	$ 630.00	1.00		$ -	2,370.00	1.00	$ 3,000.00	-	$ -	1.00	$ 3,000.00	100%	0.000	$ -
48" MES	1.000	EA	$ 25,400.00	$ 25,400.00	1.00		$ -		1.00	$ 25,400.00	-	$ -	1.00	$ 25,400.00	100%	0.000	$ -
Adjustments	17.000	EA	$ 750.00	$ 12,750.00	17.00		$ -		17.00	$ 12,750.00	-	$ -	17.00	$ 12,750.00	100%	0.000	$ -
Curb Inlets	11.000	EA	$ 5,859.00	$ 64,449.00	1100		$ -	37,851.00	11.00	$ 102,300.00	-	$ -	11.00	$ 102,300.00	100%	0.000	$ -
TV Storm Drain	1,660.000	LF	$ 19.00	$ 31,540.00	1,660.00		$ -		1,660.00	$ 31,540.00	-	$ -	1,660.00	$ 31,540.00	100%	0.000	$ -
Underdrain Stubs	440.000	LF	$ 17.45	$ 7,679.00	440.00		$ -	8,601.00	440.00	$ 16,280.00	-	$ -	440.00	$ 16,280.00	100%	0.000	$ -
Type E Inlet	2.000	EA	$ 3,752.00	$ 7,504.00	2.00		$ -	6,496.00	2.00	$ 14,000.00	-	$ -	2.00	$ 14,000.00	100%	0.000	$ -
Type H Inlet	2.000	EA	$ 6,013.00	$ 12,026.00	2.00		$ -	9,974.00	2.00	$ 22,000.00	-	$ -	2.00	$ 22,000.00	100%	0.000	$ -
Manholes	2.000	EA	$ 5,318.50	$ 10,637.00	2.00		$ -	8,163.00	2.00	$ 18,800.00	-	$ -	2.00	$ 18,800.00	100%	0.000	$ -
12' x 6' Box Culvert	200.000	LF	$ 2,018.00	$ 403,600.00	200.00		$ -	315,469.00	200.00	$ 719,069.00	-	$ -	200.00	$ 719,069.00	100%	0.000	$ -
Retaining Wall with Box Culvert Headwalls				$ -	-		$ -		-	$ -	-	$ -	-	$ -		0.000	$ -

Project Number: _____
Project Name: CV4A & APF2
Owner Name: ET& M
Contract Number: _____
For Month Ending: 12/19/2025

39.67

Period Ending: 12/19/25
Variance $0.00
Projected Final $23,768,177.42
Billings To Date $22,539,490.38
Remaining Billings $1,228,687.04

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	I&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
Excavation & Backfill	1.000	LS	$ 273,000.00	$ 273,000.00	1.00		$ -		1.00	$ 273,000.00	-	$ -	1.00	$ 273,000.00	100%	0.000	$ -
Wall Construction	1.000	LS	$ 880,000.00	$ 880,000.00	0.90	0.10	$ 88,000.00		1.00	$ 880,000.00	-	$ -	1.00	$ 880,000.00	100%	0.000	$ -
Total	0.000			$ 2,078,952.00			$88,000.00	$478,100.00		$2,466,452.00		$72,300.00		$2,538,752.00	97.15%		$ -
PAVING & DRAINAGE AS-BUILTS																	
Paving & Drainage As-Builts	1.000	LS	$ 25,000.00	$ 25,000.00	-		$ -		-	$ -	1.00	$ 25,000.00	1.00	$ 25,000.00	0%		$ -
Total				$ 25,000.00			$0.00			$0.00		$25,000.00		$25,000.00	0.00%		$ -
WATER DISTRIBUTION SYSTEM																	
12" Watermain (incl fittings, T's, bends)	2,330.000	LF	$ 85.80	$ 199,908.80	2,330.00		$ -	156,581.20	2,330.00	$ 356,490.00	-	$ -	2,330.00	$ 356,490.00	100%	0.000	$ -
Tie Ins	1.000	EA	$ 5,500.00	$ 5,500.00	-	1.00	$ 5,500.00		1.00	$ 5,500.00	-	$ -	1.00	$ 5,500.00	100%	0.000	$ -
Fire Hydrants w/ Gate Valve	2.000	EA	$ 5,500.00	$ 11,000.00	2.00		$ -		2.00	$ 11,000.00	-	$ -	2.00	$ 11,000.00	100%	0.000	$ -
Flushing Hydrants	2.000	EA	$ 2,000.00	$ 4,000.00	2.00		$ -		2.00	$ 4,000.00	-	$ -	2.00	$ 4,000.00	100%	0.000	$ -
Services - 2" Service to Lift Station	1.000	EA	$ 2,400.00	$ 2,400.00	1.00		$ -		1.00	$ 2,400.00	-	$ -	1.00	$ 2,400.00	100%	0.000	$ -
Test and Chlorinate	2,330.000	LF	$ 1.50	$ 3,495.00	0.50		$ -		0.50	$ 0.75	2,329.50	$ 3,494.25	2,330.00	$ 3,495.00	0%	0.000	$ -
Total				$ 226,303.80			$5,500.00	$156,581.20		$379,390.75		$3,494.25		$382,885.00	99.09%		$ -
SANITARY SEWER SYSTEM																	
8" Sewer Main	1,568.000	LF	$ 64.87	$ 101,716.16	1,568.00		$ -	20,587.84	1,568.00	$ 122,304.00	-	$ -	1,568.00	$ 122,304.00	100%	0.000	$ -
Manholes	9.000	EA	$ 8,105.11	$ 72,946.00	9.00		$ -	60,467.00	9.00	$ 133,413.00	-	$ -	9.00	$ 133,413.00	100%	0.000	$ -
Dewater	1.000	LF	$ 82,000.00	$ 82,000.00	1.00		$ -		1.00	$ 82,000.00	-	$ -	1.00	$ 82,000.00	100%	0.000	$ -
Adjustments	1.000	EA	$ 12,000.00	$ 12,000.00	1.00		$ -		1.00	$ 12,000.00	-	$ -	1.00	$ 12,000.00	100%	0.000	$ -
TV Testing	1,568.000	LF	$ 18.00	$ 28,224.00	1,568.00		$ -		1,568.00	$ 28,224.00	-	$ -	1,568.00	$ 28,224.00	100%	0.000	$ -
Benchdown & Backfill	1.000	LS	$ 27,000.00	$ 27,000.00	1.00		$ -		1.00	$ 27,000.00	-	$ -	1.00	$ 27,000.00	100%	0.000	$ -
Total				$ 323,886.16			$0.00	$81,054.84		$404,941.00				$404,941.00	100.00%		$ -
LIFT STATION & FORCEMAIN																	
Wetwell	1.000	LS	$ 229,309.00	$ 229,309.00	1.00			62,691.00	1.00	$ 292,000.00	(0.00)	$ (0.00)	1.00	$ 292,000.00	100%	0.000	$ -
Pumps & Panel	1.000	LS	$ 174,000.00	$ 174,000.00	1.00		$ -	-	1.00	$ 174,000.00	-	$ -	1.00	$ 174,000.00	100%	0.000	$ -
Fence	1.000	LS	$ 19,300.00	$ 19,300.00	1.00		$ -	-	1.00	$ 19,300.00	-	$ -	1.00	$ 19,300.00	100%	0.000	$ -
Concrete Paving, Stone, & Sitework	1.000	LS	$ 54,000.00	$ 54,000.00	1.00		$ -	-	1.00	$ 54,000.00	-	$ -	1.00	$ 54,000.00	100%	0.000	$ -
Electric	1.000	LS	$ 54,000.00	$ 54,000.00	1.00		$ -	-	1.00	$ 54,000.00	-	$ -	1.00	$ 54,000.00	100%	0.000	$ -
StartUp & Test	1.000	LS	$ 8,500.00	$ 8,500.00	-	1.00	$ 8,500.00	-	1.00	$ 8,500.00	-	$ -	1.00	$ 8,500.00	100%	0.000	$ -
6" Forcemain	1,443.000	LF	$ 43.36	$ 62,567.60	1,443.00		$ -	28,341.40	1,443.00	$ 90,909.00	-	$ -	1,443.00	$ 90,909.00	100%	0.000	$ -
ARV Valve & Vault	1.000	LS	$ 1,642.00	$ 1,642.00	-	1.00	$ 1,642.00	6,758.40	1.00	$ 8,400.40	-	$ -	1.00	$ 8,400.40	100%	0.000	$ -
Testing	1.000	LS	$ 1,800.00	$ 1,800.00	-	1.00	$ 1,800.00	-	1.00	$ 1,800.00	-	$ -	1.00	$ 1,800.00	100%	0.000	$ -
Total				$ 695,118.60			$11,942.00	$97,790.80		$702,909.40		$0.00		$702,909.40	100.00%		$ -
WATER & SEWER AS-BUILTS																	
Water & Sewer As-Builts	1.000	LS	$ 32,000.00	$ 32,000.00	0.50	0.50	$ 16,000.00		1.00	$ 32,000.00	-	$ -	1.00	$ 32,000.00	100%	0.000	$ -
Total				$ 32,000.00			$ 16,000.00			$ 32,000.00		$0.00		$32,000.00	100.00%		$ -
ELECTRIC ALLOWANCE																	
Clay Electric Allowance per Bid Docs	1.000	LS	$ 150,000.00	$ 150,000.00	1.00		$ -		1.00	$ 149,778.00	0.00	$ 222.00	1.00	$ 150,000.00	100%	0.000	$ -
Total				$ 150,000.00			$0.00			$149,778.00				$150,000.00	99.85%		$ -
SEEDING & SOD																	
Grassing - R/W	16,500.000	SY	$ 0.80	$ 13,200.00	-	14,850.00	$ 11,880.00		14,850.00	$ 11,880.00	1,650.00	$ 1,320.00	16,500.00	$ 13,200.00	90%	0.000	$ -
Sod - Ponds	28,700.000	SY	$ 4.75	$ 136,325.00	-	28,700.00	$ 136,325.00		28,700.00	$ 136,325.00	-	$ -	28,700.00	$ 136,325.00	100%	0.000	$ -
Sod - R/W Slope	12,800.000	SY	$ 4.75	$ 60,800.00	-	12,800.00	$ 60,800.00		12,800.00	$ 60,800.00	-	$ -	12,800.00	$ 60,800.00	100%	0.000	$ -
Sod - BOC	1,500.000	SY	$ 4.75	$ 7,125.00	-	1,500.00	$ 7,125.00		1,500.00	$ 7,125.00	-	$ -	1,500.00	$ 7,125.00	100%	0.000	$ -
Total				$ 217,450.00			$216,130.00			$216,130.00		$1,320.00		$217,450.00	99.39%		$ -
EROSION CONTROL																	
Erosion Control NPDES	1.000	LS	$ 19,500.00	$ 19,500.00	0.90	0.10	$ 1,950.00		1.00	$ 19,500.00	-	$ -	1.00	$ 19,500.00	100%	0.000	$ -
Silt Fence	8,000.000	LF	$ 5.00	$ 40,000.00	8,000.00		$ -		8,000.00	$ 40,000.00	-	$ -	8,000.00	$ 40,000.00	100%	0.000	$ -
Construction Entrance	1.000	LS	$ 9,900.00	$ 9,900.00	1.00		$ -		1.00	$ 9,900.00	-	$ -	1.00	$ 9,900.00	100%	0.000	$ -
Inlet Protection	17.000	EA	$ 700.00	$ 11,900.00	17.00		$ -		17.00	$ 11,900.00	-	$ -	17.00	$ 11,900.00	100%	0.000	$ -
Turbidity Control	1.000	LS	$ 32,000.00	$ 32,000.00	1.00		$ -		1.00	$ 32,000.00	-	$ -	1.00	$ 32,000.00	100%	0.000	$ -
Total				$ 113,300.00			$1,950.00			$113,300.00				$113,300.00	100.00%		$ -
STORMWATER POLLUTION PLAN																	
SWPPP	1.000	LS	$ 5,000.00	$ 5,000.00	1.00		$ -		1.00	$ 5,000.00	-	$ -	1.00	$ 5,000.00	100%	0.000	$ -

Project Number: _____
Project Name: CV4A & APF2
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Contract Number: _____
For Month Ending: 12/19/2025

39.67

Period Ending: 12/19/25
Variance $0.00
Projected Final $23,768,177.42
Billings To Date $22,539,490.38
Remaining Billings $1,228,687.04

Bid Items	Original Contract Amt Qty	UM	Unit Price	L&E Total Amount	Prev. Quantity	Current Quantity	Current Amount	Materials Amount	To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Variance at Completion Amount
Total				$ 5,000.00			$ -			$ 5,000.00		$0.00		$5,000.00	100.00%		$ -
BOND																	
Payment & Performance Bonds	1.000	LS	$ 98,500.00	$ 98,500.00	1.00		$ -	-	1.00	$ 98,500.00	-	$ -	1.00	$ 98,500.00	100%	0.000	$ -
Contractor Warranty	1.000	LS	$ 48,700.00	$ 48,700.00	-		$ -		-	$ -	1.00	$ 48,700.00	1.00	$ 48,700.00	0%	0.000	$ -
Total				$ 147,200.00			$ -			$ 98,500.00		$48,700.00		$147,200.00	66.92%		$ -
Bid Alternates																	
HP for RCP	1.000	LS	$ (13,474.00)	$ (13,474.00)	1.00		$ -	-	1.00	$ (13,474.00)	-	$ -	1.00	$ (13,474.00)	100%	0.000	$ -
Total				$ (13,474.00)			$ -			$ (13,474.00)		$0.00		-$13,474.00	100.00%		$ -

CHANGE ORDERS	Original Qty	UM	Unit Price	Total Amount	To Date Quantity	Amount		To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Variance at Completion Amount
Change Order 1																
ODP American Precast	1.000	LS	$ (523,192.00)	$ (523,192.00)	1.00	$ -		1.00	$ (523,192.00)	-	$ -	1.00	$ (523,192.00)	100%	0.000	$ -
ODP Ferguson	1.000	LS	$ (205,510.84)	$ (205,510.84)	1.00	$ -		1.00	$ (205,510.84)	-	$ -	1.00	$ (205,510.84)	100%	0.000	$ -
County Materials	1.000	LS	$ (85,824.00)	$ (85,824.00)	1.00	$ -		1.00	$ (85,824.00)	-	$ -	1.00	$ (85,824.00)	100%	0.000	$ -
Sheet Pile Walls (above contract value)	1.000	LS	$ 826,967.14	$ 826,967.14	1.00	$ -		1.00	$ 826,967.14	-	$ -	1.00	$ 826,967.14	100%	0.000	$ -
Sleeves & Electric True-Up	1.000	LS	$ (118,598.52)	$ (118,598.52)	1.00	$ -		1.00	$ (118,598.52)	-	$ -	1.00	$ (118,598.52)	100%	0.000	$ -
Area 6 Credit	1.000	LS	$ (1,296,515.00)	$ (1,296,515.00)	1.00	$ -		1.00	$ (1,296,515.00)	-	$ -	1.00	$ (1,296,515.00)	100%	0.000	$ -
60" Headwall	1.000	LS	$ 53,000.00	$ 53,000.00		$ -		-	$ -	1.00	$ 53,000.00	1.00	$ 53,000.00	0%	0.000	$ -
Creek Crossing	1.000	LS	$ 1,191,923.00	$ 1,191,923.00	1.00	$ -		1.00	$ 1,191,923.00	-	$ -	1.00	$ 1,191,923.00	100%	0.000	$ -
Change Order Totals				$ (157,750.22)		$ -	0.000		-$210,750.22		$53,000.00		$ (157,750.22)			$ -
APF Road 2				$6,108,766.56		$582,548.00	$814,526.84		$6,524,282.93		$241,038.25		$6,765,543.18			$0.00

Phase 1a Contract w/ Materials	$6,923,293.40

APF 2 Change Orders w/ Materials
-$157,750.22

Bid Items	Original Contract Amt Qty	UM	Unit Price	L&E Total Amount	To Date Quantity	Current Quantity	Current Amount	Materials Amount	To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Variance at Completion Amount
Creekview 4A																	
MOBILIZATION AND SITE PREPARATION																	
Mobilizations	1.00	LS	19,500.00	$ 19,500.00	1.00		$ -		1.00	$ 19,500.00	-	$ -	1.00	$ 19,500.00	100%	0.000	$ -
Survey	1.00	LS	42,000.00	$ 42,000.00	1.00		$ -		1.00	$ 42,000.00	-	$ -	1.00	$ 42,000.00	100%	0.000	$ -
MOT	1.00	LS	4,700.00	$ 4,700.00	1.00		$ -		1.00	$ 4,700.00	-	$ -	1.00	$ 4,700.00	100%	0.000	$ -
Testing	1.00	LS	30,500.00	$ 30,500.00	1.00		$ -		1.00	$ 30,500.00	-	$ -	1.00	$ 30,500.00	100%	0.000	$ -
Total				$ 96,700.00			$ -			$ 98,700.00		$0.00		$96,700.00	100.00%		$ -
CLEARING AND GRUBBING																	
Clearing	55.00	AC	6,400.00	$ 352,000.00	55.00		$ -		55.00	$ 352,000.00	-	$ -	55.00	$ 352,000.00	100%	0.000	$ -
Stripping	44,600.00	CY	3.80	$ 169,480.00	44,600.00		$ -		44,600.00	$ 169,480.00	-	$ -	44,600.00	$ 169,480.00	100%	0.000	$ -
Total				$ 521,480.00			$ -			$ 521,480.00		$0.00		$521,480.00	100.00%		$ -
EARTHWORK																	
Pond Excavation	159,500.00	CY	4.60	$ 733,700.00	159,500.00		$ -		159,500.00	$ 733,700.00	-	$ -	159,500.00	$ 733,700.00	100%	0.000	$ -
Lot Fill	104,000.00	CY	1.10	$ 114,400.00	104,000.00		$ -		104,000.00	$ 114,400.00	-	$ -	104,000.00	$ 114,400.00	100%	0.000	$ -
Lot Pads	153.00	EA	330.00	$ 50,490.00	153.00		$ -		153.00	$ 50,490.00	-	$ -	153.00	$ 50,490.00	100%	0.000	$ -
As Builts	1.00	LS	9,000.00	$ 9,000.00	1.00		$ -		1.00	$ 9,000.00	-	$ -	1.00	$ 9,000.00	100%	0.000	$ -
Total				$ 907,590.00			$ -			$ 907,590.00		$0.00		$907,590.00	100.00%		$ -
ROADWAY CONSTRUCTION																	
Grading - Rough	1.000	LS	$ 21,900.00	$ 21,900.00	1.00		$ -		1.00	$ 21,900.00	-	$ -	1.00	$ 21,900.00	100%	0.000	$ -
Grading - Fine	1.000	LS	$ 17,900.00	$ 17,900.00	1.00		$ -		1.00	$ 17,900.00	-	$ -	1.00	$ 17,900.00	100%	0.000	$ -

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Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	I&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
Dress Up	1.000	LS	$ 27,700.00	$ 27,700.00	0.90	0.10	$ 2,770.00		1.00	$ 27,700.00	-	$ -	1.00	$ 27,700.00	100%	0.000	$ -
Miami Curb (incl backfill)	13,100.000	LF	$ 15.00	$ 196,500.00	13,100.00		$ -		13,100.00	$ 196,500.00	-	$ -	13,100.00	$ 196,500.00	100%	0.000	$ -
Standard Curb (incl backfill)	340.000	LF	$ 35.00	$ 11,900.00	340.00		$ -		340.00	$ 11,900.00	-	$ -	340.00	$ 11,900.00	100%	0.000	$ -
6" Roadway Base (Crushcrete)	18,500.000	SY	$ 15.70	$ 290,450.00	18,500.00		$ -		18,500.00	$ 290,450.00	-	$ -	18,500.00	$ 290,450.00	100%	0.000	$ -
12" Stabilized Subgrade	21,450.000	SY	$ 7.60	$ 163,020.00	21,450.00		$ -		21,450.00	$ 163,020.00	-	$ -	21,450.00	$ 163,020.00	100%	0.000	$ -
Asphalt 1" |1st Lift| ONLY	18,500.000	SY	$ 14.65	$ 271,025.00	18,500.00		$ -		18,500.00	$ 271,025.00	-	$ -	18,500.00	$ 271,025.00	100%	0.000	$ -
Prime	18,500.000	SY	$ 2.50	$ 46,250.00	18,500.00		$ -		18,500.00	$ 46,250.00	-	$ -	18,500.00	$ 46,250.00	100%	0.000	$ -
Stripes & Signs	1.000	LS	$ 15,000.00	$ 15,000.00	0.50	0.50	$ 7,500.00		1.00	$ 15,000.00	-	$ -	1.00	$ 15,000.00	100%	0.000	$ -
Sidewalks	189.000	SY	$ 77.00	$ 14,553.00	189.00		$ -		189.00	$ 14,553.00	-	$ -	189.00	$ 14,553.00	100%	0.000	$ -
HC Ramps	14.000	EA	$ 2,300.00	$ 32,200.00	14.00		$ -		14.00	$ 32,200.00	-	$ -	14.00	$ 32,200.00	100%	0.000	$ -
Total				$ 1,108,398.00			$ 10,270.00			$ 1,108,398.00		$0.00		$1,108,398.00	100.00%		$ -
STORM DRAINAGE SYSTEM																	
Curb Inlets	29.000	EA	$ 4,139.21	$ 120,037.00	29.00		$ -	94,563.00	29.00	$ 214,600.00	-	$ -	29.00	$ 214,600.00	100%	0.000	$ -
Manholes	9.000	EA	$ 3,292.11	$ 29,629.00	9.00		$ -	20,771.00	9.00	$ 50,400.00	-	$ -	9.00	$ 50,400.00	100%	0.000	$ -
15" RCP	48.000	LF	$ 32.90	$ 1,579.20	48.00		$ -	1,296.00	48.00	$ 2,875.20	-	$ -	48.00	$ 2,875.20	100%	0.000	$ -
RCP 18"	1,095.000	LF	$ 68.22	$ 74,702.00	1,095.00		$ -	38,926.40	1,095.00	$ 113,628.40	-	$ -	1,095.00	$ 113,628.40	100%	0.000	$ -
RCP 24"	2,148.000	LF	$ 84.81	$ 182,164.00	2,148.00		$ -	119,858.40	2,148.00	$ 302,022.40	-	$ -	2,148.00	$ 302,022.40	100%	0.000	$ -
RCP 30"	1,589.000	LF	$ 112.43	$ 178,656.00	1,589.00		$ -	135,859.50	1,589.00	$ 314,515.50	-	$ -	1,589.00	$ 314,515.50	100%	0.000	$ -
RCP 36"	173.000	LF	$ 170.67	$ 29,525.80	173.00		$ -	20,241.00	173.00	$ 49,766.80	-	$ -	173.00	$ 49,766.80	100%	0.000	$ -
RCP42"	611.000	LF	$ 193.00	$ 117,923.00	611.00		$ -	96,232.50	611.00	$ 214,155.50	-	$ -	611.00	$ 214,155.50	100%	0.000	$ -
Type E Inlets	6.000	EA	$ 4,222.00	$ 25,332.00	6.00		$ -	16,668.00	6.00	$ 42,000.00	-	$ -	6.00	$ 42,000.00	100%	0.000	$ -
Type H Inlets	3.000	EA	$ 6,523.00	$ 19,569.00	3.00		$ -	23,331.00	3.00	$ 42,900.00	-	$ -	3.00	$ 42,900.00	100%	0.000	$ -
12", 15" & 18" MES	4.000	EA	$ 599.00	$ 2,396.00	4.00		$ -	3,604.00	4.00	$ 6,000.00	-	$ -	4.00	$ 6,000.00	100%	0.000	$ -
24" MES	6.000	EA	$ 837.00	$ 5,022.00	6.00		$ -	8,178.00	6.00	$ 13,200.00	-	$ -	6.00	$ 13,200.00	100%	0.000	$ -
30" MES	4.000	EA	$ 1,152.00	$ 4,608.00	4.00		$ -	6,992.00	4.00	$ 11,600.00	-	$ -	4.00	$ 11,600.00	100%	0.000	$ -
15" HDPE	125.000	LF	$ 31.61	$ 3,951.80	125.00		$ -	2,923.20	125.00	$ 6,875.00	-	$ -	125.00	$ 6,875.00	100%	0.000	$ -
24" HDPE	180.000	LF	$ 66.78	$ 12,020.40	180.00		$ -	7,239.60	180.00	$ 19,260.00	-	$ -	180.00	$ 19,260.00	100%	0.000	$ -
30" HDPE	185.000	LF	$ 58.45	$ 10,813.60	185.00		$ -	17,676.40	185.00	$ 28,490.00	-	$ -	185.00	$ 28,490.00	100%	0.000	$ -
Dewatering	1.000	LS	$ 77,000.00	$ 77,000.00	1.00		$ -		1.00	$ 77,000.00	-	$ -	1.00	$ 77,000.00	100%	0.000	$ -
Double Curb Inlets	11.000	EA	$ 1,198.82	$ 13,187.00	11.00		$ -	73,713.00	11.00	$ 86,900.00	-	$ -	11.00	$ 86,900.00	100%	0.000	$ -
Top Adjustments	63.000	EA	$ 450.00	$ 28,350.00	63.00		$ -		63.00	$ 28,350.00	-	$ -	63.00	$ 28,350.00	100%	0.000	$ -
42" MES	3.000	EA	$ 18,900.00	$ 56,700.00	3.00		$ -		3.00	$ 56,700.00	-	$ -	3.00	$ 56,700.00	100%	0.000	$ -
12" PVC	66.000	LF	$ 7.00	$ 462.22	66.00		$ -	2,573.78	66.00	$ 3,036.00	-	$ -	66.00	$ 3,036.00	100%	0.000	$ -
Type C Inlets	5.000	EA	$ 3,073.60	$ 15,368.00	5.00		$ -	14,132.00	5.00	$ 29,500.00	-	$ -	5.00	$ 29,500.00	100%	0.000	$ -
12' x 5' Box Culvert	122.000	LF	$ 2,272.00	$ 277,184.00	122.00		$ -	227,506.02	122.00	$ 504,690.02	-	$ -	122.00	$ 504,690.02	100%	0.000	$ -
Box Culvert Wingwalls	2.000	EA	$ 218,000.00	$ 436,000.00	2.00		$ -		2.00	$ 436,000.00	-	$ -	2.00	$ 436,000.00	100%	0.000	$ -
24" Headwall	1.000	EA	$ 2,814.00	$ 2,814.00	1.00		$ -	2,186.00	1.00	$ 5,000.00	-	$ -	1.00	$ 5,000.00	100%	0.000	$ -
TV Inspection	6,225.000	LF	$ 19.00	$ 118,275.00	6,225.00		$ -		6,225.00	$ 118,275.00	-	$ -	6,225.00	$ 118,275.00	100%	0.000	$ -
Total	0.000			$ 1,849,290.82			$ -	$ 934,470.80		$ 2,777,739.82		$0.00		$2,777,739.82	100.00%		$ -
ROADWAY UNDERDRAIN																	
Roadway Underdrain	1,600.000	LF	$ 30.78	$ 49,243.80	1,600.00		$ -	9,956.20	1,600.00	$ 59,200.00	-	$ -	1,600.00	$ 59,200.00	100%		$ 9,956.20
Clean Outs	80.000	EA	$ 380.00	$ 30,400.00	-	80.00	$ 30,400.00		80.00	$ 30,400.00	-	$ -	80.00	$ 30,400.00	100%		$ -
Total				$ 79,643.80			$ 30,400.00	9,956.20		$ 89,600.00		$ -		$ 89,600.00	100.00%		$ -
PAVING & DRAINAGE AS-BUILTS																	
Paving & Drainage As-Builts	1.000	LS	$ 22,000.00	$ 22,000.00	0.50	0.50	$ 11,000.00		1.00	$ 22,000.00	-	$ -	1.00	$ 22,000.00	100%		$ -
Total				$ 22,000.00			$ 11,000.00			$ 22,000.00		$0.00		$22,000.00	100.00%		$ -
WATER DISTRIBUTION SYSTEM																	
8" Watermain (incl fittings, T's, bends)	6,567.000	LF	$ 43.56	$ 286,063.60	6,567.00		$ -	141,667.00	6,567.00	$ 427,730.60	-	$ -	6,567.00	$ 427,730.60	100%	0.000	$ -
6" Watermain (incl fittings, T's, bends)	110.000	LF	$ 12.72	$ 1,399.00	110.00		$ -	2,781.00	110.00	$ 4,180.00	-	$ -	110.00	$ 4,180.00	100%	0.000	$ -
8" Gate Valve	16.000	EA	$ 368.94	$ 5,903.00	16.00		$ -	21,860.00	16.00	$ 27,763.00	-	$ -	16.00	$ 27,763.00	100%	0.000	$ -
6" Gate Valve	11.000	EA	$ 710.55	$ 7,816.00	11.00		$ -	10,884.00	11.00	$ 18,700.00	-	$ -	11.00	$ 18,700.00	100%	0.000	$ -
Tie Ins	4.000	EA	$ 2,700.00	$ 10,800.00	-	4.00	$ 10,800.00		4.00	$ 10,800.00	-	$ -	4.00	$ 10,800.00	100%	0.000	$ -
Fire Hydrant	11.000	EA	$ 2,249.82	$ 24,748.00	11.00		$ -	33,552.00	11.00	$ 58,300.00	-	$ -	11.00	$ 58,300.00	100%	0.000	$ -
Flushing Hydrants	2.000	EA	$ 2,117.50	$ 4,235.00	2.00		$ -	1,165.00	2.00	$ 5,400.00	-	$ -	2.00	$ 5,400.00	100%	0.000	$ -
Services	153.000	EA	$ 588.49	$ 90,039.00	153.00		$ -	47,661.00	153.00	$ 137,700.00	-	$ -	153.00	$ 137,700.00	100%	0.000	$ -
Test and Chlorinate	6,677.000	LF	$ 3.00	$ 20,031.00	3,338.50		$ -		3,338.50	$ 10,015.50	3,338.50	$ 10,015.50	6,677.00	$ 20,031.00	50%	0.000	$ -
Adjustments	1.000	LS	$ 17,500.00	$ 17,500.00	-1.00		$ -		1.00	$ 17,500.00	-	$ -	1.00	$ 17,500.00	100%	0.000	$ -
Total				$ 494,534.60			$ 10,800.00	$ 259,570.00		$ 718,099.10		$10,015.50		$728,104.60	98.62%		$ -
REUSE WATER DISTRIBUTION SYSTEM																	

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Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
8" Main & Fittings	6,998.000	LF	$ 43.81	$ 306,560.80	6,998.00		$ -	154,049.20	6,998.00	$ 460,610.00	-	$ -	6,998.00	$ 460,610.00	100%	0.000	$ -
8" Gate Valve	16.000	EA	$ 524.13	$ 8,386.00	16.00		$ -	20,174.00	16.00	$ 28,560.00	-	$ -	16.00	$ 28,560.00	100%	0.000	$ -
Flush Hydrant	2.000	EA	$ 1,385.00	$ 2,770.00	2.00		$ -	2,330.00	2.00	$ 5,100.00	-	$ -	2.00	$ 5,100.00	100%	0.000	$ -
Testing	6,998.000	LF	$ 2.00	$ 13,996.00	6,998.00		$ -		6,998.00	$ 13,996.00	-	$ -	6,998.00	$ 13,996.00	100%	0.000	$ -
Adjustments	1.000	LS	$ 15,000.00	$ 15,000.00	1.00		$ -		1.00	$ 15,000.00	-	$ -	1.00	$ 15,000.00	100%	0.000	$ -
Services	156.000	EA	$ 526.94	$ 82,203.00	156.00		$ -	84,140.00	156.00	$ 166,343.00	-	$ -	156.00	$ 166,343.00	100%	0.000	$ -
Total				$ 428,915.80			$ -	$ 260,693.20		$ 689,909.00		$0.00		$689,909.00	100.00%		$ -
SANITARY SEWER SYSTEM																	
8" Sewer Main	5,496.000	LF	$ 41.07	$ 225,747.48	5,496.00		$ -	118,015.52	5,496.00	$ 343,763.00	-	$ -	5,496.00	$ 343,763.00	100%	0.000	$ -
Sewer Services	153.000	EA	$ 800.00	$ 122,400.00	153.00		$ -		153.00	$ 122,400.00	-	$ -	153.00	$ 122,400.00	100%	0.000	$ -
Manholes	31.000	EA	$ 8,773.52	$ 271,979.00	31.00		$ -	32,713.00	31.00	$ 304,692.00	-	$ -	31.00	$ 304,692.00	100%	0.000	$ -
Dewater	1.000	LS	$ 98,500.00	$ 98,500.00	1.00		$ -		1.00	$ 98,500.00	-	$ -	1.00	$ 98,500.00	100%	0.000	$ -
Benchdown & Backfill	1,500.000	LF	$ 30.00	$ 45,000.00	1,500.00		$ -		1,500.00	$ 45,000.00	-	$ -	1,500.00	$ 45,000.00	100%	0.000	$ -
Adjustments	1.000	LS	$ 14,500.00	$ 14,500.00	1.00		$ -		1.00	$ 14,500.00	-	$ -	1.00	$ 14,500.00	100%	0.000	$ -
Force Main - 8"	2,714.000	LF	$ 54.19	$ 147,059.60	2,714.00		$ -	67,382.40	2,714.00	$ 214,442.00	-	$ -	2,714.00	$ 214,442.00	100%	0.000	$ -
Adjustments	1.000	LS	$ 4,500.00	$ 4,500.00	1.00		$ -		1.00	$ 4,500.00	-	$ -	1.00	$ 4,500.00	100%	0.000	$ -
TV Inspection	5,496.000	LF	$ 18.00	$ 98,928.00	5,496.00		$ -		5,496.00	$ 98,928.00	-	$ -	5,496.00	$ 98,928.00	100%	0.000	$ -
Testing	2,714.000	LF	$ 2.00	$ 5,428.00	2,714.00		$ -		2,714.00	$ 5,428.00	-	$ -	2,714.00	$ 5,428.00	100%	0.000	$ -
Total				$ 1,034,042.08			$ -	$ 219,110.92		$ 1,292,155.00		$0.00		$1,292,155.00	100.00%		$ -
WATER & SEWER AS-BUILTS																	
Water & Sewer As-Builts	1.000	LS	$ 29,500.00	$ 29,500.00	0.50	0.50	$ 14,750.00		1.00	$ 29,500.00	-	$ -	1.00	$ 29,500.00	100%	0.000	$ -
Total				$ 29,500.00			$ 14,750.00			$ 29,500.00		$0.00		$29,500.00	100.00%		$ -
ELECTRIC ALLOWANCE																	
Clay Electric Allowance per Bid Docs	1.000	LS	$ 150,000.00	$ 150,000.00	1.00		$ -		1.00	$ 150,000.00	-	$ -	1.00	$ 150,000.00	100%	0.000	$ -
Total				$ 150,000.00			$ -			$ 150,000.00		$0.00		$150,000.00	100.00%		$ -
SEEDING & SOD																	
Site Grassing	163,000.000	SY	$ 0.75	$ 122,250.00	97,656.00	65,344.00	$ 49,008.00		163,000.00	$ 122,250.00	-	$ -	163,000.00	$ 122,250.00	100%	0.000	$ -
Site Sod	40,900.000	SY	$ 4.50	$ 184,050.00	37,825.00	3,075.00	$ 13,837.50		40,900.00	$ 184,050.00	-	$ -	40,900.00	$ 184,050.00	100%	0.000	$ -
Total				$ 306,300.00			$ 62,845.50			$ 306,300.00		$0.00		$306,300.00	100.00%		$ -
EROSION CONTROL																	
Erosion Control NPDES	1.000	LS	$ 35,000.00	$ 35,000.00	1.00		$ -		1.00	$ 35,000.00	-	$ -	1.00	$ 35,000.00	100%	0.000	$ -
Silt Fence	9,000.000	LF	$ 3.50	$ 31,500.00	9,000.00		$ -		9,000.00	$ 31,500.00	-	$ -	9,000.00	$ 31,500.00	100%	0.000	$ -
Construction Entrance	1.000	EA	$ 7,000.00	$ 7,000.00	1.00		$ -		1.00	$ 7,000.00	-	$ -	1.00	$ 7,000.00	100%	0.000	$ -
Inlet Protection	63.000	EA	$ 400.00	$ 25,200.00	63.00		$ -		63.00	$ 25,200.00	-	$ -	63.00	$ 25,200.00	100%	0.000	$ -
Total				$ 98,700.00			$ -			$ 98,700.00		$0.00		$98,700.00	100.00%		$ -
STORMWATER POLLUTION PLAN																	
SWPPP	1.000	LS	$ 4,000.00	$ 4,000.00	1.00		$ -		1.00	$ 4,000.00	-	$ -	1.00	$ 4,000.00	100%	0.000	$ -
Total				$ 4,000.00			$ -			$ 4,000.00		$0.00		$4,000.00	100.00%		$ -
BOND																	
Payment Bond	1.000	LS	$ 135,000.00	$ 135,000.00	1.00		$ -		1.00	$ 135,000.00	-	$ -	1.00	$ 135,000.00	100%	0.000	$ -
Performance Bond	1.000	LS	$ 69,000.00	$ 69,000.00	-		$ -		-	$ -	1.00	$ 69,000.00	1.00	$ 69,000.00	0%	0.000	$ -
Total				$ 204,000.00			$ -			$ 135,000.00		$69,000.00		$204,000.00	66.18%		$ -
Bid Alternates																	
HP for RCP	1.000	LS	$ (132,559.00)	$ (132,559.00)	1.00		$ -		1.00	$ (132,559.00)	-	$ -	1.00	$ (132,559.00)	100%	0.000	$ -
Joint Constuction	1.000	LS	$ (65,920.00)	$ (65,920.00)	1.00		$ -		1.00	$ (65,920.00)	-	$ -	1.00	$ (65,920.00)	100%	0.000	$ -
Total				$ (198,479.00)			$ -			$ (198,479.00)		$0.00		$ (198,479.00)	100.00%		$ -

CHANGE ORDERS	Original Qty	UM	Unit Price	Total Amount	To Date Quantity	Amount		To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Amount
Change Order 1													$ -		0.000	$ -
ODP American Precast	1.000	LS	$ (554,770.00)	$ (554,770.00)	1.00		$ -	1.00	$ (554,770.00)	-	$ -	1.00	$ (554,770.00)	100%	0.000	$ -
ODP Ferguson	1.000	LS	$ (705,661.12)	$ (705,661.12)	1.00		$ -	1.00	$ (705,661.12)	-	$ -	1.00	$ (705,661.12)	100%	0.000	$ -
ODP County Materials	1.000	LS	$ (422,370.00)	$ (422,370.00)	1.00		$ -	1.00	$ (422,370.00)	-	$ -	1.00	$ (422,370.00)	100%	0.000	$ -
Lot Walls	1.000	LS	$ 437,835.00	$ 437,835.00	1.00		$ -	1.00	$ 437,835.00	-	$ -	1.00	$ 437,835.00	100%	0.000	$ -

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Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
Sleeves & Electrical True-Up	1.000	LS	$ 108,859.92	$ 108,859.92	1.00		$ -		1.00	$ 108,859.92	-	$ -	1.00	$ 108,859.92	100%	0.000	$ -
Fence for Lot Walls	1.000	LS	$ 86,963.00	$ 86,963.00	1.00		$ -		1.00	$ 86,963.00	-	$ -	1.00	$ 86,963.00	100%	0.000	$ -
Import from Granary	1.000	LS	$ 43,549.78	$ 43,549.78	1.00		$ -		1.00	$ 43,549.78	-	$ -	1.00	$ 43,549.78	100%	0.000	$ -
Change Order Totals				$ [illegible]			$0.00	0.000		-$1,005,593.42		$ -		$ [illegible]			$ -
Creekview 4A				$7,104,594.30			$140,065.50	$1,682,801.12		$7,702,786.50		$79,015.50		$7,781,802.00			$0.00

Creekview 4A Contract w/ Materials	$8,787,395.42

Creekview 4A Change Orders w/ Materials
-$1,005,593.42

APF 2 & CV 4A Combined				$13,213,360.86			$722,613.50	$2,497,327.96		$14,227,069.43		$320,053.75		$14,547,345.18			$0.00

Total Contract w/ Materials	$15,710,688.82

All Change Orders w/ Materials
-$1,163,343.64

Bid Items	Original Contract Amt				To Date			Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount		Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
Creekview 4B																	
MOBILIZATION AND SITE PREPARATION																	
Mobilizations	1.00	LS	67,000.00	$ 67,000.00	0.90	0.10	$ 6,700.00		1.00	$ 67,000.00	-	$ -	1.00	$ 67,000.00	100%	0.000	$ -
Survey	1.00	LS	19,500.00	$ 19,500.00	0.90	0.10	$ 1,950.00		1.00	$ 19,500.00	-	$ -	1.00	$ 19,500.00	100%	0.000	$ -
MOT	1.00	LS	4,700.00	$ 4,700.00	1.00		$ -		1.00	$ 4,700.00	-	$ -	1.00	$ 4,700.00	100%	0.000	$ -
Testing	1.00	LS	46,000.00	$ 46,000.00	0.80		$ -		0.80	$ 36,800.00	0.20	$ 9,200.00	1.00	$ 46,000.00	80%	0.000	$ -
Total				$ 137,200.00			$ 8,650.00			$ 128,000.00		$9,200.00		$137,200.00	93.29%		$ -
CLEARING AND GRUBBING																	
Clearing	71.00	AC	6,400.00	$ 454,400.00	71.00		$ -		71.00	$ 454,400.00	-	$ -	71.00	$ 454,400.00	100%	0.000	$ -
Stripping	57,600.00	CY	3.80	$ 218,880.00	57,600.00		$ -		57,600.00	$ 218,880.00	-	$ -	57,600.00	$ 218,880.00	100%	0.000	$ -
Total				$ 673,280.00			$ -			$ 673,280.00		$0.00		$673,280.00	100.00%		$ -
EARTHWORK																	
Pond Excavation to CV4B	123,800.00	CY	4.50	$ 557,100.00	123,800.00		$ -		123,800.00	$ 557,100.00	-	$ -	123,800.00	$ 557,100.00	100%	0.000	$ -
Lot Fill	123,800.00	CY	1.10	$ 136,180.00	123,800.00		$ -		123,800.00	$ 136,180.00	-	$ -	123,800.00	$ 136,180.00	100%	0.000	$ -
Lot Pads	229.00	EA	330.00	$ 75,570.00	229.00		$ -		229.00	$ 75,570.00	-	$ -	229.00	$ 75,570.00	100%	0.000	$ -
As Builts	1.00	LS	18,000.00	$ 18,000.00	-	0.90	$ 16,200.00		0.90	$ 16,200.00	0.10	$ 1,800.00	1.00	$ 18,000.00	90%	0.000	$ -
POND TO STOCKPILE AREA	-	LS	0.00	$ -	-		$ -		-	$ -	-	$ -		$ -	#DIV/0!	0.000	$ -
Clear Stockpile	5.00	AC	6,800.00	$ 34,000.00	5.00		$ -		5.00	$ 34,000.00	-	$ -	5.00	$ 34,000.00	100%	0.000	$ -
Pond Excavation to Stockpile	104,000.00	CY	5.00	$ 520,000.00	104,000.00		$ -		104,000.00	$ 520,000.00	-	$ -	104,000.00	$ 520,000.00	100%	0.000	$ -
Push Stockpile	104,000.00	CY	1.10	$ 114,400.00	104,000.00		$ -		104,000.00	$ 114,400.00	-	$ -	104,000.00	$ 114,400.00	100%	0.000	$ -
As Builts	1.00	LS	7,000.00	$ 7,000.00	-		$ -		-	$ -	1.00	$ 7,000.00	1.00	$ 7,000.00	0%	0.000	$ -
Total				$ [illegible]			$ 16,200.00			$ [illegible]		$8,800.00		$ [illegible]	99.40%		$ -
ROADWAY CONSTRUCTION																	
Roadway Excavation - Cut	35,000.000	CY	$ 4.75	$ 166,250.00	32,975.00	[illegible]	$ 9,618.75		35,000.00	$ 166,250.00	-	$ -	35,000.00	$ 166,250.00	100%	0.000	$ -
Spread & Stockpile	35,000.000	CY	$ 1.10	$ 38,500.00	26,380.00	[illegible]	$ 9,482.00		35,000.00	$ 38,500.00	-	$ -	35,000.00	$ 38,500.00	100%	0.000	$ -
Grading - Rough	1.000	LS	$ 29,500.00	$ 29,500.00	1.00		$ -		1.00	$ 29,500.00	-	$ -	1.00	$ 29,500.00	100%	0.000	$ -
Grading - Fine	1.000	LS	$ 24,000.00	$ 24,000.00	-	1.00	$ 24,000.00		1.00	$ 24,000.00	-	$ -	1.00	$ 24,000.00	100%	0.000	$ -
Dress Up	1.000	LS	$ 36,700.00	$ 36,700.00	-	0.50	$ 18,350.00		0.50	$ 18,350.00	0.50	$ 18,350.00	1.00	$ 36,700.00	50%	0.000	$ -
Miami Curb (incl backfill)	17,360.000	LF	$ 15.50	$ 269,080.00	5,208.00	[illegible]	$ 188,356.00		17,360.00	$ 269,080.00	-	$ -	17,360.00	$ 269,080.00	100%	0.000	$ -
Standard Curb (incl backfill)	300.000	LF	$ 39.67	$ 11,900.00	90.00	[illegible]	$ 8,330.00		300.00	$ 11,900.00	-	$ -	300.00	$ 11,900.00	100%	0.000	$ -
Sidewalks	225.000	SY	$ 77.00	$ 17,325.00		[illegible]	$ 17,325.00		225.00	$ 17,325.00	-	$ -	225.00	$ 17,325.00	100%	0.000	$ -
HC Ramps	14.000	EA	$ 2,300.00	$ 32,200.00	-	[illegible]	$ 32,200.00		14.00	$ 32,200.00	-	$ -	14.00	$ 32,200.00	100%	0.000	$ -

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	Qty	UM	Unit Price	I&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
6" Roadway Base (Crushcrete)	24,950.000	SY	$ 16.00	$ 399,200.00	-	24,950.00	$ 399,200.00		24,950.00	$ 399,200.00	-	$ -	24,950.00	$ 399,200.00	100%	0.000	$ -
12" Stabilized Subgrade	28,900.000	SY	$ 8.00	$ 231,200.00	28,900.00	-	$ -		28,900.00	$ 231,200.00	-	$ -	28,900.00	$ 231,200.00	100%	0.000	$ -
Asphalt 1" (1st Lift) ONLY	24,950.000	SY	$ 15.00	$ 374,250.00	-	24,950.00	$ 374,250.00		24,950.00	$ 374,250.00	-	$ -	24,950.00	$ 374,250.00	100%	0.000	$ -
Prime	24,950.000	SY	$ 2.50	$ 62,375.00	-	24,950.00	$ 62,375.00		24,950.00	$ 62,375.00	-	$ -	24,950.00	$ 62,375.00	100%	0.000	$ -
Stripe & Signs	1.000	LS	$ 8,800.00	$ 8,800.00	-		$ -		-	$ -	1.00	$ 8,800.00	1.00	$ 8,800.00	0%	0.000	$ -
Total				$ 1,701,200.00			$ 1,143,496.75			$ 1,474,150.00		$27,150.00		$1,701,200.00	98.40%		$ -
STORM DRAINAGE SYSTEM																	
Curb Inlets	39.000	EA	$ 4,522.03	$ 176,359.00	39.00		$ -	112,241.00	39.00	$ 288,600.00	-	$ -	39.00	$ 288,600.00	100%	0.000	$ -
Manholes	11.000	EA	$ 2,496.91	$ 27,466.00	11.00		$ -	34,134.00	11.00	$ 61,600.00	-	$ -	11.00	$ 61,600.00	100%	0.000	$ -
15" RCP	618.000	LF	$ 32.00	$ 19,776.00	618.00		$ -	16,686.00	618.00	$ 36,462.00	-	$ -	618.00	$ 36,462.00	100%	0.000	$ -
RCP 18"	2,574.000	LF	$ 59.00	$ 151,866.00	2,574.00		$ -	92,664.00	2,574.00	$ 244,530.00	-	$ -	2,574.00	$ 244,530.00	100%	0.000	$ -
RCP 24"	2,780.000	LF	$ 70.20	$ 195,156.00	2,780.00		$ -	155,124.00	2,780.00	$ 350,280.00	-	$ -	2,780.00	$ 350,280.00	100%	0.000	$ -
RCP 30"	931.000	LF	$ 90.50	$ 84,255.50	931.00		$ -	79,600.50	931.00	$ 163,856.00	-	$ -	931.00	$ 163,856.00	100%	0.000	$ -
RCP 36"	747.000	LF	$ 128.00	$ 95,616.00	747.00		$ -	87,399.00	747.00	$ 183,015.00	-	$ -	747.00	$ 183,015.00	100%	0.000	$ -
RCP 42"	345.000	LF	$ 35.50	$ 12,247.50	345.00		$ -	54,337.50	345.00	$ 66,585.00	-	$ -	345.00	$ 66,585.00	100%	0.000	$ -
Type E Inlets	8.000	EA	$ 4,359.75	$ 34,878.00	8.00		$ -	21,122.00	8.00	$ 56,000.00	-	$ -	8.00	$ 56,000.00	100%	0.000	$ -
Type H Inlets	5.000	EA	$ 8,239.20	$ 41,196.00	5.00		$ -	30,304.00	5.00	$ 71,500.00	-	$ -	5.00	$ 71,500.00	100%	0.000	$ -
12", 15" & 18" MES	12.000	EA	$ 849.00	$ 10,188.00	12.00		$ -	7,812.00	12.00	$ 18,000.00	-	$ -	12.00	$ 18,000.00	100%	0.000	$ -
24" MES	8.000	EA	$ 837.00	$ 6,696.00	8.00		$ -	10,904.00	8.00	$ 17,600.00	-	$ -	8.00	$ 17,600.00	100%	0.000	$ -
30" MES	2.000	EA	$ 1,152.00	$ 2,304.00	2.00		$ -	3,496.00	2.00	$ 5,800.00	-	$ -	2.00	$ 5,800.00	100%	0.000	$ -
36" MES	1.000	EA	$ 5,130.00	$ 5,130.00	1.00		$ -	2,370.00	1.00	$ 7,500.00	-	$ -	1.00	$ 7,500.00	100%	0.000	$ -
29" X 45" ERCP	121.000	LF	$ 140.00	$ 16,940.00	121.00		$ -	21,780.00	121.00	$ 38,720.00	-	$ -	121.00	$ 38,720.00	100%	0.000	$ -
12" PVC & HP	239.000	LF	$ 46.00	$ 10,994.00	239.00		$ -	-	239.00	$ 10,994.00	-	$ -	239.00	$ 10,994.00	100%	0.000	$ -
18" HDPE	386.000	LF	$ 64.00	$ 24,704.00	386.00		$ -	-	386.00	$ 24,704.00	-	$ -	386.00	$ 24,704.00	100%	0.000	$ -
Dewatering	1.000	LS	$ 88,000.00	$ 88,000.00	1.00		$ -		1.00	$ 88,000.00	-	$ -	1.00	$ 88,000.00	100%	0.000	$ -
Double Curb Inlets	14.000	EA	$ 1,549.29	$ 21,690.00	14.00		$ -	88,910.00	14.00	$ 110,600.00	-	$ -	14.00	$ 110,600.00	100%	0.000	$ -
Top Adjustments	88.000	EA	$ 450.00	$ 39,600.00	88.00		$ -	-	88.00	$ 39,600.00	-	$ -	88.00	$ 39,600.00	100%	0.000	$ -
48" RCP	184.000	LF	$ 384.00	$ 70,656.00	184.00		$ -	-	184.00	$ 70,656.00	-	$ -	184.00	$ 70,656.00	100%	0.000	$ -
42"MES	1.000	EA	$ 18,900.00	$ 18,900.00	1.00		$ -		1.00	$ 18,900.00	-	$ -	1.00	$ 18,900.00	100%	0.000	$ -
48" MES	1.000	EA	$ 24,000.00	$ 24,000.00	1.00		$ -		1.00	$ 24,000.00	-	$ -	1.00	$ 24,000.00	100%	0.000	$ -
Type C Inlets	11.000	EA	$ 3,867.82	$ 42,546.00	11.00		$ -	22,354.00	11.00	$ 64,900.00	-	$ -	11.00	$ 64,900.00	100%	0.000	$ -
24" Headwall	1.000	EA	$ 2,872.00	$ 2,872.00	1.00		$ -	2,128.00	1.00	$ 5,000.00	-	$ -	1.00	$ 5,000.00	100%	0.000	$ -
TV Inspection	1.000	LS	$ 133,375.00	$ 133,375.00	0.50	0.50	$ 66,687.50		1.00	$ 133,375.00	-	$ -	1.00	$ 133,375.00	100%	0.000	$ -
Total	0.000			$ 1,157,411.00			$ 66,687.50	$ 843,366.00		$ 2,200,777.00		$0.00		$2,300,777.00	100.00%		$ -
ROADWAY UNDERDRAIN																	
Roadway Underdrain	2,120.000	LF	$ 37.00	$ 78,440.00	2,120.00		$ -	-	2,120.00	$ 78,440.00	-	$ -	2,120.00	$ 78,440.00	100%		$ -
Clean Outs	106.000	EA	$ 380.00	$ 40,280.00	-		$ -	-	-	$ -	106.00	$ 40,280.00	106.00	$ 40,280.00	0%		$ -
Total				$ 118,720.00			$ -	-		$ 78,440.00		$40,280.00		$118,720.00	66.07%		$ -
PAVING & DRAINAGE AS-BUILTS																	
Paving & Drainage As-Builts	1.000	LS	$ 19,000.00	$ 19,000.00	-		$ -		-	$ -	1.00	$ 19,000.00	1.00	$ 19,000.00	0%		$ -
Total				$ 19,000.00			$ -			$ -		$19,000.00		$19,000.00	0.00%		$ -
WATER DISTRIBUTION SYSTEM																	
8" Watermain (incl fittings, T's, bends)	8,503.000	LF	$ 51.05	$ 434,107.50	8,503.00		$ -	190,863.00	8,503.00	$ 624,970.50	-	$ -	8,503.00	$ 624,970.50	100%	0.000	$ -
6" Watermain (incl fittings, T's, bends)	180.000	LF	$ 38.00	$ 6,840.00	180.00		$ -	-	180.00	$ 6,840.00	-	$ -	180.00	$ 6,840.00	100%	0.000	$ -
4" Watermain (incl fittings, T's, bends)	107.000	LF	$ 29.00	$ 3,103.00	-	107.00	$ 3,103.00		107.00	$ 3,103.00	-	$ -	107.00	$ 3,103.00	100%	0.000	$ -
2" Watermain (incl fittinas, T's, bends)	116.000	LF	$ 19.00	$ 2,204.00	-	116.00	$ 2,204.00		116.00	$ 2,204.00	-	$ -	116.00	$ 2,204.00	100%	0.000	$ -
8" Gate Valve	20.000	LF	$ 675.15	$ 13,503.00	20.00		$ -	24,497.00	20.00	$ 38,000.00	-	$ -	20.00	$ 38,000.00	100%	0.000	$ -
6" Gate Valve	18.000	EA	$ 1,095.33	$ 19,716.00	15.00	3.00	$ 3,286.00	10,884.00	18.00	$ 30,600.00	-	$ -	18.00	$ 30,600.00	100%	0.000	$ -
Tie Ins	3.000	EA	$ 2,700.00	$ 8,100.00	1.00	2.00	$ 5,400.00		3.00	$ 8,100.00	-	$ -	3.00	$ 8,100.00	100%	0.000	$ -
Fire Hydrant	18.000	EA	$ 3,436.00	$ 61,848.00	18.00		$ -	33,552.00	18.00	$ 95,400.00	-	$ -	18.00	$ 95,400.00	100%	0.000	$ -
Flushing Hydrants	1.000	EA	$ 1,535.00	$ 1,535.00	-		$ -	1,165.00	-	$ 1,165.00	1.00	$ 1,535.00	1.00	$ 2,700.00	43%	0.000	$ -
Services	229.000	EA	$ 189.11	$ 43,307.00	186.00		$ -	162,793.00	186.00	$ 197,968.12	43.00	$ 8,131.88	229.00	$ 206,100.00	96%	0.000	$ -
Test and Chlorinate	8,906.000	LF	$ 3.00	$ 26,718.00	-		$ -		-	$ -	8,906.00	$ 26,718.00	8,906.00	$ 26,718.00	0%	0.000	$ -
20" Steel Casing with Spacers and Caps	28.000	LF	$ 465.00	$ 13,020.00	28.00		$ -		28.00	$ 13,020.00	-	$ -	28.00	$ 13,020.00	100%	0.000	$ -
Adjustments	1.000	LS	$ 15,500.00	$ 15,500.00	-	0.50	$ 7,750.00		0.50	$ 7,750.00	0.50	$ 7,750.00	1.00	$ 15,500.00	50%	0.000	$ -
Total				$ 649,501.50			$ 21,743.00	$ 433,754.00		$ 1,029,120.62		$44,134.88		$1,073,255.50	95.89%		$ -
REUSE WATER DISTRIBUTION SYSTEM																	
8" Main & Fittings	8,919.000	LF	$ 51.24	$ 456,984.50	8,919.00		$ -	198,562.00	8,919.00	$ 655,546.50	-	$ -	8,919.00	$ 655,546.50	100%	0.000	$ -
4" Main & Fittings	145.000	LF	$ 29.50	$ 4,277.50	-		$ -		-	$ -	145.00	$ 4,277.50	145.00	$ 4,277.50	0%	0.000	$ -

Project Number:
Project Name: CV4A & APF2
Owner Name: ET&M
Contract Number:
For Month Ending: 12/19/2025

39.67

Period Ending: 12/19/25
Variance $0.00
Projected Final $23,768,177.42
Billings To Date $22,539,490.38
Remaining Billings $1,228,687.04

Bid Items	Original Contract Amt Qty	UM	Unit Price	I&E Total Amount	Prev. Quantity	Current Quantity	Current Amount	Materials Amount	To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Variance at Completion Amount
2" Main & Fittings	73.000	LF	$ 19.50	$ 1,423.50	-		$ -		-	$ -	73.00	$ 1,423.50	73.00	$ 1,423.50	0%	0.000	$ -
8" Gate Valve	19.000	EA	$ 838.21	$ 15,926.00	19.00		$ -	20,174.00	19.00	$ 36,100.00	-	$ -	19.00	$ 36,100.00	100%	0.000	$ -
Flush Hydrant	1.000	EA	$ 220.00	$ 220.00	-		$ -	2,330.00	-	$ 2,330.00	1.00	$ 220.00	1.00	$ 2,550.00	91%	0.000	$ -
Testing	9,137.000	LF	$ 2.00	$ 18,274.00	-	-	$ -		-	$ -	9,137.00	$ 18,274.00	9,137.00	$ 18,274.00	0%	0.000	$ -
Adjustments	1.000	LS	$ 22,000.00	$ 22,000.00	-	0.50	$ 11,000.00		0.50	$ 11,000.00	0.50	$ 11,000.00	1.00	$ 22,000.00	50%	0.000	$ -
Services	233.000	EA	$ 194.78	$ 45,384.00	191.00		$ -	152,666.00	191.00	$ 189,869.19	42.00	$ 8,180.81	233.00	$ 198,050.00	96%	0.000	$ -
20" Steel casing with Spacers and Caps	28.000	LF	$ 390.00	$ 10,920.00	28.00		$ -		28.00	$ 10,920.00	-	$ -	28.00	$ 10,920.00	100%	0.000	$ -
Total				$ 575,409.50			$ 11,000.00	$ 373,732.00		$ 805,765.88		$ 48,575.81		$ 948,341.50	95.43%		$ -
SANITARY SEWER SYSTEM																	
8" Sewer Main	8,254.000	LF	$ 47.43	$ 391,507.00	8,254.00		$ -	173,892.00	8,254.00	$ 565,399.00	-	$ -	8,254.00	$ 565,399.00	100%	0.000	$ -
Sewer Services	229.000	EA	$ 800.00	$ 183,200.00	229.00		$ -		229.00	$ 183,200.00	-	$ -	229.00	$ 183,200.00	100%	0.000	$ -
Manholes	39.000	EA	$ 8,283.54	$ 323,058.00	39.00		$ -	141,042.00	39.00	$ 464,100.00	-	$ -	39.00	$ 464,100.00	100%	0.000	$ -
Dewater	1.000	LS	$ 89,500.00	$ 89,500.00	1.00		$ -		1.00	$ 89,500.00	-	$ -	1.00	$ 89,500.00	100%	0.000	$ -
Benchdown & Backfill	3,100.000	LF	$ 30.00	$ 93,000.00	3,100.00		$ -		3,100.00	$ 93,000.00	-	$ -	3,100.00	$ 93,000.00	100%	0.000	$ -
Adjustments	1.000	LS	$ 21,500.00	$ 21,500.00	-	1.00	$ 21,500.00		1.00	$ 21,500.00	-	$ -	1.00	$ 21,500.00	100%	0.000	$ -
TV Inspection	8,254.000	LF	$ 18.00	$ 148,572.00	-		$ -		-	$ -	8,254.00	$ 148,572.00	8,254.00	$ 148,572.00	0%	0.000	$ -
Total				$ 1,250,397.00			$ 21,500.00	$ 314,934.00		$ 1,416,699.00		$ 148,572.00		$ 1,565,771.00	90.51%		$ -
WATER & SEWER AS-BUILTS																	
Water & Sewer As-Builts	1.000	LS	$ 29,500.00	$ 29,500.00	-		$ -		-	$ -	1.00	$ 29,500.00	1.00	$ 29,500.00	0%	0.000	$ -
Total				$ 29,500.00			$ -			$ -		$ 29,500.00		$ 29,500.00	0.00%		$ -
SEEDING & SOD																	
Site Grassing	233,500.000	SY	$ 0.75	$ 175,125.00	-		$ -		-	$ -	233,500.00	$ 175,125.00	233,500.00	$ 175,125.00	0%	0.000	$ -
Site Sod	49,300.000	SY	$ 4.80	$ 236,640.00	25,813.00		$ -		25,813.00	$ 123,902.40	23,487.00	$ 112,737.60	49,300.00	$ 236,640.00	52%	0.000	$ -
Total				$ 411,765.00			$ -			$ 123,902.40		$ 287,862.60		$ 411,765.00	30.09%		$ -
EROSION CONTROL																	
Erosion Control NPDES	1.000	LS	$ 38,000.00	$ 38,000.00	0.90		$ -	-	0.90	$ 34,200.00	0.10	$ 3,800.00	1.00	$ 38,000.00	90%	0.000	$ -
Silt Fence	10,000.000	LF	$ 3.50	$ 35,000.00	9,970.00		$ -	-	9,970.00	$ 34,895.00	30.00	$ 105.00	10,000.00	$ 35,000.00	100%	0.000	$ -
Construction Entrance	1.000	EA	$ 7,000.00	$ 7,000.00	1.00		$ -	-	1.00	$ 7,000.00	-	$ -	1.00	$ 7,000.00	100%	0.000	$ -
Inlet Protection	0.000	EA	$ 400.00	$ -	-		$ -	-	-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Total				$ 80,000.00			$ -			$ 76,095.00		$ 3,905.00		$ 80,000.00	95.12%		$ -
STORMWATER POLLUTION PLAN																	
SWPPP	1.000	LS	$ 5,000.00	$ 5,000.00	1.00		$ -	-	1.00	$ 5,000.00	-	$ -	1.00	$ 5,000.00	100%	0.000	$ -
Total				$ 5,000.00			$ -			$ 5,000.00		$0.00		$ 5,000.00	100.00%		$ -
BOND																	
Payment Bond	1.000	LS	$ 165,000.00	$ 165,000.00	1.00		$ -	-	1.00	$ 165,000.00	-	$ -	1.00	$ 165,000.00	100%	0.000	$ -
Performance Bond	1.000	LS	$ 85,000.00	$ 85,000.00	-		$ -	-	-	$ -	1.00	$ 85,000.00	1.00	$ 85,000.00	0%	0.000	$ -
Contractor Warranty	0.000	LS		$ -	-		$ -	-	-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Total				$ 250,000.00			$ -			$ 165,000.00		$ 85,000.00		$ 250,000.00	66.00%		$ -

CHANGE ORDERS	Original Qty	UM	Unit Price	Total Amount	To Date Quantity	Amount		To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Variance at Completion Amount
Change Order 1													$ -		0.000	$ -
ODP American Precast	1.000	LS	$ (498,597.00)	$ (498,597.00)	1.00	$ -		1.00	$ (498,597.00)	-	$ -	1.00	$ (498,597.00)	100%	0.000	$ -
ODP Ferguson	1.000	LS	$ (971,378.00)	$ (971,378.00)	1.00	$ -		1.00	$ (971,378.00)	-	$ -	1.00	$ (971,378.00)	100%	0.000	$ -
County Materials	1.000	LS	$ (485,811.00)	$ (485,811.00)	1.00	$ -		1.00	$ (485,811.00)	-	$ -	1.00	$ (485,811.00)	100%	0.000	$ -
Sleeves & Electric True-Up	1.000	LS	$ 338,547.24	$ 338,547.24	1.00	$ -		1.00	$ 338,547.24	-	$ -	1.00	$ 338,547.24	100%	0.000	$ -
Multi Use Path	1.000	LS	$ 161,631.00	$ 161,631.00	-	$ -		-	$ -	1.00	$ 161,631.00	1.00	$ 161,631.00	0%	0.000	$ -
Change Order Totals				$ (1,455,607.76)		$0.00	0.000		$ -1,617,238.76		$ 161,631.00		$ (1,455,607.76)			$ -

Creekview 4B		$8,720,654.00			$1,289,267.25	$1,955,786.00		$8,312,420.95		$908,411.29		$9,220,832.24			$0.00

Creekview 4A Contract w/ Materials	$10,676,440.00

Creekview 4A Change Orders w/ Materials

Project Number:
Project Name: CV4A & APF2
Owner Name: ET&M
Contract Number:
For Month Ending: 12/19/2025

39.67

Period Ending: 12/19/25
Variance $0.00
Projected Final $23,768,177.42
Billings To Date $22,539,490.38
Remaining Billings $1,228,687.04

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original	
	Qty	UM	Unit Price	U&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
				-$1,455,607.76													
APF 2 & CV 4A & B Combined				$21,934,014.86	$0.00	$0.00	$2,011,880.75	$4,453,113.96	$0.00	$22,539,490.38	$0.00	$1,228,465.04	$0.00	$23,768,177.42	$0.00	$0.00	$0.00

Total Contract w/ Materials	$26,387,128.82

All Change Orders w / Materials
-$2,618,951.40

PARTIAL RELEASE OF CLAIM OF LIEN

The undersigned lienor, in consideration of payment in the amount of $113,516.51 , hereby partially releases its claim of lien for labor, services, or materials furnished to Creekview, CDD , on the job of Creekview Trail APF2 / Area 4, for the following described property:

Creekview Trail APF Road PH 2 & Area 4

The undersigned lienor acknowledges previous receipt of $ 20,512,840.06 and is executing this waiver and release in exchange for a check or checks in the additional amount of $ 113,516.51 , this partial release of claim of lien expressly and totally is conditioned on receipt of the check or checks and the collection of the funds in the amount of $ 899,675.80 .

There remains unpaid $ 2,831,440.04

Dated: December 19 , 20 25

Signed ~~and~~ sealed in the presence of:

Witness

Lienor

STATE OF FLORIDA
COUNTY OF Duval

I HEREBY CERTIFY that on this day, December 19 , 2025 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles D. Freshwater, as President of Jax Utilities Management, Inc. a Florida corporation,on behalf of the corporation, and she/he acknowledged before me that she/he executed the same and did so by order of the Board of Directors of the Corporation.

He/She is personally known to me [X] produced N/A as identification [ ]

Notary Public State of Florida
Anne-Marie James
My Commission
HH 276959
Exp. 8/17/2026

Notary Public

F.S. 713.20

Creekview CDD Requisition 151 - JUM (Area 4A APF Rd 2 (#15)

Final Audit Report 2025-12-22

Created:	2025-12-22
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQJOEk33gJSF4L3qgEJw9NMeJVoDxrKN5

"Creekview CDD Requisition 151 - JUM (Area 4A APF Rd 2 (#15)" History

Document created by Shelley Blair (blairs@etminc.com)
2025-12-22 - 8:54:28 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2025-12-22 - 8:54:43 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2025-12-22 - 8:58:50 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-12-22 - 9:04:57 PM GMT - Time Source: server

Agreement completed.
2025-12-22 - 9:04:57 PM GMT

Adobe Acrobat Sign

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BX

CONSENT

AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **152**

(B) Name of Payee: [redacted]
Ferguson Enterprises, LLC
[redacted]

(C) Amount Payable: **$311,533.40**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **APF Road Phase 3 Direct Owner Purchase (water, sewer, storm and underdrain)**

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

FERG		
INVOICE NUMBER	*AMOUNT*	*INVOICE DATE*
2188922	$98,102.40	10/01/25
2194242	$72,486.00	10/29/25
2194242-1	$68,459.00	10/30/25
2194242-2	$72,486.00	10/30/25
TOTAL	$311,533.40	

FERGUSON WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2188922	$98,102.40	69547	1 of 2

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149
PO BOX 100286
ATLANTA, GA 30384-0286

MASTER ACCOUNT NUMBER: 1042440

SHIP TO:

CREEKVIEW COMMUNITY DEVELOPMEN
AMERICANA DR
GREEN COVE SPRINGS, FL 32043

CREEKVIEW COMMUNITY DEVELOPMEN
2300 GLADES RD STE 410W
APF RD PHASE 2
BOCA RATON, FL 33431

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE	SOURCE	219	APF RD PHASE 3	10/01/25	IO 117262

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			FORCE MAIN			
160	160	DR18GP12	12 C900 DR18 PVC GJ GREE PIPE	40.270	FT	6443.20
40	40	DR18GPU	6 C900 DR18 PVC GJ GREE PIPE	11.100	FT	444.00
500	500	P744130532	10GA SLD HFCCS PE30 WIRE GREE 500	220.000	M	110.00
7	7	SPWPC12	12 SIGMA BELL REST F/ C900 *PVLOK	257.000	EA	1799.00
1	1	SPWPC6	6 SIGMA BELL REST F/ C900 *PVLOK	81.000	EA	81.00
4	4	FFTSS132012	12X12 SS TAPN SLV 12.75-13.20	2445.000	EA	9780.00
1	1	AFC2612DLAFTM	12 DI MJ RW OL SS TAPN VLV L/A	4447.000	EA	4447.00
1	1	AFC2612DLAFMM	12 DI MJ RW OL SS STEM VLV L/A	2965.000	EA	2965.00
1	1	AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	950.000	EA	950.00
3	3	I461SS	2PC SC CI VLV BX 19-22 SWR	110.000	EA	330.00
3	1	RBGVTMUFM	3 BRS GATE VLV ID FORCE MAIN 6	18.000	EA	18.00
3	3	LCCCU	6 CNCRT CO COLL	18.000	EA	54.00
10	10	MJ4P4LA12	12 MJ C153 P-401 45 BEND L/A	1304.000	EA	13040.00
1	1	MJTP4LA12U	12X6 MJ C153 P-401 TEE L/A	1400.000	EA	1400.00
1	1	MJTCAPP4LA12K	12X2 MJ C153 P-401 TAP CAP L/A	1227.000	EA	1227.00
1	1	MJTCAPP4LAUK	6X2 MJ C153 P-401 TAP CAP L/A	470.000	EA	470.00
			MEGS AND KITS			
26	26	SSLCE12	12 PVC WDG REST GLND *ONELOK	150.000	EA	3900.00
26	26	SMGP12	12 MJ GSKT & BLT PK L/ GLAND	33.000	EA	858.00
4	4	SSLCE6	6 PVC WDG REST GLND *ONELOK	52.000	EA	208.00
4	4	SMGP6	6 MJ GSKT & BLT PK L/ GLAND	22.000	EA	88.00
			WATER			
200	200	DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	40.270	FT	8054.00
500	500	P744130232	10GA SLD HFCCS PE30 WIRE BLUE 500	220.000	M	110.00
9	9	SPWPC12	12 SIGMA BELL REST F/ C900 *PVLOK	257.000	EA	2313.00
1	1	AFC2612DLAFTM	12 DI MJ RW OL SS TAPN VLV L/A	4447.000	EA	4447.00
2	2	AFC2612DLAFMM	12 DI MJ RW OL SS STEM VLV L/A	2965.000	EA	5930.00
3	3	I461SW	2PC SC CI VLV BX 19-22 WTR	110.000	EA	330.00
3	3	RBGVTM12	3 BRS GATE VLV ID - 12	18.000	EA	54.00
3	3	RBGVTMU	3 BRS GATE VLV ID - 6	18.000	EA	54.00
3	3	LCCCU	6 CNCRT CO COLL	18.000	EA	54.00
4	4	MJ4LA12	12 MJ C153 45 BEND L/A	426.000	EA	1704.00
1	1	MJTLA12	12 MJ C153 TEE L/A	712.000	EA	712.00
2	2	MJTCAPLA12K	12X2 MJ C153 TAP CAP L/A	249.000	EA	498.00
			MEGS AND KITS			
18	18	SSLCE12	12 PVC WDG REST GLND *ONELOK	150.000	EA	2700.00
18	18	SMGP12	12 MJ GSKT & BLT PK L/ GLAND	33.000	EA	594.00
			REUSE			
160	160	DR18PP12	12 C900 DR18 PVC GJ PURP PIPE	40.270	FT	6443.20
500	500	P744130832	10GA SLD HFCCS PE30 WIRE PURP 500	220.000	M	110.00
7	7	SPWPC12	12 SIGMA BELL REST F/ C900 *PVLOK	257.000	EA	1799.00
2	2	AFC2612DLAFTM	12 DI MJ RW OL SS TAPN VLV L/A	4447.000	EA	8894.00
2	2	I461SR	2PC SC CI VLV BX 19-22 REUSE	110.000	EA	220.00
2	2	RBTVTM12	3 BRS TAPN VLV ID - 12	18.000	EA	36.00

TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **CONTINUED**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

FERGUSON WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2188922	$98,102.40	69547	2 of 2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
2	2	LCCCU	6 CNCRT CO COLL	18.000	EA	36.00
4	4	MJ4LA12	12 MJ C153 45 BEND L/A	426.000	EA	1704.00
2	2	MJTCAPLA12K	12X2 MJ C153 TAP CAP L/A MEGS AND KITS	249.000	EA	498.00
12	12	SSLCE12	12 PVC WDG REST GLND *ONELOK	150.000	EA	1800.00
12	12	SMGP12	12 MJ GSKT & BLT PK L/ GLAND	33.000	EA	396.00
			INVOICE SUB-TOTAL			**98102.40**

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$98,102.40**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

FERGUSON WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2194242	$72,486.00	69547	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149
PO BOX 100286
ATLANTA, GA 30384-0286

MASTER ACCOUNT NUMBER: 1042440

SHIP TO:

CREEKVIEW COMMUNITY DEVELOPMEN
AMERICANA DR
GREEN COVE SPRINGS, FL 32043

CREEKVIEW COMMUNITY DEVELOPMEN
2300 GLADES RD STE 410W
APF RD PHASE 2
BOCA RATON, FL 33431

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLE	PVC PIPE	219	APF RD PH5	10/29/25	117462

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 2194241			
980	0	DR18GP12	12 C900 DR18 PVC GJ GREE PIPE		FT	0.00
2180	0	DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE		FT	0.00
2140	1800	DR18PP12	12 C900 DR18 PVC GJ PURP PIPE	40.270	FT	72486.00
			INVOICE SUB-TOTAL			**72486.00**

****

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Due to the Thanksgiving holiday on Thursday, November 27th, please ensure all payments are submitted by Monday, November 24th.

TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$72,486.00**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

FERGUSON WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2194242-1	$68,459.00	69547	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149
PO BOX 100286
ATLANTA, GA 30384-0286

MASTER ACCOUNT NUMBER: 1042440

SHIP TO:

CREEKVIEW COMMUNITY DEVELOPMEN
AMERICANA DR
GREEN COVE SPRINGS, FL 32043

CREEKVIEW COMMUNITY DEVELOPMEN
2300 GLADES RD STE 410W
APF RD PHASE 2
BOCA RATON, FL 33431

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLE	PVC PIPE	219	APF RD PH5	10/30/25	117473

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 2194241			
980	980	DR18GP12	12 C900 DR18 PVC GJ GREE PIPE	40.270	FT	39464.60
2180	380	DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	40.270	FT	15302.60
340	340	DR18PP12	12 C900 DR18 PVC GJ PURP PIPE	40.270	FT	13691.80
			INVOICE SUB-TOTAL			**68459.00**

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Due to the Thanksgiving holiday on Thursday, November 27th, please ensure all payments are submitted by Monday, November 24th.

TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$68,459.00**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

FERGUSON WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2194242-2	$72,486.00	69547	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149
PO BOX 100286
ATLANTA, GA 30384-0286

MASTER ACCOUNT NUMBER: 1042440

SHIP TO:

CREEKVIEW COMMUNITY DEVELOPMEN
AMERICANA DR
GREEN COVE SPRINGS, FL 32043

CREEKVIEW COMMUNITY DEVELOPMEN
2300 GLADES RD STE 410W
APF RD PHASE 2
BOCA RATON, FL 33431

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE	PVC PIPE	219	APF RD PH5	10/30/25	ID 117478D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1800	1800	DR18BP12	Source Order#: 2194241 12 C900 DR18 PVC GJ BLUE PIPE	40.270	FT	72486.00
			INVOICE SUB-TOTAL			**72486.00**

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Due to the Thanksgiving holiday on Thursday, November 27th, please ensure all payments are submitted by Monday, November 24th.

TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$72,486.00**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

Creekview CDD 2024 Bonds Requisition 152 - Ferguson

Final Audit Report 2026-01-05

Created:	2025-12-31
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEXEKXEmWHn_ZURZZBtRYlU4vhiFAnFzu

"Creekview CDD 2024 Bonds Requisition 152 - Ferguson" History

Document created by Shelley Blair (blairs@etminc.com)
2025-12-31 - 1:41:00 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2025-12-31 - 1:41:05 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-01-05 - 7:46:26 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-01-05 - 7:48:02 PM GMT - Time Source: server

Agreement completed.
2026-01-05 - 7:48:02 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXI

CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **153**

(B) Name of Payee:

Kilinski | Van Wyk PLLC
PO Box 6386
Tallahassee, FL 32314

(C) Amount Payable: **$509.00**

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

Professional Services related to 2024 Project Construction - Invoice 13914

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

KILINSKI | VAN WYK

Kilinski | Van Wyk PLLC

P.O. Box 6386
Tallahassee, Florida 32314
United States

INVOICE

Invoice # 13914
Date: 01/13/2026
Due On: 02/12/2026

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

Statement of Account

	Outstanding Balance		New Charges		Payments Received		Total Amount Outstanding
(	$ 0.00	+	$509.00	) - (	$0.00	) =	**$509.00**

CRKVIEW-105

Creekview CDD - 2024 Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	JK	12/05/2025	Update and finalize amendment to landscaping installation agreement and transmit same	0.20	$375.00	$75.00
Service	CL	12/16/2025	Review and revise agreement; Confer with N. McKenna re: the same.	0.90	$310.00	$279.00
Service	CL	12/18/2025	Revise agreement for 4B sod installation.	0.50	$310.00	$155.00
					Total	**$509.00**

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

Creekview CDD 2024 Bonds Requisition 153 Kilinski Van Wyk

Final Audit Report 2026-01-15

Created:	2026-01-15
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiXsj77ZWzEbd4asmLeKIkjOIRCKSJjsH

"Creekview CDD 2024 Bonds Requisition 153 Kilinski Van Wyk" History

Document created by Shelley Blair (blairs@etminc.com)
2026-01-15 - 9:56:25 PM GMT

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2026-01-15 - 9:56:29 PM GMT

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2026-01-15 - 10:09:38 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-01-15 - 10:09:51 PM GMT - Time Source: server

Agreement completed.
2026-01-15 - 10:09:51 PM GMT

Adobe Acrobat Sign

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXII CONSENT AGENDA

REQUISITION 154

2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **154**

(B) Name of Payee: **England-Thims & Miller, Inc.**

[redacted]

(C) Amount Payable: **$ 57,871.57**

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

Invoice 223721 (Dec 2025) APF Road Phase 2 CEI Services (WA#24)	$ 9,208.93
Invoice 223628 (Dec 2025) Area 4A CEI Services (WA#23)	$ 5,938.39
Invoice 223630 (Dec 2025) Lee Parcel Preliminary Engineering (WA#27)	$17,967.50
Invoice 223635 (Dec 2025) APF Road Phases 3-5 CEI Services (WA#30)	$14,658.75
Invoice 223636 (Dec 2025) Area 3 Construction Documents (WA#31)	$10,098.00
TOTAL REQUISITION	**$57,871.57**

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

January 12, 2026
Invoice No: 223721

Total This Invoice $9,208.93

Project 17115.19000 APF Road Phase 2 CEI Services (WA#24)

Professional Services rendered through December 31, 2025

Phase 01. CEI Services

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	11/29/2025	1.00	255.00	255.00
Wild, Scott	12/13/2025	1.50	255.00	382.50
Wild, Scott	12/27/2025	1.00	255.00	255.00
Project Manager/Construction Project Man				
Blalock, Clinton	12/20/2025	5.50	225.00	1,237.50
Ellins, Jason	11/29/2025	1.00	225.00	225.00
Ellins, Jason	12/6/2025	.50	225.00	112.50
Ellins, Jason	12/13/2025	1.00	225.00	225.00
Ellins, Jason	12/20/2025	2.50	225.00	562.50
Ellins, Jason	12/27/2025	1.00	225.00	225.00
Ellins, Jason	1/3/2026	.50	225.00	112.50
Engineer				
Kern, Dulyma	12/6/2025	1.50	190.00	285.00
Schneider, Brennan	12/20/2025	4.00	190.00	760.00
Snr Engineering Designer/Snr LA Designer				
Daugherty, Cory	12/13/2025	1.00	170.00	170.00
Engineering/Landscape Designer				
Jeter, Matthew	12/13/2025	6.00	155.00	930.00
Jeter, Matthew	12/20/2025	4.00	155.00	620.00
Senior Construction Representative				
Villarruel Lopez, Jose	11/29/2025	2.00	205.00	410.00
Villarruel Lopez, Jose	12/6/2025	1.75	205.00	358.75
Villarruel Lopez, Jose	12/20/2025	2.00	205.00	410.00
Totals		37.75		7,536.25
Total Labor				**7,536.25**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	7,536.25	70,725.50	78,261.75
Limit			85,000.00
Remaining			6,738.25

Total this Phase **$7,536.25**

Phase 02. Progress Meetings

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	6,417.75	6,417.75
Limit			19,530.00
Remaining			13,112.25

Total this Phase **0.00**

Phase 03. CDD Tax Exempt Purchase Requisitions

Labor

		Hours	**Rate**	**Amount**	
Senior Engineer/Senior Project Manager					
Wild, Scott	12/6/2025	1.00	255.00	255.00	
Administrative Support					
Blair, Shelley	11/29/2025	1.00	110.00	110.00	
Blair, Shelley	12/6/2025	1.50	110.00	165.00	
Blair, Shelley	12/13/2025	2.25	110.00	247.50	
Blair, Shelley	12/20/2025	2.00	110.00	220.00	
Blair, Shelley	12/27/2025	1.25	110.00	137.50	
Blair, Shelley	1/3/2026	1.50	110.00	165.00	
Totals		10.50		1,300.00	
Total Labor					**1,300.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	1,300.00	16,694.00	17,994.00
Limit			20,000.00
Remaining			2,006.00

Total this Phase **$1,300.00**

Phase 04. Owner Requested Plan Revisions

Labor

		Hours	**Rate**	**Amount**	
Project Manager/Construction Project Man					
Wilkinson, Chase	12/20/2025	1.50	225.00	337.50	
Totals		1.50		337.50	
Total Labor					**337.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	337.50	32,096.50	32,434.00
Limit			40,000.00
Remaining			7,566.00

Total this Phase **$337.50**

Phase XP. Expenses

Expenses

Mileage			30.59	
Total Expenses		**1.15 times**	**30.59**	**35.18**

Billing Limits	Current	Prior	To-Date
Expense	35.18	2,143.96	2,179.14
Limit			2,500.00
Remaining			320.86

Total this Phase	**$35.18**
Total This Invoice	**$9,208.93**

Outstanding Invoices

Number	Date	Balance
223048	11/26/2025	9,565.13
Total		**9,565.13**

Total Now Due	**$18,774.06**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

January 09, 2026
Invoice No: 223628

Total This Invoice $5,938.39

Project 17115.18000 Area 4A CEI Services (WA#23)

Professional Services rendered through December 31, 2025

Phase 01. CEI Services

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	11/29/2025	1.00	255.00	255.00
Wild, Scott	12/6/2025	3.00	255.00	765.00
Project Manager/Construction Project Man				
Blalock, Clinton	12/13/2025	.25	225.00	56.25
Blalock, Clinton	12/20/2025	.50	225.00	112.50
Ellins, Jason	11/29/2025	1.00	225.00	225.00
Ellins, Jason	12/6/2025	4.50	225.00	1,012.50
Ellins, Jason	12/13/2025	1.00	225.00	225.00
Ellins, Jason	12/20/2025	1.50	225.00	337.50
Ellins, Jason	12/27/2025	1.00	225.00	225.00
Ellins, Jason	1/3/2026	.50	225.00	112.50
Administrative Support				
Blair, Shelley	12/13/2025	.50	110.00	55.00
Senior Construction Representative				
Villarruel Lopez, Jose	11/29/2025	1.00	205.00	205.00
Villarruel Lopez, Jose	12/6/2025	1.00	205.00	205.00
Villarruel Lopez, Jose	12/13/2025	3.00	205.00	615.00
Villarruel Lopez, Jose	12/20/2025	4.00	205.00	820.00
Villarruel Lopez, Jose	12/27/2025	.25	205.00	51.25
Villarruel Lopez, Jose	1/3/2026	.25	205.00	51.25
Totals		24.25		5,328.75
Total Labor				**5,328.75**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	5,328.75	96,247.00	101,575.75
Limit			108,576.00
Remaining			7,000.25

Total this Phase $5,328.75

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	12/6/2025	1.00	255.00	255.00	
Engineering Intern					
Hebb, Cara	11/29/2025	.50	150.00	75.00	
Hebb, Cara	12/6/2025	.75	150.00	112.50	
Totals		2.25		442.50	
Total Labor					**442.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	442.50	12,193.00	12,635.50	
Limit			39,060.00	
Remaining			26,424.50	
			Total this Phase	**$442.50**

Phase 03. CDD Tax Exempt Purchase Requisitions

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	0.00	9,342.00	9,342.00	
Limit			15,000.00	
Remaining			5,658.00	
			Total this Phase	**0.00**

Phase 04. Owner Requested Plan Revisions

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	0.00	36,295.50	36,295.50	
Limit			40,000.00	
Remaining			3,704.50	
			Total this Phase	**0.00**

Phase XP. Expenses

Expenses

Permits			155.25	
Total Expenses		**1.15 times**	**155.25**	**178.54**

Billing Limits	**Current**	**Prior**	**To-Date**	
Expense	178.54	1,332.86	1,511.40	
Limit			1,500.00	
Adjustment				**-11.40**
			Total this Phase	**$167.14**
			Total This Invoice	**$5,938.39**

Outstanding Invoices

Number	**Date**	**Balance**
223047	11/26/2025	12,260.00
Total		**12,260.00**

Total Now Due **$18,198.39**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

January 09, 2026
Invoice No: 223630

Total This Invoice $17,967.50

Project 17115.21000 Lee Parcel Preliminary Engineering WA27

Professional Services rendered through December 31, 2025

Phase 1. Preliminary Engineering

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	11/29/2025	3.00	255.00	765.00
Wild, Scott	12/6/2025	4.50	255.00	1,147.50
Wild, Scott	12/13/2025	9.00	255.00	2,295.00
Wild, Scott	12/20/2025	5.50	255.00	1,402.50
Wild, Scott	12/27/2025	5.50	255.00	1,402.50
Wild, Scott	1/3/2026	7.00	255.00	1,785.00
Engineering/Landscape Designer				
Simonelli, Dino	12/6/2025	27.00	155.00	4,185.00
Simonelli, Dino	12/13/2025	2.50	155.00	387.50
Simonelli, Dino	12/20/2025	4.00	155.00	620.00
Simonelli, Dino	12/27/2025	10.50	155.00	1,627.50
Simonelli, Dino	1/3/2026	2.00	155.00	310.00
Totals		80.50		15,927.50
Total Labor				**15,927.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	15,927.50	29,203.75	45,131.25
Limit			75,000.00
Remaining			29,868.75

Total this Phase $15,927.50

Phase 2. Project Management

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	11/29/2025	1.00	255.00	255.00
Wild, Scott	12/6/2025	3.00	255.00	765.00
Wild, Scott	12/13/2025	1.00	255.00	255.00

Wild, Scott		12/20/2025	3.00	255.00	765.00	
	Totals		8.00		2,040.00	
	Total Labor					**2,040.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	2,040.00	11,915.00	13,955.00
Limit			15,000.00
Remaining			1,045.00

Total this Phase **$2,040.00**

Phase XP. Expenses

Total this Phase **0.00**

Total This Invoice **$17,967.50**

Outstanding Invoices

Number	**Date**	**Balance**
223049	11/26/2025	8,365.00
Total		**8,365.00**

Total Now Due **$26,332.50**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

January 09, 2026
Invoice No: 223635

Total This Invoice $14,658.75

Project 17115.26000 APF Road Phases 3-5 CEI Services (WA#30)

Professional Services rendered through December 31, 2025

Phase 01. CEI Services

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	12/13/2025	1.00	255.00	255.00
Wild, Scott	12/20/2025	1.00	255.00	255.00
Totals		2.00		510.00
Total Labor				**510.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	510.00	1,210.00	1,720.00
Limit			58,770.00
Remaining			57,050.00

Total this Phase $510.00

Phase 02. Progress Meetings

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	382.50	382.50
Limit			21,600.00
Remaining			21,217.50

Total this Phase 0.00

Phase 03. CDD Tax Exempt Purchase Requisitions

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	12/20/2025	2.00	255.00	510.00
Wild, Scott	12/27/2025	.50	255.00	127.50
Totals		2.50		637.50
Total Labor				**637.50**

Billing Limits	Current	Prior	To-Date	
Labor	637.50	0.00	637.50	
Limit			20,000.00	
Remaining			19,362.50	
		Total this Phase		**$637.50**

Phase 04. Owner Requested Plan Provisions

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	11/29/2025	1.00	255.00	255.00	
Wild, Scott	12/6/2025	1.00	255.00	255.00	
Wild, Scott	12/13/2025	1.00	255.00	255.00	
Wild, Scott	12/20/2025	1.00	255.00	255.00	
Wild, Scott	12/27/2025	1.00	255.00	255.00	
Wild, Scott	1/3/2026	1.00	255.00	255.00	
Project Manager/Construction Project Man					
Blalock, Clinton	11/29/2025	18.50	225.00	4,162.50	
Blalock, Clinton	12/6/2025	27.50	225.00	6,187.50	
Blalock, Clinton	12/13/2025	7.25	225.00	1,631.25	
Totals		59.25		13,511.25	
Total Labor					**13,511.25**

Billing Limits	Current	Prior	To-Date	
Labor	13,511.25	470.00	13,981.25	
Limit			20,000.00	
Remaining			6,018.75	
		Total this Phase		**$13,511.25**

Phase XP. Expenses

Billing Limits	Current	Prior	To-Date	
Expense	0.00	0.00	0.00	
Limit			5,000.00	
Remaining			5,000.00	
		Total this Phase		**0.00**
		Total This Invoice		**$14,658.75**

Outstanding Invoices

Number	Date	Balance
223053	11/26/2025	2,062.50
Total		**2,062.50**

Total Now Due **$16,721.25**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

January 09, 2026
Invoice No: 223636

Total This Invoice $10,098.00

Project 17115.27000 Area 3 Construction Documents (WA#31)

Professional Services rendered through December 31, 2025

Phase 01. Site Plan Revisions

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	0.00	0.00
Limit			7,500.00
Remaining			7,500.00

Total this Phase 0.00

Phase 01.1 Lump Sum (Ph 2-9)

	Fee	**Percent Complete**	**Earned**	**Current Billing**
02.Clay County DRC Approval	13,250.00	0.00	0.00	0.00
03.Construction Plan Preparation	97,000.00	15.00	14,550.00	4,850.00
04.Landscape Design(Code Design)	9,700.00	0.00	0.00	0.00
05.Clay County Plan Approval	8,500.00	0.00	0.00	0.00
06.CCUA Plan Approval	7,500.00	0.00	0.00	0.00
07.CCUA Water/Sewer Permits	6,500.00	0.00	0.00	0.00
08.SJRWMD ERP	24,000.00	0.00	0.00	0.00
09.Electric Design Coordination	6,500.00	0.00	0.00	0.00
Total Fee	172,950.00		14,550.00	4,850.00
	Total Fee			**4,850.00**

Total this Phase $4,850.00

Phase 10. Project Management

Labor

		Hours	**Rate**	**Amount**
Senior Engineer/Senior Project Manager				
Wild, Scott	11/29/2025	1.00	255.00	255.00
Wild, Scott	12/6/2025	5.00	255.00	1,275.00
Wild, Scott	12/13/2025	4.00	255.00	1,020.00
Wild, Scott	12/20/2025	3.00	255.00	765.00

Project Manager/Construction Project Man					
Blalock, Clinton	11/29/2025	.25	225.00	56.25	
Blalock, Clinton	12/13/2025	1.00	225.00	225.00	
Administrative Support					
Blair, Shelley	12/6/2025	2.50	110.00	275.00	
Blair, Shelley	12/13/2025	2.75	110.00	302.50	
Blair, Shelley	12/20/2025	2.50	110.00	275.00	
Totals		22.00		4,448.75	
Total Labor					**4,448.75**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	4,448.75	1,020.00	5,468.75	
Limit			15,000.00	
Remaining			9,531.25	
			Total this Phase	**$4,448.75**

Phase XP. Expenses

Expenses

Permits			695.00	
Total Expenses		**1.15 times**	**695.00**	**799.25**
			Total this Phase	**$799.25**
			Total This Invoice	**$10,098.00**

Outstanding Invoices

Number	**Date**	**Balance**
223054	11/26/2025	10,720.00
Total		**10,720.00**

Total Now Due **$20,818.00**

Payment Receipt Confirmation

Your payment was successfully processed.

Receipt Contact Information

Contact Name St. John's River Water Management District

Transaction Summary

Receipt Confirmation

Description	Amount
WMD Permit	$695.00
Total Amount Paid	$695.00

Transaction Detail

SKU	Description	Unit Price	Quantity	Amount
160968-22	Environmental Resource Permit	$695.00	1	$695.00
Total Amount Paid				$695.00

Customer Information

Customer Name Clint Blalock
Company Name England Thims & Miller, Inc.
Local Reference ID Environmental Resource Permit 1005354

Receipt Date 12/3/2025
Receipt Time 05:09:08 PM EST

Payment Information

Payment Type Credit Card
Credit Card Type VISA

Credit Card Number ******3148
Order ID 243395766
Name on Credit Card Scott Wild

Billing Information

Billing Address 14775 Old Saint Augustine Rd
Billing City, State Jacksonville, FL
Billing Zip/Postal Code 32258-2463
Country US

Phone Number 904-265-3129

This receipt has been emailed to the address below.

Email Address blalockc@etminc.com

Creekview CDD 2024 Bonds Requisition 154 ETM (Dec 205)

Final Audit Report 2026-01-23

Created:	2026-01-22
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASjyGFOeCw1anXkQKfjfzALI_2-s03YBe

"Creekview CDD 2024 Bonds Requisition 154 ETM (Dec 205)" History

Document created by Shelley Blair (blairs@etminc.com)
2026-01-22 - 9:42:53 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-01-22 - 9:42:58 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-01-23 - 7:51:44 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-01-23 - 7:52:14 PM GMT - Time Source: server

Agreement completed.
2026-01-23 - 7:52:14 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXIII

CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **155**

(B) Name of Payee:

Creative Mailbox Designs
6422 Harney Road, Suite F
Tampa, FL 33610

(C) Amount Payable: **$ 35,680.28**

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

Creekview Trail Area 4 Mailbox Housing - Invoice 38874 (50% Deposit)

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

CREATIVEMAILBOX
DESIGNS
6422 Harney Rd., Suite F
Tampa FL 33610
accounting@creativemailboxdesigns.com

DEPOSIT INVOICE

Invoice #: 38874-Deposit

Invoice Date: 1/9/2026
Customer: 13592-Hyland Trail/Creekview - Phase 4

SOLD TO:	JOB LOCATION
Creekview Community Development District 2300 Glades Rd, Suite 410W Boca Raton, FL 33431	Hyland Trail/Creekview - Phase 4 TBD Clay County, FL XXXXX

SALESPERSON	ORDERED BY	PAYMENT TERMS	DEPOSIT DUE DATE
Corey Tappan-CC	Assistant Development Manager - McKenna, Nick	Net 30 Days	Due

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	ph4B, 4C Kiosk	$71,360.56	$71,360.56

Taxes:
NOTAX-TAX EXEMPT ONLY $0.00

Total Quote Amount: $71,360.56

PLEASE PAY THIS DEPOSIT AMOUNT: $35,680.28

Creekview CDD 2024 Bonds Requisition 155-Creative Mailbox Designs

Final Audit Report 2026-01-26

Created:	2026-01-26
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARzBauWe0mPk4VYpdBS39cOAP9kS1v3Ru

"Creekview CDD 2024 Bonds Requisition 155-Creative Mailbox Designs" History

Document created by Shelley Blair (blairs@etminc.com)
2026-01-26 - 1:21:41 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-01-26 - 1:21:47 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-01-26 - 7:26:22 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-01-26 - 7:26:37 PM GMT - Time Source: server

Agreement completed.
2026-01-26 - 7:26:37 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXIV CONSENT AGENDA

REQUISITION 156

2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **156**

(B) Name of Payee: **Ruppert Landscape, LLC**
23601 Laytonsville Road
Laytonsville, MD 20882-2525

(C) Amount Payable: **$ 357,847.87**

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

Creekview APF Road Phase 2 and Area 4A - Contractor Application for Payment No. 1

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

2. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONTRACTOR:
Creekview Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

PROJECT: Creekview APF 2 and 4A

FROM SUBCONTRACTOR:
Ruppert Landscape, LLC
23601 Laytonsville Road
Laytonsville, Maryland
20882-2525

APPLICATION NO: 000-01

PERIOD TO: 1/31/2026

PROJECT NOS:

CONTRACT DATE: 08/12/25

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

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 358,172.08
2. Net change by Change Orders		$ (324.21)
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 357,847.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 357,847.87
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 357,847.87
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ **357,847.87**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		($6,291.21)
Total approved this Month	$5,967.00	
TOTALS	$5,967.00	($6,291.21)
NET CHANGES by Change Order		($324.21)

The undersigned subontractor certifies that to the best of the subontractor'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 subcontractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: _____ Date: 2/4/2026

State of: Florida County of: St Johns
Subscribed and sworn to before me this 4th day of February 2026
Notary Public: _____
My Commission expires: November 4, 2029

RONALD M. VANZANT
Commission # HH 737921
Expires November 4, 2029

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Subcontractor'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: 000-01
APPLICATION DATE: 02/04/26
PERIOD TO: 01/31/26

A	B	C	D	E	F	G	H	I	J	K	L
ITEM NO.		SCHEDULED VALUE	CONTRACT CHANGES	REVISED TOTAL	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
1	APF 2 - Deciduous Trees	18,988.00		18,988.00		18,988.00		18,988.00	100.00%	-	-
2	APF 2 - Evergreen Trees	100,863.00		100,863.00		100,863.00		100,863.00	100.00%	-	-
3	APF 2 - Shrubs	3,867.50		3,867.50		3,867.50		3,867.50	100.00%	-	-
4	APF 2 - Planting Hard Materials	1,468.00		1,468.00		1,468.00		1,468.00	100.00%	-	-
5	APF 2 - Earthwork	639.20		639.20		639.20		639.20	100.00%	-	-
6	APF 2 - Modular Walls	1,260.00		1,260.00		1,260.00		1,260.00	100.00%	-	-
7	APF 2 - Irrigation	53,550.34		53,550.34		53,550.34		53,550.34	100.00%	-	-
8	APF 2 - Lawns and Grasses	46,213.00		46,213.00		46,213.00		46,213.00	100.00%	-	-
	Subtotal APF 2	**226,849.04**	**-**	**226,849.04**	**-**	**226,849.04**	**-**	**226,849.04**	100.00%	**-**	**-**
9	Area 4A - Deciduous Trees	4,295.00		4,295.00		4,295.00		4,295.00	100.00%	-	-
10	Area 4A - Evergreen Trees	46,003.00		46,003.00		46,003.00		46,003.00	100.00%	-	-
11	Area 4A - Shrubs	7,872.00		7,872.00		7,872.00		7,872.00	100.00%	-	-
12	Area 4A - Planting Hard Materials	627.00		627.00		627.00		627.00		-	-
13	Area 4A - Earthwork	5,642.94		5,642.94		5,642.94		5,642.94		-	-
14	Area 4A - Irrigation	60,450.00		60,450.00		60,450.00		60,450.00	100.00%	-	-
15	Area 4A - Lawns and Grasses	6,433.10		6,433.10		6,433.10		6,433.10	100.00%	-	-
	Subtotal 4A	**131,323.04**		**131,323.04**	**-**	**131,323.04**	**-**	**131,323.04**	**100.00%**	**-**	**-**
16	First Addendum - Sod Credit		(6,291.21)	(6,291.21)		(6,291.21)		(6,291.21)	100.00%	-	-
16	Second Addendum - Tree Relocation in 4A at MUP		5,967.00	5,967.00		5,967.00		5,967.00	100.00%	-	-
	Change Order Subtotal	**-**	**(324.21)**	**(324.21)**	**-**	**(324.21)**	**-**	**(324.21)**	**100.00%**	**-**	**-**
				-				-		-	-
	GRAND TOTALS	**358,172.08**	**(324.21)**	**357,847.87**	**-**	**357,847.87**	**-**	**357,847.87**	**100.00%**	**-**	**-**

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

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

Creekview CDD 2024 Bonds Requisition 156 Ruppert Landscape

Final Audit Report 2026-02-09

Created:	2026-02-09
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABWmheVDPX00HbPI1HTfED8Ut_W-kU0IC

"Creekview CDD 2024 Bonds Requisition 156 Ruppert Landscape" History

Document created by Shelley Blair (blairs@etminc.com)
2026-02-09 - 1:47:38 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-02-09 - 1:47:45 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-02-09 - 4:02:15 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-02-09 - 4:03:55 PM GMT - Time Source: server

Agreement completed.
2026-02-09 - 4:03:55 PM GMT

Adobe Acrobat Sign

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXV CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **157**

(B) Name of Payee: **ECS Florida, LLC**
14030 Thunderbolt Place, Suite 500
Chantilly, VA 20151

(C) Amount Payable: **$ 2,500.00**

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

Creekview Area 4 Geotechnical Services - Invoice 2135956

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

PLEASE REMIT TO:
ECS FLORIDA, LLC
PO BOX 604375
CHARLOTTE, NC 28260-4375

NOTE: New REMIT TO Address

Invoice Date	Invoice Number
2/9/2026	2135956

Always Refer To Above Number

PROJECT NAME: Creekview Area 4 - SMF 9
Clay County, FL

TO: Mr. Gregg F. Kern
Creekview CDD
7807 Baymeadows Road East
Suite 205
Jacksonvile, FL 32256

Please include invoice number(s) on your checks or electronic payment remittance instructions.

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
35:T95900	**35:37680**	**1/31/2026**	**DUE UPON RECEIPT**

Please Pay This Amount: $2,500.00

Description	Quantity	Units	Unit Price	Extension	Total
Invoice for Geotechnical Exploration					$2,500.00
				Subtotal:	**$2,500.00**

Invoice Total - Please Remit => $2,500.00

If you have any questions regarding this invoice, please contact **Christian McGrew** at 904.880.0960

* BUDGET SUMMARY *

Budget Estimate:	$2,500.00
Previously Invoiced:	$0.00
Amt. This Invoice:	$2,500.00
Amt. Remaining:	$0.00

Creekview CDD 2024 Bonds Requisition 157 - ECS Florida (2135956)

Final Audit Report 2026-02-11

Created:	2026-02-11
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyi-8US2ZT7ghwVr8J4XURSA9NA6aBPHV

"Creekview CDD 2024 Bonds Requisition 157 - ECS Florida (21 35956)" History

Document created by Shelley Blair (blairs@etminc.com)
2026-02-11 - 5:09:08 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-02-11 - 5:09:12 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-02-11 - 7:19:07 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-02-11 - 7:26:56 PM GMT - Time Source: server

Agreement completed.
2026-02-11 - 7:26:56 PM GMT

Adobe Acrobat Sign

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXVI

CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **158**

(B) Name of Payee: **SES Environmental Resource SOL**
3550 St. Johns Bluff Road South
Jacksonville, FL 32224

(C) Amount Payable: **$ 16,109.25**

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

Creekview Trail SJRWMD Permitting - Invoice 0000086

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

SES Environmental Resource Solutions LLC

INVOICE

3550 St. Johns Bluff Road South
Jacksonville, FL 32224
904-285-1397

INVOICE #: INV-0000086
DATE: 02/09/2026

BILL TO: **Creekview CDD**
2300 Glades Road Suite 410W
c/o Wrathell, Hunt and Associates
Boca Raton, FL 33431

Project: 123.23.1066.0001
Creekview Trail

Professional Services provided through 12/31/2025

CONTRACT AMOUNT	PRIOR BILLED	CURRENT BILLED	REMAINING TO BILL
$561,765.00	$529,299.09	$16,109.25	$16,356.66

LABOR CATEGORY/DESCRIPTION		AMOUNT
Professional Services		$16,109.25
	Subtotal	**$16,109.25**
	Total	**$16,109.25**

Statement of Work:
Prepare and submit fire station SJRMD ERP Application. Prepare and submit SJRWMD Conceptual Permit Modification. Prepare Area 6 ERP Modification

Creekview CDD 2024 Bonds Requisition 158 - SES Environmental

Final Audit Report 2026-02-11

Created:	2026-02-11
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPVoVIHy2xd9OrqkCViKxmYXtcKzv13mm

"Creekview CDD 2024 Bonds Requisition 158 - SES Environmental" History

Document created by Shelley Blair (blairs@etminc.com)
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Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-02-11 - 7:18:25 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-02-11 - 7:18:52 PM GMT - Time Source: server

Agreement completed.
2026-02-11 - 7:18:52 PM GMT

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CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXVII

CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **159**

(B) Name of Payee: [redacted]
Jax Utilities Management, Inc.
[redacted]

(C) Amount Payable: **$ 368,040.64**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Creekview Trail Area 6 Earthwork - Application for Payment No. 7 (Jan 2026)**

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

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

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

FROM (CONTRACTOR):
Jax Utilities Management, Inc
5465 Verna Boulevard
Jacksonville, FL 32205

CONTRACT FOR:
Clearing & Earthwork

TO (OWNER):
Creekview GP, LLC
c/o England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258

APPLICATION NO: 7

PERIOD TO: January 25, 2026

PROJECT: **Creekview 6 Earthwork**

CONTRACTORS APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner TOTAL	0.00	0.00
Approved this Month Number / Date Approved		
1		
2		
3		
4		
5		
6		
7		
8		
9		
TOTALS	0.00	0.00
Net change by Change Orders	0.00	

1. ORIGINAL CONTRACT SUM	$6,398,020.00
2. Net Change by Change Orders	$0.00
3. CONTRACT SUM TO DATE (LINE 1 +,- 2)	$6,398,020.00
4. TOTAL COMPLETED AND STORED TO DATE	$5,275,008.30
5. RETAINAGE a. 5% % (Column D+E on G703) Total retainage (Line 5a, or Total in Column J of G703)	$263,750.42
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$5,011,257.89
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$4,643,217.25
8. CURRENT PAYMENT DUE	**$368,040.64**
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$1,386,762.12

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 for by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.

Notary Public State of Florida
Anne-Marie James
My Commission HH 276959
Exp. 8/17/2026

State of: Florida County of: Duval
Subscribed and sworn before me this 25th day of January 2026
Notary Public:
My Commision expires: August 17, 2026

AMOUNT CERTIFIED $368,040.64
ENGINEER: England-Thims & Miller, Inc.
BY: DATE: 2/16.2026

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

CONTRACTOR: Jax Utilities Management, Inc

By: Date: 1/25/2026

ENGINEERS CERTIFICATE FOR PAYMENT

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

Project Number: 202,513.00
Project Name: Creekview Area 6
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

Period Ending: 01/25/26
Variance
Projected Final
Billings To Date $5,275,008.30
Remaining Billings $1,123,011.70

Item	Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
		Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
	CV 6 - Earthwork																	
	MOBILIZATION AND SITE PREPARATION																	
	Mobilizations	1.00	LS	5,000.00	$ 5,000.00	1.00		$ -		1.00	$ 5,000.00	-	$ -	1.00	$ 5,000.00	100%	0.000	$ -
	Survey	1.00	LS	25,000.00	$ 25,000.00	1.00		$ -		1.00	$ 25,000.00	-	$ -	1.00	$ 25,000.00	100%	0.000	$ -
	Testing	1.00	LS	25,000.00	$ 25,000.00	1.00		$ -		1.00	$ 25,000.00	-	$ -	1.00	$ 25,000.00	100%	0.000	$ -
	Total				$ 55,000.00			$ -			$ 55,000.00		$0.00		$ 55,000.00	100.00%		$ -
	CLEARING AND GRUBBING																	
	Clearing & Stripping	63.00	AC	9,800.00	$ 617,400.00	63.00		$ -		63.00	$ 617,400.00	-	$ -	63.00	$ 617,400.00	100%	0.000	$ -
	Total				$ 617,400.00			$ -			$ 617,400.00		$0.00		$ 617,400.00	100.00%		$ -
	UNSUITABLE MATERIAL																	
	Pipe Trench Unsuitables	47,000.00	CY	13.00	$ 611,000.00	13,445.00		$ -		13,445.00	$ 174,785.00	33,555.00	$ 436,215.00	47,000.00	$ 611,000.00	29%	0.000	$ -
	Total				$ 611,000.00			$ -			$ 174,785.00		$436,215.00		$ 611,000.00	28.61%		$ -
	STORMWATER MNGT.																	
	Pond Excavation	65,600.00	CY	8.00	$ 524,800.00	55,984.00	9,616.00	$ 76,928.00		65,600.00	$ 524,800.00	-	$ -	65,600.00	$ 524,800.00	100%	0.000	$ -
	Pond Dewatering	1.00	LS	215,000.00	$ 215,000.00	1.00		$ -		1.00	$ 215,000.00	-	$ -	1.00	$ 215,000.00	100%	0.000	$ -
	Total				$ 739,800.00			$ 76,928.00			$ 739,800.00		$0.00		$ 739,800.00			$ -
	EARTHWORK																	
	Site & Lot Fill Phase I	239,000.00	CY	10.30	$ 2,461,700.00	216,152.00	22,848.00	$ 235,334.40		239,000.00	$ 2,461,700.00	-	$ -	239,000.00	$ 2,461,700.00	100%	0.000	$ -
	Site & Lot Fill Phase II	82,000.00	CY	10.30	$ 844,600.00	74,180.00		$ -		74,180.00	$ 764,054.00	7,820.00	$ 80,546.00	82000.00	$ 844,600.00	90%	0.000	$ -
	Site Grading	1.00	LS	30000.00	$ 30,000.00	0.90		$ -		0.90	$ 27,000.00	0.10	$ 3,000.00	1.00	$ 30,000.00	90%	0.000	$ -
	Total				$ 3,336,300.00			$ 235,334.40			$ 3,252,754.00		$83,546.00		$ 3,336,300.00	97.50%		$ -
	Earthwork As Builts																	
	Pond & Lot As Builts	1.000	LS	$ 20,000.00	$ 20,000.00	-		$ -		-	$ -	1.00	$ 20,000.00	1.00	$ 20,000.00	0%	0.000	$ -
	Total				$ 20,000.00			$ -			$ -		$20,000.00		$ 20,000.00	0.00%		$ -
	SEEDING & SOD																	
	Grassing	265,000.000	SY	$ 0.75	$ 198,750.00	-	65,718.00	$ 49,288.50		65,718.00	$ 49,288.50	199,282.00	$ 149,461.50	265,000.00	$ 198,750.00	25%	0.000	$ -
	Sod - Ponds & Lot Slopes	118,100.000	SY	$ 5.20	$ 614,120.00	29,800.00	4,879.40	$ 25,370.80		34,679.00	$ 180,330.80	83,421.00	$ 433,789.20	118,100.00	$ 614120.00	29%	0.000	$ -
	Total				$ 812,870.00			$ 74,659.30			$ 229,619.30		$583,250.70		$ 812,870.00	28.25%		$ -
	EROSION CONTROL																	
	Erosion Control NPDES	1.000	LS	$ 12,000.00	$ 12,000.00	1.00		$ -		1.00	$ 12,000.00	-	$ -	1.00	$ 12,000.00	100%	0.000	$ -
	Silt Fence	30,300.000	LF	$ 5.50	$ 166,650.00	30,211.00	89.00	$ 489.50		30,300.00	$ 166,650.00	-	$ -	30,300.00	$ 166,650.00	100%	0.000	$ -
	Construction Entrance	1.000	LS	$ 18,000.00	$ 18,000.00	1.00		$ -		1.00	$ 18,000.00	-	$ -	1.00	$ 18,000.00	100%	0.000	$ -
	Total				$ 196,650.00			$ 489.50			$ 196,650.00		$0.00		$ 196,650.00	100.00%		$ -
	STORMWATER POLLUTION PLAN																	
	SWPPP	1.000	LS	$ 9,000.00	$ 9,000.00	1.00		$ -		1.00	$ 9,000.00	-	$ -	1.00	$ 9,000.00	100%	0.000	$ -
	Total				$ 9,000.00			$ -			$ 9,000.00		$0.00		$ 9,000.00	100.00%		$ -
	CV Area 6 Earthwork				$6,398,020.00			$387,411.20	$0.00		$5,275,008.30		$1,123,011.70		$6,398,020.00			$0.00

PARTIAL RELEASE OF CLAIM OF LIEN

The undersigned lienor, in consideration of payment in the amount of $368,040.64 , hereby partially releases its claim of lien for labor, services, or materials furnished to Creekview GP, LLC ,on the job of Creekview 6 Earthwork , for the following described property:

Creekview 6 Earthwork

The undersigned lienor acknowledges previous receipt of $ 3,226,117.46 and is executing this waiver and release in exchange for a check or checks in the additional amount of $ 368,040.64 , this partial release of claim of lien expressly and totally is conditioned on receipt of the check or checks and the collection of the funds in the amount of $ 1,064,278.07 .

There remains unpaid $ 2,451,040.19

Dated: January 25 , 20 26

Signed and sealed in the presence of:

Witness

Lienor

STATE OF FLORIDA
COUNTY OF Duval

I HEREBY CERTIFY that on this day, January 25 , 2026 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles D. Freshwater, as President of Jax Utilities Management, Inc. a Florida corporation,on behalf of the corporation, and she/he acknowledged before me that she/he executed the same and did so by order of the Board of Directors of the Corporation.

He/She is personally known to me [X] produced N/A as identification [ ]

Notary Public State of Florida
Anne-Marie James
My Commission
HH 276959
Exp. 8/17/2026

Notary Public

F.S. 713.20

Current as of February 4, 2010

Creekview CDD Requisition 159 - JUM (Area 6 #7)

Final Audit Report 2026-02-18

Created:	2026-02-17
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP1DbgkbPVzEBp0RUA843aWip9xSyulMr

"Creekview CDD Requisition 159 - JUM (Area 6 #7)" History

Document created by Shelley Blair (blairs@etminc.com)
2026-02-17 - 3:57:32 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-02-17 - 3:57:39 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-02-18 - 1:02:16 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-02-18 - 1:02:32 PM GMT - Time Source: server

Agreement completed.
2026-02-18 - 1:02:32 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXVIII

CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **160**

(B) Name of Payee: [redacted]
Jax Utilities Management, Inc.
[redacted]

(C) Amount Payable: **$ 846,291.52**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **APF Road Phases 3, 4, 5 and Amenity - Application for Payment No. 4 (Jan 2026)**

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

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

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

FROM (CONTRACTOR):
Jax Utilities Management, Inc
5465 Verna Boulevard
Jacksonville, FL 32205

CONTRACT FOR:
Underground Infrastructure

TO (OWNER):
Creekview, CDD
c/o England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258

APPLICATION NO: 4

PERIOD TO: January 25, 2026

PROJECT: **APF 3, 4, 5 & Amenity**

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL	0.00	0.00
Approved this Month			
Number	**Description**		
1	ODP		(1,418,222.79)
2			
3			
4			
5			
6			
7			
8			
9			
TOTALS		0.00	(1,418,222.79)
Net change by Change Orders		(1,418,222.79)	

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 for by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.

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

1. ORIGINAL CONTRACT SUM	$8,321,994.00
2. Net Change by Change Orders	-$1,418,222.79
3. CONTRACT SUM TO DATE (LINE 1 +,- 2)	$6,903,771.21
4. TOTAL COMPLETED AND STORED TO DATE	$3,533,657.18
5. RETAINAGE a. 5% % (Column D+E on G703) Total retainage (Line 5a, or Total in Column J of G703)	$176,682.86
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$3,356,974.32
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$2,510,682.80
8. CURRENT PAYMENT DUE	**$846,291.52**
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$3,546,796.89

Notary Public State of Florida
Anne-Marie James
My Commission HH 276959
Exp. 8/17/2026

State of: Florida County of: Duval
Subscribed and sworn before me this 25th day of January 2026
Notary Public:
My Commision expires: August 17, 2026

AMOUNT CERTIFIED $846,291.52

ENGINEER: England-Thims & Miller, Inc.
BY: DATE: 2/17/2026

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

CONTRACTOR: Jax Utilities Management, Inc

By: Date: 1/25/2026

ENGINEERS CERTIFICATE FOR PAYMENT

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

Project Number: 2,519.00
Project Name: APF 3. 4. 5 & Amenity
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

Period Ending: 01/25/26
Variance
Projected Final
Billings To Date
Remaining Billings $0.00

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
Amenity - Mass Grade & Sewer																	
MOBILIZATION AND SITE PREPARATION																	
Survey	1.00	LS	6,000.00	$ 6,000.00	0.70	0.30	$ 1,800.00	-	1.00	$ 6,000.00	-	$ -	1.00	$ 6,000.00	100%	0.000	$ -
Testing	1.00	LS	3,500.00	$ 3,500.00	0.70	0.30	$ 1,050.00		1.00	$ 3,500.00	-	$ -	1.00	$ 3,500.00	100%	0.000	$ -
Total			$9,500.00	$ 9,500.00			$ 2,850.00			$ 9,500.00		$0.00		$9,500.00	100.00%		$ -
CLEARING AND GRUBBING																	
Clearing	4.00	AC	9,800.00	$ 39,200.00	4.00		$ -		4.00	$ 39,200.00	-	$ -	4.00	$ 39,200.00	100%	0.000	$ -
Total				$ 39,200.00			$ -			$ 39,200.00		$0.00		$39,200.00	100.00%		$ -
EARTHWORK																	
Fill from Area 4	36,200.00	CY	9.00	$ 325,800.00	36,200.00		$ -		36,200.00	$ 325,800.00	-	$ -	36,200.00	$ 325,800.00	100%	0.000	$ -
Rough Grade	1.00	LS	2,000.00	$ 2,000.00	1.00		$ -		1.00	$ 2,000.00	-	$ -	1.00	$ 2,000.00	100%	0.000	$ -
Total				$ 327,800.00			$ -			$ 327,800.00		$0.00		$327,800.00	100.00%		$ -
EARTHWORK ASBUILTS																	
Asbuilts	1.000	LS	$ 1,500.00	$ 1,500.00	1.00		$ -		1.00	$ 1,500.00	-	$ -	1.00	$ 1,500.00	100%	0.000	$ -
Total				$ 1,500.00			$ -			$ 1,500.00		$0.00		$1,500.00	100.00%		$ -
ROADWAY UNDERDRAIN																	
Roadway Underdrain	0.000	LF	$ 36.67	$ -	-		$ -		-	$ -	-	$ -	-	$ -	#DIV/0!		$ -
Total				$ -			$ -			$ -		$0.00		$0.00	#DIV/0!		$ -
SANITARY SEWER SYSTEM																	
8" Sewer Main	470.000	LF	$ 78.00	$ 36,660.00	470.00		$ -		470.00	$ 36,660.00	-	$ -	470.00	$ 36,660.00	100%	0.000	$ -
Manholes	6.000	EA	$ 13,200.00	$ 79,200.00	6.00		$ -		6.00	$ 79,200.00	-	$ -	6.00	$ 79,200.00	100%	0.000	$ -
Services	1.000	EA	$ 6,500.00	$ 6,500.00	1.00		$ -		1.00	$ 6,500.00	-	$ -	1.00	$ 6,500.00	100%	0.000	$ -
Dewater	1.000	LF	$ 23,000.00	$ 23,000.00	1.00		$ -		1.00	$ 23,000.00	-	$ -	1.00	$ 23,000.00	100%	0.000	$ -
Adjustments	1.000	EA	$ 5,000.00	$ 5,000.00	1.00		$ -		1.00	$ 5,000.00	-	$ -	1.00	$ 5,000.00	100%	0.000	$ -
TV Testing	470.000	LF	$ 25.00	$ 11,750.00	-	470.00	$ 11,750.00		470.00	$ 11,750.00	-	$ -	470.00	$ 11,750.00	100%	0.000	$ -
Benchdown & Backfill	1.000	LS	$ 6,500.00	$ 6,500.00	1.00		$ -		1.00	$ 6,500.00	-	$ -	1.00	$ 6,500.00	100%	0.000	$ -
Tie In	1.000	LS	$ 2,500.00	$ 2,500.00	1.00		$ -		1.00	$ 2,500.00	-	$ -	1.00	$ 2,500.00	100%	0.000	$ -
Total				$ 171,110.00			$ 11,750.00	$ -		$ 171,110.00		$0.00		$171,110.00	100.00%		$ -
LIFT STATION & FORCEMAIN																	
Wetwell	1.000	LS	$ 252,800.00	$ 252,800.00	1.00		$ -	-	1.00	$ 252,800.00	-	$ -	1.00	$ 252,800.00	100%	0.000	$ -
Pumps & Panel	1.000	LS	$ 141,500.00	$ 141,500.00	-		$ -	-	-	$ -	1.00	$ 141,500.00	1.00	$ 141,500.00	0%	0.000	$ -
Fence	1.000	LS	$ 17,700.00	$ 17,700.00	-		$ -	-	-	$ -	1.00	$ 17,700.00	1.00	$ 17,700.00	0%	0.000	$ -
Concrete Paving, Stone, & Sitework	1.000	LS	$ 48,000.00	$ 48,000.00	-		$ -	-	-	$ -	1.00	$ 48,000.00	1.00	$ 48,000.00	0%	0.000	$ -
Electric	1.000	LS	$ 44,100.00	$ 44,100.00	-		$ -	-	-	$ -	1.00	$ 44,100.00	1.00	$ 44,100.00	0%	0.000	$ -
Start-Up & Test	1.000	LS	$ 7,400.00	$ 7,400.00	-		$ -	-	-	$ -	1.00	$ 7,400.00	1.00	$ 7,400.00	0%	0.000	$ -
Force Main - 4"	65.000	LF	$ 83.00	$ 5,395.00	65.00		$ -	-	65.00	$ 5,395.00	-	$ -	65.00	$ 5,395.00	100%	0.000	$ -
Tie In	1.000	LS	$ 10,455.00	$ 10,455.00	-		$ -	-	-	$ -	1.00	$ 10,455.00	1.00	$ 10,455.00	0%	0.000	$ -
Total				$ 537,350.00			$ -	$ -		$ 258,195.00		$269,155.00		$527,350.00	48.96%		$ -
WATER & SEWER AS-BUILTS																	
Water & Sewer As-Builts	1.000	LS	$ 5,000.00	$ 5,000.00	-	0.50	$ 2,500.00		0.50	$ 2,500.00	0.50	$ 2,500.00	1.00	$ 5,000.00	50%	0.000	$ -
Total				$ 5,000.00			$ 2,500.00			$ 2,500.00		$2,500.00		$5,000.00	50.00%		$ -
SEEDING & SOD																	
Grassing - R/W	15,000.000	SY	$ 0.80	$ 12,000.00	-		$ -		-	$ -	15,000.00	$ 12,000.00	15,000.00	$ 12,000.00	0%	0.000	$ -
Sod - Slope	3,800.000	SY	$ 4.75	$ 18,050.00	-		$ -		-	$ -	3,800.00	$ 18,050.00	3,800.00	$ 18,050.00	0%	0.000	$ -
Total				$ 30,050.00			$ -			$ -		$30,050.00		$30,050.00	0.00%		$ -
EROSION CONTROL																	
SILT FENCE	2,000.000	LF	$ 4.00	$ 8,000.00	2,000.00		$ -	-	2,000.00	$ 8,000.00	-	$ -	2,000.00	$ 8,000.00	100%	0.000	$ -
CONSTRUCTION ENTRANCE	1.000	LF	$ 9,300.00	$ 9,300.00	1.00		$ -	-	1.00	$ 9,300.00	-	$ -	1.00	$ 9,300.00	100%	0.000	$ -
INLET PROTECTION	2.000	EA	$ 500.00	$ 1,000.00	2.00		$ -	-	2.00	$ 1,000.00	-	$ -	2.00	$ 1,000.00	100%	0.000	$ -
Total				$ 18,300.00			$ -			$ 18,300.00		$0.00		$18,300.00	100.00%		$ -

Project Number: 2,519.00
Project Name: APF 3, 4, 5 & Amenity
Owner Name: ET&M .
Contract Number:
For Month Ending: 1/25/2026

Period Ending: 01/25/26
Variance
Projected Final
Billings To Date
Remaining Billings $0.00

Bid Items	Original Contract Amt Qty	UM	Unit Price	L&E Total Amount	Prev. To Date Quantity	Current Quantity	Current Amount	Materials Amount	To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Variance at Completion Amount
STORMWATER POLLUTION PLAN																	
SWPPP	1.000	LS	$ 3,000.00	$ 3,000.00	1.00		$ -	-	1.00	$ 3,000.00	-	$ -	1.00	$ 3,000.00	100%	0.000	$ -
Total				$ 3,000.00			$ -			$ 3,000.00		$0.00		$9,000.00	100.00%		$ -
BOND																	
Payment & Performance Bonds	1.000	LS	$ 9,000.00	$ 9,000.00	1.00		$ -	-	1.00	$ 9,000.00	-	$ -	1.00	$ 9,000.00	100%	0.000	$ -
Total				$ 9,000.00			$ -			$ 9,000.00		$0.00		$9,000.00	100.00%		$ -
Amenity Total				$1,141,810.00			$17,100.00	$0.00		$840,105.00		$301,705.00		$1,141,810.00			$0.00

Phase 1a Contract w/ Materials	$1,141,810.00

APF 2 Change Orders w/ Materials	
	$0.00

Bid Items	Original Contract Amt Qty	UM	Unit Price	L&E Total Amount	To Date Quantity	Current Quantity	Current Amount	Materials Amount	To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Variance at Completion Amount
APF 3																	
MOBILIZATION AND SITE PREPARATION																	
Mobilization	1.00	LS	15,000.00	$ 15,000.00	0.60	0.40	$ 6,000.00		1.00	$ 15,000.00	-	$ -	1.00	$ 15,000.00	100%	0.000	$ -
Survey	1.00	LS	15,000.00	$ 15,000.00	0.35	0.65	$ 9,750.00	-	1.00	$ 15,000.00	-	$ -	1.00	$ 15,000.00	100%	0.000	$ -
Maint. of Traffic	1.00	LS	500.00	$ 500.00	1.00		$ -		1.00	$ 500.00	-	$ -	1.00	$ 500.00	100%	0.000	$ -
Testing	1.00	LS	8,000.00	$ 8,000.00	0.25	0.50	$ 4,000.00		0.75	$ 6,000.00	0.25	$ 2,000.00	1.00	$ 8,000.00	75%	0.000	$ -
Total				$ 38,500.00			$ 19,750.00			$ 36,500.00		$2,000.00		$38,500.00	94.81%		$ -
CLEARING AND GRUBBING																	
Clearing	1.00	AC	10,000.00	$ 10,000.00	1.00		$ -		1.00	$ 10,000.00	-	$ -	1.00	$ 10,000.00	100%	0.000	$ -
Stripping	1.00	AC	2,500.00	$ 2,500.00	1.00		$ -		1.00	$ 2,500.00	-	$ -	1.00	$ 2,500.00	100%	0.000	$ -
Total				$ 12,500.00			$ -			$ 12,500.00		$0.00		$12,500.00	100.00%		$ -
UNSUITABLE MATERIAL																	
Remove & Replace Unsuitable	-	CY	0.00	$ -	-		$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Total				$ -			$ -			$ -		$0.00		$0.00	#DIV/0!		$ -
STORMWATER MNGT. POND CONSTRUCTION																	
Pond Excavation	8,500.00	CY	5.00	$ 42,500.00	-	7,600.00	$ 38,000.00		7,600.00	$ 38,000.00	900.00	$ 4,500.00	8,500.00	$ 42,500.00	89%	0.000	$ -
Dewatering	8,500.00	LS	0.70	$ 5,950.00	-	7,600.00	$ 5,320.00		7,600.00	$ 5,320.00	900.00	$ 630.00	8,500.00	$ 5,950.00	89%	0.000	$ -
Total				$ 48,450.00			$ 43,320.00			$ 43,320.00		$5,130.00		$48,450.00			$ -
EARTHWORK																	
Roadway Grading	1.00	LS	7,000.00	$ 7,000.00	-		$ -		-	$ -	1.00	$ 7,000.00	1.00	$ 7,000.00	0%	0.000	$ -
R/W Dress Up	700.00	LF	2.00	$ 1,400.00	-		$ -		-	$ -	700.00	$ 1,400.00	700.00	$ 1,400.00	0%	0.000	$ -
Total				$ 8,400.00			$ -			$ -		$8,400.00		$8,400.00	0.00%		$ -
ROADWAY CONSTRUCTION																	
Standard Curb	700.000	SY	23.00	$ 16,100.00	-		$ -		-	$ -	700.00	$ 16,100.00	700.00	$ 16,100.00	0%	0.000	$ -
8" Base	2,050.000	SY	19.00	$ 38,950.00	-		$ -		-	$ -	2,050.00	$ 38,950.00	2,050.00	$ 38,950.00	0%	0.000	$ -
12" Stabilized Subgrade	2,200.000	SY	7.20	$ 15,840.00	-		$ -		-	$ -	2,200.00	$ 15,840.00	2,200.00	$ 15,840.00	0%	0.000	$ -
Asphalt 1.5" SP 12.5 - FIRST LIFT	2,050.000	LS	18.50	$ 37,925.00	-		$ -		-	$ -	2,050.00	$ 37,925.00	2,050.00	$ 37,925.00	0%	0.000	$ -
Asphalt 1" SP 9.5 - SECOND LIFT	2,050.000	SY	17.50	$ 35,875.00	-		$ -		-	$ -	2,050.00	$ 35,875.00	2,050.00	$ 35,875.00	0%	0.000	$ -
Prime	2,050.000	SY	4.00	$ 8,200.00	-		$ -		-	$ -	2,050.00	$ 8,200.00	2,050.00	$ 8,200.00	0%	0.000	$ -
Striping	1.000	ls	8,500.00	$ 8,500.00	-		$ -		-	$ -	1.00	$ 8,500.00	1.00	$ 8,500.00	0%	0.000	$ -
Sidewalk	120.000	SY	58.50	$ 7,020.00	-		$ -		-	$ -	120.00	$ 7,020.00	120.00	$ 7,020.00	0%	0.000	$ -
Handicap Ramps	4.000	EA	2,000.00	$ 8,000.00	-		$ -		-	$ -	4.00	$ 8,000.00	4.00	$ 8,000.00	0%	0.000	$ -
Total				$ 176,410.00			$ -			$ -		$176,410.00		$176,410.00	0.00%		$ -

Project Number: 2.519.00
Project Name: APF 3, 4, 5 & Amenity
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

Period Ending: 01/25/26
Variance
Projected Final
Billings To Date
Remaining Billings $0.00

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
STORM DRAINAGE SYSTEM																	
Restrain Joints at Water, Reuse & FM Crossings	1.000	LS	$ 25,000.00	$ 25,000.00	1.00		$ -		1.00	$ 25,000.00	-	$ -	1.00	$ 25,000.00	100%	0.000	$ -
18" RCP	441.000	LF	$ 87.00	$ 38,367.00	178.00	263.00	$ 22,881.00		441.00	$ 38,367.00	-	$ -	441.00	$ 38,367.00	100%	0.000	$ -
36" RCP	190.000	LF	$ 255.00	$ 48,450.00	-	190.00	$ 48,450.00		190.00	$ 48,450.00	-	$ -	190.00	$ 48,450.00	100%	0.000	$ -
12"/15"/18" MES	3.000	EA	$ 1,100.00	$ 3,300.00	1.00	2.00	$ 2,200.00		3.00	$ 3,300.00	-	$ -	3.00	$ 3,300.00	100%	0.000	$ -
30" MES	3.000	EA	$ 2,400.00	$ 7,200.00	-	3.00	$ 7,200.00		3.00	$ 7,200.00	-	$ -	3.00	$ 7,200.00	100%	0.000	$ -
Adjustments	6.000	EA	$ 750.00	$ 4,500.00	2.00	4.00	$ 3,000.00		6.00	$ 4,500.00	-	$ -	6.00	$ 4,500.00	100%	0.000	$ -
Curb Inlets	5.000	EA	$ 9,300.00	$ 46,500.00	-	5.00	$ 46,500.00		5.00	$ 46,500.00	-	$ -	5.00	$ 46,500.00	100%	0.000	$ -
TV Storm Drain	631.000	LF	$ 12.00	$ 7,572.00	-	315.50	$ 3,786.00		315.50	$ 3,786.00	315.50	$ 3,786.00	631.00	$ 7,572.00	50%	0.000	$ -
Type E Inlet	1.000	EA	$ 7,000.00	$ 7,000.00	-	1.00	$ 7,000.00		1.00	$ 7,000.00	-	$ -	1.00	$ 7,000.00	100%	0.000	$ -
Drop Structures at Revised Pipe Crossings	1.000	EA	$ 54,764.00	$ 54,764.00	-		$ -		-	$ -	1.00	$ 54,764.00	1.00	$ 54,764.00	0%	0.000	$ -
Total	0.000			$ 242,653.00			$ 141,017.00	$ -		$ 184,103.00		$58,550.00		$242,653.00	75.87%		$ -
ROADWAY UNDERDRAIN																	
Roadway Underdrain - PER PLAN	490.000	LF	$ 36.00	$ 17,640.00	-		$ -		-	$ -	490.00	$ 17,640.00	490.00	$ 17,640.00	0%		$ -
Total				$ 17,640.00			$ -			$ -		$ 17,640.00		$ 17,640.00		$ -	$ -
PAVING & DRAINAGE AS-BUILTS																	
Paving & Drainage As builts	1.000	LS	$ 15,000.00	$ 15,000.00	-	0.25	$ 3,750.00		0.25	$ 3,750.00	0.75	$ 11,250.00	1.00	$ 15,000.00	25%		$ -
Total				$ 15,000.00			$ 3,750.00			$ 3,750.00		$11,250.00		$15,000.00	25.00%		$ -
WATER DISTRIBUTION SYSTEM																	
12" Watermain (incl fittings, T's, bends)	200.000	LF	$ 144.00	$ 28,800.00	150.00	50.00	$ 7,200.00		200.00	$ 28,800.00	-	$ -	200.00	$ 28,800.00	100%	0.000	$ -
Tie Ins	1.000	EA	$ 18,000.00	$ 18,000.00	-		$ -		-	$ -	1.00	$ 18,000.00	1.00	$ 18,000.00	0%	0.000	$ -
Flushing Hydrants	1.000	EA	$ 2,000.00	$ 2,000.00	-		$ -		-	$ -	1.00	$ 2,000.00	1.00	$ 2,000.00	0%	0.000	$ -
Test and Chlorinate	200.000	LF	$ 10.00	$ 2,000.00	-		$ -		-	$ -	200.00	$ 2,000.00	200.00	$ 2,000.00	0%	0.000	$ -
Total				$ 50,800.00			$ 7,200.00	$ -		$ 28,800.00		$22,000.00		$50,800.00	56.69%		$ -
REUSE WATER DISTRIBUTION SYSTEM																	
12" Main & Fittings	180.000	LF	$ 155.00	$ 27,900.00	-	180.00	$ 27,900.00		180.00	$ 27,900.00	-	$ -	180.00	$ 27,900.00	100%	0.000	$ -
Tie In	1.000	EA	$ 18,000.00	$ 18,000.00	-		$ -		-	$ -	1.00	$ 18,000.00	1.00	$ 18,000.00	0%	0.000	$ -
Flush Hydrant	1.000	EA	$ 2,000.00	$ 2,000.00	-		$ -		-	$ -	1.00	$ 2,000.00	1.00	$ 2,000.00	0%	0.000	$ -
Testing	180.000	LF	$ 10.00	$ 1,800.00	-		$ -		-	$ -	180.00	$ 1,800.00	180.00	$ 1,800.00	0%	0.000	$ -
Total				$ 49,700.00			$ 27,900.00	$ -		$ 27,900.00		$21,800.00		$49,700.00	56.14%		$ -
SANITARY SEWER SYSTEM																	
12" Forcemain	180.000	LF	$ 148.00	$ 26,640.00	180.00		$ -		180.00	$ 26,640.00	-	$ -	180.00	$ 26,640.00	100%	0.000	$ -
6" Force Main	40.000	EA	$ 83.00	$ 3,320.00	-	40.00	$ 3,320.00		40.00	$ 3,320.00	-	$ -	40.00	$ 3,320.00	100%	0.000	$ -
ARV Valve & Vault	3.000	LS	$ 7,000.00	$ 21,000.00	-		$ -		-	$ -	3.00	$ 21,000.00	3.00	$ 21,000.00	0%	0.000	$ -
Tie In	1.000	EA	$ 12,000.00	$ 12,000.00	-		$ -		-	$ -	1.00	$ 12,000.00	1.00	$ 12,000.00	0%	0.000	$ -
Testing	220.000	LF	$ 10.00	$ 2,200.00													
Type B crossing	1.000	EA	$ 3,000.00	$ 3,000.00	-	1.00	$ 3,000.00		1.00	$ 3,000.00	-	$ -	1.00	$ 3,000.00	100%	0.000	$ -
Total				$ 68,160.00			$ 32,960.00	$ -		$ 32,960.00		$33,000.00		$65,960.00	49.97%		$ -
WATER & SEWER AS-BUILTS																	
Water & Sewer As-Builts	1.000	LS	$ 18,000.00	$ 18,000.00	-		$ -		-	$ -	1.00	$ 18,000.00	1.00	$ 18,000.00	0%	0.000	$ -
Total				$ 18,000.00			$ -			$ -		$18,000.00		$18,000.00	0.00%		$ -
SLEEVES - IRRIG. - ELEC. - TELE.- CATV																	
2.5" PER BID DOCS	1,500.000	LF	$ 12.00	$ 18,000.00	-	1,500.00	$ 18,000.00		1,500.00	$ 18,000.00	-	$ -	1,500.00	$ 18,000.00	100%	0.000	$ -
3"	2,000.000	LF	$ 14.00	$ 28,000.00	-	2,000.00	$ 28,000.00		2,000.00	$ 28,000.00	-	$ -	2,000.00	$ 28,000.00	100%	0.000	$ -
4"	2,000.000	LF	$ 16.00	$ 32,000.00	-	2,000.00	$ 32,000.00		2,000.00	$ 32,000.00	-	$ -	2,000.00	$ 32,000.00	100%	0.000	$ -
6"	1,500.000	LF	$ 18.00	$ 27,000.00	-	1,500.00	$ 27,000.00		1,500.00	$ 27,000.00	-	$ -	1,500.00	$ 27,000.00	100%	0.000	$ -
Total				$ 105,000.00			$ 105,000.00			$ 105,000.00		$0.00		$105,000.00	100.00%		$ -
ELECTRIC ALLOWANCE																	
PER BID DOCS	1.000	LS	$ 100,000.00	$ 100,000.00	-		$ -		-	$ -	1.00	$ 100,000.00	1.00	$ 100,000.00	0%	0.000	$ -
Total				$ 100,000.00			$ -			$ -		$100,000.00		$100,000.00	0.00%		$ -
SEEDING & SOD																	
Grassing - R/W	1,500.000	SY	$ 0.80	$ 1,200.00	-		$ -		-	$ -	1,500.00	$ 1,200.00	1,500.00	$ 1,200.00	0%	0.000	$ -
Sod - Ponds	3,000.000	SY	$ 4.75	$ 14,250.00	-		$ -		-	$ -	3,000.00	$ 14,250.00	3,000.00	$ 14,250.00	0%	0.000	$ -
Sod - R/W Slope	2,000.000	SY	$ 4.75	$ 9,500.00	-		$ -		-	$ -	2,000.00	$ 9,500.00	2,000.00	$ 9,500.00	0%	0.000	$ -

Project Number: 2,519.00
Project Name: APF 3, 4, 5 & Amenity
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

Period Ending: 01/25/26
Variance
Projected Final
Billings To Date
Remaining Billings $0.00

Bid Items	Original Contract Amt					Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	To Date Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
Sod - BOC	300.000	SY	$ 4.75	$ 1,425.00			$ -		-	$ -	300.00	$ 1,425.00	300.00	$ 1,425.00	0%	0.000	$ -
Sod at settlement Ponds	2,200.000	SY	$ 4.75	$ 10,450.00			$ -		-	$ -	2,200.00	$ 10,450.00	2,200.00	$ 10,450.00	0%	0.000	$ -
Total				$ 36,825.00			$ -			$ -		$36,825.00		$36,825.00	0.00%		$ -
EROSION CONTROL																		
Erosion Control NPDES	1.000	LS	$ 5,000.00	$ 5,000.00	0.30	0.50	$ 2,500.00		-	0.80 $ 4,000.00	0.20	$ 1,000.00	1.00	$ 5,000.00	80%	0.000	$ -
Silt fence	4,000.000	LF	$ 5.00	$ 20,000.00	4,000.00		$ -		-	4,000.00 $ 20,000.00	-	$ -	4,000.00	$ 20,000.00	100%	0.000	$ -
Construction Entrance	1.000	LS	$ 9,900.00	$ 9,900.00	1.00		$ -		-	1.00 $ 9,900.00	-	$ -	1.00	$ 9,900.00	100%	0.000	$ -
Inlet Protection	5.000	EA	$ 700.00	$ 3,500.00	-	2.50	$ 1,750.00		-	2.50 $ 1,750.00	2.50	$ 1,750.00	5.00	$ 3,500.00	50%	0.000	$ -
Turbidity Control	1.000	LS	$ 3,000.00	$ 3,000.00	0.50	0.50	$ 1,500.00		-	1.00 $ 3,000.00	-	$ -	1.00	$ 3,000.00	100%	0.000	$ -
Total				$ 41,400.00			$ 4,250.00			$ 38,650.00		$2,750.00		$41,400.00	93.36%		$ -
STORMWATER POLLUTION PLAN																		
SWPPP	1.000	LS	$ 2,000.00	$ 2,000.00	1.00		$ -		-	1.00 $ 2,000.00	-	$ -	1.00	$ 2,000.00	100%	0.000	$ -
Total				$ 2,000.00			$ -			$ 2,000.00		$0.00		$2,000.00	100.00%		$ -
BOND																		
Payment Bond	1.000	LS	$ 15,000.00	$ 15,000.00	1.00		$ -		-	1.00 $ 15,000.00	-	$ -	1.00	$ 15,000.00	100%	0.000	$ -
Contractor Warranty	1.000	LS	$ 68,000.00	$ 5,000.00	-		$ -		-	$ -	1.00	$ 5,000.00	1.00	$ 5,000.00	0%	0.000	$ -
Total				$ 20,000.00			$ -			$ 15,000.00		$5,000.00		$20,000.00	75.00%		$ -

CHANGE ORDERS	Original															
	Qty	UM	Unit Price	Total Amount	To Date Quantity	Amount		To Date Quantity	Amount	Remaining Quantity	Amount	Projected Final Quantity	Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Amount
Ferguson Materials	1.000	LS	$ (98,138.40)	$ (98,138.40)		1.00	$ (98,138.40)	1.00	$ (98,138.40)	-	$ -	1.00	$ (98,138.40)	100%	0.000	$ -
County Materials	1.000	LS	$ (33,845.00)	$ (33,845.00)		1.00	$ (33,845.00)	1.00	$ (33,845.00)	-	$ -	1.00	$ (33,845.00)	100%	0.000	$ -
American Precast Materials	1.000	LS	$ (36,055.00)	$ (36,055.00)		1.00	$ (36,055.00)	1.00	$ (36,055.00)	-	$ -	1.00	$ (36,055.00)	100%	0.000	$ -
				$ -	-		$ -	-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
				$ -	-		$ -	-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Change Order Totals				$ (168,038.40)			-$168,038.40	0.000	-$168,038.40		$ -		$ (168,038.40)			$ -
APF 3				$1,051,438.00			$191,968.60	$0.00	$362,444.60		$518,755.00		$881,199.60			$0.00

APF 3 Contract w/ Materials	$1,051,438.00

APF 3 Change Orders w/ Materials
$0.00

Bid Items	Original Contract Amt					Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	To Date Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
APF 4																	
MOBILIZATION AND SITE PREPARATION																	
Mobilization	1.00	LS	15,000.00	$ 15,000.00	0.60	0.40	$ 6,000.00		1.00	$ 15,000.00	-	$ -	1.00	$ 15,000.00	100%	0.000	$ -
Survey	1.00	LS	24,000.00	$ 24,000.00	0.35	0.65	$ 15,600.00	-	1.00	$ 24,000.00	-	$ -	1.00	$ 24,000.00	100%	0.000	$ -
Maint. of Traffic	1.00	LS	500.00	$ 500.00	1.00		$ -		1.00	$ 500.00	-	$ -	1.00	$ 500.00	100%	0.000	$ -
Testing	1.00	LS	12,000.00	$ 12,000.00	0.50	0.50	$ 6,000.00		1.00	$ 12,000.00	-	$ -	1.00	$ 12,000.00	100%	0.000	$ -
Total				$ 51,500.00			$ 27,600.00			$ 51,500.00		$0.00		$51,500.00	100.00%		$ -
CLEARING AND GRUBBING																	
Clearing	-	AC	6,200.00	$ -	-		$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Stripping	-	AC	3,570.00	$ -	-		$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Total				$ -			$ -			$ -		$0.00		$0.00	#DIV/0!		$ -
UNSUITABLE MATERIAL																	
Remove & Replace Unsuitable	-	CY	0.00	$ -	-		$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Total				$ -			$ -			$ -		$0.00		$0.00	#DIV/0!		$ -
STORMWATER MNGT. POND CONSTRUCTION																	
Pond Excavation	7,300.00	CY	5.00	$ 36,500.00	-	7,300.00	$ 36,500.00		7,300.00	$ 36,500.00	-	$ -	7,300.00	$ 36,500.00	100%	0.000	$ -

Project Number: 2.519.00
Project Name: APF 3, 4, 5 & Amenity
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

Period Ending: 01/25/26
Variance
Projected Final
Billings To Date
Remaining Billings $0.00

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
DEWATERING	7,300.00	CY	0.70	$ 5,110.00	-	7,300.00	$ 5,110.00		7,300.00	$ 5,110.00	-	$ -	7,300.00	$ 5,110.00	100%	0.000	$ -
Total				$ 41,610.00			$ 41,610.00			$ 41,610.00		$0.00		$41,610.00			$ -
EARTHWORK																	
Roadway Grading	1.00	LS	15,000.00	$ 15,000.00	-		$ -		-	$ -	1.00	$ 15,000.00	1.00	$ 15,000.00	0%	0.000	$ -
R/W Dress Up	4,650.00	LF	2.00	$ 9,300.00	-		$ -		-	$ -	4,650.00	$ 9,300.00	4,650.00	$ 9,300.00	0%	0.000	$ -
Total				$ 24,300.00			$ -			$ -		$24,300.00		$24,300.00	0.00%		$ -
ROADWAY CONSTRUCTION																	
Type C Curb	1,650.000	LF	$ 24.50	$ 40,425.00	-		$ -		-	$ -	1,650.00	$ 40,425.00	1,650.00	$ 40,425.00	0%	0.000	$ -
Standard Curb	3,000.000	SY	$ 23.00	$ 69,000.00	-		$ -		-	$ -	3,000.00	$ 69,000.00	3,000.00	$ 69,000.00	0%	0.000	$ -
8" Base	7,700.000	SY	$ 19.00	$ 146,300.00	-		$ -		-	$ -	7,700.00	$ 146,300.00	7,700.00	$ 146,300.00	0%	0.000	$ -
12" Stabilized Subgrade	8,700.000	SY	$ 7.20	$ 62,640.00	-		$ -		-	$ -	8,700.00	$ 62,640.00	8,700.00	$ 62,640.00	0%	0.000	$ -
Asphalt 1.5" SP 12.5 - FIRST LIFT	7,700.000	LS	$ 18.50	$ 142,450.00	-		$ -		-	$ -	7,700.00	$ 142,450.00	7,700.00	$ 142,450.00	0%	0.000	$ -
Asphalt 1" SP 9.5 - SECOND LIFT	7,700.000	SY	$ 17.50	$ 134,750.00	-		$ -		-	$ -	7,700.00	$ 134,750.00	7,700.00	$ 134,750.00	0%	0.000	$ -
Prime	7,700.000	SY	$ 4.00	$ 30,800.00	-		$ -		-	$ -	7,700.00	$ 30,800.00	7,700.00	$ 30,800.00	0%	0.000	$ -
Striping	1.000	ls	$ 46,500.00	$ 46,500.00	-		$ -		-	$ -	1.00	$ 46,500.00	1.00	$ 46,500.00	0%	0.000	$ -
Sidewalk	1,580.000	SY	$ 58.50	$ 92,430.00	-		$ -		-	$ -	1,580.00	$ 92,430.00	1,580.00	$ 92,430.00	0%	0.000	$ -
Handicap Ramps	4.000	EA	$ 2,000.00	$ 8,000.00	-		$ -		-	$ -	4.00	$ 8,000.00	4.00	$ 8,000.00	0%	0.000	$ -
Total				$ 773,295.00			$ -			$ -		$773,295.00		$773,295.00	0.00%		$ -
STORM DRAINAGE SYSTEM																	
18" RCP	811.000	LF	$ 87.00	$ 70,557.00	811.00		$ -		811.00	$ 70,557.00	-	$ -	811.00	$ 70,557.00	100%	0.000	$ -
24" RCP	420.000	LF	$ 122.00	$ 51,240.00	420.00		$ -		420.00	$ 51,240.00	-	$ -	420.00	$ 51,240.00	100%	0.000	$ -
30" RCP	557.000	LF	$ 182.00	$ 101,374.00	557.00		$ -		557.00	$ 101,374.00	-	$ -	557.00	$ 101,374.00	100%	0.000	$ -
12"/15"/18" MES	1.000	EA	$ 1,100.00	$ 1,100.00	1.00		$ -		1.00	$ 1,100.00	-	$ -	1.00	$ 1,100.00	100%	0.000	$ -
30" MES	1.000	EA	$ 2,400.00	$ 2,400.00	1.00		$ -		1.00	$ 2,400.00	-	$ -	1.00	$ 2,400.00	100%	0.000	$ -
Adjustments	16.000	EA	$ 750.00	$ 12,000.00	-	11.00	$ 8,250.00		11.00	$ 8,250.00	5.00	$ 3,750.00	16.00	$ 12,000.00	69%	0.000	$ -
Curb Inlets	11.000	EA	$ 9,300.00	$ 102,300.00	11.00		$ -		11.00	$ 102,300.00	-	$ -	11.00	$ 102,300.00	100%	0.000	$ -
TV Storm Drain	1,881.000	LF	$ 12.00	$ 22,572.00	-	940.50	$ 11,286.00		940.50	$ 11,286.00	940.50	$ 11,286.00	1,881.00	$ 22,572.00	50%	0.000	$ -
Type E Inlet	1.000	EA	$ 7,000.00	$ 7,000.00	-	1.00	$ 7,000.00		1.00	$ 7,000.00	-	$ -	1.00	$ 7,000.00	100%	0.000	$ -
Type H Inlet	1.000	EA	$ 11,000.00	$ 11,000.00	-	1.00	$ 11,000.00		1.00	$ 11,000.00	-	$ -	1.00	$ 11,000.00	100%	0.000	$ -
Manholes	3.000	EA	$ 12,500.00	$ 37,500.00	3.00		$ -		3.00	$ 37,500.00	-	$ -	3.00	$ 37,500.00	100%	0.000	$ -
Outfall Weirs SMF-C-01	1.000	EA	$ 74,600.00	$ 74,600.00	-	1.00	$ 74,600.00		1.00	$ 74,600.00	-	$ -	1.00	$ 74,600.00	100%	0.000	$ -
Retaining Wall	240.000	LF	$ 309.00	$ 74,160.00	-		$ -		-	$ -	240.00	$ 74,160.00	240.00	$ 74,160.00	0%	0.000	$ -
Total	0.000			$ 567,803.00			$ 112,136.00	$ -		$ 478,607.00		$89,196.00		$567,803.00	84.29%		$ -
ROADWAY UNDERDRAIN																	
Roadway Underdrain - PER PLAN	1,650.000	LF	$ 36.00	$ 59,400.00	-		$ -		-	$ -	1,650.00	$ 59,400.00	1,650.00	$ 59,400.00	0%		$ -
Total				$ 59,400.00			$ -			$ -		$ 59,400.00		$ 59,400.00		$ -	$ -
PAVING & DRAINAGE AS-BUILTS																	
Paving & Drainage As builts	1.000	LS	$ 16,000.00	$ 16,000.00	-	0.25	$ 4,000.00		0.25	$ 4,000.00	0.75	$ 12,000.00	1.00	$ 16,000.00	25%		$ -
Total				$ 16,000.00			$ 4,000.00			$ 4,000.00		$12,000.00		$16,000.00	25.00%		$ -
WATER DISTRIBUTION SYSTEM																	
12" Watermain (incl fittings, T's, bends)	1,702.000	LF	$ 143.00	$ 243,386.00	380.00	1,322.00	$ 189,046.00		1,702.00	$ 243,386.00	-	$ -	1,702.00	$ 243,386.00	100%	0.000	$ -
Tie Ins	1.000	EA	$ 12,500.00	$ 12,500.00	-		$ -		-	$ -	1.00	$ 12,500.00	1.00	$ 12,500.00	0%	0.000	$ -
Fire Hydrants w/ Gate Valve	2.000	EA	$ 5,500.00	$ 11,000.00	1.00	1.00	$ 5,500.00		2.00	$ 11,000.00	-	$ -	2.00	$ 11,000.00	100%	0.000	$ -
Flushing Hydrants	3.000	EA	$ 2,000.00	$ 6,000.00	-		$ -		-	$ -	3.00	$ 6,000.00	3.00	$ 6,000.00	0%	0.000	$ -
Test and Chlorinate	1,702.000	LF	$ 2.50	$ 4,255.00	-		$ -		-	$ -	1,702.00	$ 4,255.00	1,702.00	$ 4,255.00	0%	0.000	$ -
Case B Crossings	2.000	EA	$ 3,000.00	$ 6,000.00	2.00		$ -		2.00	$ 6,000.00	-	$ -	2.00	$ 6,000.00	100%	0.000	$ -
Total				$ 283,141.00			$ 194,546.00	$ -		$ 260,386.00		$22,755.00		$283,141.00	91.96%		$ -
REUSE WATER DISTRIBUTION SYSTEM																	
12" Main & Fittings	1,650.000	LF	$ 121.00	$ 199,650.00	150.00	1,500.00	$ 181,500.00		1,650.00	$ 199,650.00	-	$ -	1,650.00	$ 199,650.00	100%	0.000	$ -
Tie In	1.000	EA	$ 7,500.00	$ 7,500.00	-		$ -		-	$ -	1.00	$ 7,500.00	1.00	$ 7,500.00	0%	0.000	$ -
Flush Hydrant	3.000	EA	$ 2,000.00	$ 6,000.00	-		$ -		-	$ -	3.00	$ 6,000.00	3.00	$ 6,000.00	0%	0.000	$ -
Testing	1,650.000	LF	$ 2.00	$ 3,300.00	-		$ -		-	$ -	1,650.00	$ 3,300.00	1,650.00	$ 3,300.00	0%	0.000	$ -
Type B Crossings	2.000	EA	$ 8,000.00	$ 16,000.00	2.00		$ -		2.00	$ 16,000.00	-	$ -	2.00	$ 16,000.00	100%	0.000	$ -
Total				$ 232,450.00			$ 181,500.00	$ -		$ 215,650.00		$16,800.00		$232,450.00	92.77%		$ -
SANITARY SEWER SYSTEM																	

Project Number: 2,519.00
Project Name: APF 3, 4, 5 & Amenity
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

Period Ending: 01/25/26
Variance
Projected Final
Billings To Date
Remaining Billings $0.00

Bid Items	Original Contract Amt					Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount		Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
8" Sewer Main 16'-18'	165.000	LF	$ 108.00	$ 17,820.00		165.00		$ -		165.00	$ 17,820.00	-	$ -	165.00	$ 17,820.00	100%	0.000	$ -
Manholes	2.000	EA	$ 16,300.00	$ 32,600.00		2.00		$ -		2.00	$ 32,600.00	-	$ -	2.00	$ 32,600.00	100%	0.000	$ -
Dewater	1.000	LF	$ 18,000.00	$ 18,000.00		1.00		$ -		1.00	$ 18,000.00	-	$ -	1.00	$ 18,000.00	100%	0.000	$ -
Adjustments	2.000	EA	$ 1,500.00	$ 3,000.00		-		$ -		-	$ -	2.00	$ 3,000.00	2.00	$ 3,000.00	0%	0.000	$ -
TV Testing	165.000	LF	$ 19.00	$ 3,135.00		-		$ -		-	$ -	165.00	$ 3,135.00	165.00	$ 3,135.00	0%	0.000	$ -
Benchdown & Backfill	1.000	LS	$ 19,000.00	$ 19,000.00		-	1.00	$ 19,000.00		1.00	$ 19,000.00	-	$ -	1.00	$ 19,000.00	100%	0.000	$ -
Total				$ 93,555.00				$ 19,000.00	$ -		$ 87,420.00		$6,135.00		$93,555.00	93.44%		$ -
CCUA FORCEMAIN SYSTEM																		
12" Forcemain	1,560.000	LF	$ 129.00	$ 201,240.00		400.00	1,160.00	$ 149,640.00		1,560.00	$ 201,240.00	-	$ -	1,560.00	$ 201,240.00	100%	0.000	$ -
6" Force Main	122.000	EA	$ 83.00	$ 10,126.00		-	122.00	$ 10,126.00		122.00	$ 10,126.00	-	$ -	122.00	$ 10,126.00	100%	0.000	$ -
ARV Valve & Vault	2.000	LS	$ 8,000.00	$ 16,000.00		-		$ -		-	$ -	2.00	$ 16,000.00	2.00	$ 16,000.00	0%	0.000	$ -
Tie In	1.000	EA	$ 12,500.00	$ 12,500.00		-		$ -		-	$ -	1.00	$ 12,500.00	1.00	$ 12,500.00	0%	0.000	$ -
Testing	1,560.000	LF	$ 2.00	$ 3,120.00		-		$ -		-	$ -	1,560.00	$ 3,120.00	1,560.00	$ 3,120.00	0%	0.000	$ -
Type B Crossings	2.000	EA	$ 6,000.00	$ 12,000.00		1.00	1.00	$ 6,000.00		2.00	$ 12,000.00	-	$ -	2.00	$ 12,000.00	100%	0.000	$ -
Total				$ 254,986.00				$ 165,766.00	$ -		$ 223,366.00		$31,620.00		$254,986.00	87.60%		$ -
IRRIGATION & ELEC/TELE/CATV SLEEVES																		
2.5" UNIT COST ONLY	1,500.000	LF	$ 12.00	$ 18,000.00		-	1,500.00	$ 18,000.00		1,500.00	$ 18,000.00	-	$ -	1,500.00	$ 18,000.00	100%	0.000	$ -
3"	2,000.000	LF	$ 14.00	$ 28,000.00		-	2,000.00	$ 28,000.00		2,000.00	$ 28,000.00	-	$ -	2,000.00	$ 28,000.00	100%	0.000	$ -
4"	2,000.000	LF	$ 16.00	$ 32,000.00		-	2,000.00	$ 32,000.00		2,000.00	$ 32,000.00	-	$ -	2,000.00	$ 32,000.00	100%	0.000	$ -
6"	1,500.000	LF	$ 18.00	$ 27,000.00		-	1,500.00	$ 27,000.00		1,500.00	$ 27,000.00	-	$ -	1,500.00	$ 27,000.00	100%	0.000	$ -
Total				$ 105,000.00				$ 105,000.00			$ 105,000.00		$ -		$ 105,000.00	100.00%		$ -
WATER AND SEWER AS-BUILTS																		
Water & Sewer As-Builts	1.000	LS	$ 25,000.00	$ 25,000.00		-	0.25	$ 6,250.00		0.25	$ 6,250.00	0.75	$ 18,750.00	1.00	$ 25,000.00	25%	0.000	$ -
Total				$ 25,000.00				$ 6,250.00			$ 6,250.00		$18,750.00		$25,000.00	25.00%		$ -
ELECTRIC ALLOWANCE																		
PER BID DOCS	1.000	LS	$ 100,000.00	$ 100,000.00		-		$ -		-	$ -	1.00	$ 100,000.00	1.00	$ 100,000.00	0%	0.000	$ -
Total				$ 100,000.00				$ -			$ -		$100,000.00		$100,000.00	0.00%		$ -
SEEDING & SOD																		
Grassing - R/W	6,500.000	SY	$ 0.80	$ 5,200.00		-		$ -		-	$ -	6,500.00	$ 5,200.00	6,500.00	$ 5,200.00	0%	0.000	$ -
Sod - Ponds	2,700.000	SY	$ 4.75	$ 12,825.00		-		$ -		-	$ -	2,700.00	$ 12,825.00	2,700.00	$ 12,825.00	0%	0.000	$ -
Sod - R/W Slope	4,900.000	SY	$ 4.75	$ 23,275.00		-		$ -		-	$ -	4,900.00	$ 23,275.00	4,900.00	$ 23,275.00	0%	0.000	$ -
Sod - BOC	1,700.000	SY	$ 4.75	$ 8,075.00		-		$ -		-	$ -	1,700.00	$ 8,075.00	1,700.00	$ 8,075.00	0%	0.000	$ -
Total				$ 49,375.00				$ -			$ -		$49,375.00		$49,375.00	0.00%		$ -
EROSION CONTROL																		
Erosion Control NPDES	1.000	LS	$ 6,000.00	$ 6,000.00		0.50	0.70	$ 1,200.00	-	0.70	$ 4,200.00	0.30	$ 1,800.00	1.00	$ 6,000.00	70%	0.000	$ -
Silt fence	7,500.000	LF	$ 5.00	$ 37,500.00		7,500.00		$ -	-	7,500.00	$ 37,500.00	-	$ -	7,500.00	$ 37,500.00	100%	0.000	$ -
Construction Entrance	1.000	LS	$ 9,900.00	$ 9,900.00		1.00		$ -	-	1.00	$ 9,900.00	-	$ -	1.00	$ 9,900.00	100%	0.000	$ -
Inlet Protection	12.000	EA	$ 700.00	$ 8,400.00		-	6.00	$ 4,200.00	-	6.00	$ 4,200.00	6.00	$ 4,200.00	12.00	$ 8,400.00	50%	0.000	$ -
Turbidity Control	1.000	LS	$ 3,000.00	$ 3,000.00		0.50	0.20	$ 600.00	-	0.70	$ 2,100.00	0.30	$ 900.00	1.00	$ 3,000.00	70%	0.000	$ -
Total				$ 64,800.00				$ 6,000.00			$ 57,900.00		$6,900.00		$64,800.00	89.35%		$ -
STORMWATER POLLUTION PLAN																		
SWPPP	1.000	LS	$ 2,000.00	$ 2,000.00		1.00		$ -	-	1.00	$ 2,000.00	-	$ -	1.00	$ 2,000.00	100%	0.000	$ -
Total				$ 2,000.00				$ -			$ 2,000.00		$0.00		$2,000.00	100.00%		$ -
BOND																		
Payment Bond	1.000	LS	$ 29,000.00	$ 29,000.00		1.00		$ -	-	1.00	$ 29,000.00	-	$ -	1.00	$ 29,000.00	100%	0.000	$ -
Contractor Warranty	1.000	LS	$ 8,000.00	$ 8,000.00		-		$ -	-	-	$ -	1.00	$ 8,000.00	1.00	$ 8,000.00	0%	0.000	$ -
Total				$ 37,000.00				$ -			$ 29,000.00		$8,000.00		$37,000.00	78.38%		$ -

CHANGE ORDERS	Original																	
	Qty	UM	Unit Price	Total Amount	To Date Quantity		Amount			To Date Quantity	Amount	Remaining Quantity	Amount	Projected Final Quantity	Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Amount
Ferguson Materials	1.000	LS	$ (351,496.03)	$ (351,496.03)	-	0.80	$	(281,196.82)		0.80	$ (281,196.82)	0.20	$ (70,299.21)	1.00	$ (351,496.03)	80%	0.000	$ -
County Materials	1.000	LS	$ (98,871.00)	$ (98,871.00)	-	1.00	$	(98,871.00)		1.00	$ (98,871.00)	-	$ -	1.00	$ (98,871.00)	100%	0.000	$ -
American Precast Materials	1.000	LS	$ (75,703.00)	$ (75,703.00)	-	1.00	$	(75,703.00)		1.00	$ (75,703.00)	-	$ -	1.00	$ (75,703.00)	100%	0.000	$ -
				$ -	-		$	-		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -

Project Number: 2.519.00
Project Name: APF 3, 4, 5 & Amenity
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

Period Ending: 01/25/26
Variance
Projected Final
Billings To Date
Remaining Billings $0.00

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&ETotal Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
				$ -			$ -			$ -		$ -		$ -	#DIV/0!	0.000	$ -
Change Order Totals				$ (526,070.03)			-$455,770.82	0.000		-$455,770.82		$ (70,299.21)		$ (526,070.03)			$ -
APF 4				$2,781,215.00			$407,637.18	$0.00		$1,106,918.18		$1,148,226.79		$2,255,144.97			

APF 4 Contract w/ Materials	$2,781,215.00

APF 4 Change Orders w/ Materials
$0.00

Bid Items	Original Contract Amt				To Date	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&ETotal Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
APF 5																	
MOBILIZATION AND SITE PREPARATION																	
Mobilization	1.00	LS	15,000.00	$ 15,000.00	0.75	0.25	$ 3,750.00		1.00	$ 15,000.00	-	$ -	1.00	$ 15,000.00	100%	0.000	$ -
Survey	1.00	LS	15,000.00	$ 15,000.00	0.30	0.50	$ 7,500.00		0.80	$ 12,000.00	0.20	$ 3,000.00	1.00	$ 15,000.00	80%	0.000	$ -
Maint. of Traffic	1.00	LS	283.00	$ 283.00	1.00		$ -		1.00	$ 283.00	-	$ -	1.00	$ 283.00	100%	0.000	$ -
Testing	1.00	LS	14,000.00	$ 14,000.00	-	1.00	$ 14,000.00		1.00	$ 14,000.00	-	$ -	1.00	$ 14,000.00	100%	0.000	$ -
Total				$ 44,283.00			$ 25,250.00			$ 41,283.00		$3,000.00		$44,283.00	93.23%		$ -
CLEARING AND GRUBBING																	
Clearing	-	AC	6,200.00	$ -	-		$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Stripping	-	AC	3,570.00	$ -	-		$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Total				$ -			$ -			$ -		$0.00		$0.00	#DIV/0!		$ -
UNSUITABLE MATERIAL																	
Remove & Replace Unsuitable	-	CY	0.00	$ -	-		$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Total				$ -			$ -			$ -		$0.00		$0.00	#DIV/0!		$ -
STORMWATER MNGT. POND CONSTRUCTION																	
Pond Excavation -	66,930.00	CY	5.00	$ 334,650.00	-	66,930.00	$ 334,650.00		66,930.00	$ 334,650.00	-	$ -	66,930.00	$ 334,650.00	100%	0.000	$ -
DEWATERING	66,930.00	CY	0.70	$ 46,851.00	-	66,930.00	$ 46,851.00		66,930.00	$ 46,851.00	-	$ -	66,930.00	$ 46,851.00	100%	0.000	$ -
Total				$ 381,501.00			$ 381,501.00			$ 381,501.00		$0.00		$381,501.00			$ -
EARTHWORK																	
Roadway Grading	1.00	LS	18,000.00	$ 18,000.00	-		$ -		-	$ -	1.00	$ 18,000.00	1.00	$ 18,000.00	0%	0.000	$ -
R/W Dress Up	7,100.00	LF	2.00	$ 14,200.00	-		$ -		-	$ -	7,100.00	$ 14,200.00	7,100.00	$ 14,200.00	0%	0.000	$ -
Total				$ 32,200.00			$ -			$ -		$32,200.00		$32,200.00	0.00%		$ -
ROADWAY CONSTRUCTION																	
Type C Curb	3,500.000	LF	$ 24.50	$ 85,750.00	-		$ -		-	$ -	3,500.00	$ 85,750.00	3,500.00	$ 85,750.00	0%	0.000	$ -
Standard Curb	3,600.000	SY	$ 23.00	$ 82,800.00	-		$ -		-	$ -	3,600.00	$ 82,800.00	3,600.00	$ 82,800.00	0%	0.000	$ -
8" Base	8,500.000	SY	$ 19.00	$ 161,500.00	-		$ -		-	$ -	8,500.00	$ 161,500.00	8,500.00	$ 161,500.00	0%	0.000	$ -
12" Stabilized Subgrade	10,100.000	SY	$ 7.20	$ 72,720.00	-		$ -		-	$ -	10,100.00	$ 72,720.00	10,100.00	$ 72,720.00	0%	0.000	$ -
Asphalt 1.5" SP 12.5 - FIRST LIFT	8,500.000	LS	$ 18.50	$ 157,250.00	-		$ -		-	$ -	8,500.00	$ 157,250.00	8,500.00	$ 157,250.00	0%	0.000	$ -
Asphalt 1" SP 9.5 - SECOND LIFT	8,500.000	SY	$ 17.50	$ 148,750.00	-		$ -		-	$ -	8,500.00	$ 148,750.00	8,500.00	$ 148,750.00	0%	0.000	$ -
Prime	8,500.000	SY	$ 4.00	$ 34,000.00	-		$ -		-	$ -	8,500.00	$ 34,000.00	8,500.00	$ 34,000.00	0%	0.000	$ -
Striping	1.000	ls	$ 36,300.00	$ 36,300.00	-		$ -		-	$ -	1.00	$ 36,300.00	1.00	$ 36,300.00	0%	0.000	$ -
Sidewalk	2,250.000	SY	$ 58.50	$ 131,625.00	-		$ -		-	$ -	2,250.00	$ 131,625.00	2,250.00	$ 131,625.00	0%	0.000	$ -
Handicap Ramps	2.000	EA	$ 2,000.00	$ 4,000.00	-		$ -		-	$ -	2.00	$ 4,000.00	2.00	$ 4,000.00	0%	0.000	$ -
Total				$ 914,695.00			$ -			$ -		$914,695.00		$914,695.00	0.00%		$ -
STORM DRAINAGE SYSTEM																	
18" RCP	939.000	LF	$ 87.00	$ 81,693.00	939.00		$ -		939.00	$ 81,693.00	-	$ -	939.00	$ 81,693.00	100%	0.000	$ -
30" RCP	161.000	LF	$ 182.00	$ 29,302.00	161.00		$ -		161.00	$ 29,302.00	-	$ -	161.00	$ 29,302.00	100%	0.000	$ -
48" RCP	374.000	LF	$ 383.00	$ 143,242.00	374.00		$ -		374.00	$ 143,242.00	-	$ -	374.00	$ 143,242.00	100%	0.000	$ -
12"/15"/18" MES	2.000	EA	$ 1,100.00	$ 2,200.00	2.00		$ -		2.00	$ 2,200.00	-	$ -	2.00	$ 2,200.00	100%	0.000	$ -
48" MES	2.000	EA	$ 24,900.00	$ 49,800.00	2.00		$ -		2.00	$ 49,800.00	-	$ -	2.00	$ 49,800.00	100%	0.000	$ -

Project Number: 2,519.00
Project Name: APF 3, 4, 5 & Amenity
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

Period Ending: 01/25/26
Variance
Projected Final
Billings To Date
Remaining Billings $0.00

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
Adjustments	13.000	EA	$ 750.00	$ 9,750.00	-	13.00	$ 9,750.00		13.00	$ 9,750.00	-	$ -	13.00	$ 9,750.00	100%	0.000	$ -
Curb Inlets	10.000	EA	$ 9,300.00	$ 93,000.00	10.00		$ -		10.00	$ 93,000.00	-	$ -	10.00	$ 93,000.00	100%	0.000	$ -
TV Storm Drain	787.000	LF	$ 12.00	$ 9,444.00	-	393.50	$ 4,722.00		393.50	$ 4,722.00	393.50	$ 4,722.00	787.00	$ 9,444.00	50%	0.000	$ -
Type E Inlet	1.000	EA	$ 7,000.00	$ 7,000.00	-	1.00	$ 7,000.00		1.00	$ 7,000.00	-	$ -	1.00	$ 7,000.00	100%	0.000	$ -
Manholes	2.000	EA	$ 12,500.00	$ 25,000.00	2.00		$ -		2.00	$ 25,000.00	-	$ -	2.00	$ 25,000.00	100%	0.000	$ -
Total	0.000			$ 450,431.00			$ 21,472.00	$ -		$ 445,709.00		$4,722.00		$450,431.00	98.95%		$ -
ROADWAY UNDERDRAIN																	
Roadway Underdrain - PER PLAN	3,340.000	LF	$ 36.00	$ 120,240.00	-	668.00	$ 24,048.00		668.00	$ 24,048.00	2,672.00	$ 96,192.00	3,340.00	$ 120,240.00	20%		$ -
Total				$ 120,240.00			$ 24,048.00			$ 24,048.00		$ 96,192.00		$ 120,240.00		$ -	$ -
PAVING & DRAINAGE AS-BUILTS																	
Paving & Drainage As builts	1.000	LS	$ 17,000.00	$ 17,000.00	-	0.25	$ 4,250.00		0.25	$ 4,250.00	0.75	$ 12,750.00	1.00	$ 17,000.00	25%		$ -
Total				$ 17,000.00			$ 4,250.00			$ 4,250.00		$12,750.00		$17,000.00	25.00%		$ -
WATER DISTRIBUTION SYSTEM																	
12" Watermain (incl fittings, T's, bends)	2,200.000	LF	$ 140.00	$ 308,000.00	1,540.00	660.00	$ 92,400.00		2,200.00	$ 308,000.00	-	$ -	2,200.00	$ 308,000.00	100%	0.000	$ -
Tie Ins	2.000	EA	$ 12,500.00	$ 25,000.00	-		$ -		-	$ -	2.00	$ 25,000.00	2.00	$ 25,000.00	0%	0.000	$ -
Fire Hydrants w/ Gate Valve	2.000	EA	$ 5,500.00	$ 11,000.00	1.00	1.00	$ 5,500.00		2.00	$ 11,000.00	-	$ -	2.00	$ 11,000.00	100%	0.000	$ -
Flushing Hydrants	2.000	EA	$ 2,000.00	$ 4,000.00	-		$ -		-	$ -	2.00	$ 4,000.00	2.00	$ 4,000.00	0%	0.000	$ -
Test and Chlorinate	2,200.000	LF	$ 2.50	$ 5,500.00	-		$ -		-	$ -	2,200.00	$ 5,500.00	2,200.00	$ 5,500.00	0%	0.000	$ -
Total				$ 353,500.00			$ 97,900.00	$ -		$ 319,000.00		$34,500.00		$353,500.00	90.24%		$ -
REUSE WATER DISTRIBUTION SYSTEM																	
12" Main & Fittings	2,155.000	LF	$ 121.00	$ 260,755.00	-	2,155.00	$ 260,755.00		2,155.00	$ 260,755.00	-	$ -	2,155.00	$ 260,755.00	100%	0.000	$ -
Tie In	2.000	EA	$ 7,500.00	$ 15,000.00	-		$ -		-	$ -	2.00	$ 15,000.00	2.00	$ 15,000.00	0%	0.000	$ -
Flush Hydrant	2.000	EA	$ 2,000.00	$ 4,000.00	-		$ -		-	$ -	2.00	$ 4,000.00	2.00	$ 4,000.00	0%	0.000	$ -
Testing	2,155.000	LF	$ 2.00	$ 4,310.00	-		$ -		-	$ -	2,155.00	$ 4,310.00	2,155.00	$ 4,310.00	0%	0.000	$ -
Total				$ 284,065.00			$ 260,755.00	$ -		$ 260,755.00		$23,310.00		$284,065.00	91.79%		$ -
SANITARY SEWER SYSTEM																	
8" Sewer Main	304.000	LF	$ 78.00	$ 23,712.00	304.00		$ -		304.00	$ 23,712.00	-	$ -	304.00	$ 23,712.00	100%	0.000	$ -
Manholes	2.000	EA	$ 14,300.00	$ 28,600.00	2.00		$ -		2.00	$ 28,600.00	-	$ -	2.00	$ 28,600.00	100%	0.000	$ -
Dewater	1.000	LF	$ 9,000.00	$ 9,000.00	1.00		$ -		1.00	$ 9,000.00	-	$ -	1.00	$ 9,000.00	100%	0.000	$ -
Adjustments	1.000	EA	$ 16,000.00	$ 16,000.00	-		$ -		-	$ -	1.00	$ 16,000.00	1.00	$ 16,000.00	0%	0.000	$ -
TV Testing	304.000	LF	$ 19.00	$ 5,776.00	-		$ -		-	$ -	304.00	$ 5,776.00	304.00	$ 5,776.00	0%	0.000	$ -
Benchdown & Backfill	1.000	LS	$ 6,000.00	$ 6,000.00	1.00		$ -		1.00	$ 6,000.00	-	$ -	1.00	$ 6,000.00	100%	0.000	$ -
Total				$ 89,088.00			$ -	$ -		$ 67,312.00		$21,776.00		$89,088.00	75.56%		$ -
FORCEMAIN																	
12" Forcemain	1,080.000	LF	$ 129.00	$ 139,320.00	820.00	260.00	$ 33,540.00		1,080.00	$ 139,320.00	-	$ -	1,080.00	$ 139,320.00	100%	0.000	$ -
6" Force Main	105.000	EA	$ 83.00	$ 8,715.00	-	105.00	$ 8,715.00		105.00	$ 8,715.00	-	$ -	105.00	$ 8,715.00	100%	0.000	$ -
Tie In	1.000	EA	$ 6,500.00	$ 6,500.00	-		$ -		-	$ -	1.00	$ 6,500.00	1.00	$ 6,500.00	0%	0.000	$ -
Testing	1,195.000	LF	$ 2.00	$ 2,390.00	-		$ -		-	$ -	1,195.00	$ 2,390.00	1,195.00	$ 2,390.00	0%	0.000	$ -
Total				$ 156,925.00			$ 42,255.00	$ -		$ 148,035.00		$8,890.00		$156,925.00	94.33%		$ -
WATER & SEWER AS-BUILTS																	
Water & Sewer As-Builts	1.000	LS	$ 24,913.00	$ 24,913.00	-	0.25	$ 6,228.25		0.25	$ 6,228.25	0.75	$ 18,684.75	1.00	$ 24,913.00	25%	0.000	$ -
Total				$ 24,913.00			$ 6,228.25			$ 6,228.25		$18,684.75		$24,913.00	25.00%		$ -
SLEEVES - IRRIG. - ELEC. - TELE.- CATV																	
2.5" Per Bid Docs	1,500.000	LF	$ 12.00	$ 18,000.00	-	1,500.00	$ 18,000.00		1,500.00	$ 18,000.00	-	$ -	1,500.00	$ 18,000.00	100%	0.000	$ -
3"	2,000.000	LF	$ 14.00	$ 28,000.00	-	2,000.00	$ 28,000.00		2,000.00	$ 28,000.00	-	$ -	2,000.00	$ 28,000.00	100%	0.000	$ -
4"	2,000.000	LF	$ 16.00	$ 32,000.00	-	2,000.00	$ 32,000.00		2,000.00	$ 32,000.00	-	$ -	2,000.00	$ 32,000.00	100%	0.000	$ -
6"	1,500.000	LF	$ 18.00	$ 27,000.00	-	1,500.00	$ 27,000.00		1,500.00	$ 27,000.00	-	$ -	1,500.00	$ 27,000.00	100%	0.000	$ -
Total				$ 105,000.00			$ 105,000.00			$ 105,000.00		$0.00		$105,000.00	100.00%		$ -
ELECTRIC ALLOWANCE																	
PER BID DOCS	1.000	LS	$ 100,000.00	$ 100,000.00	-		$ -		-	$ -	1.00	$ 100,000.00	1.00	$ 100,000.00	0%	0.000	$ -
Total				$ 100,000.00			$ -			$ -		$100,000.00		$100,000.00	0.00%		$ -
SEEDING & SOD																	
Grassing - R/W	9,800.000	SY	$ 0.80	$ 7,840.00	-		$ -		-	$ -	9,800.00	$ 7,840.00	9,800.00	$ 7,840.00	0%	0.000	$ -

Project Number: 2,519.00
Project Name: APF 3, 4, 5 & Amenity
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

Period Ending: 01/25/26
Variance
Projected Final
Billings To Date
Remaining Billings $0.00

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	I&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
Sod - Ponds	6,800.000	SY	$ 4.75	$ 32,300.00	-		$ -		-	$ -	6,800.00	$ 32,300.00	6,800.00	$ 32,300.00	0%	0.000	$ -
Sod - R/W Slope	11,400.000	SY	$ 4.75	$ 54,150.00	-		$ -		-	$ -	11,400.00	$ 54,150.00	11,400.00	$ 54,150.00	0%	0.000	$ -
Sod - BOC	2,800.000	SY	$ 4.75	$ 13,300.00	-		$ -		-	$ -	2,800.00	$ 13,300.00	2,800.00	$ 13,300.00	0%	0.000	$ -
Total				$ 107,590.00			$ -			$ -		$107,590.00		$107,590.00	0.00%		$ -
EROSION CONTROL																	
Erosion Control NPDES	1.000	LS	$ 8,000.00	$ 8,000.00	0.40	0.40	$ 3,200.00		0.80	$ 6,400.00	0.20	$ 1,600.00	1.00	$ 8,000.00	80%	0.000	$ -
Silt fence	7,900.000	LF	$ 5.00	$ 39,500.00	7,900.00		$ -		7,900.00	$ 39,500.00	-	$ -	7,900.00	$ 39,500.00	100%	0.000	$ -
Construction Entrance	1.000	LS	$ 9,900.00	$ 9,900.00	1.00		$ -		1.00	$ 9,900.00	-	$ -	1.00	$ 9,900.00	100%	0.000	$ -
Inlet Protection	21.000	EA	$ 700.00	$ 14,700.00	-	11.00	$ 7,700.00		11.00	$ 7,700.00	10.00	$ 7,000.00	21.00	$ 14,700.00	52%	0.000	$ -
Turbidity Control	1.000	LS	$ 2,000.00	$ 2,000.00	-	1.00	$ 2,000.00		1.00	$ 2,000.00	-	$ -	1.00	$ 2,000.00	100%	0.000	$ -
Total				$ 74,100.00			$ 12,900.00			$ 65,500.00		$8,600.00		$74,100.00	88.39%		$ -
STORMWATER POLLUTION PLAN																	
SWPPP	1.000	LS	$ 2,000.00	$ 2,000.00	1.00		$ -		1.00	$ 2,000.00	-	$ -	1.00	$ 2,000.00	100%	0.000	$ -
Total				$ 2,000.00			$ -			$ 2,000.00		$0.00		$2,000.00	100.00%		$ -
BOND																	
Payment Bond	1.000	LS	$ 59,000.00	$ 59,000.00	1.00		$ -		1.00	$ 59,000.00	-	$ -	1.00	$ 59,000.00	100%	0.000	$ -
Contractor Warranty	1.000	LS	$ 31,000.00	$ 31,000.00	-		$ -		-	$ -	1.00	$ 31,000.00	1.00	$ 31,000.00	0%	0.000	$ -
Total				$ 90,000.00			$ -			$ 59,000.00		$31,000.00		$90,000.00	65.56%		$ -

CHANGE ORDERS	Original																
	Qty	UM	Unit Price	Total Amount	To Date Quantity		Amount		To Date Quantity	Amount	Remaining Quantity	Amount	Projected Final Quantity	Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Amount
Ferguson Materials	1.000	LS	$ (373,650.36)	$ (373,650.36)	-	0.95	$ (354,967.84)		0.95	$ (354,967.84)	0.05	$ (18,682.52)	1.00	$ (373,650.36)	95%	0.000	$ -
County Materials	1.000	LS	$ (123,300.00)	$ (123,300.00)	-	1.00	$ (123,300.00)		1.00	$ (123,300.00)	-	$ -	1.00	$ (123,300.00)	100%	0.000	$ -
American Precast Materials	1.000	LS	$ (227,164.00)	$ (227,164.00)	-	1.00	$ (227,164.00)		1.00	$ (227,164.00)	-	$ -	1.00	$ (227,164.00)	100%	0.000	$ -
				$ -	-		$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
				$ -	-		$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Change Order Totals				$ (724,114.36)			-$705,431.84	0.000		-$705,431.84		$ (18,682.52)		$ (724,114.36)			$ -

APF 5				$3,347,531.00			$276,127.41	$0.00		$1,224,189.41		$1,399,227.23		$2,623,416.64			$0.00

APF 5 Contract w/ Materials	$3,347,531.00

APF 5 Change Orders w/ Materials
$0.00

APF 3, 4, 5 & Amenity				$8,321,994.00			$892,833.18	$0.00		$3,533,657.18		$3,367,914.03		$6,901,571.21			

PARTIAL RELEASE OF CLAIM OF LIEN

The undersigned lienor, in consideration of payment in the amount of $888,845.17 , hereby partially releases its claim of lien for labor, services, or materials furnished to Creekview GP, LLC, on the job of APF 3, 4, 5 & Amenity , for the following described property:

Creekview Amenity Site and APF Road Phases 3, 4, and 5

The undersigned lienor acknowledges previous receipt of $ 983,474.20 and is executing this waiver and release in exchange for a check or checks in the additional amount of $ 846,291.52 , this partial release of claim of lien expressly and totally is conditioned on receipt of the check or checks and the collection of the funds in the amount of $ 2,373,500.12 .

There remains unpaid $ 7,338,519.80

Dated: January 25 , 20 26

Signed and sealed in the presence of:

Witness

Lienor

STATE OF FLORIDA
COUNTY OF Duval

I HEREBY CERTIFY that on this day, January 25 , 2026 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles D. Freshwater, as President of Jax Utilities Management, Inc. a Florida corporation,on behalf of the corporation, and she/he acknowledged before me that she/he executed the same and did so by order of the Board of Directors of the Corporation.

He/She is personally known to me [X] produced N/A as identification [ ]

Notary Public State of Florida
Anne-Marie James
My Commission
HH 278953
Exp. 6/17/2026

Notary Public

F.S. 713.20

Creekview CDD Requisition 160 - JUM

Final Audit Report 2026-02-18

Created:	2026-02-17
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIfUTJuak8hCfBHa4cBg2GQsNmmsXVcVx

"Creekview CDD Requisition 160 - JUM" History

Document created by Shelley Blair (blairs@etminc.com)
2026-02-17 - 3:56:11 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-02-17 - 3:56:25 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-02-18 - 1:02:39 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-02-18 - 1:02:58 PM GMT - Time Source: server

Agreement completed.
2026-02-18 - 1:02:58 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXIX CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **161**

(B) Name of Payee: **Clary & Associates, Inc.**
3830 Crown Point Rd,
Suite A
Jacksonville, FL 32257$

(C) Amount Payable: **$ 850.00**

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

Creekview Area 4 Surveying Services - Invoice 2025-709

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

Clary & Associates, Inc
3830 CROWN POINT RD, Suite A
Jacksonville, FL 32257
9042602703
jclary@claryassoc.com
www.claryassoc.com

INVOICE

BILL TO
GREENPOINTE
DEVELOPERS
7807 BAYMEADOWS
ROAD E, #205
Jacksonville, FL 32256

INVOICE # 2025-709
DATE 01/31/2026

PROJECT NAME	PROJECT LOCATION	CLIENT CONTACT
Creekview Trail Area 4B	Henley Rd.	Gregg Kern

DATE		QTY	RATE	AMOUNT
	Surveying Services	1	850.00	850.00

1. Map and Description of AT&T easement in Tract 11
2. Stake Easement in field see sketch provided for approximate location

BALANCE DUE **$850.00**

Credit Card payments will incur an additional 4% fee to process payment

Creekview CDD 2024 Bonds Requisition 161- Clary

Final Audit Report 2026-02-18

Created:	2026-02-17
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxOwuMONdU7WvXO8pJzysjomgQGljd-O6

"Creekview CDD 2024 Bonds Requisition 161- Clary" History

Document created by Shelley Blair (blairs@etminc.com)
2026-02-17 - 7:26:57 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-02-17 - 7:27:01 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-02-18 - 2:50:32 AM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-02-18 - 2:50:53 AM GMT - Time Source: server

Agreement completed.
2026-02-18 - 2:50:53 AM GMT

Adobe Acrobat Sign

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXX CONSENT AGENDA

REQUISITION 162

2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **162**

(B) Name of Payee: **England-Thims & Miller, Inc.**

[redacted]

(C) Amount Payable: **$ 83,152.50**

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

Invoice 224139 (Jan 2026) APF Road Phase 2 CEI Services (WA#24)	$	9,787.50
Invoice 224137 (Jan 2026) Area 4A CEI Services (WA#23)	$	10,753.75
Invoice 224140 (Jan 2026) Lee Parcel Preliminary Engineering (WA#27)	$	21,468.75
Invoice 224144 (Jan 2026) APF Road Phases 3-5 CEI Services (WA#30)	$	6,116.25
Invoice 224145 (Jan 2026) Area 3 Construction Documents (WA#31)	$	35,026.25
TOTAL REQUISITION	**$**	**83,152.50**

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

February 05, 2026
Invoice No: 224139

Total This Invoice $9,787.50

Project 17115.19000 APF Road Phase 2 CEI Services (WA#24)

Professional Services rendered through January 31, 2026

Phase 01. CEI Services

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	1/10/2026	1.00	255.00	255.00
Wild, Scott	1/17/2026	1.00	255.00	255.00
Wild, Scott	1/24/2026	2.00	255.00	510.00
Wild, Scott	1/31/2026	1.00	255.00	255.00
Project Manager/Construction Project Man				
Ellins, Jason	1/10/2026	1.00	225.00	225.00
Ellins, Jason	1/17/2026	2.50	225.00	562.50
Ellins, Jason	1/24/2026	1.00	225.00	225.00
Ellins, Jason	1/31/2026	2.00	225.00	450.00
Engineer				
Kern, Dulyma	1/31/2026	1.00	190.00	190.00
CEI Sr. Inspector				
Anderson, James	1/31/2026	18.00	180.00	3,240.00
Engineering/Landscape Designer				
Jeter, Matthew	1/24/2026	2.50	155.00	387.50
Senior Construction Representative				
Villarruel Lopez, Jose	1/17/2026	2.00	205.00	410.00
Villarruel Lopez, Jose	1/24/2026	2.50	205.00	512.50
Villarruel Lopez, Jose	1/31/2026	4.00	205.00	820.00
Totals		41.50		8,297.50
Total Labor				**8,297.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	8,297.50	78,261.75	86,559.25
Limit			95,000.00
Remaining			8,440.75

Total this Phase $8,297.50

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	1/17/2026	1.50	255.00	382.50	
Totals		1.50		382.50	
Total Labor					**382.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	382.50	6,417.75	6,800.25	
Limit			19,530.00	
Remaining			12,729.75	
		Total this Phase		**$382.50**

Phase 03. CDD Tax Exempt Purchase Requisitions

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	1/24/2026	1.00	255.00	255.00	
Administrative Support					
Blair, Shelley	1/10/2026	2.75	110.00	302.50	
Blair, Shelley	1/17/2026	2.50	110.00	275.00	
Blair, Shelley	1/24/2026	2.50	110.00	275.00	
Totals		8.75		1,107.50	
Total Labor					**1,107.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	1,107.50	17,994.00	19,101.50	
Limit			20,000.00	
Remaining			898.50	
		Total this Phase		**$1,107.50**

Phase 04. Owner Requested Plan Revisions

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	0.00	32,434.00	32,434.00	
Limit			40,000.00	
Remaining			7,566.00	
		Total this Phase		**0.00**

Phase XP. Expenses

Billing Limits	**Current**	**Prior**	**To-Date**	
Expense	0.00	2,179.14	2,179.14	
Limit			2,500.00	
Remaining			320.86	
		Total this Phase		**0.00**
		Total This Invoice		**$9,787.50**

Project	17115.19000	APF Road Phase 2 CEI Services (WA#24)	Invoice	224139

Outstanding Invoices

Number	Date	Balance
223048	11/26/2025	9,565.13
223721	1/12/2026	9,208.93
Total		**18,774.06**

Total Now Due	**$28,561.56**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

February 05, 2026
Invoice No: 224137

Total This Invoice $10,753.75

Project 17115.18000 Area 4A CEI Services (WA#23)

Professional Services rendered through January 31, 2026

Phase 01. CEI Services

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	1/17/2026	1.00	255.00	255.00
Wild, Scott	1/24/2026	1.00	255.00	255.00
Wild, Scott	1/31/2026	1.00	255.00	255.00
Project Manager/Construction Project Man				
Blalock, Clinton	1/24/2026	5.50	225.00	1,237.50
Blalock, Clinton	1/31/2026	.25	225.00	56.25
Ellins, Jason	1/10/2026	1.00	225.00	225.00
Ellins, Jason	1/17/2026	2.50	225.00	562.50
Ellins, Jason	1/24/2026	4.00	225.00	900.00
Ellins, Jason	1/31/2026	2.00	225.00	450.00
CEI Sr. Inspector				
Anderson, James	1/31/2026	2.00	180.00	360.00
Sr. Landscape Architect				
Clark, Ryan	1/31/2026	.50	215.00	107.50
Engineering/Landscape Designer				
Jeter, Matthew	1/24/2026	7.00	155.00	1,085.00
Jeter, Matthew	1/31/2026	17.00	155.00	2,635.00
Administrative Support				
Blair, Shelley	1/17/2026	1.00	110.00	110.00
Senior Construction Representative				
Villarruel Lopez, Jose	1/17/2026	3.25	205.00	666.25
Villarruel Lopez, Jose	1/24/2026	.50	205.00	102.50
Villarruel Lopez, Jose	1/31/2026	2.75	205.00	563.75
Totals		52.25		9,826.25
Total Labor				**9,826.25**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	9,826.25	101,575.75	111,402.00
Limit			115,000.00
Remaining			3,598.00

Total this Phase **$9,826.25**

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	1/10/2026	1.00	255.00	255.00
Wild, Scott	1/31/2026	1.00	255.00	255.00
Engineering Intern				
Hebb, Cara	1/10/2026	.50	150.00	75.00
Hebb, Cara	1/17/2026	.50	150.00	75.00
Hebb, Cara	1/31/2026	.50	150.00	75.00
Totals		3.50		735.00
Total Labor				**735.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	735.00	12,635.50	13,370.50
Limit			39,060.00
Remaining			25,689.50

Total this Phase **$735.00**

Phase 03. CDD Tax Exempt Purchase Requisitions

Labor

		Hours	Rate	Amount
Administrative Support				
Blair, Shelley	1/31/2026	1.75	110.00	192.50
Totals		1.75		192.50
Total Labor				**192.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	192.50	9,342.00	9,534.50
Limit			15,000.00
Remaining			5,465.50

Total this Phase **$192.50**

Phase 04. Owner Requested Plan Revisions

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	36,295.50	36,295.50
Limit			40,000.00
Remaining			3,704.50

Total this Phase **0.00**

Phase XP. Expenses

Billing Limits	**Current**	**Prior**	**To-Date**
Expense	0.00	1,500.00	1,500.00
Limit			1,500.00

Total this Phase **0.00**

Total This Invoice	**$10,753.75**

Outstanding Invoices

Number	Date	Balance
223047	11/26/2025	12,260.00
223628	1/9/2026	5,938.39
Total		**18,198.39**

Total Now Due	**$28,952.14**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

February 05, 2026
Invoice No: 224140

Total This Invoice $21,468.75

Project 17115.21000 Lee Parcel Preliminary Engineering WA27

Professional Services rendered through January 31, 2026

Phase 1. Preliminary Engineering

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	1/10/2026	3.00	255.00	765.00
Wild, Scott	1/17/2026	4.00	255.00	1,020.00
Wild, Scott	1/24/2026	4.50	255.00	1,147.50
Wild, Scott	1/31/2026	9.50	255.00	2,422.50
Engineer				
Canaday, Ryan	1/17/2026	2.00	190.00	380.00
Canaday, Ryan	1/24/2026	1.00	190.00	190.00
Engineering Intern				
Hanson, Carter	1/10/2026	1.00	150.00	150.00
Hanson, Carter	1/17/2026	28.00	150.00	4,200.00
Hanson, Carter	1/24/2026	11.00	150.00	1,650.00
Engineering/Landscape Designer				
Simonelli, Dino	1/10/2026	3.00	155.00	465.00
Simonelli, Dino	1/24/2026	3.50	155.00	542.50
Simonelli, Dino	1/31/2026	28.50	155.00	4,417.50
Administrative Support				
Blair, Shelley	1/17/2026	1.00	110.00	110.00
Principal - Vice President				
Welch, Daniel	1/10/2026	2.00	305.00	610.00
Welch, Daniel	1/17/2026	3.00	305.00	915.00
Welch, Daniel	1/24/2026	1.50	305.00	457.50
Totals		106.50		19,442.50
Total Labor				**19,442.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	19,442.50	45,131.25	64,573.75
Limit			75,000.00
Remaining			10,426.25

Total this Phase $19,442.50

Phase 2. Project Management

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	1/10/2026	3.00	255.00	765.00	
Wild, Scott	1/17/2026	1.00	255.00	255.00	
Wild, Scott	1/24/2026	1.00	255.00	255.00	
Wild, Scott	1/31/2026	1.00	255.00	255.00	
Project Manager/Construction Project Man					
Blalock, Clinton	1/31/2026	1.00	225.00	225.00	
GIS Analyst					
Duggan, Hayes	1/24/2026	1.75	155.00	271.25	
Totals		8.75		2,026.25	
Total Labor					**2,026.25**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	2,026.25	13,955.00	15,981.25	
Limit			20,000.00	
Remaining			4,018.75	
		Total this Phase		**$2,026.25**

Phase XP. Expenses

Total this Phase	**0.00**
Total This Invoice	**$21,468.75**

Outstanding Invoices

Number	**Date**	**Balance**
223049	11/26/2025	8,365.00
223630	1/9/2026	17,967.50
Total		**26,332.50**

Total Now Due	**$47,801.25**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

February 05, 2026
Invoice No: 224144

Total This Invoice $6,116.25

Project 17115.26000 APF Road Phases 3-5 CEI Services (WA#30)

Professional Services rendered through January 31, 2026

Phase 01. CEI Services

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	1/17/2026	1.00	255.00	255.00
Wild, Scott	1/24/2026	1.00	255.00	255.00
Wild, Scott	1/31/2026	1.00	255.00	255.00
Totals		3.00		765.00
Total Labor				**765.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	765.00	1,720.00	2,485.00
Limit			58,770.00
Remaining			56,285.00

Total this Phase $765.00

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	1/31/2026	1.00	255.00	255.00
Totals		1.00		255.00
Total Labor				**255.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	255.00	382.50	637.50
Limit			21,600.00
Remaining			20,962.50

Total this Phase $255.00

Phase 03. CDD Tax Exempt Purchase Requisitions

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	1/10/2026	1.00	255.00	255.00	
Wild, Scott	1/31/2026	1.00	255.00	255.00	
Totals		2.00		510.00	
Total Labor					**510.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	510.00	637.50	1,147.50	
Limit			20,000.00	
Remaining			18,852.50	
		Total this Phase		**$510.00**

Phase 04. Owner Requested Plan Provisions

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	1/10/2026	1.00	255.00	255.00	
Project Manager/Construction Project Man					
Blalock, Clinton	1/17/2026	4.50	225.00	1,012.50	
Blalock, Clinton	1/24/2026	7.50	225.00	1,687.50	
Blalock, Clinton	1/31/2026	7.25	225.00	1,631.25	
Totals		20.25		4,586.25	
Total Labor					**4,586.25**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	4,586.25	13,981.25	18,567.50	
Limit			20,000.00	
Remaining			1,432.50	
		Total this Phase		**$4,586.25**

Phase XP. Expenses

Billing Limits	**Current**	**Prior**	**To-Date**	
Expense	0.00	0.00	0.00	
Limit			5,000.00	
Remaining			5,000.00	
		Total this Phase		**0.00**
		Total This Invoice		**$6,116.25**

Outstanding Invoices

Number	**Date**	**Balance**
223053	11/26/2025	2,062.50
223635	1/9/2026	14,658.75
Total		**16,721.25**

Total Now Due **$22,837.50**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

February 05, 2026
Invoice No: 224145

Total This Invoice $35,026.25

Project 17115.27000 Area 3 Construction Documents (WA#31)

Professional Services rendered through January 31, 2026

Phase 01. Site Plan Revisions

Labor

		Hours	Rate	Amount	
Snr Engineering Designer/Snr LA Designer					
Daugherty, Cory	1/31/2026	1.00	170.00	170.00	
Totals		1.00		170.00	
Total Labor					**170.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	170.00	0.00	170.00	
Limit			7,500.00	
Remaining			7,330.00	
		Total this Phase		**$170.00**

Phase 01.1 Lump Sum (Ph 2-9)

	Fee	Percent Complete	Earned	Current Billing	
02.Clay County DRC Approval	13,250.00	0.00	0.00	0.00	
03.Construction Plan Preparation	97,000.00	50.00	48,500.00	33,950.00	
04.Landscape Design(Code Design)	9,700.00	0.00	0.00	0.00	
05.Clay County Plan Approval	8,500.00	0.00	0.00	0.00	
06.CCUA Plan Approval	7,500.00	0.00	0.00	0.00	
07.CCUA Water/Sewer Permits	6,500.00	0.00	0.00	0.00	
08.SJRWMD ERP	24,000.00	0.00	0.00	0.00	
09.Electric Design Coordination	6,500.00	0.00	0.00	0.00	
Total Fee	172,950.00		48,500.00	33,950.00	
	Total Fee				**33,950.00**
			Total this Phase		**$33,950.00**

Phase 10. Project Management

Labor

		Hours	Rate	Amount	
Vice President					
Budd, Shawn	1/24/2026	.50	295.00	147.50	
Senior Engineer/Senior Project Manager					
Wild, Scott	1/10/2026	1.00	255.00	255.00	
Project Manager/Construction Project Man					
Blalock, Clinton	1/17/2026	.50	225.00	112.50	
Blalock, Clinton	1/24/2026	1.25	225.00	281.25	
Administrative Support					
Blair, Shelley	1/17/2026	1.00	110.00	110.00	
Totals		4.25		906.25	
Total Labor					**906.25**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	906.25	5,468.75	6,375.00	
Limit			15,000.00	
Remaining			8,625.00	
		Total this Phase		**$906.25**

Phase XP. Expenses

Total this Phase	**0.00**
Total This Invoice	**$35,026.25**

Outstanding Invoices

Number	Date	Balance
223054	11/26/2025	10,720.00
223636	1/9/2026	10,098.00
Total		**20,818.00**

Total Now Due	**$55,844.25**

Creekview CDD 2024 Bonds Requisition 162 ETM (Jan 2026)

Final Audit Report 2026-02-20

Created:	2026-02-20
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzAbHp6e5UUKeUTLRNBBSdZqzvEmARUaW

"Creekview CDD 2024 Bonds Requisition 162 ETM (Jan 2026)" History

Document created by Shelley Blair (blairs@etminc.com)
2026-02-20 - 1:36:15 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
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2026-02-20 - 8:33:13 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-02-20 - 8:34:25 PM GMT - Time Source: server

Agreement completed.
2026-02-20 - 8:34:25 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXXI CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **163**

(B) Name of Payee: [redacted]
Jax Utilities Management, Inc.
[redacted]

(C) Amount Payable: **$ 748,185.41**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Creekview Trail Area 4A and APF Road Phase 2 - Application for Payment No. 16 (January 2026)**

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

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

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

FROM (CONTRACTOR):
Jax Utilities Management, Inc
5465 Verna Boulevard
Jacksonville, FL 32205

CONTRACT FOR:
Underground Infrastructure

TO (OWNER):
Creekview, CDD
c/o England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258

APPLICATION NO: 16
PERIOD TO: January 25, 2026
PROJECT: **CV4A & APF2**

CONTRACTORS APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner TOTAL	0.00	0.00
Approved this Month		
Number Description		
1 Area 4B	10,676,440.00	0.00
2 Lot Walls	437,835.00	
3 ODP APF2, 4A & B		(4,453,113.96)
4 Sleeves	328,808.64	
5 Fence for Walls	86,963.00	
6 Sheet Pile Walls	826,967.14	
7 Import from Granary	43,549.78	
8 Area 6 Credit		(1,296,515.00)
9 Creek Crossings	1,191,922.00	
10 60" Headwall	53,000.00	
11 Multi Use ath Area 4	161,631.00	
12 Area 4C	866,123.00	
13 Multi Use Path Area 5	136,450.00	
14 Sod Credit		(44,787.20)
TOTALS	14,809,689.56	(5,794,416.16)
Net change by Change Orders	9,015,273.40	

1. ORIGINAL CONTRACT SUM	$15,286,792.50
2. Net Change by Change Orders	$9,015,273.40
3. CONTRACT SUM TO DATE (LINE 1 +,- 2)	$24,302,065.90
4. TOTAL COMPLETED AND STORED TO DATE	$23,327,053.97
5. RETAINAGE a. 5% % (Column D+E on G703) Total retainage (Line 5a, or Total in Column J of G703)	$1,166,352.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$22,160,701.27
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$21,412,515.86
8. CURRENT PAYMENT DUE	**$748,185.41**
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$2,141,364.63

Notary Public State of Florida
Anne-Marie James
My Commission HH 276959

State of: Florida County of: Duval
Subscribed and sworn before me this 25th day of January 2026
Notary Public:
My Commision expires: August 17, 2026

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 for by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.

AMOUNT CERTIFIED $748,185.41
ENGINEER: England-Thims & Miller, Inc.
BY: DATE: 2/26/2026

This Certificate is not negotiable. The AMOUNT CERTIF IED is payble only tothe Contractor named herin. Issuance, payment and acceptance of payments are without prejudice to any rights of the Owner or Contractor under this Contract

CONTRACTOR: Jax Utilities Management, Inc

By: Date: 1/25/2026

ENGINEERS CERTIFICATE 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 Engineers knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Project Number:
Project Name: CV4A & APF2
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

39.67

Period Ending: 01/25/26
Variance $0.00
Projected Final $24,724,963.22
Billings To Date $23,327,053.97
Remaining Billings $1,397,909.25

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
APF Road 2																	
MOBILIZATION AND SITE PREPARATION																	
Mobilizations	1.00	LS	23,100.00	$ 23,100.00	1.00		$ -		1.00	$ 23,100.00	-	$ -	1.00	$ 23,100.00	100%	0.000	$ -
Survey	1.00	LS	40,400.00	$ 40,400.00	1.00		$ -	-	1.00	$ 40,400.00	-	$ -	1.00	$ 40,400.00	100%	0.000	$ -
MOT	1.00	LS	500.00	$ 500.00	1.00		$ -		1.00	$ 500.00	-	$ -	1.00	$ 500.00	100%	0.000	$ -
Testing	1.00	LS	28,000.00	$ 28,000.00	1.00		$ -		1.00	$ 28,000.00	-	$ -	1.00	$ 28,000.00	100%	0.000	$ -
Total			$92,000.00	$ 92,000.00			$ -			$ 92,000.00		$0.00		$92,000.00	100.00%		$ -
CLEARING AND GRUBBING																	
Clearing	18.00	AC	6,400.00	$ 115,200.00	18.00		$ -		18.00	$ 115,200.00	-	$ -	18.00	$ 115,200.00	100%	0.000	$ -
Stripping	18.00	AC	3,570.00	$ 64,260.00	18.00		$ -		18.00	$ 64,260.00	-	$ -	18.00	$ 64,260.00	100%	0.000	$ -
Total				$ 179,460.00			$ -			$ 179,460.00		$0.00		$179,460.00	100.00%		$ -
STORMWATER MNGT.																	
Pond Excavation - TO APF PHASE TWO	39,100.00	CY	3.65	$ 142,715.00	39,100.00		$ -		39,100.00	$ 142,715.00	-	$ -	39,100.00	$ 142,715.00	100%	0.000	$ -
- TO APF 3 & SPREAD	33,400.00	CY	6.40	$ 213,760.00	33,400.00		$ -		33,400.00	$ 213,760.00	-	$ -	33,400.00	$ 213,760.00	100%	0.000	$ -
CLEAR STOCKPILE SITE	3.50	AC	9,770.00	$ 34,195.00	3.50		$ -		3.50	$ 34,195.00	-	$ -	3.50	$ 34,195.00	100%	0.000	$ -
EXCAVATE HAUL & PUSH STOCKPILE	102,400.00	CY	5.10	$ 522,240.00	102,400.00		$ -		102,400.00	$ 522,240.00	-	$ -	102,400.00	$ 522,240.00	100%	0.000	$ -
DEWATERING	174,900.00	CY	0.70	$ 122,430.00	174,900.00		$ -		174,900.00	$ 122,430.00	-	$ -	174,900.00	$ 122,430.00	100%	0.000	$ -
Total				$ 1,035,340.00			$ -			$ 1,035,340.00		$0.00		$1,035,340.00			$ -
EARTHWORK																	
Roadway Excavation - Spread Fill from Pond Ex	39,100.00	CY	1.10	$ 43,010.00	39,100.00		$ -		39,100.00	$ 43,010.00	-	$ -	39,100.00	$ 43,010.00	100%	0.000	$ -
Roadway Grading	1.00	LS	26,400.00	$ 26,400.00	1.00		$ -		1.00	$ 26,400.00	-	$ -	1.00	$ 26,400.00	100%	0.000	$ -
R/W Dress Up	7,240.00	LF	2.00	$ 14,480.00	7,240.00		$ -		7,240.00	$ 14,480.00	-	$ -	7,240.00	$ 14,480.00	100%	0.000	$ -
Total				$ 83,890.00			$0.00			$ 83,890.00		$0.00		$83,890.00	100.00%		$ -
ROADWAY CONSTRUCTION																	
Type C Curb	3,120.000	LF	$ 25.50	$ 79,560.00	3,120.00		$ -		3,120.00	$ 79,560.00	-	$ -	3,120.00	$ 79,560.00	100%	0.000	$ -
Standard Curb	4,120.000	SY	$ 24.00	$ 98,880.00	4,120.00		$ -		4,120.00	$ 98,880.00	-	$ -	4,120.00	$ 98,880.00	100%	0.000	$ -
Valley Gutter	50.000	SY	$ 65.00	$ 3,250.00	50.00		$ -		50.00	$ 3,250.00	-	$ -	50.00	$ 3,250.00	100%	0.000	$ -
8" Base	9,700.000	SY	$ 19.50	$ 189,150.00	9,700.00		$ -		9,700.00	$ 189,150.00	-	$ -	9,700.00	$ 189,150.00	100%	0.000	$ -
12" Stabilized Subgrade	11,300.000	SY	$ 7.60	$ 85,880.00	11,300.00		$ -		11,300.00	$ 85,880.00	-	$ -	11,300.00	$ 85,880.00	100%	0.000	$ -
Asphalt 1.5" SP 12.5 - FIRST LIFT	9,700.000	LS	$ 15.00	$ 145,500.00	9,700.00		$ -		9,700.00	$ 145,500.00	-	$ -	9,700.00	$ 145,500.00	100%	0.000	$ -
Prime	9,700.000	SY	$ 4.00	$ 38,800.00	9,700.00		$ -		9,700.00	$ 38,800.00	-	$ -	9,700.00	$ 38,800.00	100%	0.000	$ -
Striping	1.000	LS	$ 36,300.00	$ 36,300.00	1.00		$ -		1.00	$ 36,300.00	-	$ -	1.00	$ 36,300.00	100%	0.000	$ -
Sidewalk	2,260.000	SY	$ 62.00	$ 140,120.00	1,808.00	452.00	$ 28,024.00		2,260.00	$ 140,120.00	-	$ -	2,260.00	$ 140,120.00	100%	0.000	$ -
Handicap Ramps	4.000	EA	$ 2,300.00	$ 9,200.00	-	4.00	$ 9,200.00		4.00	$ 9,200.00	-	$ -	4.00	$ 9,200.00	100%	0.000	$ -
Total				$ 826,640.00			$37,224.00	$0.00		$ 826,640.00		$0.00		$826,640.00	100.00%		$ -
STORM DRAINAGE SYSTEM																	
18" RCP	497.000	LF	$ 62.04	$ 30,832.20	497.00		$ -	6,442.80	497.00	$ 37,275.00	-	$ -	497.00	$ 37,275.00	100%	0.000	$ -
24" RCP	62.000	LF	$ 57.23	$ 3,548.40	62.00		$ -	3,209.60	62.00	$ 6,758.00	-	$ -	62.00	$ 6,758.00	100%	0.000	$ -
30" RCP	525.000	LF	$ 107.23	$ 56,296.40	525.00		$ -	34,003.60	525.00	$ 90,300.00	-	$ -	525.00	$ 90,300.00	100%	0.000	$ -
36" RCP	114.000	LF	$ 168.00	$ 19,152.00	114.00		$ -	8,550.00	114.00	$ 27,702.00	-	$ -	114.00	$ 27,702.00	100%	0.000	$ -
42" RCP	363.000	LF	$ 302.00	$ 109,626.00	363.00		$ -	33,618.00	363.00	$ 143,244.00	-	$ -	363.00	$ 143,244.00	100%	0.000	$ -
48" RCP	99.000	LF	$ 366.00	$ 36,234.00	99.00		$ -		99.00	$ 36,234.00	-	$ -	99.00	$ 36,234.00	100%	0.000	$ -
Segmented Retaining Wall at Sta. 79+00	241.000	LF	$ 300.00	$ 72,300.00	-		$ -		-	$ -	241.00	$ 72,300.00	241.00	$ 72,300.00	0%	0.000	$ -
12"/15"/18" MES	4.000	EA	$ 449.00	$ 1,796.00	4.00		$ -	2,604.00	4.00	$ 4,400.00	-	$ -	4.00	$ 4,400.00	100%	0.000	$ -
30" MES	1.000	EA	$ 652.00	$ 652.00	1.00		$ -	1,748.00	1.00	$ 2,400.00	-	$ -	1.00	$ 2,400.00	100%	0.000	$ -
36" MES	1.000	EA	$ 630.00	$ 630.00	1.00		$ -	2,370.00	1.00	$ 3,000.00	-	$ -	1.00	$ 3,000.00	100%	0.000	$ -
48" MES	1.000	EA	$ 25,400.00	$ 25,400.00	1.00		$ -		1.00	$ 25,400.00	-	$ -	1.00	$ 25,400.00	100%	0.000	$ -
Adjustments	17.000	EA	$ 750.00	$ 12,750.00	17.00		$ -		17.00	$ 12,750.00	-	$ -	17.00	$ 12,750.00	100%	0.000	$ -
Curb Inlets	11.000	EA	$ 5,859.00	$ 64,449.00	11.00		$ -	37,851.00	11.00	$ 102,300.00	-	$ -	11.00	$ 102,300.00	100%	0.000	$ -
TV Storm Drain	1,660.000	LF	$ 19.00	$ 31,540.00	1,660.00		$ -		1,660.00	$ 31,540.00	-	$ -	1,660.00	$ 31,540.00	100%	0.000	$ -
Underdrain Stubs	440.000	LF	$ 17.45	$ 7,679.00	440.00		$ -	8,601.00	440.00	$ 16,280.00	-	$ -	440.00	$ 16,280.00	100%	0.000	$ -
Type E Inlet	2.000	EA	$ 3,752.00	$ 7,504.00	2.00		$ -	6,496.00	2.00	$ 14,000.00	-	$ -	2.00	$ 14,000.00	100%	0.000	$ -
Type H Inlet	2.000	EA	$ 6,013.00	$ 12,026.00	2.00		$ -	9,974.00	2.00	$ 22,000.00	-	$ -	2.00	$ 22,000.00	100%	0.000	$ -
Manholes	2.000	EA	$ 5,318.50	$ 10,637.00	2.00		$ -	8,163.00	2.00	$ 18,800.00	-	$ -	2.00	$ 18,800.00	100%	0.000	$ -
12' x 6' Box Culvert	200.000	LF	$ 2,018.00	$ 403,600.00	200.00		$ -	315,469.00	200.00	$ 719,069.00	-	$ -	200.00	$ 719,069.00	100%	0.000	$ -
Retaining Wall with Box Culvert Headwalls				$ -	-		$ -		-	$ -	-	$ -	-	$ -		0.000	$ -

Project Number:
Project Name: CV4A & APF2
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

39.67

Period Ending: 01/25/26
Variance $0.00
Projected Final $24,724,963.22
Billings To Date $23,327,053.97
Remaining Billings $1,397,909.25

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
Excavation & Backfill	1.000	LS	$ 273,000.00	$ 273,000.00	1.00		$ -		1.00	$ 273,000.00	-	$ -	1.00	$ 273,000.00	100%	0.000	$ -
Wall Construction	1.000	LS	$ 880,000.00	$ 880,000.00	1.00		$ -		1.00	$ 880,000.00	-	$ -	1.00	$ 880,000.00	100%	0.000	$ -
Total	0.000			$ 2,059,852.00			$0.00	$479,100.00		$1,468,452.00		$72,900.00		$2,538,752.00	97.15%		$ -
PAVING & DRAINAGE AS-BUILTS																	
Paving & Drainage As-Builts	1.000	LS	$ 25,000.00	$ 25,000.00	-	0.50	$ 12,500.00		0.50	$ 12,500.00	0.50	$ 12,500.00	1.00	$ 25,000.00	50%		$ -
Total				$ 25,000.00			$12,500.00			$12,500.00		$12,500.00		$25,000.00	50.00%		$ -
WATER DISTRIBUTION SYSTEM																	
12" Watermain (incl fittings, T's, bends)	2,330.000	LF	$ 85.80	$ 199,908.80	2,330.00		$ -	156,581.20	2,330.00	$ 356,490.00	-	$ -	2,330.00	$ 356,490.00	100%	0.000	$ -
Tie ins	1.000	EA	$ 5,500.00	$ 5,500.00	1.00		$ -		1.00	$ 5,500.00	-	$ -	1.00	$ 5,500.00	100%	0.000	$ -
Fire Hydrants w/ Gate Valve	2.000	EA	$ 5,500.00	$ 11,000.00	2.00		$ -		2.00	$ 11,000.00	-	$ -	2.00	$ 11,000.00	100%	0.000	$ -
Flushing Hydrants	2.000	EA	$ 2,000.00	$ 4,000.00	2.00		$ -		2.00	$ 4,000.00	-	$ -	2.00	$ 4,000.00	100%	0.000	$ -
Services - 2" Service to Lift Station	1.000	EA	$ 2,400.00	$ 2,400.00	1.00		$ -		1.00	$ 2,400.00	-	$ -	1.00	$ 2,400.00	100%	0.000	$ -
Test and Chlorinate	2,330.000	LF	$ 1.50	$ 3,495.00	0.50	2,330.00	$ 3,495.00		2,330.50	$ 3,495.75	(0.50)	$ (0.75)	2,330.00	$ 3,495.00	100%	0.000	$ -
Total				$ 226,303.80			$3,495.00	$156,581.20		$382,885.75		-$0.75		$382,895.00	100.00%		$ -
SANITARY SEWER SYSTEM																	
8" Sewer Main	1,568.000	LF	$ 64.87	$ 101,716.16	1,568.00		$ -	20,587.84	1,568.00	$ 122,304.00	-	$ -	1,568.00	$ 122,304.00	100%	0.000	$ -
Manholes	9.000	EA	$ 8,105.11	$ 72,946.00	9.00		$ -	60,467.00	9.00	$ 133,413.00	-	$ -	9.00	$ 133,413.00	100%	0.000	$ -
Dewater	1.000	LF	$ 82,000.00	$ 82,000.00	1.00		$ -		1.00	$ 82,000.00	-	$ -	1.00	$ 82,000.00	100%	0.000	$ -
Adjustments	1.000	EA	$ 12,000.00	$ 12,000.00	1.00		$ -		1.00	$ 12,000.00	-	$ -	1.00	$ 12,000.00	100%	0.000	$ -
TV Testing	1,568.000	LF	$ 18.00	$ 28,224.00	1,568.00		$ -		1,568.00	$ 28,224.00	-	$ -	1,568.00	$ 28,224.00	100%	0.000	$ -
Benchdown & Backfill	1.000	LS	$ 27,000.00	$ 27,000.00	1.00		$ -		1.00	$ 27,000.00	-	$ -	1.00	$ 27,000.00	100%	0.000	$ -
Total				$ 323,886.16			$0.00	$81,054.84		$404,941.00				$404,941.00	100.00%		$ -
LIFT STATION & FORCEMAIN																	
Wetwell	1.000	LS	$ 229,309.00	$ 229,309.00	1.00			62,691.00	1.00	$ 292,000.00	(0.00)	$ (0.00)	1.00	$ 292,000.00	100%	0.000	$ -
Pumps & Panel	1.000	LS	$ 174,000.00	$ 174,000.00	1.00		$ -	-	1.00	$ 174,000.00	-	$ -	1.00	$ 174,000.00	100%	0.000	$ -
Fence	1.000	LS	$ 19,300.00	$ 19,300.00	1.00		$ -	-	1.00	$ 19,300.00	-	$ -	1.00	$ 19,300.00	100%	0.000	$ -
Concrete Paving, Stone, & Sitework	1.000	LS	$ 54,000.00	$ 54,000.00	1.00		$ -	-	1.00	$ 54,000.00	-	$ -	1.00	$ 54,000.00	100%	0.000	$ -
Electric	1.000	LS	$ 54,000.00	$ 54,000.00	1.00		$ -	-	1.00	$ 54,000.00	-	$ -	1.00	$ 54,000.00	100%	0.000	$ -
Start-Up & Test	1.000	LS	$ 8,500.00	$ 8,500.00	1.00		$ -	-	1.00	$ 8,500.00	-	$ -	1.00	$ 8,500.00	100%	0.000	$ -
6" Forcemain	1,443.000	LF	$ 43.36	$ 62,567.60	1,443.00		$ -	28,341.40	1,443.00	$ 90,909.00	-	$ -	1,443.00	$ 90,909.00	100%	0.000	$ -
ARV Valve & Vault	1.000	LS	$ 1,642.00	$ 1,642.00	1.00		$ -	6,758.40	1.00	$ 8,400.40	-	$ -	1.00	$ 8,400.40	100%	0.000	$ -
Testing	1.000	LS	$ 1,800.00	$ 1,800.00	1.00		$ -	-	1.00	$ 1,800.00	-	$ -	1.00	$ 1,800.00	100%	0.000	$ -
Total				$ 605,118.60			$0.00	$97,790.80		$702,909.40		$0.00		$702,809.40	100.00%		$ -
WATER & SEWER AS-BUILTS																	
Water & Sewer As-Builts	1.000	LS	$ 32,000.00	$ 32,000.00	1.00		$ -		1.00	$ 32,000.00	-	$ -	1.00	$ 32,000.00	100%	0.000	$ -
Total				$ 32,000.00			$ -			$ 32,000.00		$0.00		$32,000.00	100.00%		$ -
ELECTRIC ALLOWANCE																	
Clay Electric Allowance per Bid Docs	1.000	LS	$ 150,000.00	$ 150,000.00	1.00		$ -		1.00	$ 149,778.00	0.00	$ 222.00	1.00	$ 150,000.00	100%	0.000	$ -
Total				$ 150,000.00			$0.00			$149,778.00				$150,000.00	99.85%		$ -
SEEDING & SOD																	
Grassing - R/W	16,500.000	SY	$ 0.80	$ 13,200.00	14,850.00		$ -		14,850.00	$ 11,880.00	1,650.00	$ 1,320.00	16,500.00	$ 13,200.00	90%	0.000	$ -
Sod - Ponds	28,700.000	SY	$ 4.75	$ 136,325.00	28,700.00		$ -		28,700.00	$ 136,325.00	-	$ -	28,700.00	$ 136,325.00	100%	0.000	$ -
Sod - R/W Slope	12,800.000	SY	$ 4.75	$ 60,800.00	12,800.00		$ -		12,800.00	$ 60,800.00	-	$ -	12,800.00	$ 60,800.00	100%	0.000	$ -
Sod - BOC	1,500.000	SY	$ 4.75	$ 7,125.00	1,500.00		$ -		1,500.00	$ 7,125.00	-	$ -	1,500.00	$ 7,125.00	100%	0.000	$ -
Total				$ 217,450.00			$0.00			$216,130.00		$1,320.00		$217,450.00	99.39%		$ -
EROSION CONTROL																	
Erosion Control NPDES	1.000	LS	$ 19,500.00	$ 19,500.00	1.00		$ -	-	1.00	$ 19,500.00	-	$ -	1.00	$ 19,500.00	100%	0.000	$ -
Silt Fence	8,000.000	LF	$ 5.00	$ 40,000.00	8,000.00		$ -	-	8,000.00	$ 40,000.00	-	$ -	8,000.00	$ 40,000.00	100%	0.000	$ -
Construction Entrance	1.000	LS	$ 9,900.00	$ 9,900.00	1.00		$ -	-	1.00	$ 9,900.00	-	$ -	1.00	$ 9,900.00	100%	0.000	$ -
Inlet Protection	17.000	EA	$ 700.00	$ 11,900.00	17.00		$ -	-	17.00	$ 11,900.00	-	$ -	17.00	$ 11,900.00	100%	0.000	$ -
Turbidity Control	1.000	LS	$ 32,000.00	$ 32,000.00	1.00		$ -	-	1.00	$ 32,000.00	-	$ -	1.00	$ 32,000.00	100%	0.000	$ -
Total				$ 113,300.00			$0.00			$113,300.00				$113,300.00	100.00%		$ -
STORMWATER POLLUTION PLAN																	
SWPPP	1.000	LS	$ 5,000.00	$ 5,000.00	1.00		$ -	-	1.00	$ 5,000.00	-	$ -	1.00	$ 5,000.00	100%	0.000	$ -

Project Number:
Project Name: CV4A & APF2
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Contract Number:
For Month Ending: 1/25/2026

39.67

Period Ending: 01/25/26
Variance $0.00
Projected Final $24,724,963.22
Billings To Date $23,327,053.97
Remaining Billings $1,397,909.25

Bid Items	Original Contract Amt Qty	UM	Unit Price	L&E Total Amount	Prev. Quantity	Current Quantity	Current Amount	Materials Amount	To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Projection vs. Original Variance at Completion Amount
Total				$ 5,000.00			$ -			$ 5,000.00		$0.00		$5,000.00	100.00%		$ -
BOND																	
Payment & Performance Bonds	1.000	LS	$ 98,500.00	$ 98,500.00	1.00		$ -		1.00	$ 98,500.00	-	$ -	1.00	$ 98,500.00	100%	0.000	$ -
Contractor Warranty	1.000	LS	$ 48,700.00	$ 48,700.00	-		$ -		-	$ -	1.00	$ 48,700.00	1.00	$ 48,700.00	0%	0.000	$ -
Total				$ 147,200.00			$ -			$ 98,500.00		$48,700.00		$147,200.00	66.92%		$ -
Bid Alternates																	
HP for RCP	1.000	LS	$ (13,474.00)	$ (13,474.00)	1.00		$ -		1.00	$ (13,474.00)	-	$ -	1.00	$ (13,474.00)	100%	0.000	$ -
Total				$ (13,474.00)			$ -			$ (13,474.00)		$0.00		-$13,474.00	100.00%		$ -

CHANGE ORDERS	Original Qty	UM	Unit Price	Total Amount	To Date Quantity	Current Quantity	Current Amount	Materials Amount	To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Projection vs. Original Variance at Completion Amount
Change Order 1																	
ODP American Precast	1.000	LS	$ (523,192.00)	$ (523,192.00)	1.00		$ -		1.00	$ (523,192.00)	-	$ -	1.00	$ (523,192.00)	100%	0.000	$ -
ODP Ferguson	1.000	LS	$ (205,510.84)	$ (205,510.84)	1.00		$ -		1.00	$ (205,510.84)	-	$ -	1.00	$ (205,510.84)	100%	0.000	$ -
County Materials	1.000	LS	$ (85,824.00)	$ (85,824.00)	1.00		$ -		1.00	$ (85,824.00)	-	$ -	1.00	$ (85,824.00)	100%	0.000	$ -
Sheet Pile Walls (above contract value)	1.000	LS	$ 826,967.14	$ 826,967.14	1.00		$ -		1.00	$ 826,967.14	-	$ -	1.00	$ 826,967.14	100%	0.000	$ -
Sleeves & Electric True-Up	1.000	LS	$ (118,598.52)	$ (118,598.52)	1.00		$ -		1.00	$ (118,598.52)	-	$ -	1.00	$ (118,598.52)	100%	0.000	$ -
Area 6 Credit	1.000	LS	$ (1,296,515.00)	$ (1,296,515.00)	1.00		$ -		1.00	$ (1,296,515.00)	-	$ -	1.00	$ (1,296,515.00)	100%	0.000	$ -
60" Headwall	1.000	LS	$ 53,000.00	$ 53,000.00	-	1.00	$ 53,000.00		1.00	$ 53,000.00	-	$ -	1.00	$ 53,000.00	100%	0.000	$ -
Creek Crossing	1.000	LS	$ 1,191,923.00	$ 1,191,923.00	1.00		$ -		1.00	$ 1,191,923.00	-	$ -	1.00	$ 1,191,923.00	100%	0.000	$ -
Change Order Totals				$ (157,750.22)			$ 53,000.00	0.000		-$157,750.22		$ -		$ (157,750.22)			$ -
APF Road 2				$6,108,766.56			$106,219.00	$814,526.84		$6,630,501.93		$134,819.25		$6,765,543.18			$0.00

Phase 1a Contract w/ Materials	$6,923,293.40

APF 2 Change Orders w/ Materials	
	-$157,750.22

6,936,767.40
6,702,467.00
234,300.40

Bid Items	Original Contract Amt Qty	UM	Unit Price	L&E Total Amount	To Date Quantity	Current Quantity	Current Amount	Materials Amount	To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Projection vs. Original Variance at Completion Amount
Creekview 4A																	
MOBILIZATION AND SITE PREPARATION																	
Mobilizations	1.00	LS	19,500.00	$ 19,500.00	1.00		$ -		1.00	$ 19,500.00	-	$ -	1.00	$ 19,500.00	100%	0.000	$ -
Survey	1.00	LS	42,000.00	$ 42,000.00	1.00		$ -		1.00	$ 42,000.00	-	$ -	1.00	$ 42,000.00	100%	0.000	$ -
MOT	1.00	LS	4,700.00	$ 4,700.00	1.00		$ -		1.00	$ 4,700.00	-	$ -	1.00	$ 4,700.00	100%	0.000	$ -
Testing	1.00	LS	30,500.00	$ 30,500.00	1.00		$ -		1.00	$ 30,500.00	-	$ -	1.00	$ 30,500.00	100%	0.000	$ -
Total				$ 96,700.00			$ -			$ 96,700.00		$0.00		$96,700.00	100.00%		$ -
CLEARING AND GRUBBING																	
Clearing	55.00	AC	6,400.00	$ 352,000.00	55.00		$ -		55.00	$ 352,000.00	-	$ -	55.00	$ 352,000.00	100%	0.000	$ -
Stripping	44,600.00	CY	3.80	$ 169,480.00	44,600.00		$ -		44,600.00	$ 169,480.00	-	$ -	44,600.00	$ 169,480.00	100%	0.000	$ -
Total				$ 521,480.00			$ -			$ 521,480.00		$0.00		$521,480.00	100.00%		$ -
EARTHWORK																	
Pond Excavation	159,500.00	CY	4.60	$ 733,700.00	159,500.00		$ -		159,500.00	$ 733,700.00	-	$ -	159,500.00	$ 733,700.00	100%	0.000	$ -
Lot Fill	104,000.00	CY	1.10	$ 114,400.00	104,000.00		$ -		104,000.00	$ 114,400.00	-	$ -	104,000.00	$ 114,400.00	100%	0.000	$ -
Lot Pads	153.00	EA	330.00	$ 50,490.00	153.00		$ -		153.00	$ 50,490.00	-	$ -	153.00	$ 50,490.00	100%	0.000	$ -
As Builts	1.00	LS	9,000.00	$ 9,000.00	1.00		$ -		1.00	$ 9,000.00	-	$ -	1.00	$ 9,000.00	100%	0.000	$ -
Total				$ 907,590.00			$ -			$ 907,590.00		$0.00		$907,590.00	100.00%		$ -
ROADWAY CONSTRUCTION																	
Grading - Rough	1.000	LS	$ 21,900.00	$ 21,900.00	1.00		$ -		1.00	$ 21,900.00	-	$ -	1.00	$ 21,900.00	100%	0.000	$ -
Grading - Fine	1.000	LS	$ 17,900.00	$ 17,900.00	1.00		$ -		1.00	$ 17,900.00	-	$ -	1.00	$ 17,900.00	100%	0.000	$ -

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39.67

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Projected Final $24,724,963.22
Billings To Date $23,327,053.97
Remaining Billings $1,397,909.25

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
Dress Up	1.000	LS	$ 27,700.00	$ 27,700.00	1.00		$ -		1.00	$ 27,700.00	-	$ -	1.00	$ 27,700.00	100%	0.000	$ -
Miami Curb (incl backfill)	13,100.000	LF	$ 15.00	$ 196,500.00	13,100.00		$ -		13,100.00	$ 196,500.00	-	$ -	13,100.00	$ 196,500.00	100%	0.000	$ -
Standard Curb (incl backfill)	340.000	LF	$ 35.00	$ 11,900.00	340.00		$ -		340.00	$ 11,900.00	-	$ -	340.00	$ 11,900.00	100%	0.000	$ -
6" Roadwa vBase (Crushcrete)	18,500.000	SY	$ 15.70	$ 290,450.00	18,500.00		$ -		18,500.00	$ 290,450.00	-	$ -	18,500.00	$ 290,450.00	100%	0.000	$ -
12" Stabilized Subgrade	21,450.000	SY	$ 7.60	$ 163,020.00	21,450.00		$ -		21,450.00	$ 163,020.00	-	$ -	21,450.00	$ 163,020.00	100%	0.000	$ -
Asphalt 1" (1st Lift) ONLY	18,500.000	SY	$ 14.65	$ 271,025.00	18,500.00		$ -		18,500.00	$ 271,025.00	-	$ -	18,500.00	$ 271,025.00	100%	0.000	$ -
Prime	18,500.000	SY	$ 2.50	$ 46,250.00	18,500.00		$ -		18,500.00	$ 46,250.00	-	$ -	18,500.00	$ 46,250.00	100%	0.000	$ -
Stripes & Signs	1.000	LS	$ 15,000.00	$ 15,000.00	1.00		$ -		1.00	$ 15,000.00	-	$ -	1.00	$ 15,000.00	100%	0.000	$ -
Sidewalks	189.000	SY	$ 77.00	$ 14,553.00	189.00		$ -		189.00	$ 14,553.00	-	$ -	189.00	$ 14,553.00	100%	0.000	$ -
HC Ramps	14.000	EA	$ 2,300.00	$ 32,200.00	14.00		$ -		14.00	$ 32,200.00	-	$ -	14.00	$ 32,200.00	100%	0.000	$ -
Total				$ 1,108,398.00			$ -			$ 1,108,398.00		$0.00		$1,108,398.00	100.00%		$ -
STORM DRAINAGE SYSTEM																	
Curb Inlets	29.000	EA	$ 4,139.21	$ 120,037.00	29.00		$ -	94,563.00	29.00	$ 214,600.00	-	$ -	29.00	$ 214,600.00	100%	0.000	$ -
Manholes	9.000	EA	$ 3,292.11	$ 29,629.00	9.00		$ -	20,771.00	9.00	$ 50,400.00	-	$ -	9.00	$ 50,400.00	100%	0.000	$ -
15" RCP	48.000	LF	$ 32.90	$ 1,579.20	48.00		$ -	1,296.00	48.00	$ 2,875.20	-	$ -	48.00	$ 2,875.20	100%	0.000	$ -
RCP 18"	1,095.000	LF	$ 68.22	$ 74,702.00	1,095.00		$ -	38,926.40	1,095.00	$ 113,628.40	-	$ -	1,095.00	$ 113,628.40	100%	0.000	$ -
RCP 24"	2,148.000	LF	$ 84.81	$ 182,164.00	2,148.00		$ -	119,858.40	2,148.00	$ 302,022.40	-	$ -	2,148.00	$ 302,022.40	100%	0.000	$ -
RCP 30"	1,589.000	LF	$ 112.43	$ 178,656.00	1,589.00		$ -	135,859.50	1,589.00	$ 314,515.50	-	$ -	1,589.00	$ 314,515.50	100%	0.000	$ -
RCP 36"	173.000	LF	$ 170.67	$ 29,525.80	173.00		$ -	20,241.00	173.00	$ 49,766.80	-	$ -	173.00	$ 49,766.80	100%	0.000	$ -
RCP 42"	611.000	LF	$ 193.00	$ 117,923.00	611.00		$ -	96,232.50	611.00	$ 214,155.50	-	$ -	611.00	$ 214,155.50	100%	0.000	$ -
Type E Inlets	6.000	EA	$ 4,222.00	$ 25,332.00	6.00		$ -	16,668.00	6.00	$ 42,000.00	-	$ -	6.00	$ 42,000.00	100%	0.000	$ -
Type H Inlets	3.000	EA	$ 6,523.00	$ 19,569.00	3.00		$ -	23,331.00	3.00	$ 42,900.00	-	$ -	3.00	$ 42,900.00	100%	0.000	$ -
12", 15" & 18" MES	4.000	EA	$ 599.00	$ 2,396.00	4.00		$ -	3,604.00	4.00	$ 6,000.00	-	$ -	4.00	$ 6,000.00	100%	0.000	$ -
24" MES	6.000	EA	$ 837.00	$ 5,022.00	6.00		$ -	8,178.00	6.00	$ 13,200.00	-	$ -	6.00	$ 13,200.00	100%	0.000	$ -
30" MES	4.000	EA	$ 1,152.00	$ 4,608.00	4.00		$ -	6,992.00	4.00	$ 11,600.00	-	$ -	4.00	$ 11,600.00	100%	0.000	$ -
15" HDPE	125.000	LF	$ 31.61	$ 3,951.80	125.00		$ -	2,923.20	125.00	$ 6,875.00	-	$ -	125.00	$ 6,875.00	100%	0.000	$ -
24" HDPE	180.000	LF	$ 66.78	$ 12,020.40	180.00		$ -	7,239.60	180.00	$ 19,260.00	-	$ -	180.00	$ 19,260.00	100%	0.000	$ -
30" HDPE	185.000	LF	$ 58.45	$ 10,813.60	185.00		$ -	17,676.40	185.00	$ 28,490.00	-	$ -	185.00	$ 28,490.00	100%	0.000	$ -
Dewatering	1.000	LS	$ 77,000.00	$ 77,000.00	1.00		$ -		1.00	$ 77,000.00	-	$ -	1.00	$ 77,000.00	100%	0.000	$ -
Double Curb Inlets	11.000	EA	$ 1,198.82	$ 13,187.00	11.00		$ -	73,713.00	11.00	$ 86,900.00	-	$ -	11.00	$ 86,900.00	100%	0.000	$ -
Top Adjustments	63.000	EA	$ 450.00	$ 28,350.00	63.00		$ -		63.00	$ 28,350.00	-	$ -	63.00	$ 28,350.00	100%	0.000	$ -
42" MES	3.000	EA	$ 18,900.00	$ 56,700.00	3.00		$ -		3.00	$ 56,700.00	-	$ -	3.00	$ 56,700.00	100%	0.000	$ -
12" PVC	66.000	LF	$ 7.00	$ 462.22	66.00		$ -	2,573.78	66.00	$ 3,036.00	-	$ -	66.00	$ 3,036.00	100%	0.000	$ -
Type C Inlets	5.000	EA	$ 3,073.60	$ 15,368.00	5.00		$ -	14,132.00	5.00	$ 29,500.00	-	$ -	5.00	$ 29,500.00	100%	0.000	$ -
12' x 5' Box Culvert	122.000	LF	$ 2,272.00	$ 277,184.00	122.00		$ -	227,506.02	122.00	$ 504,690.02	-	$ -	122.00	$ 504,690.02	100%	0.000	$ -
Box Culvert Wingwalls	2.000	EA	$ 218,000.00	$ 436,000.00	2.00		$ -		2.00	$ 436,000.00	-	$ -	2.00	$ 436,000.00	100%	0.000	$ -
24" Headwall	1.000	EA	$ 2,814.00	$ 2,814.00	1.00		$ -	2,186.00	1.00	$ 5,000.00	-	$ -	1.00	$ 5,000.00	100%	0.000	$ -
TV Inspection	6,225.000	LF	$ 19.00	$ 118,275.00	6,225.00		$ -		6,225.00	$ 118,275.00	-	$ -	6,225.00	$ 118,275.00	100%	0.000	$ -
Total	0.000			$ 1,883,697.02			$ -	$ 984,470.80		$ 2,777,739.82		$0.00		$2,777,739.82	100.00%		$ -
ROADWAY UNDERDRAIN																	
Roadway Underdrain	1,600.000	LF	$ 30.78	$ 49,243.80	1,600.00		$ -	9,956.20	1,600.00	$ 59,200.00	-	$ -	1,600.00	$ 59,200.00	100%		$ 9,956.20
Clean Outs	80.000	EA	$ 380.00	$ 30,400.00	80.00		$ -		80.00	$ 30,400.00	-	$ -	80.00	$ 30,400.00	100%		$ -
Total				$ 79,643.80			$ -	9,956.20		$ 89,600.00		$ -		$ 89,600.00	100.00%		$ -
PAVING & DRAINAGE AS-BUILTS																	
Paving & Drainage As-Builts	1.000	LS	$ 22,000.00	$ 22,000.00	1.00		$ -		1.00	$ 22,000.00	-	$ -	1.00	$ 22,000.00	100%		$ -
Total				$ 22,000.00			$ -			$ 22,000.00		$0.00		$22,000.00	100.00%		$ -
WATER DISTRIBUTION SYSTEM																	
8" Watermain (incl fittings, T's, bends)	6,567.000	LF	$ 43.56	$ 286,063.60	6,567.00		$ -	141,667.00	6,567.00	$ 427,730.60	-	$ -	6,567.00	$ 427,730.60	100%	0.000	$ -
6" Watermain (incl fittings, T's, bends)	110.000	LF	$ 12.72	$ 1,399.00	110.00		$ -	2,781.00	110.00	$ 4,180.00	-	$ -	110.00	$ 4,180.00	100%	0.000	$ -
8" Gate Valve	16.000	EA	$ 368.94	$ 5,903.00	16.00		$ -	21,860.00	16.00	$ 27,763.00	-	$ -	16.00	$ 27,763.00	100%	0.000	$ -
6" Gate Valve	11.000	EA	$ 710.55	$ 7,816.00	11.00		$ -	10,884.00	11.00	$ 18,700.00	-	$ -	11.00	$ 18,700.00	100%	0.000	$ -
Tie Ins	4.000	EA	$ 2,700.00	$ 10,800.00	4.00		$ -		4.00	$ 10,800.00	-	$ -	4.00	$ 10,800.00	100%	0.000	$ -
Fire Hydrant	11.000	EA	$ 2,249.82	$ 24,748.00	11.00		$ -	33,552.00	11.00	$ 58,300.00	-	$ -	11.00	$ 58,300.00	100%	0.000	$ -
Flushing Hydrants	2.000	EA	$ 2,117.50	$ 4,235.00	2.00		$ -	1,165.00	2.00	$ 5,400.00	-	$ -	2.00	$ 5,400.00	100%	0.000	$ -
Services	153.000	EA	$ 588.49	$ 90,039.00	153.00		$ -	47,661.00	153.00	$ 137,700.00	-	$ -	153.00	$ 137,700.00	100%	0.000	$ -
Test and Chlorinate	6,677.000	LF	$ 3.00	$ 20,031.00	3,338.50	3,338.50	$ 10,015.50		6,677.00	$ 20,031.00	-	$ -	6,677.00	$ 20,031.00	100%	0.000	$ -
Adjustments	1.000	LS	$ 17,500.00	$ 17,500.00	1.00		$ -		1.00	$ 17,500.00	-	$ -	1.00	$ 17,500.00	100%	0.000	$ -
Total				$ 468,534.60			$ 10,015.50	$ 259,570.00		$ 728,104.60		$0.00		$728,104.60	100.00%		$ -
REUSE WATER DISTRIBUTION SYSTEM																	

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For Month Ending: 1/25/2026

39.67

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Projected Final $24,724,963.22
Billings To Date $23,327,053.97
Remaining Billings $1,397,909.25

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
8" Main & Fittings	6,998.000	LF	$ 43.81	$ 306,560.80	6,998.00		$ -	154,049.20	6,998.00	$ 460,610.00	-	$ -	6,998.00	$ 460,610.00	100%	0.000	$ -
8" Gate Valve	16.000	EA	$ 524.13	$ 8,386.00	16.00		$ -	20,174.00	16.00	$ 28,560.00	-	$ -	16.00	$ 28,560.00	100%	0.000	$ -
Flush Hydrant	2.000	EA	$ 1,385.00	$ 2,770.00	2.00		$ -	2,330.00	2.00	$ 5,100.00	-	$ -	2.00	$ 5,100.00	100%	0.000	$ -
Testing	6,998.000	LF	$ 2.00	$ 13,996.00	6,998.00		$ -		6,998.00	$ 13,996.00	-	$ -	6,998.00	$ 13,996.00	100%	0.000	$ -
Adjustments	1.000	LS	$ 15,000.00	$ 15,000.00	1.00		$ -		1.00	$ 15,000.00	-	$ -	1.00	$ 15,000.00	100%	0.000	$ -
Services	156.000	EA	$ 526.94	$ 82,203.00	156.00		$ -	84,140.00	156.00	$ 166,343.00	-	$ -	156.00	$ 166,343.00	100%	0.000	$ -
Total				$ 428,915.80			$ -	$ 260,693.20		$ 689,609.00		$0.00		$689,609.00	100.00%		$ -
SANITARY SEWER SYSTEM																	
8" Sewer Main	5,496.000	LF	$ 41.07	$ 225,747.48	5,496.00		$ -	118,015.52	5,496.00	$ 343,763.00	-	$ -	5,496.00	$ 343,763.00	100%	0.000	$ -
Sewer Services	153.000	EA	$ 800.00	$ 122,400.00	153.00		$ -		153.00	$ 122,400.00	-	$ -	153.00	$ 122,400.00	100%	0.000	$ -
Manholes	31.000	EA	$ 8,773.52	$ 271,979.00	31.00		$ -	32,713.00	31.00	$ 304,692.00	-	$ -	31.00	$ 304,692.00	100%	0.000	$ -
Dewater	1.000	LS	$ 98,500.00	$ 98,500.00	1.00		$ -		1.00	$ 98,500.00	-	$ -	1.00	$ 98,500.00	100%	0.000	$ -
Benchdown & Backfill	1,500.000	LF	$ 30.00	$ 45,000.00	1,500.00		$ -		1,500.00	$ 45,000.00	-	$ -	1,500.00	$ 45,000.00	100%	0.000	$ -
Adjustments	1.000	LS	$ 14,500.00	$ 14,500.00	1.00		$ -		1.00	$ 14,500.00	-	$ -	1.00	$ 14,500.00	100%	0.000	$ -
Force Main - 8"	2,714.000	LF	$ 54.19	$ 147,059.60	2,714.00		$ -	67,382.40	2,714.00	$ 214,442.00	-	$ -	2,714.00	$ 214,442.00	100%	0.000	$ -
Adjustments	1.000	LS	$ 4,500.00	$ 4,500.00	1.00		$ -		1.00	$ 4,500.00	-	$ -	1.00	$ 4,500.00	100%	0.000	$ -
TV Inspection	5,496.000	LF	$ 18.00	$ 98,928.00	5,496.00		$ -		5,496.00	$ 98,928.00	-	$ -	5,496.00	$ 98,928.00	100%	0.000	$ -
Testing	2,714.000	LF	$ 2.00	$ 5,428.00	2,714.00		$ -		2,714.00	$ 5,428.00	-	$ -	2,714.00	$ 5,428.00	100%	0.000	$ -
Total				$ 1,034,042.08			$ -	$ 218,110.92		$ 1,252,153.00		$0.00		$1,252,153.00	100.00%		$ -
WATER & SEWER AS-BUILTS																	
Water & Sewer As-Builts	1.000	LS	$ 29,500.00	$ 29,500.00	1.00		$ -		1.00	$ 29,500.00	-	$ -	1.00	$ 29,500.00	100%	0.000	$ -
Total				$ 29,500.00			$ -			$ 29,500.00		$0.00		$29,500.00	100.00%		$ -
ELECTRIC ALLOWANCE																	
Clay Electric Allowance per Bid Docs	1.000	LS	$ 150,000.00	$ 150,000.00	1.00		$ -		1.00	$ 150,000.00	-	$ -	1.00	$ 150,000.00	100%	0.000	$ -
Total				$ 150,000.00			$ -			$ 150,000.00		$0.00		$150,000.00	100.00%		$ -
SEEDING & SOD																	
Site Grassing	163,000.000	SY	$ 0.75	$ 122,250.00	163,000.00		$ -		163,000.00	$ 122,250.00	-	$ -	163,000.00	$ 122,250.00	100%	0.000	$ -
Site Sod	40,900.000	SY	$ 4.50	$ 184,050.00	40,900.00		$ -		40,900.00	$ 184,050.00	-	$ -	40,900.00	$ 184,050.00	100%	0.000	$ -
Total				$ 306,300.00			$ -			$ 306,300.00		$0.00		$306,300.00	100.00%		$ -
EROSION CONTROL																	
Erosion Control NPDES	1.000	LS	$ 35,000.00	$ 35,000.00	1.00		$ -		1.00	$ 35,000.00	-	$ -	1.00	$ 35,000.00	100%	0.000	$ -
Silt Fence	9,000.000	LF	$ 3.50	$ 31,500.00	9,000.00		$ -		9,000.00	$ 31,500.00	-	$ -	9,000.00	$ 31,500.00	100%	0.000	$ -
Construction Entrance	1.000	EA	$ 7,000.00	$ 7,000.00	1.00		$ -		1.00	$ 7,000.00	-	$ -	1.00	$ 7,000.00	100%	0.000	$ -
Inlet Protection	63.000	EA	$ 400.00	$ 25,200.00	63.00		$ -		63.00	$ 25,200.00	-	$ -	63.00	$ 25,200.00	100%	0.000	$ -
Total				$ 98,700.00			$ -			$ 98,700.00		$0.00		$98,700.00	100.00%		$ -
STORMWATER POLLUTION PLAN																	
SWPPP	1.000	LS	$ 4,000.00	$ 4,000.00	1.00		$ -		1.00	$ 4,000.00	-	$ -	1.00	$ 4,000.00	100%	0.000	$ -
Total				$ 4,000.00			$ -			$ 4,000.00		$0.00		$4,000.00	100.00%		$ -
BOND																	
Payment Bond	1.000	LS	$ 135,000.00	$ 135,000.00	1.00		$ -		1.00	$ 135,000.00	-	$ -	1.00	$ 135,000.00	100%	0.000	$ -
Performance Bond	1.000	LS	$ 69,000.00	$ 69,000.00	-		$ -		-	$ -	1.00	$ 69,000.00	1.00	$ 69,000.00	0%	0.000	$ -
Total				$ 204,000.00			$ -			$ 135,000.00		$69,000.00		$204,000.00	66.18%		$ -
Bid Alternates																	
HP for RCP	1.000	LS	$ (132,559.00)	$ (132,559.00)	1.00		$ -		1.00	$ (132,559.00)	-	$ -	1.00	$ (132,559.00)	100%	0.000	$ -
Joint Constuction	1.000	LS	$ (65,920.00)	$ (65,920.00)	1.00		$ -		1.00	$ (65,920.00)	-	$ -	1.00	$ (65,920.00)	100%	0.000	$ -
Total				$ (198,479.00)			$ -			$ (198,479.00)		$0.00		$(198,479.00)	100.00%		$ -

CHANGE ORDERS	Original								To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	Total Amount	To Date Quantity		Amount		Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
Change Order 1														$ -		0.000	$ -
ODP American Precast	1.000	LS	$ (554,770.00)	$ (554,770.00)	1.00		$ -		1.00	$ (554,770.00)	-	$ -	1.00	$ (554,770.00)	100%	0.000	$ -
ODP Ferguson	1.000	LS	$ (705,661.12)	$ (705,661.12)	1.00		$ -		1.00	$ (705,661.12)	-	$ -	1.00	$ (705,661.12)	100%	0.000	$ -
ODP County Materials	1.000	LS	$ (422,370.00)	$ (422,370.00)	1.00		$ -		1.00	$ (422,370.00)	-	$ -	1.00	$ (422,370.00)	100%	0.000	$ -
Lot Walls	1.000	LS	$ 437,835.00	$ 437,835.00	1.00		$ -		1.00	$ 437,835.00	-	$ -	1.00	$ 437,835.00	100%	0.000	$ -

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Bid Items	Original Contract Amt Qty	UM	Unit Price	L&E Total Amount	Prev. Quantity	Current Quantity	Current Amount	Materials Amount	To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Variance at Completion Amount
Sleeves & Electrical True-Up	1.000	LS	$ 108,859.92	$ 108,859.92	1.00		$ -		1.00	$ 108,859.92	-	$ -	1.00	$ 108,859.92	100%	0.000	$ -
Fence for Lot Walls	1.000	LS	$ 86,963.00	$ 86,963.00	1.00		$ -		1.00	$ 86,963.00	-	$ -	1.00	$ 86,963.00	100%	0.000	$ -
Import from Granary	1.000	LS	$ 43,549.78	$ 43,549.78	1.00		$ -		1.00	$ 43,549.78	-	$ -	1.00	$ 43,549.78	100%	0.000	$ -
Change Order Totals				$ (1,005,593.42)			$0.00	0.000		-$1,005,593.42		$ -		$ (1,005,593.42)			$ -
Creekview 4A				$7,104,594.30			$10,015.50	$1,682,801.12		$7,712,802.00		$69,000.00		$7,781,802.00			$0.00

Creekview 4A Contract w/ Materials	$8,787,395.42

Creekview 4A Change Orders w/ Materials
-$1,005,593.42

APF 2 & CV 4A Combined				$13,213,360.86			$116,234.50	$2,497,327.96		$14,343,303.93		$203,819.25		$14,547,345.18			$0.00

Total Contract w/ Materials	$15,710,688.82

All Change Orders w/ Materials
-$1,163,343.64

Bid Items	Original Contract Amt Qty	UM	Unit Price	L&E Total Amount	To Date Quantity	Current Quantity	Current Amount	Materials Amount	To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Variance at Completion Amount
Creekview 4B																	
MOBILIZATION AND SITE PREPARATION																	
Mobilizations	1.00	LS	67,000.00	$ 67,000.00	1.00		$ -		1.00	$ 67,000.00	-	$ -	1.00	$ 67,000.00	100%	0.000	$ -
Survey	1.00	LS	19,500.00	$ 19,500.00	1.00		$ -		1.00	$ 19,500.00	-	$ -	1.00	$ 19,500.00	100%	0.000	$ -
MOT	1.00	LS	4,700.00	$ 4,700.00	1.00		$ -		1.00	$ 4,700.00	-	$ -	1.00	$ 4,700.00	100%	0.000	$ -
Testing	1.00	LS	46,000.00	$ 46,000.00	0.80	0.20	$ 9,200.00		1.00	$ 46,000.00	-	$ -	1.00	$ 46,000.00	100%	0.000	$ -
Total				$ 137,200.00			$ 9,200.00			$ 137,200.00		$0.00		$137,200.00	100.00%		$ -
CLEARING AND GRUBBING																	
Clearing	71.00	AC	6,400.00	$ 454,400.00	71.00		$ -		71.00	$ 454,400.00	-	$ -	71.00	$ 454,400.00	100%	0.000	$ -
Stripping	57,600.00	CY	3.80	$ 218,880.00	57,600.00		$ -		57,600.00	$ 218,880.00	-	$ -	57,600.00	$ 218,880.00	100%	0.000	$ -
Total				$ 673,280.00			$ -			$ 673,280.00		$0.00		$673,280.00	100.00%		$ -
EARTHWORK																	
Pond Excavation to CV4B	123,800.00	CY	4.50	$ 557,100.00	123,800.00		$ -		123,800.00	$ 557,100.00	-	$ -	123,800.00	$ 557,100.00	100%	0.000	$ -
Lot Fill	123,800.00	CY	1.10	$ 136,180.00	123,800.00		$ -		123,800.00	$ 136,180.00	-	$ -	123,800.00	$ 136,180.00	100%	0.000	$ -
Lot Pads	229.00	EA	330.00	$ 75,570.00	229.00		$ -		229.00	$ 75,570.00	-	$ -	229.00	$ 75,570.00	100%	0.000	$ -
As Builts	1.00	LS	18,000.00	$ 18,000.00	0.90		$ -		0.90	$ 16,200.00	0.10	$ 1,800.00	1.00	$ 18,000.00	90%	0.000	$ -
POND TO STOCKPILE AREA	-	LS	0.00	$ -	-		$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Clear Stockpile	5.00	AC	6,800.00	$ 34,000.00	5.00		$ -		5.00	$ 34,000.00	-	$ -	5.00	$ 34,000.00	100%	0.000	$ -
Pond Excavation to Stockpile	104,000.00	CY	5.00	$ 520,000.00	104,000.00		$ -		104,000.00	$ 520,000.00	-	$ -	104,000.00	$ 520,000.00	100%	0.000	$ -
Push Stockpile	104,000.00	CY	1.10	$ 114,400.00	104,000.00		$ -		104,000.00	$ 114,400.00	-	$ -	104,000.00	$ 114,400.00	100%	0.000	$ -
As Builts	1.00	LS	7,000.00	$ 7,000.00	-	0.50	$ 3,500.00		0.50	$ 3,500.00	0.50	$ 3,500.00	1.00	$ 7,000.00	50%	0.000	$ -
Total				$ 1,462,250.00			$ 3,500.00			$ 1,456,950.00		$5,300.00		$1,462,250.00	99.64%		$ -
ROADWAY CONSTRUCTION																	
Roadway Excavation - Cut	35,000.000	CY	$ 4.75	$ 166,250.00	35,000.00		$ -		35,000.00	$ 166,250.00	-	$ -	35,000.00	$ 166,250.00	100%	0.000	$ -
Spread & Stockpile	35,000.000	CY	$ 1.10	$ 38,500.00	35,000.00		$ -		35,000.00	$ 38,500.00	-	$ -	35,000.00	$ 38,500.00	100%	0.000	$ -
Grading - Rough	1.000	LS	$ 29,500.00	$ 29,500.00	1.00		$ -		1.00	$ 29,500.00	-	$ -	1.00	$ 29,500.00	100%	0.000	$ -
Grading - Fine	1.000	LS	$ 24,000.00	$ 24,000.00	1.00		$ -		1.00	$ 24,000.00	-	$ -	1.00	$ 24,000.00	100%	0.000	$ -
Dress Up	1.000	LS	$ 36,700.00	$ 36,700.00	0.50	0.50	$ 18,350.00		1.00	$ 36,700.00	-	$ -	1.00	$ 36,700.00	100%	0.000	$ -
Miami Curb (incl backfill)	17,360.000	LF	$ 15.50	$ 269,080.00	17,360.00		$ -		17,360.00	$ 269,080.00	-	$ -	17,360.00	$ 269,080.00	100%	0.000	$ -
Standard Curb (incl backfill)	300.000	LF	$ 39.67	$ 11,900.00	300.00		$ -		300.00	$ 11,900.00	-	$ -	300.00	$ 11,900.00	100%	0.000	$ -
Sidewalks	225.000	SY	$ 77.00	$ 17,325.00	225.00		$ -		225.00	$ 17,325.00	-	$ -	225.00	$ 17,325.00	100%	0.000	$ -
HC Ramps	14.000	EA	$ 2,300.00	$ 32,200.00	14.00		$ -		14.00	$ 32,200.00	-	$ -	14.00	$ 32,200.00	100%	0.000	$ -

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	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
6" Roadway Base (Crushcrete)	24,950.000	SY	$ 16.00	$ 399,200.00	24,950.00		$ -		24,950.00	$ 399,200.00	-	$ -	24,950.00	$ 399,200.00	100%	0.000	$ -
12" Stabilized Subgrade	28,900.000	SY	$ 8.00	$ 231,200.00	28,900.00		$ -		28,900.00	$ 231,200.00	-	$ -	28,900.00	$ 231,200.00	100%	0.000	$ -
Asphalt 1" (1st Lift) ONLY	24,950.000	SY	$ 15.00	$ 374,250.00	24,950.00		$ -		24,950.00	$ 374,250.00	-	$ -	24,950.00	$ 374,250.00	100%	0.000	$ -
Prime	24,950.000	SY	$ 2.50	$ 62,375.00	24,950.00		$ -		24,950.00	$ 62,375.00	-	$ -	24,950.00	$ 62,375.00	100%	0.000	$ -
Stripe & Signs	1.000	LS	$ 8,800.00	$ 8,800.00	-		$ -		-	$ -	1.00	$ 8,800.00	1.00	$ 8,800.00	0%	0.000	$ -
Total				$ 1,701,280.00			$ 18,350.00			$ 1,692,480.00		$8,800.00		$1,701,280.00	99.48%		$ -
STORM DRAINAGE SYSTEM																	
Curb Inlets	39.000	EA	$ 4,522.03	$ 176,359.00	39.00		$ -	112,241.00	39.00	$ 288,600.00	-	$ -	39.00	$ 288,600.00	100%	0.000	$ -
Manholes	11.000	EA	$ 2,496.91	$ 27,466.00	11.00		$ -	34,134.00	11.00	$ 61,600.00	-	$ -	11.00	$ 61,600.00	100%	0.000	$ -
15" RCP	618.000	LF	$ 32.00	$ 19,776.00	618.00		$ -	16,686.00	618.00	$ 36,462.00	-	$ -	618.00	$ 36,462.00	100%	0.000	$ -
RCP 18"	2,574.000	LF	$ 59.00	$ 151,866.00	2,574.00		$ -	92,664.00	2,574.00	$ 244,530.00	-	$ -	2,574.00	$ 244,530.00	100%	0.000	$ -
RCP 24"	2,780.000	LF	$ 70.20	$ 195,156.00	2,780.00		$ -	155,124.00	2,780.00	$ 350,280.00	-	$ -	2,780.00	$ 350,280.00	100%	0.000	$ -
RCP 30"	931.000	LF	$ 90.50	$ 84,255.50	931.00		$ -	79,600.50	931.00	$ 163,856.00	-	$ -	931.00	$ 163,856.00	100%	0.000	$ -
RCP 36"	747.000	LF	$ 128.00	$ 95,616.00	747.00		$ -	87,399.00	747.00	$ 183,015.00	-	$ -	747.00	$ 183,015.00	100%	0.000	$ -
RCP 42"	345.000	LF	$ 35.50	$ 12,247.50	345.00		$ -	54,337.50	345.00	$ 66,585.00	-	$ -	345.00	$ 66,585.00	100%	0.000	$ -
Type E Inlets	8.000	EA	$ 4,359.75	$ 34,878.00	8.00		$ -	21,122.00	8.00	$ 56,000.00	-	$ -	8.00	$ 56,000.00	100%	0.000	$ -
Type H Inlets	5.000	EA	$ 8,239.20	$ 41,196.00	5.00		$ -	30,304.00	5.00	$ 71,500.00	-	$ -	5.00	$ 71,500.00	100%	0.000	$ -
12", 15" & 18" MES	12.000	EA	$ 849.00	$ 10,188.00	12.00		$ -	7,812.00	12.00	$ 18,000.00	-	$ -	12.00	$ 18,000.00	100%	0.000	$ -
24" MES	8.000	EA	$ 837.00	$ 6,696.00	8.00		$ -	10,904.00	8.00	$ 17,600.00	-	$ -	8.00	$ 17,600.00	100%	0.000	$ -
30" MES	2.000	EA	$ 1,152.00	$ 2,304.00	2.00		$ -	3,496.00	2.00	$ 5,800.00	-	$ -	2.00	$ 5,800.00	100%	0.000	$ -
36" MES	1.000	EA	$ 5,130.00	$ 5,130.00	1.00		$ -	2,370.00	1.00	$ 7,500.00	-	$ -	1.00	$ 7,500.00	100%	0.000	$ -
29" X 45" ERCP	121.000	LF	$ 140.00	$ 16,940.00	121.00		$ -	21,780.00	121.00	$ 38,720.00	-	$ -	121.00	$ 38,720.00	100%	0.000	$ -
12" PVC & HP	239.000	LF	$ 46.00	$ 10,994.00	239.00		$ -	-	239.00	$ 10,994.00	-	$ -	239.00	$ 10,994.00	100%	0.000	$ -
18" HDPE	386.000	LF	$ 64.00	$ 24,704.00	386.00		$ -	-	386.00	$ 24,704.00	-	$ -	386.00	$ 24,704.00	100%	0.000	$ -
Dewatering	1.000	LS	$ 88,000.00	$ 88,000.00	1.00		$ -		1.00	$ 88,000.00	-	$ -	1.00	$ 88,000.00	100%	0.000	$ -
Double Curb Inlets	14.000	EA	$ 1,549.29	$ 21,690.00	14.00		$ -	88,910.00	14.00	$ 110,600.00	-	$ -	14.00	$ 110,600.00	100%	0.000	$ -
Top Adjustments	88.000	EA	$ 450.00	$ 39,600.00	88.00		$ -	-	88.00	$ 39,600.00	-	$ -	88.00	$ 39,600.00	100%	0.000	$ -
48" RCP	184.000	LF	$ 384.00	$ 70,656.00	184.00		$ -	-	184.00	$ 70,656.00	-	$ -	184.00	$ 70,656.00	100%	0.000	$ -
42"MES	1.000	EA	$ 18,900.00	$ 18,900.00	1.00		$ -		1.00	$ 18,900.00	-	$ -	1.00	$ 18,900.00	100%	0.000	$ -
48" MES	1.000	EA	$ 24,000.00	$ 24,000.00	1.00		$ -		1.00	$ 24,000.00	-	$ -	1.00	$ 24,000.00	100%	0.000	$ -
Type C Inlets	11.000	EA	$ 3,867.82	$ 42,546.00	11.00		$ -	22,354.00	11.00	$ 64,900.00	-	$ -	11.00	$ 64,900.00	100%	0.000	$ -
24" Headwall	1.000	EA	$ 2,872.00	$ 2,872.00	1.00		$ -	2,128.00	1.00	$ 5,000.00	-	$ -	1.00	$ 5,000.00	100%	0.000	$ -
TV Inspection	1.000	LS	$ 133,375.00	$ 133,375.00	1.00		$ -		1.00	$ 133,375.00	-	$ -	1.00	$ 133,375.00	100%	0.000	$ -
Total	0.000			$ 1,357,411.00			$ -	$ 843,386.00		$ 2,200,777.00		$0.00		$2,200,777.00	100.00%		$ -
ROADWAY UNDERDRAIN																	
Roadway Underdrain	2,120.000	LF	$ 37.00	$ 78,440.00	2,120.00		$ -	-	2,120.00	$ 78,440.00	-	$ -	2,120.00	$ 78,440.00	100%		$ -
Clean Outs	106.000	EA	$ 380.00	$ 40,280.00	-		$ -	-	-	$ -	106.00	$ 40,280.00	106.00	$ 40,280.00	0%		$ -
Total				$ 118,720.00			$ -	-		$ 78,440.00		$40,280.00		$118,720.00	66.07%		$ -
PAVING & DRAINAGE AS-BUILTS																	
Paving & Drainage As-Builts	1.000	LS	$ 19,000.00	$ 19,000.00	-		$ -		-	$ -	1.00	$ 19,000.00	1.00	$ 19,000.00	0%		$ -
Total				$ 19,000.00			$ -			$ -		$19,000.00		$19,000.00	0.00%		$ -
WATER DISTRIBUTION SYSTEM																	
8" Watermain (incl fittings, T's, bends)	8,503.000	LF	$ 51.05	$ 434,107.50	8,503.00		$ -	190,863.00	8,503.00	$ 624,970.50	-	$ -	8,503.00	$ 624,970.50	100%	0.000	$ -
6" Watermain (incl fittings, T's, bends)	180.000	LF	$ 38.00	$ 6,840.00	180.00		$ -	-	180.00	$ 6,840.00	-	$ -	180.00	$ 6,840.00	100%	0.000	$ -
4" Watermain (incl fittings, T's, bends)	107.000	LF	$ 29.00	$ 3,103.00	107.00		$ -		107.00	$ 3,103.00	-	$ -	107.00	$ 3,103.00	100%	0.000	$ -
2" Watermain (incl fittings, T's, bends)	116.000	LF	$ 19.00	$ 2,204.00	116.00		$ -		116.00	$ 2,204.00	-	$ -	116.00	$ 2,204.00	100%	0.000	$ -
8" Gate Valve	20.000	LF	$ 675.15	$ 13,503.00	20.00		$ -	24,497.00	20.00	$ 38,000.00	-	$ -	20.00	$ 38,000.00	100%	0.000	$ -
6" Gate Valve	18.000	EA	$ 1,095.33	$ 19,716.00	18.00		$ -	10,884.00	18.00	$ 30,600.00	-	$ -	18.00	$ 30,600.00	100%	0.000	$ -
Tie Ins	3.000	EA	$ 2,700.00	$ 8,100.00	3.00		$ -		3.00	$ 8,100.00	-	$ -	3.00	$ 8,100.00	100%	0.000	$ -
Fire Hydrant	18.000	EA	$ 3,436.00	$ 61,848.00	18.00		$ -	33,552.00	18.00	$ 95,400.00	-	$ -	18.00	$ 95,400.00	100%	0.000	$ -
Flushing Hydrants	1.000	EA	$ 1,535.00	$ 1,535.00	-	1.00	$ 1,535.00	1,165.00	1.00	$ 2,700.00	-	$ -	1.00	$ 2,700.00	100%	0.000	$ -
Services	229.000	EA	$ 189.11	$ 43,307.00	186.00	43.00	$ 8,131.88	162,793.00	229.00	$ 206,100.00	-	$ -	229.00	$ 206,100.00	100%	0.000	$ -
Test and Chlorinate	8,906.000	LF	$ 3.00	$ 26,718.00	-	4,453.00	$ 13,359.00		4,453.00	$ 13,359.00	4,453.00	$ 13,359.00	8,906.00	$ 26,718.00	50%	0.000	$ -
20" Steel Casing with Spacers and Caps	28.000	LF	$ 465.00	$ 13,020.00	28.00		$ -		28.00	$ 13,020.00	-	$ -	28.00	$ 13,020.00	100%	0.000	$ -
Adjustments	1.000	LS	$ 15,500.00	$ 15,500.00	0.50	0.50	$ 7,750.00		1.00	$ 15,500.00	-	$ -	1.00	$ 15,500.00	100%	0.000	$ -
Total				$ 649,501.50			$ 30,775.88	$ 423,754.00		$ 1,059,896.50		$18,359.00		$1,073,255.50	98.76%		$ -
REUSE WATER DISTRIBUTION SYSTEM																	
8" Main & Fittings	8,919.000	LF	$ 51.24	$ 456,984.50	8,919.00		$ -	198,562.00	8,919.00	$ 655,546.50	-	$ -	8,919.00	$ 655,546.50	100%	0.000	$ -
4" Main & Fittings	145.000	LF	$ 29.50	$ 4,277.50	-		$ -		-	$ -	145.00	$ 4,277.50	145.00	$ 4,277.50	0%	0.000	$ -

Project Number:
Project Name: CV4A & APF2
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

39.67

Period Ending: 01/25/26
Variance $0.00
Projected Final $24,724,963.22
Billings To Date $23,327,053.97
Remaining Billings $1,397,909.25

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
2" Main & Fittings	73.000	LF	$ 19.50	$ 1,423.50	-		$ -		-	$ -	73.00	$ 1,423.50	73.00	$ 1,423.50	0%	0.000	$ -
8" Gate Valve	19.000	EA	$ 838.21	$ 15,926.00	19.00		$ -	20,174.00	19.00	$ 36,100.00	-	$ -	19.00	$ 36,100.00	100%	0.000	$ -
Flush Hydrant	1.000	EA	$ 220.00	$ 220.00	-	1.00	$ 220.00	2,330.00	1.00	$ 2,550.00	-	$ -	1.00	$ 2,550.00	100%	0.000	$ -
Testing	9,137.000	LF	$ 2.00	$ 18,274.00	-	9,137.00	$ 18,274.00		9,137.00	$ 18,274.00	-	$ -	9,137.00	$ 18,274.00	100%	0.000	$ -
Adjustments	1.000	LS	$ 22,000.00	$ 22,000.00	0.50	0.50	$ 11,000.00		1.00	$ 22,000.00	-	$ -	1.00	$ 22,000.00	100%	0.000	$ -
Services	233.000	EA	$ 194.78	$ 45,384.00	191.00	42.00	$ 8,180.81	152,666.00	233.00	$ 198,050.00	-	$ -	233.00	$ 198,050.00	100%	0.000	$ -
20" Steel casing with Spacers and Caps	28.000	LF	$ 390.00	$ 10,920.00	28.00		$ -		28.00	$ 10,920.00	-	$ -	28.00	$ 10,920.00	100%	0.000	$ -
Total				$ 575,408.50			$ 87,674.81	$ 373,731.00		$ 943,440.90		$5,701.00		$949,141.90	99.40%		$ -
SANITARY SEWER SYSTEM																	
8" Sewer Main	8,254.000	LF	$ 47.43	$ 391,507.00	8,254.00		$ -	173,892.00	8,254.00	$ 565,399.00	-	$ -	8,254.00	$ 565,399.00	100%	0.000	$ -
Sewer Services	229.000	EA	$ 800.00	$ 183,200.00	229.00		$ -		229.00	$ 183,200.00	-	$ -	229.00	$ 183,200.00	100%	0.000	$ -
Manholes	39.000	EA	$ 8,283.54	$ 323,058.00	39.00		$ -	141,042.00	39.00	$ 464,100.00	-	$ -	39.00	$ 464,100.00	100%	0.000	$ -
Dewater	1.000	LS	$ 89,500.00	$ 89,500.00	1.00		$ -		1.00	$ 89,500.00	-	$ -	1.00	$ 89,500.00	100%	0.000	$ -
Benchdown & Backfill	3,100.000	LF	$ 30.00	$ 93,000.00	3,100.00		$ -		3,100.00	$ 93,000.00	-	$ -	3,100.00	$ 93,000.00	100%	0.000	$ -
Adjustments	1.000	LS	$ 21,500.00	$ 21,500.00	1.00		$ -		1.00	$ 21,500.00	-	$ -	1.00	$ 21,500.00	100%	0.000	$ -
TV Inspection	8,254.000	LF	$ 18.00	$ 148,572.00	-	8,254.00	$ 148,572.00		8,254.00	$ 148,572.00	-	$ -	8,254.00	$ 148,572.00	100%	0.000	$ -
Total				$ 1,250,337.00			$ 148,572.00	$ 314,934.00		$ 1,565,271.00		$0.00		$1,565,271.00	100.00%		$ -
WATER & SEWER AS-BUILTS																	
Water & Sewer As-Builts	1.000	LS	$ 29,500.00	$ 29,500.00	-	0.50	$ 14,750.00		0.50	$ 14,750.00	0.50	$ 14,750.00	1.00	$ 29,500.00	50%	0.000	$ -
Total				$ 29,500.00			$ 14,750.00			$ 14,750.00		$14,750.00		$29,500.00	50.00%		$ -
SEEDING & SOD																	
Site Grassing	233,500.000	SY	$ 0.75	$ 175,125.00	-	233,500.00	$ 175,125.00		233,500.00	$ 175,125.00	-	$ -	233,500.00	$ 175,125.00	100%	0.000	$ -
Site Sod	49,300.000	SY	$ 4.80	$ 236,640.00	25,813.00	23,487.00	$ 112,737.60		49,300.00	$ 236,640.00	-	$ -	49,300.00	$ 236,640.00	100%	0.000	$ -
Total				$ 411,765.00			$ 287,862.60			$ 411,765.00		$0.00		$411,765.00	100.00%		$ -
EROSION CONTROL																	
Erosion Control NPDES	1.000	LS	$ 38,000.00	$ 38,000.00	0.90	0.10	$ 3,800.00	-	1.00	$ 38,000.00	-	$ -	1.00	$ 38,000.00	100%	0.000	$ -
Silt Fence	10,000.000	LF	$ 3.50	$ 35,000.00	9,970.00		$ -	-	9,970.00	$ 34,895.00	30.00	$ 105.00	10,000.00	$ 35,000.00	100%	0.000	$ -
Construction Entrance	1.000	EA	$ 7,000.00	$ 7,000.00	1.00		$ -	-	1.00	$ 7,000.00	-	$ -	1.00	$ 7,000.00	100%	0.000	$ -
Inlet Protection	0.000	EA	$ 400.00	$ -	-		$ -	-	-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Total				$ 80,000.00			$ 3,800.00			$ 79,895.00		$105.00		$80,000.00	99.87%		$ -
STORMWATER POLLUTION PLAN																	
SWPPP	1.000	LS	$ 5,000.00	$ 5,000.00	1.00		$ -	-	1.00	$ 5,000.00	-	$ -	1.00	$ 5,000.00	100%	0.000	$ -
Total				$ 5,000.00			$ -			$ 5,000.00		$0.00		$5,000.00	100.00%		$ -
BOND																	
Payment Bond	1.000	LS	$ 165,000.00	$ 165,000.00	1.00		$ -	-	1.00	$ 165,000.00	-	$ -	1.00	$ 165,000.00	100%	0.000	$ -
Performance Bond	1.000	LS	$ 85,000.00	$ 85,000.00	-		$ -	-	-	$ -	1.00	$ 85,000.00	1.00	$ 85,000.00	0%	0.000	$ -
Contractor Warranty	0.000	LS		$ -	-		$ -	-	-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Total				$ 250,000.00			$ -			$ 165,000.00		$85,000.00		$250,000.00	66.00%		$ -

CHANGE ORDERS	Original				To Date			Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	Total Amount	Quantity	Amount		Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
Change Order 1											$ -		0.000	$ -
ODP American Precast	1.000	LS	$ (498,597.00)	$ (498,597.00)	1.00	$ -		1.00	$ (498,597.00)	-	$ -	1.00	$ (498,597.00)	100%	0.000	$ -
ODP Ferguson	1.000	LS	$ (971,378.00)	$ (971,378.00)	1.00	$ -		1.00	$ (971,378.00)	-	$ -	1.00	$ (971,378.00)	100%	0.000	$ -
County Materials	1.000	LS	$ (485,811.00)	$ (485,811.00)	1.00	$ -		1.00	$ (485,811.00)	-	$ -	1.00	$ (485,811.00)	100%	0.000	$ -
Sleeves & Electric True-Up	1.000	LS	$ 338,547.24	$ 338,547.24	1.00	$ -		1.00	$ 338,547.24	-	$ -	1.00	$ 338,547.24	100%	0.000	$ -
Multi Use Path Area 4	1.000	LS	$ 161,631.00	$ 161,631.00	-	1.00	$ 161,631.00	1.00	$ 161,631.00	-	$ -	1.00	$ 161,631.00	100%	0.000	$ -
Multi Use Path Area 5	1.000	LS	$ 136,450.00	$ 136,450.00	-	$ -		-	$ -	1.00	$ 136,450.00	1.00	$ 136,450.00	0%	0.000	$ -
Sod Credit	1.000	LS	$ (44,787.20)	$ (44,787.20)	-	1.00	$ (44,787.20)	1.00	$ (44,787.20)	-	$ -	1.00	$ (44,787.20)	100%	0.000	$ -
				$ -	-	$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
				$ -	-	$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Change Order Totals				$ (1,363,944.96)		$116,843.80	0.000		$1,480,394.96		$ 136,450.00		$ (1,363,944.96)			$ -

Creekview 4B			$8,720,654.00			$671,329.09	$1,955,786.00		$8,983,750.04		$328,745.00		$9,312,495.04			$0.00

Project Number:
Project Name: CV4A & APF2
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

39.67

Period Ending: 01/25/26
Variance $0.00
Projected Final $24,724,963.22
Billings To Date $23,327,053.97
Remaining Billings $1,397,909.25

Bid Items	Original Contract Amt Qty	UM	Unit Price	L&E Total Amount	Prev. Quantity	Current Quantity	Current Amount	Materials Amount	To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Projection vs. Original Variance at Completion Amount
Creekview 4A Contract w/ Materials				$10,676,440.00													

Creekview 4A Change Orders w/ Materials
-$1,363,944.96

Bid Items	Original Contract Amt Qty	UM	Unit Price	L&E Total Amount	To Date Quantity	Current Quantity	Current Amount	Materials Amount	To Date Quantity	To Date Amount	Remaining Quantity	Remaining Amount	Projected Final Quantity	Projected Final Amount	% Complete	Projection vs. Original Variance at Completion Quantity	Projection vs. Original Variance at Completion Amount
Creekview 4C																	
MOBILIZATION AND SITE PREPARATION																	
Survey	1.00	LS	18,000.00	$ 18,000.00			$ -		-	$ -	1.00	$ 18,000.00	1.00	$ 18,000.00	0%	0.000	$ -
Mobilization	1.00	LS	12,000.00	$ 12,000.00			$ -		-	$ -	1.00	$ 12,000.00	1.00	$ 12,000.00	0%	0.000	$ -
Maint. of Traffic	1.00	LS	1,000.00	$ 1,000.00													
Testing	1.00	LS	5,500.00	$ 5,500.00			$ -		-	$ -	1.00	$ 5,500.00	1.00	$ 5,500.00	0%	0.000	$ -
Total				$ 36,500.00			$ -			$ -		$35,500.00		$35,500.00	0.00%		$ -
CLEARING AND GRUBBING																	
Stripping	4,250.00	CY	3.50	$ 14,875.00			$ -		-	$ -	4,250.00	$ 14,875.00	4,250.00	$ 14,875.00	0%	0.000	$ -
Total				$ 14,875.00			$ -			$ -		$14,875.00		$14,875.00	0.00%		$ -
EARTHWORK																	
Pond & Roadway Excavation	37,500.00	CY	2.00	$ 75,000.00			$ -		-	$ -	37,500.00	$ 75,000.00	37,500.00	$ 75,000.00	0%	0.000	$ -
Dewater	1.00	LS	15,200.00	$ 15,200.00			$ -		-	$ -	1.00	$ 15,200.00	1.00	$ 15,200.00	0%	0.000	$ -
Spread & Compact on Lots & R/W	20,300.00	CY	4.50	$ 91,350.00			$ -		-	$ -	20,300.00	$ 91,350.00	20,300.00	$ 91,350.00	0%	0.000	$ -
Haul & Stockpile	20,100.00	CY	4.30	$ 86,430.00			$ -		-	$ -	20,100.00	$ 86,430.00	20,100.00	$ 86,430.00	0%	0.000	$ -
Lot Grading	1.00	LS	4,500.00	$ 4,500.00			$ -		-	$ -	1.00	$ 4,500.00	1.00	$ 4,500.00	0%	0.000	$ -
Total				$ 272,480.00			$ -			$ -		$272,480.00		$272,480.00	0.00%		$ -
ROADWAY CONSTRUCTION																	
Grading - Rough	1.000	LS	$ 1,200.00	$ 1,200.00			$ -		-	$ -	1.00	$ 1,200.00	1.00	$ 1,200.00	0%	0.000	$ -
Grading - Fine	1.000	LS	$ 1,000.00	$ 1,000.00			$ -		-	$ -	1.00	$ 1,000.00	1.00	$ 1,000.00	0%	0.000	$ -
Dress Up	1.000	LS	$ 1,800.00	$ 1,800.00			$ -		-	$ -	1.00	$ 1,800.00	1.00	$ 1,800.00	0%	0.000	$ -
Miami Curb (incl backfill)	750.000	LF	$ 18.50	$ 13,875.00			$ -		-	$ -	750.00	$ 13,875.00	750.00	$ 13,875.00	0%	0.000	$ -
6" Roadway Base (Crushcrete)	990.000	SY	$ 15.50	$ 15,345.00			$ -		-	$ -	990.00	$ 15,345.00	990.00	$ 15,345.00	0%	0.000	$ -
12" Stabilized Subgrade	1,160.000	SY	$ 7.50	$ 8,700.00			$ -		-	$ -	1,160.00	$ 8,700.00	1,160.00	$ 8,700.00	0%	0.000	$ -
Asphalt 1" (1st Lift) ONLY	990.000	SY	$ 14.50	$ 14,355.00			$ -		-	$ -	990.00	$ 14,355.00	990.00	$ 14,355.00	0%	0.000	$ -
Prime	990.000	SY	$ 2.50	$ 2,475.00			$ -		-	$ -	990.00	$ 2,475.00	990.00	$ 2,475.00	0%	0.000	$ -
Total				$ 58,750.00			$ -			$ -		$58,750.00		$58,750.00	0.00%		$ -
STORM DRAINAGE SYSTEM																	
Manholes	5.000	EA	$ 5,600.00	$ 28,000.00			$ -		-	$ -	5.00	$ 28,000.00	5.00	$ 28,000.00	0%	0.000	$ -
RCP 18"	152.000	LF	$ 95.00	$ 14,440.00			$ -		-	$ -	152.00	$ 14,440.00	152.00	$ 14,440.00	0%	0.000	$ -
RCP 24"	(403.000)	LF	$ 126.00	$ (50,778.00)			$ -		-	$ -	(403.00)	$ (50,778.00)	(403.00)	$ (50,778.00)	0%	0.000	$ -
RCP 30"	549.000	LF	$ 176.00	$ 96,624.00			$ -		-	$ -	549.00	$ 96,624.00	549.00	$ 96,624.00	0%	0.000	$ -
RCP 42"	385.000	LF	$ 193.00	$ 74,305.00			$ -		-	$ -	385.00	$ 74,305.00	385.00	$ 74,305.00	0%	0.000	$ -
24" MES	(2.000)	EA	$ 2,200.00	$ (4,400.00)			$ -		-	$ -	(2.00)	$ (4,400.00)	(2.00)	$ (4,400.00)	0%	0.000	$ -
Dewatering	1.000	LS	$ 17,000.00	$ 17,000.00			$ -		-	$ -	1.00	$ 17,000.00	1.00	$ 17,000.00	0%	0.000	$ -
Double Curb Inlets	1.000	EA	$ 7,900.00	$ 7,900.00			$ -		-	$ -	1.00	$ 7,900.00	1.00	$ 7,900.00	0%	0.000	$ -
Top Adjustments	6.000	EA	$ 450.00	$ 2,700.00			$ -		-	$ -	6.00	$ 2,700.00	6.00	$ 2,700.00	0%	0.000	$ -
42" MES	1.000	EA	$ 18,900.00	$ 18,900.00			$ -		-	$ -	1.00	$ 18,900.00	1.00	$ 18,900.00	0%	0.000	$ -
TV	683.000	LF	$ 19.00	$ 12,977.00			$ -		-	$ -	683.00	$ 12,977.00	683.00	$ 12,977.00	0%	0.000	$ -
Total				$ 217,668.00			$ -			$ -		$217,668.00		$217,668.00	0.00%		$ -
ROADWAY UNDERDRAIN																	
Underdrain - Per Plan	40.000	LF	$ 37.00	$ 1,480.00			$ -		-	$ -	40.00	$ 1,480.00	40.00	$ 1,480.00	0%		$ -
Clean Outs				$ -			$ -		-	$ -	-	$ -	-	$ -	#DIV/0!		$ -
Total				$ 1,480.00			$ -			$ -		$1,480.00		$1,480.00	0.00%		$ -
PAVING & DRAINAGE AS-BUILTS																	
Paving & Drainage As-Builts	1.000	LS	$ 2,500.00	$ 2,500.00			$ -		-	$ -	1.00	$ 2,500.00	1.00	$ 2,500.00	0%		$ -

Project Number:
Project Name: CV4A & APF2
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

39.67

Period Ending: 01/25/26
Variance $0.00
Projected Final $24,724,963.22
Billings To Date $23,327,053.97
Remaining Billings $1,397,909.25

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
Total				$ 2,500.00			$ -			$ -		$2,500.00		$2,500.00	0.00%		$ -
WATER DISTRIBUTION SYSTEM																	
6" Watermain (incl fittings, T's, bends)	310.000	LF	$ 38.00	$ 11,780.00			$ -		-	$ -	310.00	$ 11,780.00	310.00	$ 11,780.00	0%	0.000	$ -
4" Watermain (incl fittings, T's, bends)	92.000	LF	$ 29.00	$ 2,668.00			$ -		-	$ -	92.00	$ 2,668.00	92.00	$ 2,668.00	0%	0.000	$ -
2" Watermain (incl fittings, T's, bends)	(43.000)	LF	$ 19.00	$ (817.00)			$ -		-	$ -	(43.00)	$ (817.00)	(43.00)	$ (817.00)	0%	0.000	$ -
6" Gate Valve	1.000	EA	$ 1,700.00	$ 1,700.00			$ -		-	$ -	1.00	$ 1,700.00	1.00	$ 1,700.00	0%	0.000	$ -
Services	14.000	EA	$ 900.00	$ 12,600.00			$ -		-	$ -	14.00	$ 12,600.00	14.00	$ 12,600.00	0%	0.000	$ -
Test and Chlorinate	402.000	LF	$ 3.00	$ 1,206.00			$ -		-	$ -	402.00	$ 1,206.00	402.00	$ 1,206.00	0%	0.000	$ -
Adjustments	1.000	LS	$ 1,600.00	$ 1,600.00			$ -		-	$ -	1.00	$ 1,600.00	1.00	$ 1,600.00	0%	0.000	$ -
Total				$ 30,737.00			$ -			$ -		$30,737.00		$30,737.00	0.00%		$ -
REUSE WATER DISTRIBUTION SYSTEM																	
8" Main & Fittings	421.000	LF	$ 73.00	$ 30,733.00			$ -		-	$ -	421.00	$ 30,733.00	421.00	$ 30,733.00	0%	0.000	$ -
4" Main & Fittings	(62.000)	LF	$ 38.00	$ (2,356.00)			$ -		-	$ -	(62.00)	$ (2,356.00)	(62.00)	$ (2,356.00)	0%	0.000	$ -
2" Main & Fittings	4.000	LF	$ 35.00	$ 140.00			$ -		-	$ -	4.00	$ 140.00	4.00	$ 140.00	0%	0.000	$ -
Testing	425.000	LF	$ 2.00	$ 850.00			$ -		-	$ -	425.00	$ 850.00	425.00	$ 850.00	0%	0.000	$ -
Adjustments	1.000	LS	$ 1,400.00	$ 1,400.00			$ -		-	$ -	1.00	$ 1,400.00	1.00	$ 1,400.00	0%	0.000	$ -
Services	13.000	EA	$ 850.00	$ 11,050.00			$ -		-	$ -	13.00	$ 11,050.00	13.00	$ 11,050.00	0%	0.000	$ -
Total				$ 41,817.00			$ -			$ -		$41,817.00		$41,817.00	0.00%		$ -
SANITARY SEWER SYSTEM																	
8" Sewer Main	361.000	LF	$ 68.00	$ 24,548.00			$ -		-	$ -	361.00	$ 24,548.00	361.00	$ 24,548.00	0%	0.000	$ -
Sewer Services	7.000	EA	$ 800.00	$ 5,600.00			$ -		-	$ -	7.00	$ 5,600.00	7.00	$ 5,600.00	0%	0.000	$ -
Manholes	3.000	EA	$ 11,500.00	$ 34,500.00			$ -		-	$ -	3.00	$ 34,500.00	3.00	$ 34,500.00	0%	0.000	$ -
Dewatering	1.000	LS	$ 6,600.00	$ 6,600.00			$ -		-	$ -	1.00	$ 6,600.00	1.00	$ 6,600.00	0%	0.000	$ -
Adjustments	1.000	LS	$ 1,500.00	$ 1,500.00			$ -		-	$ -	1.00	$ 1,500.00	1.00	$ 1,500.00	0%	0.000	$ -
TV Inspection	361.000	LF	$ 18.00	$ 6,498.00			$ -		-	$ -	361.00	$ 6,498.00	361.00	$ 6,498.00	0%	0.000	$ -
Total				$ 79,246.00			$ -			$ -		$79,246.00		$79,246.00	0.00%		$ -
WATER & SEWER AS-BUILTS																	
Water & Sewer As-Builts	1.000	LS	$ 3,000.00	$ 3,000.00			$ -		-	$ -	1.00	$ 3,000.00	1.00	$ 3,000.00	0%	0.000	$ -
Total				$ 3,000.00			$ -			$ -		$3,000.00		$3,000.00	0.00%		$ -
SEEDING & SOD																	
Site Grassing	41,600.000	SY	$ 0.75	$ 31,200.00			$ -		-	$ -	41,600.00	$ 31,200.00	41,600.00	$ 31,200.00	0%	0.000	$ -
Site Sod	5,700.000	SY	$ 4.00	$ 22,800.00			$ -		-	$ -	5,700.00	$ 22,800.00	5,700.00	$ 22,800.00	0%	0.000	$ -
Total				$ 54,000.00			$ -			$ -		$54,000.00		$54,000.00	0.00%		$ -
EROSION CONTROL																	
Erosion Control NPDES	1.000	LS	$ 15,000.00	$ 15,000.00			$ -		-	$ -	1.00	$ 15,000.00	1.00	$ 15,000.00	0%	0.000	$ -
Silt Fence	3,420.000	LF	$ 3.50	$ 11,970.00			$ -		-	$ -	3,420.00	$ 11,970.00	3,420.00	$ 11,970.00	0%	0.000	$ -
Construction Entrance	1.000	EA	$ 7,000.00	$ 7,000.00			$ -		-	$ -	1.00	$ 7,000.00	1.00	$ 7,000.00	0%	0.000	$ -
Inlet Protection	13.000	EA	$ 400.00	$ 5,200.00			$ -		-	$ -	13.00	$ 5,200.00	13.00	$ 5,200.00	0%	0.000	$ -
Total				$ 39,170.00			$ -			$ -		$39,170.00		$39,170.00	0.00%		$ -
LOT BUILDING PADS																	
Lot Pads	13.000	EA	$ 300.00	$ 3,900.00			$ -		-	$ -	13.00	$ 3,900.00	13.00	$ 3,900.00	0%	0.000	$ -
Total				$ 3,900.00			$ -			$ -		$3,900.00		$3,900.00	0.00%		$ -
BOND																	
Payment Bond	1.000	LS	$ 5,000.00	$ 5,000.00			$ -		-	$ -	1.00	$ 5,000.00	1.00	$ 5,000.00	0%	0.000	$ -
Performance Bond	1.000	LS	$ 5,000.00	$ 5,000.00			$ -		-	$ -	1.00	$ 5,000.00	1.00	$ 5,000.00	0%	0.000	$ -
Contractor Warranty				$ -			$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Total				$ 10,000.00			$ -			$ -		$10,000.00		$10,000.00	0.00%		$ -

CHANGE ORDERS	Original							To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	Total Amount			Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
				$ -			$ -	-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
				$ -			$ -	-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
				$ -			$ -	-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
				$ -			$ -	-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -

Project Number:
Project Name: CV4A & APF2
Owner Name: ET&M
Contract Number:
For Month Ending: 1/25/2026

39.67

Period Ending: 01/25/26
Variance $0.00
Projected Final $24,724,963.22
Billings To Date $23,327,053.97
Remaining Billings $1,397,909.25

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
				$ -			$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
				$ -			$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
				$ -			$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
				$ -			$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
				$ -			$ -		-	$ -	-	$ -	-	$ -	#DIV/0!	0.000	$ -
Change Order Totals				$ -			$0.00			$0.00	$ -		$ -				$ -
Creekview 4C				$866,123.00			$0.00	$0.00		$0.00		$865,123.00		$865,123.00			$0.00
APF 2 & CV 4 A, B & C Combined				$22,800,137.86			$787,563.59	$4,453,113.96		$23,327,053.97		$1,397,687.25		$24,724,963.22			$0.00

Creekview 4A Contract w/ Materials	$866,123.00

Creekview 4A Change Orders w/ Materials
$0.00

Total Contract w/ Materials	$27,253,251.82

All Change Orders w/ Materials
-$2,527,288.60

PARTIAL RELEASE OF CLAIM OF LIEN

The undersigned lienor, in consideration of payment in the amount of $748,185.41 , hereby partially releases its claim of lien for labor, services, or materials furnished to Creekview, CDD , on the job of Creekview Trail APF2 / Area 4, for the following described property:

Creekview Trail APF Road PH 2 & Area 4

The undersigned lienor acknowledges previous receipt of $ 20,512,840.06 and is executing this waiver and release in exchange for a check or checks in the additional amount of $ 748,185.41 , this partial release of claim of lien expressly and totally is conditioned on receipt of the check or checks and the collection of the funds in the amount of $ 1,630,147.38 .

There remains unpaid $ 3,771,512.01

Dated: January 25 , 20 26

Signed and sealed in the presence of:

Witness

Lienor

STATE OF FLORIDA
COUNTY OF Duval

I HEREBY CERTIFY that on this day, January 25 , 2026 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles D. Freshwater, as President of Jax Utilities Management, Inc. a Florida corporation,on behalf of the corporation, and she/he acknowledged before me that she/he executed the same and did so by order of the Board of Directors of the Corporation.

He/She is personally known to me [X] produced N/A as identification [ ]

Notary Public State of Florida
Anne-Marie James
My Commission
HH 276959
Exp. 8/17/2026

Notary Public

F.S. 713.20

Creekview CDD Requisition 163 - JUM (Area 4A APF Rd 2 (#16)

Final Audit Report 2026-02-26

Created:	2026-02-26
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFtn9FwJePdgsCkzGVWBawksCy2dSTkBA

"Creekview CDD Requisition 163 - JUM (Area 4A APF Rd 2 (#16)" History

Document created by Shelley Blair (blairs@etminc.com)
2026-02-26 - 6:32:11 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-02-26 - 6:32:30 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-02-26 - 8:27:48 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-02-26 - 8:28:11 PM GMT - Time Source: server

Agreement completed.
2026-02-26 - 8:28:11 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXXII

CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **164**

(B) Name of Payee: **ECS Florida, LLC**
14030 Thunderbolt Place, Suite 500
Chantilly, VA 20151

(C) Amount Payable: **$3,200.00**

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

Lee Parcel Geotechnical Services - Invoice 2140883

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

PLEASE REMIT TO:
ECS FLORIDA, LLC
PO BOX 604375
CHARLOTTE, NC 28260-4375

NOTE: New REMIT TO Address

Invoice Date	Invoice Number
3/6/2026	2140883

Always Refer To Above Number

PROJECT NAME: Lee Parcel - Groundwater Analysis
Clay County, FL

TO: Mr. Gregg F. Kern
Creekview CDD
7807 Baymeadows Road East
Suite 205
Jacksonville, FL 32256

Please include invoice number(s) on your checks or electronic payment remittance instructions.

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
35:T95900	**35:34373-B**	**2/28/2026**	**DUE UPON RECEIPT**

Please Pay This Amount: $3,200.00

Description	Quantity	Units	Unit Price	Extension	Total
Partial Invoice For Geotechnical Services - 1					$3,200.00
				Subtotal:	**$3,200.00**

Invoice Total - Please Remit => **$3,200.00**

If you have any questions regarding this invoice, please contact **Nathan Hildreth** at 904.880.0960

* BUDGET SUMMARY *

Budget Estimate:	$5,600.00
Previously Invoiced:	$0.00
Amt. This Invoice:	$3,200.00
Amt. Remaining:	$2,400.00

Creekview CDD 2024 Bonds Requisition 164 - ECS Florida (2140883)

Final Audit Report 2026-03-09

Created:	2026-03-09
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAArGa93P5wS1xw2zORciJUz9KUCoXRYO2

"Creekview CDD 2024 Bonds Requisition 164 - ECS Florida (21 40883)" History

Document created by Shelley Blair (blairs@etminc.com)
2026-03-09 - 12:31:43 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
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Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-03-09 - 1:28:31 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-03-09 - 1:28:46 PM GMT - Time Source: server

Agreement completed.
2026-03-09 - 1:28:46 PM GMT

Adobe Acrobat Sign

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXXIII CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **165**

(B) Name of Payee:

Creative Mailbox Designs
6422 Harney Road, Suite F
Tampa, FL 33610

(C) Amount Payable: **$ 1,734.11**

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

Creekview Trail Area 4 Extra Street Signs - Invoice 5524

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

CREATIVEMAILBOX
DESIGNS
6422 Harney Rd., Suite F
Tampa FL 33610
accounting@creativemailboxdesigns.com

INVOICE

Invoice Date: 3/6/2026
Invoice #: 5524
Customer #: 13697
Page: 1 of 1

BILL TO:	JOB LOCATION:
Creekview Community Development District 2300 Glades Rd, Suite 410W Boca Raton, FL 33431	Hyland Trail/Creekview - Phase 4 Applejack Ave & Sunnydale Lane Asbury Lake, FL 32043

SALES ORDER	PURCHASE ORDER	SALESPERSON	ORDERED DATE	PAYMENT TERMS	DUE DATE
26000192	Quote - 38940	Corey Tappan	1/21/2026	Net 30 Days	4/5/2026

LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXT PRICE
1	Extra Sign + Parts	1.00	$1,734.11	$1,734.11
	NOTAX-TAX EXEMPT ONLY		0.0000%	.00

Subtotal	**$1,734.11**
Additional Charges	0.00
Taxes	0.00
Less Deposit	0.0000
PLEASE PAY THIS AMOUNT	**$1,734.11**

Creekview CDD 2024 Bonds Requisition 165-Creative Mailbox Designs

Final Audit Report 2026-03-09

Created:	2026-03-09
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATILuFo5Opcjl65BoYYmsfmBu5vSbKq8O

"Creekview CDD 2024 Bonds Requisition 165-Creative Mailbox Designs" History

Document created by Shelley Blair (blairs@etminc.com)
2026-03-09 - 12:33:01 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-03-09 - 12:33:06 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-03-09 - 1:28:00 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-03-09 - 1:28:23 PM GMT - Time Source: server

Agreement completed.
2026-03-09 - 1:28:23 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXXIV CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **166**

(B) Name of Payee:

Kilinski | Van Wyk PLLC
PO Box 6386
Tallahassee, FL 32314

(C) Amount Payable: **$1,560.50**

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

Professional Services related to 2024 Project Construction - Invoice 13684

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

KILINSKI | VAN WYK

Kilinski | Van Wyk PLLC

P.O. Box 6386
Tallahassee, Florida 32314
United States

INVOICE

Invoice # 13684
Date: 12/12/2025
Due On: 01/11/2026

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

Statement of Account

Outstanding Balance		New Charges		Payments Received		**Total Amount Outstanding**
($3,009.50	+	$1,560.50	) - (	$0.00	) =	**$4,570.00**

CRKVIEW-105

Creekview CDD - 2024 Construction

Type	Attorney	Date	Notes	Quantity	Rate	Discount	Total
Service	JK	11/06/2025	Draft shell engineers report for modification; review/edit methodology report structure; begin updates to ancillaries	1.40	$375.00	-	$525.00
Service	CL	11/07/2025	Review Area 6 contract; Confer with J. Cornelison re: the same.	0.40	$310.00	-	$124.00
Service	JK	11/07/2025	Update supplemental engineers report; update JUM Area 6 contract and review legal terms and opportunity for change order for Phase 1 and 2; analyze change order	0.70	$375.00	-	$262.50
Service	CL	11/10/2025	Confer with J. Cornelison re: change order; Draft change order for Area 6.	0.40	$310.00	-	$124.00
Service	JK	11/12/2025	Update change order, proposal form and related	0.30	$375.00	-	$112.50

			documents for JUM future phase on 2024 Bond documents; update methodology and ER with phase language				
Service	CL	11/12/2025	Review correspondence from S. Wild re: change order; Review status of amended methodology.	0.20	$310.00	100.0%	$0.00
Service	JK	11/13/2025	Update report from WHA; confer re: amending imposition resolution; review updated to construction contract scope	0.20	$375.00	-	$75.00
Service	JK	11/17/2025	Update ER and MAM updates	0.90	$375.00	-	$337.50
					Line Item Discount Subtotal		**-$62.00**
						Total	**$1,560.50**

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

Creekview CDD 2024 Bonds Requisition 166 Kilinski Van Wyk

Final Audit Report 2026-03-16

Created:	2026-03-16
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzC4Ty3rBle6-bBXYxQ3kq11y0iNjWsXP

"Creekview CDD 2024 Bonds Requisition 166 Kilinski Van Wyk" History

Document created by Shelley Blair (blairs@etminc.com)
2026-03-16 - 3:18:28 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-03-16 - 3:18:33 PM GMT

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2026-03-16 - 8:28:50 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-03-16 - 8:29:09 PM GMT - Time Source: server

Agreement completed.
2026-03-16 - 8:29:09 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXXV

CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **167**

(B) Name of Payee:

Kilinski | Van Wyk PLLC
PO Box 6386
Tallahassee, FL 32314

(C) Amount Payable: **$1,455.00**

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

Professional Services related to 2024 Project Construction - Invoice 14158

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

KILINSKI | VAN WYK

Kilinski | Van Wyk PLLC

P.O. Box 6386
Tallahassee, Florida 32314
United States

INVOICE

Invoice # 14158
Date: 02/16/2026
Due On: 03/18/2026

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

Statement of Account

Outstanding Balance		New Charges		Payments Received		Total Amount Outstanding
($2,935.50	+	$1,455.00	) - (	$0.00	) =	**$4,390.50**

CRKVIEW-105

Creekview CDD - 2024 Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	CL	01/14/2026	Confer with N. McKenna; Revise short form agreement for mail kiosk installation; Revise sod installation agreement.	0.80	$310.00	$248.00
Service	JK	01/14/2026	Review and finalize sod installation agreement; review easement and mailbox kiosk agreement and finalize same	0.50	$375.00	$187.50
Service	JK	01/15/2026	Update construction addendum and finalize same	0.20	$375.00	$75.00
Service	CL	01/20/2026	Confer with J. Cornelison re: Area 6 agreement.	0.20	$310.00	$62.00
Service	CL	01/21/2026	Confer with N. McKenna re: SES surveying agreement.	0.20	$310.00	$62.00
Service	JK	01/22/2026	Analyze Area 6 construction contracts and update the same	0.20	$375.00	$75.00
Service	CL	01/26/2026	Revise and revise Area 6 Phases 1 and 2 construction contracts with	1.80	$310.00	$558.00

			JUM.			
Service	JK	01/29/2026	Update construction contracts and circulate same	0.30	$375.00	$112.50
Service	JK	01/30/2026	Begin review of gopher agreement and update same	0.20	$375.00	$75.00
					Total	**$1,455.00**

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

Creekview CDD 2024 Bonds Requisition 167 Kilinski Van Wyk

Final Audit Report 2026-03-16

Created:	2026-03-16
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH3tj4KhZ4zMLE7twzb8dAyX4Y7FW0s9B

"Creekview CDD 2024 Bonds Requisition 167 Kilinski Van Wyk" History

Document created by Shelley Blair (blairs@etminc.com)
2026-03-16 - 3:17:16 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-03-16 - 3:17:21 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-03-16 - 8:29:18 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-03-16 - 8:29:45 PM GMT - Time Source: server

Agreement completed.
2026-03-16 - 8:29:45 PM GMT

Adobe Acrobat Sign

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXXVI CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **168**

(B) Name of Payee:

First Coast Electric, LLC
5465 Verna Blvd.
Jacksonville, FL 32205

(C) Amount Payable: **$11,900.00**

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

Creekview 4A electrical meter housing installation - Invoice 16689

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

First Coast Electric, LLC
5465 Verna Boulevard
Jacksonville, FL. 32205

Invoice

Date	Invoice #
3/16/2026	16689

Bill To
Creekview CDD C/O: GreenPointe Holdings, LLC. 2807 Baymeadows Rd. E. Suite 205 Jacksonville, FL 32256

P.O. #	Job No.
	CT-4265

Qty	Description	Rate	Amount
	CREEKVIEW 4A - ADDED SERVICES		
	- TRENCHING AND BACKFILL FOR PRIMARY ELECTRICAL RACEWAYS - 2 EACH 60 AMP 120/240V 1-PHASE ELECTRIC SERVICES W/ METERS - 1 EACH WP GFI PER SERVICE - 2 EACH GROUND RODS AND WIRE FOR SERVICE GROUND	9,600.00	9,600.00
	CHANGE ORDER FOR ADDITIONAL PIPE WORK AND TRENCHING	2,300.00	2,300.00
	PLEASE MAKE NOTE OF OUR NEW ADDRESS FIRST COAST ELECTRIC, LLC. 5465 VERNA BOULEVARD JACKSONVILLE, FL 32205		

Total	$11,900.00
Payments/Credits	$0.00
Balance Due	$11,900.00

Phone #
(904)779-5491

Creekview CDD 2024 Bonds Requisition 168 First Coast Electric

Final Audit Report 2026-03-17

Created:	2026-03-17
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEhD1tdEW4Lnqnzf-ugw0Fetm22BZcoUF

"Creekview CDD 2024 Bonds Requisition 168 First Coast Electric" History

Document created by Shelley Blair (blairs@etminc.com)
2026-03-17 - 6:58:25 PM GMT

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2026-03-17 - 6:58:31 PM GMT

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2026-03-17 - 7:17:37 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-03-17 - 7:26:10 PM GMT - Time Source: server

Agreement completed.
2026-03-17 - 7:26:10 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXXVII

CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **169**

(B) Name of Payee: **Clary & Associates, Inc.**
3830 Crown Point Rd,
Suite A
Jacksonville, FL 32257$

(C) Amount Payable: **$ 650.00**

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

Creekview Fire Station sketch and legal - Invoice 2026-92

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

Clary & Associates, Inc
3830 CROWN POINT RD, Suite A
Jacksonville, FL 32257
9042602703
jclary@claryassoc.com
www.claryassoc.com

INVOICE

BILL TO
CREEKVIEW CDD

INVOICE # 2026-92
DATE 02/28/2026

PROJECT NAME	PROJECT LOCATION	CLIENT CONTACT
Creekview	Sandridge Rd.	Gregg Kern

DATE		QTY	RATE	AMOUNT
	Surveying Services	1	650.00	650.00

Map and Description of Fire Station site

per contract, see file provided

BALANCE DUE **$650.00**

Credit Card payments will incur an additional 4% fee to process payment

Creekview CDD 2024 Bonds Requisition 169- Clary

Final Audit Report 2026-03-18

Created:	2026-03-18
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALM7ze0S0WKwG21nHxZqb0Jem-EmU5_Wq

"Creekview CDD 2024 Bonds Requisition 169- Clary" History

Document created by Shelley Blair (blairs@etminc.com)
2026-03-18 - 12:19:16 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-03-18 - 12:19:22 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-03-18 - 3:35:49 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-03-18 - 3:36:30 PM GMT - Time Source: server

Agreement completed.
2026-03-18 - 3:36:30 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXXVIII

CONSENT AGENDA

REQUISITION 170

2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **170**

(B) Name of Payee: **England-Thims & Miller, Inc.**

[redacted]

(C) Amount Payable: **$ 78,713.36**

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

Invoice 224637 (Feb 2026) APF Road Phase 2 CEI Services (WA#24)	$	4,388.75
Invoice 224636 (Feb 2026) Area 4A CEI Services (WA#23)	$	12,183.86
Invoice 224638 (Feb 2026) Lee Parcel Preliminary Engineering (WA#27)	$	27,567.50
Invoice 224642 (Feb 2026) APF Road Phases 3-5 CEI Services (WA#30)	$	6,130.75
Invoice 224643 (Feb 2026) Area 3 Construction Documents (WA#31)	$	28,442.50
TOTAL REQUISITION	**$**	**78,713.36**

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

March 05, 2026
Invoice No: 224637

Total This Invoice $4,388.75

Project 17115.19000 APF Road Phase 2 CEI Services (WA#24)

Professional Services rendered through February 28, 2026

Phase 01. CEI Services

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	2/7/2026	1.00	255.00	255.00
Wild, Scott	2/28/2026	1.00	255.00	255.00
Project Manager/Construction Project Man				
Blalock, Clinton	2/14/2026	1.25	225.00	281.25
Ellins, Jason	2/7/2026	1.00	225.00	225.00
Ellins, Jason	2/14/2026	1.50	225.00	337.50
Ellins, Jason	2/21/2026	1.00	225.00	225.00
Ellins, Jason	2/28/2026	1.50	225.00	337.50
Engineering Intern				
Hebb, Cara	2/21/2026	.25	150.00	37.50
Engineering/Landscape Designer				
Jeter, Matthew	2/28/2026	2.00	155.00	310.00
Senior Construction Representative				
Villarruel Lopez, Jose	2/7/2026	1.00	205.00	205.00
Villarruel Lopez, Jose	2/14/2026	4.00	205.00	820.00
Villarruel Lopez, Jose	2/21/2026	1.00	205.00	205.00
Villarruel Lopez, Jose	2/28/2026	2.50	205.00	512.50
Totals		19.00		4,006.25
Total Labor				**4,006.25**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	4,006.25	86,559.25	90,565.50	
Limit			95,000.00	
Remaining			4,434.50	
		Total this Phase		**$4,006.25**

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	2/14/2026	1.50	255.00	382.50	
Totals		1.50		382.50	
Total Labor					**382.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	382.50	6,800.25	7,182.75	
Limit			19,530.00	
Remaining			12,347.25	
		Total this Phase		**$382.50**

Phase 03. CDD Tax Exempt Purchase Requisitions

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	19,101.50	19,101.50	
Limit			20,000.00	
Remaining			898.50	
		Total this Phase		**0.00**

Phase 04. Owner Requested Plan Revisions

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	0.00	32,434.00	32,434.00	
Limit			40,000.00	
Remaining			7,566.00	
		Total this Phase		**0.00**

Phase XP. Expenses

Billing Limits	**Current**	**Prior**	**To-Date**	
Expense	0.00	2,179.14	2,179.14	
Limit			2,500.00	
Remaining			320.86	
		Total this Phase		**0.00**
		Total This Invoice		**$4,388.75**

Outstanding Invoices

Number	**Date**	**Balance**
223721	1/12/2026	9,208.93
224139	2/5/2026	9,787.50
Total		**18,996.43**

Total Now Due **$23,385.18**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

March 05, 2026
Invoice No: 224636

Total This Invoice $12,183.86

Project 17115.18000 Area 4A CEI Services (WA#23)

Professional Services rendered through February 28, 2026

Phase 01. CEI Services

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	2/7/2026	1.00	255.00	255.00
Wild, Scott	2/14/2026	.50	255.00	127.50
Wild, Scott	2/21/2026	1.00	255.00	255.00
Project Manager/Construction Project Man				
Blalock, Clinton	2/7/2026	5.25	225.00	1,181.25
Blalock, Clinton	2/21/2026	.25	225.00	56.25
Blalock, Clinton	2/28/2026	.50	225.00	112.50
Ellins, Jason	2/7/2026	1.50	225.00	337.50
Ellins, Jason	2/14/2026	1.50	225.00	337.50
Ellins, Jason	2/21/2026	1.00	225.00	225.00
Ellins, Jason	2/28/2026	1.50	225.00	337.50
Engineering Intern				
Hebb, Cara	2/7/2026	1.00	150.00	150.00
Hebb, Cara	2/21/2026	.25	150.00	37.50
Engineering/Landscape Designer				
Jeter, Matthew	2/7/2026	12.50	155.00	1,937.50
Jeter, Matthew	2/14/2026	1.00	155.00	155.00
Jeter, Matthew	2/21/2026	2.00	155.00	310.00
Senior Construction Representative				
Villarruel Lopez, Jose	2/7/2026	4.75	205.00	973.75
Villarruel Lopez, Jose	2/14/2026	1.00	205.00	205.00
Villarruel Lopez, Jose	2/21/2026	2.25	205.00	461.25
Totals		38.75		7,455.00
Total Labor				**7,455.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	7,455.00	111,402.00	118,857.00
Limit			120,000.00
Remaining			1,143.00

Total this Phase **$7,455.00**

Phase 02. Progress Meetings

Labor

		Hours	Rate	Amount	
Engineering Intern					
Hebb, Cara	2/7/2026	.50	150.00	75.00	
Hebb, Cara	2/21/2026	.50	150.00	75.00	
Hebb, Cara	2/28/2026	.50	150.00	75.00	
Totals		1.50		225.00	
Total Labor					**225.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	225.00	13,370.50	13,595.50
Limit			39,060.00
Remaining			25,464.50

Total this Phase **$225.00**

Phase 03. CDD Tax Exempt Purchase Requisitions

Labor

		Hours	Rate	Amount	
Administrative Support					
Blair, Shelley	2/7/2026	.75	110.00	82.50	
Blair, Shelley	2/14/2026	1.00	110.00	110.00	
Blair, Shelley	2/21/2026	3.00	110.00	330.00	
Blair, Shelley	2/28/2026	2.00	110.00	220.00	
Totals		6.75		742.50	
Total Labor					**742.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	742.50	9,534.50	10,277.00
Limit			15,000.00
Remaining			4,723.00

Total this Phase **$742.50**

Phase 04. Owner Requested Plan Revisions

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	36,295.50	36,295.50
Limit			40,000.00
Remaining			3,704.50

Total this Phase **0.00**

Phase XP. Expenses

Expenses

Permits			3,270.75	
Total Expenses	**1.15 times**	**3,270.75**		**3,761.36**

Billing Limits	Current	Prior	To-Date	
Expense	3,761.36	1,500.00	5,261.36	
Limit			7,500.00	
Remaining			2,238.64	
			Total this Phase	**$3,761.36**
			Total This Invoice	**$12,183.86**

Outstanding Invoices

Number	Date	Balance		
223628	1/9/2026	5,938.39		
224137	2/5/2026	10,753.75		
Total		**16,692.14**		
			Total Now Due	**$28,876.00**

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

March 05, 2026
Invoice No: 224638

Total This Invoice $27,567.50

Project 17115.21000 Lee Parcel Preliminary Engineering WA27

Professional Services rendered through February 28, 2026

Phase 1. Preliminary Engineering

Labor

		Hours	Rate	Amount
Senior Engineer/Senior Project Manager				
Wild, Scott	2/7/2026	5.50	255.00	1,402.50
Wild, Scott	2/14/2026	4.00	255.00	1,020.00
Wild, Scott	2/21/2026	4.50	255.00	1,147.50
Project Manager/Construction Project Man				
Blalock, Clinton	2/14/2026	2.75	225.00	618.75
Blalock, Clinton	2/21/2026	6.00	225.00	1,350.00
Blalock, Clinton	2/28/2026	13.25	225.00	2,981.25
Engineer				
Schneider, Brennan	2/14/2026	3.00	190.00	570.00
Schneider, Brennan	2/21/2026	13.00	190.00	2,470.00
Schneider, Brennan	2/28/2026	4.00	190.00	760.00
Engineering Intern				
Hanson, Carter	2/21/2026	9.00	150.00	1,350.00
Hanson, Carter	2/28/2026	16.00	150.00	2,400.00
Engineering/Landscape Designer				
Jeter, Matthew	2/21/2026	2.00	155.00	310.00
Simonelli, Dino	2/7/2026	24.00	155.00	3,720.00
Simonelli, Dino	2/14/2026	9.00	155.00	1,395.00
Simonelli, Dino	2/28/2026	3.00	155.00	465.00
Administrative Support				
Blair, Shelley	2/21/2026	1.25	110.00	137.50
Principal - Vice President				
Welch, Daniel	2/7/2026	1.00	305.00	305.00
Welch, Daniel	2/14/2026	1.00	305.00	305.00
Welch, Daniel	2/21/2026	.50	305.00	152.50
Welch, Daniel	2/28/2026	1.00	305.00	305.00
Totals		123.75		23,165.00
Total Labor				**23,165.00**

Billing Limits	Current	Prior	To-Date	
Labor	23,165.00	64,573.75	87,738.75	
Limit			90,000.00	
Remaining			2,261.25	
		Total this Phase		**$23,165.00**

Phase 2. Project Management

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	2/7/2026	2.50	255.00	637.50	
Wild, Scott	2/14/2026	6.00	255.00	1,530.00	
Wild, Scott	2/21/2026	6.50	255.00	1,657.50	
Wild, Scott	2/28/2026	1.00	255.00	255.00	
Sr. Landscape Architect					
Clark, Ryan	2/21/2026	1.50	215.00	322.50	
Totals		17.50		4,402.50	
Total Labor					**4,402.50**

Billing Limits	Current	Prior	To-Date	
Labor	4,402.50	15,981.25	20,383.75	
Limit			25,000.00	
Remaining			4,616.25	
		Total this Phase		**$4,402.50**

Phase XP. Expenses

Total this Phase		**0.00**
Total This Invoice		**$27,567.50**

Outstanding Invoices

Number	Date	Balance
223630	1/9/2026	17,967.50
224140	2/5/2026	21,468.75
Total		**39,436.25**

Total Now Due	**$67,003.75**

ETM ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

March 05, 2026
Invoice No: 224642

Total This Invoice $6,130.75

Project 17115.26000 APF Road Phases 3-5 CEI Services (WA#30)

Professional Services rendered through February 28, 2026

Phase 01. CEI Services

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	2/7/2026	1.00	255.00	255.00	
Wild, Scott	2/14/2026	1.00	255.00	255.00	
Wild, Scott	2/21/2026	1.00	255.00	255.00	
Wild, Scott	2/28/2026	1.00	255.00	255.00	
Totals		4.00		1,020.00	
Total Labor					**1,020.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	1,020.00	2,485.00	3,505.00
Limit			58,770.00
Remaining			55,265.00

Total this Phase $1,020.00

Phase 02. Progress Meetings

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	637.50	637.50
Limit			21,600.00
Remaining			20,962.50

Total this Phase 0.00

Phase 03. CDD Tax Exempt Purchase Requisitions

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	1,147.50	1,147.50
Limit			20,000.00
Remaining			18,852.50

Total this Phase 0.00

Phase 04. Owner Requested Plan Provisions

Labor

		Hours	Rate	Amount	
Senior Engineer/Senior Project Manager					
Wild, Scott	2/21/2026	1.50	255.00	382.50	
Wild, Scott	2/28/2026	1.00	255.00	255.00	
Project Manager/Construction Project Man					
Blalock, Clinton	2/21/2026	2.75	225.00	618.75	
Blalock, Clinton	2/28/2026	10.25	225.00	2,306.25	
Snr Engineering Designer/Snr LA Designer					
Daugherty, Cory	2/28/2026	1.00	170.00	170.00	
Administrative Support					
Blair, Shelley	2/28/2026	1.50	110.00	165.00	
Totals		18.00		3,897.50	
Total Labor					**3,897.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	3,897.50	18,567.50	22,465.00	
Limit			25,000.00	
Remaining			2,535.00	
		Total this Phase		**$3,897.50**

Phase XP. Expenses

Expenses

Permits			1,055.00	
Total Expenses		**1.15 times**	**1,055.00**	**1,213.25**

Billing Limits	**Current**	**Prior**	**To-Date**	
Expense	1,213.25	0.00	1,213.25	
Limit			5,000.00	
Remaining			3,786.75	
		Total this Phase		**$1,213.25**
		Total This Invoice		**$6,130.75**

Outstanding Invoices

Number	**Date**	**Balance**
223635	1/9/2026	14,658.75
224144	2/5/2026	6,116.25
Total		**20,775.00**

Total Now Due **$26,905.75**

Payment Receipt Confirmation

Your payment was successfully processed.

Receipt Contact Information

Contact Name St. John's River Water Management District

Transaction Summary

Receipt Confirmation

Description	Amount
WMD Permit	$1,055.00
Total Amount Paid	$1,055.00

Transaction Detail

SKU	Description	Unit Price	Quantity	Amount
160968-25	Environmental Resource Permit	$1,055.00	1	$1,055.00
Total Amount Paid				$1,055.00

Customer Information

Customer Name Clint Blalock
Company Name England Thims & Miller, Inc.
Local Reference ID Environmental Resource Permit 1022641
Receipt Date 2/24/2026
Receipt Time 05:15:12 PM EST

Payment Information

Payment Type Credit Card
Credit Card Type VISA
Credit Card Number ******3148
Order ID 258220884
Name on Credit Card Scott Wild

Billing Information

Billing Address 14775 Old Saint Augustine Rd
Billing City, State Jacksonville, FL
Billing Zip/Postal Code 32258-2463
Country US
Phone Number 904-265-3129

This receipt has been emailed to the address below.

Email Address blalockc@etminc.com

ETM ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Creekview CDD
c/o Wrathell, Hunt & Associates, LLC
Attn: Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

March 05, 2026
Invoice No: 224643

Total This Invoice $28,442.50

Project 17115.27000 Area 3 Construction Documents (WA#31)

Professional Services rendered through February 28, 2026

Phase 01. Site Plan Revisions

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	0.00	170.00	170.00
Limit			7,500.00
Remaining			7,330.00

Total this Phase 0.00

Phase 01.1 Lump Sum (Ph 2-9)

	Fee	**Percent Complete**	**Earned**	**Current Billing**
02.Clay County DRC Approval	13,250.00	0.00	0.00	0.00
03.Construction Plan Preparation	97,000.00	75.00	72,750.00	24,250.00
04.Landscape Design(Code Design)	9,700.00	25.00	2,425.00	2,425.00
05.Clay County Plan Approval	8,500.00	0.00	0.00	0.00
06.CCUA Plan Approval	7,500.00	0.00	0.00	0.00
07.CCUA Water/Sewer Permits	6,500.00	0.00	0.00	0.00
08.SJRWMD ERP	24,000.00	0.00	0.00	0.00
09.Electric Design Coordination	6,500.00	0.00	0.00	0.00
Total Fee	172,950.00		75,175.00	26,675.00
	Total Fee			**26,675.00**

Total this Phase $26,675.00

Phase 10. Project Management

Labor

		Hours	**Rate**	**Amount**
Vice President				
Budd, Shawn	2/7/2026	.50	295.00	147.50
Budd, Shawn	2/14/2026	.50	295.00	147.50
Budd, Shawn	2/28/2026	.50	295.00	147.50
Senior Engineer/Senior Project Manager				
Wild, Scott	2/7/2026	3.00	255.00	765.00

Wild, Scott	2/21/2026	1.00	255.00	255.00	
Project Manager/Construction Project Man					
Blalock, Clinton	2/21/2026	.50	225.00	112.50	
Administrative Support					
Blair, Shelley	2/7/2026	1.75	110.00	192.50	
Totals		7.75		1,767.50	
Total Labor					**1,767.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	1,767.50	6,375.00	8,142.50	
Limit			15,000.00	
Remaining			6,857.50	
		Total this Phase		**$1,767.50**

Phase XP. Expenses

Total this Phase		**0.00**
Total This Invoice		**$28,442.50**

Outstanding Invoices

Number	**Date**	**Balance**
223636	1/9/2026	10,098.00
224145	2/5/2026	35,026.25
Total		**45,124.25**

Total Now Due	**$73,566.75**

Creekview CDD 2024 Bonds Requisition 170 ETM (Feb 2026)

Final Audit Report 2026-03-20

Created:	2026-03-19
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANAATnVINnEFN3M-8_YXxx3MNQwK5uoVZ

"Creekview CDD 2024 Bonds Requisition 170 ETM (Feb 2026)" History

Document created by Shelley Blair (blairs@etminc.com)
2026-03-19 - 12:56:47 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-03-19 - 12:56:53 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-03-20 - 6:26:42 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-03-20 - 6:27:20 PM GMT - Time Source: server

Agreement completed.
2026-03-20 - 6:27:20 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXXIX CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **171**

(B) Name of Payee: [redacted]
Ferguson Enterprises, LLC
[redacted]

(C) Amount Payable: **$ 75,051.20**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Creekview Area 4 Direct Owner Purchase (water, sewer, storm and underdrain)**

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Phase 2 Project;

4. each disbursement represents a Cost of the Phase 2 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

FERGUSON			
INVOICE NUMBER	*AMOUNT*	*INVOICE DATE*	
2215522	$63,724.00	02/18/26	4C
2215522-1	$11,327.20	02/23/26	4C
TOTAL	$75,051.20		

FERGUSON WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2215522	$63,724.00	69548	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149
PO BOX 541079
ATLANTA, GA 30353-4079

MASTER ACCOUNT NUMBER: 1042440

SHIP TO:

JAX UTLITIES MANAGEMENT
AMERICANA DR
GREEN COVE SPRINGS, FL 32043

CREEKVIEW COMMUNITY DEVELOPMEN
2300 GLADES RD STE 410W
CREEKVIEW 4A
C/O JAX UTILITES MGMT
BOCA RATON, FL 33431

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLE	CREEKVIEW 4C-SOURCE	219	CREEKVIEW 4C	02/18/26	118236D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 2215521			
80	80	A18650020IBPL	18X20 HP DW GRAY SLD PL PIPE	24.850	FT	1988.00
460	400	A30650020IBPL	30X20 HP DW GRAY SLD PL PIPE	63.130	FT	25252.00
80	0	A36650020IBPL	36X20 HP DW GRAY SLD PL PIPE		FT	0.00
420	400	A42650020IBPL	42X20 HP DW STORM SLD PL PIPE	91.210	FT	36484.00
			INVOICE SUB-TOTAL			**63724.00**

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Remit to Change: Please make note of the updated remit to address above

Instead of paying by check, consider going to *Ferguson.com/billpay* to learn about our free, secure, and convenient online payment platform. Here you can find copies of invoices, pay online, and enroll in our new auto-pay solution!

TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$63,724.00**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

FERGUSON WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2215522-1	$11,327.20	69548	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149
PO BOX 541079
ATLANTA, GA 30353-4079

MASTER ACCOUNT NUMBER: 1042440

SHIP TO:

JAX UTLITIES MANAGEMENT
AMERICANA DR
GREEN COVE SPRINGS, FL 32043

CREEKVIEW COMMUNITY DEVELOPMEN
2300 GLADES RD STE 410W
CREEKVIEW 4A
C/O JAX UTILITES MGMT
BOCA RATON, FL 33431

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLE	CREEKVIEW 4C-SOURCE	219	CREEKVIEW 4C	02/23/26	118266D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 2215521			
60	60	A30650020IBPL	30X20 HP DW GRAY SLD PL PIPE	63.130	FT	3787.80
80	80	A36650020IBPL	36X20 HP DW GRAY SLD PL PIPE	71.440	FT	5715.20
20	20	A42650020IBPL	42X20 HP DW STORM SLD PL PIPE	91.210	FT	1824.20
			INVOICE SUB-TOTAL			**11327.20**

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE** **$11,327.20**

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Creekview CDD 2024 Bonds Requisition 171 - Ferguson

Final Audit Report 2026-03-23

Created:	2026-03-23
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAActs_JuiNDWNplvKR3KDhq5j1rQlDm13J

"Creekview CDD 2024 Bonds Requisition 171 - Ferguson" History

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Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-03-23 - 2:29:29 PM GMT - Time Source: server

Agreement completed.
2026-03-23 - 2:29:29 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3BXXX CONSENT AGENDA

REQUISITION 2024 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank Trust Company, National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Phase 2 Project)

The undersigned, a Responsible Officer of the Creekview 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 April 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **172**

(B) Name of Payee: [redacted]
Jax Utilities Management, Inc.
[redacted]

(C) Amount Payable: **$ 377,561.82**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Creekview Trail Area 6 Earthwork - Application for Payment No. 8 (Feb 2026)**

(E) Account from which disbursement to be made: 2024 Acquisition and Construction Account

The undersigned hereby certifies that:

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

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

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

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

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 2 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 2 Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 2 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 2 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 2 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

FROM (CONTRACTOR):
Jax Utilities Management, Inc
5465 Verna Boulevard
Jacksonville, FL 32205

CONTRACT FOR:
Clearing & Earthwork

TO (OWNER):
Creekview GP, LLC
c/o England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258

APPLICATION NO: 8
PERIOD TO: February 25, 2026
PROJECT: **Creekview 6 Earthwork**

CONTRACTORS APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner TOTAL	0.00	0.00
Approved this Month Number / Date Approved		
1		
2		
3		
4		
5		
6		
7		
8		
9		
TOTALS	0.00	0.00
Net change by Change Orders	0.00	

1. ORIGINAL CONTRACT SUM	$6,398,020.00
2. Net Change by Change Orders	$0.00
3. CONTRACT SUM TO DATE (LINE 1 +,- 2)	$6,398,020.00
4. TOTAL COMPLETED AND STORED TO DATE	$5,672,441.80
5. RETAINAGE a. 5% % (Column D+E on G703) Total retainage (Line 5a, or Total in Column J of G703)	$283,622.09
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$5,388,819.71
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$5,011,257.89
8. CURRENT PAYMENT DUE	**$377,561.82**
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$1,009,200.29

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 for by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.

Notary Public State of Florida
Anne-Marie James
My Commission
HH 276959
EXP. 8/17/2026

State of: Florida County of: Duval
Subscribed and sworn before me this 25th day of February 2026
Notary Public:
My Commision expires: August 17, 2026

CONTRACTOR: Jax Utilities Management, Inc

By: Date: 2/25/2026

AMOUNT CERTIFIED **$377,561.82**
ENGINEER: England-Thims & Miller, Inc.
BY: DATE: **March 24, 2026**

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

ENGINEERS CERTIFICATE FOR PAYMENT

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

Project Number: 202,513.00
Project Name: Creekview Area 6
Owner Name: ET&M
Contract Number:
For Month Ending: 2/25/2026

Period Ending: 02/25/26
Variance
Projected Final
Billings To Date $5,672,441.80
Remaining Billings $725,578.20

Bid Items	Original Contract Amt				Prev.	Current		Materials	To Date		Remaining		Projected Final		%	Projection vs. Original Variance at Completion	
	Qty	UM	Unit Price	L&E Total Amount	Quantity	Quantity	Amount	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Complete	Quantity	Amount
CV 6 - Earthwork																	
MOBILIZATION AND SITE PREPARATION																	
Mobilizations	1.00	LS	5,000.00	$ 5,000.00	1.00		$ -		1.00	$ 5,000.00	-	$ -	1.00	$ 5,000.00	100%	0.000	$ -
Survey	1.00	LS	25,000.00	$ 25,000.00	1.00		$ -	-	1.00	$ 25,000.00	-	$ -	1.00	$ 25,000.00	100%	0.000	$ -
Testing	1.00	LS	25,000.00	$ 25,000.00	1.00		$ -		1.00	$ 25,000.00	-	$ -	1.00	$ 25,000.00	100%	0.000	$ -
Total			$55,000.00	$ 55,000.00			$ -			$ 55,000.00		$0.00		$55,000.00	100.00%		$ -
CLEARING AND GRUBBING																	
Clearing & Stripping	63.00	AC	9,800.00	$ 617,400.00	63.00		$ -		63.00	$ 617,400.00	-	$ -	63.00	$ 617,400.00	100%	0.000	$ -
Total				$ 617,400.00			$ -			$ 617,400.00		$0.00		$617,400.00	100.00%		$ -
UNSUITABLE MATERIAL																	
Pipe Trench Unsuitables	47,000.00	CY	13.00	$ 611,000.00	13,445.00		$ -		13,445.00	$ 174,785.00	33,555.00	$ 436,215.00	47,000.00	$ 611,000.00	29%	0.000	$ -
Total				$ 611,000.00			$ -			$ 174,785.00		$436,215.00		$611,000.00	28.61%		$ -
STORMWATER MNGT.																	
Pond Excavation	65,600.00	CY	8.00	$ 524,800.00	65,600.00		$ -		65,600.00	$ 524,800.00	-	$ -	65,600.00	$ 524,800.00	100%	0.000	$ -
Pond Dewatering	1.00	LS	215,000.00	$ 215,000.00	1.00		$ -		1.00	$ 215,000.00	-	$ -	1.00	$ 215,000.00	100%	0.000	$ -
Total				$ 739,800.00			$ -			$ 739,800.00		$0.00		$739,800.00			$ -
EARTHWORK																	
Site & Lot Fill Phase I	239,000.00	CY	10.30	$ 2,461,700.00	239,000.00		$ -		239,000.00	$ 2,461,700.00	-	$ -	239,000.00	$ 2,461,700.00	100%	0.000	$ -
Site & Lot Fill Phase II	82,000.00	CY	10.30	$ 844,600.00	74,180.00	7,820.00	$ 80,546.00		82,000.00	$ 844,600.00	-	$ -	82,000.00	$ 844,600.00	100%	0.000	$ -
Site Grading	1.00	LS	30,000.00	$ 30,000.00	0.90		$ -		0.90	$ 27,000.00	0.10	$ 3,000.00	1.00	$ 30,000.00	90%	0.000	$ -
Total				$ 3,336,300.00			$ 80,546.00			$ 3,333,300.00		$3,000.00		$3,336,300.00	99.91%		$ -
Earthwork As Builts																	
Pond & Lot As Builts	1.000	LS	$ 20,000.00	$ 20,000.00	-		$ -		-	$ -	1.00	$ 20,000.00	1.00	$ 20,000.00	0%	0.000	$ -
Total				$ 20,000.00			$ -			$ -		$20,000.00		$20,000.00	0.00%		$ -
SEEDING & SOD																	
Grassing	265,000.000	SY	$ 0.75	$ 198,750.00	65,718.00	75,850.00	$ 56,887.50		141,568.00	$ 106,176.00	123,432.00	$ 92,574.00	265,000.00	$ 198,750.00	53%	0.000	$ -
Sod - Ponds & Lot Slopes	118,100.000	SY	$ 5.20	$ 614,120.00	34,679.00	50,000.00	$ 260,000.00		84,679.00	$ 440,330.80	33,421.00	$ 173,789.20	118,100.00	$ 614,120.00	72%	0.000	$ -
Total				$ 812,870.00			$ 316,887.50			$ 546,506.80		$266,363.20		$812,870.00	67.23%		$ -
EROSION CONTROL																	
Erosion Control NPDES	1.000	LS	$ 12,000.00	$ 12,000.00	1.00		$ -	-	1.00	$ 12,000.00	-	$ -	1.00	$ 12,000.00	100%	0.000	$ -
Silt Fence	30,300.000	LF	$ 5.50	$ 166,650.00	30,300.00		$ -		30,300.00	$ 166,650.00	-	$ -	30,300.00	$ 166,650.00	100%	0.000	$ -
Construction Entrance	1.000	LS	$ 18,000.00	$ 18,000.00	1.00		$ -		1.00	$ 18,000.00	-	$ -	1.00	$ 18,000.00	100%	0.000	$ -
Total				$ 196,650.00			$ -			$ 196,650.00		$0.00		$196,650.00	100.00%		$ -
STORMWATER POLLUTION PLAN																	
SWPPP	1.000	LS	$ 9,000.00	$ 9,000.00	1.00		$ -	-	1.00	$ 9,000.00	-	$ -	1.00	$ 9,000.00	100%	0.000	$ -
Total				$ 9,000.00			$ -			$ 9,000.00		$0.00		$9,000.00	100.00%		$ -
CV Area 6 Earthwork				$6,398,020.00			$397,433.50	$0.00		$5,672,441.80		$725,578.20		$6,398,020.00			$0.00

PARTIAL RELEASE OF CLAIM OF LIEN

The undersigned lienor, in consideration of payment in the amount of $377,561.82 , hereby partially releases its claim of lien for labor, services, or materials furnished to Creekview GP, LLC ,on the job of Creekview 6 Earthwork , for the following described property:

Creekview 6 Earthwork

The undersigned lienor acknowledges previous receipt of $ 3,946,979.80 and is executing this waiver and release in exchange for a check or checks in the additional amount of $ 377,561.82 , this partial release of claim of lien expressly and totally is conditioned on receipt of the check or checks and the collection of the funds in the amount of $ 1,441,839.91 .

There remains unpaid $ 2,451,040.19

Dated: February 25 , 20 26

Signed and sealed in the presence of:

Witness

Lienor

STATE OF FLORIDA
COUNTY OF Duval

I HEREBY CERTIFY that on this day, February 25 , 2026 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles D. Freshwater, as President of Jax Utilities Management, Inc. a Florida corporation,on behalf of the corporation, and she/he acknowledged before me that she/he executed the same and did so by order of the Board of Directors of the Corporation.

He/She is personally known to me [X] produced N/A as identification [ ]

Notary Public State of Florida
Anne-Marie James
My Commission
HH 276959
Exp. 8/17/2026

Notary Public

F.S. 713.20

Current as of February 4, 2010

Creekview CDD Requisition 172 - JUM (Area 6 - No. 8)

Final Audit Report 2026-03-25

Created:	2026-03-25
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3-8450R7krVgRQtfd82czwrMNS9lpi0L

"Creekview CDD Requisition 172 - JUM (Area 6 - No. 8)" History

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CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3C

CONSENT AGENDA

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CI

CONSENT

AGENDA

AGREEMENT

GEMINI Engineering & Sciences, Inc.

Mr. Joe Cornelison
Creekview Community Development District
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

February 8, 2026

Subject: **Creekview Trail Area 4A, 4B, and APF Road in Clay County, Florida**
Follow-up Letter of Map Revision

Dear Mr. Cornelisonn:

I appreciate this opportunity to provide our proposal in connection with your two proposed Creekview Trail road crossings over Bradley Creek Tributary 1 in Clay County, Florida. The crossings are associated with development Areas 4A and 4B. Gemini has previously provided services related to the numerical analysis of the crossings (and by association, the residential development areas) based on site plans, and the submittal and approval of a Conditional Letter of Map Revision (CLOMR) from FEMA for the crossings. For this proposal, Gemini will be providing similar hydraulic modeling services, but now based on as-built surveys, and the preparation and submittal of a follow-up Letter of Map Revision (LOMR) to FEMA. A detailed description of our Services is provided below.

Requirements and Scope of Services

1. We will need the following items:
    a. Certified digital (PDF and CAD) of the roadway and cross-drain as-built surveys. At this time, the residential development's stormwater and grading as-built surveys is not specifically needed since it is assumed that the crossing and roadway calculations will be sufficient to ensure the lots are removed from the flood zone, as depicted in the approved CLOMR application.
    b. Certified stormwater operations and maintenance plan.
2. We will update the GIS coverages and hydraulic modeling based on the provided certified as-built surveys. We will simulate the final as-built 100-year design storm and review the results to confirm the site has been constructed appropriately relative to the CLOMR. We will have to also simulate the other FEMA-required design storms.
3. Assuming the modeling results are acceptable, we will delineate the final as-built post-project conditions floodplain using the surveys and lidar data. We will tie the mapping to the effective mapping, as required by FEMA. The mapping will include the necessary BFEs, zone breaks, and other standard FEMA mapping features.

12926 Gran Bay Parkway West, Suite 210
Jacksonville, Florida 32258
T 904.217.7485 www.geminiengineering.com

4. Once the modeling and mapping results have been completed, and with your approval, we will prepare and submit a follow-up LOMR application to the County and FEMA to officially revise the floodplain. We will prepare the necessary forms, figures, documentation, and certifications.

5. We will submit the follow-up LOMR to the County and FEMA, and answer questions from the reviewers concerning our analysis. We will keep you updated on the status of the LOMR review until a determination is made.

With any LOMR submittal, due process requirements will be necessary. This mainly involves the notification to property owners that portions of their land have been affected by the pending LOMR. Gemini will be handling the notifications with possible assistance from you in obtaining the contact information for the affected property owners.

Fee Schedule and Timeline

Once we receive all the necessary items, our timeline is as follows:

Tasks 1-2 (Modeling)	2-3 weeks
Task 3 (Mapping)	1 week
Task 4 (LOMR)	2 weeks for preparation and submittal
Task 5 (LOMR Review)	variable

Please note that the FEMA review time frame has most recently taken 8-10 months for a follow-up LOMR review. Additionally, once a LOMR has been approved, there is another approximately 4-month period that is required prior to the approved LOMR becoming effective for insurance purposes.

Our fee schedule (lump sum) is as follows:

Tasks 1-2 (Modeling)	$8,600
Task 3 (Mapping)	$3,700
Task 4 (LOMR)	$8,500
Task 5 (LOMR Review)	$6,500

Late payments are subject to a 1.5% per month interest charge. Please note that the above costs do not include any review fees or survey costs. **At this time, FEMA requires a review fee of $8,000 for a follow-up LOMR.**

ADDENDUM TO AGREEMENT

Agreement: **LOMR Creekview Trail Areas 4A, 4B and APF Road dated February 8, 2026** ("Agreement")
Contractor: Gemini Engineering & Sciences, Inc. ("Contractor")
District: Creekview Community Development District ("District")
Services: LOMR **Creekview Trail Areas 4A, 4B and APF Road** ("Services")

The following provisions govern the agreement referenced above:

1. Effective Date. This Addendum and the Agreement it modifies shall be deemed effective as of the later of (i) the date of the full execution of this Addendum by both parties or (ii) the date of the underlying Agreement referenced above.

2. Duties.

    a. Contractor agrees, as an independent contractor, to undertake the Services described in the Agreement in a neat and professional manner reasonably acceptable to the District, in accordance with applicable industry standards for LOMR preparation, FEMA compliance, and floodplain analysis, and in accordance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to FEMA regulations for Letter of Map Revision submissions, Florida Department of Environmental Protection regulations, and applicable water management district rules.

    b. Contractor shall use reasonable care in performing the Services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor agrees to commence repair of any damage resulting from Contractor's activities and work within twenty-four (24) hours of receiving notice of such damage from the District.

    c. Contractor agrees to notify the District prior to performing any work subject to any price increases, and to proceed with the work only upon written consent from the District.

    d. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all Services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of the Agreement, if any, which Contractor shall assign to the District as necessary to give the District the benefit of said warranties, all Services provided by Contractor pursuant to the Agreement shall be warranted for materials, labor and workmanship for one (1) year from the date of acceptance of the Services by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement

shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

e. All permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

3. Compensation. In exchange for completing the Services as identified in the Agreement, and upon final completion and approval by the District of the Services, the District agrees to pay Contractor the not to exceed amount of **Thirty Five Thousand, Three Hundred and 00/100 Dollars ($35,300.00)**. This compensation includes the FEMA review fee, all parts, materials, and labor necessary to complete the Services as described in the Agreement and this Addendum including resubmittals. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render invoices to the District, in writing, which shall be delivered or mailed to the District. These invoices are due and payable within forty-five (45) days of receipt of a proper invoice in accordance with Florida's Prompt Payment Act, sections 218.70 et seq. of the Florida Statutes, unless the District disputes the invoice in writing within twenty (20) days of receipt. Each invoice shall include such supporting information as the District may reasonably require Contractor to provide.

4. Additional Work. Should the District desire that Contractor provide additional work, including survey costs, and/or services, such additional work and/or services shall be fully performed by Contractor after the District's prior approval of a required change order. Contractor agrees that the District shall not be liable for the payment of any additional work and/or services, unless the District first authorizes Contractor to perform such additional work and/or services through an authorized and fully executed change order.

5. Termination. The Agreement may be terminated immediately by the District for cause, or upon thirty (30) days' written notice by either party for any or no reason, provided however that any termination by Contractor shall only be effective after providing the District with a reasonable opportunity to cure any default. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the District, provided however that Contractor shall be entitled to payment for any Services actually performed and accepted by the District through the effective date of termination, subject to any offsets. Upon termination, Contractor shall promptly deliver to the District all work product, including but not limited to all hydraulic models, survey data, engineering calculations, draft LOMR applications, correspondence with FEMA, and all other documents and materials prepared in connection with the Services, regardless of the state of completion.

6. Insurance.

   a. Contractor, and any subcontractor performing the Services described in this Agreement, shall maintain throughout the term of this Agreement the following insurance:

      i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

      ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries and property damage, with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operations.

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

   b. The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Additional Insureds") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective until at least thirty (30) days after prior written notice to the District, or ten (10) days for non-payment of premium. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.

   c. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. Indemnification.

   a. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers,

counsel, engineers, staff and representatives (together, "Indemnitees"), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the work, (ii) Contractor's performance of, or failure to perform, Contractor's obligations pursuant to the Agreement or any services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in the Agreement or any services.

b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in the Agreement is intended to waive or alter any other remedies that the District may have as against Contractor. The provisions of this Section 7 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to the Agreement or otherwise obtained by Contractor, and the provisions of this Section 7 survive the expiration or earlier termination of the Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

8. Limitations on Governmental Liability. Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's sovereign immunity or limitations on liability contained in section 768.28, *Florida Statutes*, or other statute, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Wrathell, Hunt and Associates, LLC** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement's term and following the Agreement term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to

the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

10. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both parties hereto.

11. Assignment. Neither the District nor Contractor may assign the Agreement or any monies to become due hereunder without the prior written approval of the other.

12. Liens and Claims. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

13. Controlling Law and Venue. In the event that either party is required to enforce the Agreement, as amended by this Addendum, by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Agreement, as amended, and the provisions contained in the Agreement and this Addendum shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding the Agreement or this Addendum shall be Hernando County, Florida.

14. E-Verify. Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a

good faith belief that Contractor has knowingly violated section 448.091, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

15. Scrutinized Companies. In accordance with section 287.135, *Florida Statutes*, Contractor represents that in entering into the Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

16. Authorization. The execution of the Agreement and this Addendum has been duly authorized by the appropriate body or official of the parties, the parties have complied with all the requirements of law, and the parties have full power and authority to comply with the terms and provisions of the Agreement and this Addendum.

17. Anti-Human Trafficking Requirements. Contractor certifies, by acceptance of the Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, in a form acceptable to the District, in compliance with section 787.06(13), *Florida Statutes*.

18. Addendum Controls. The Agreement, as amended by this Addendum, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of the Agreement. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

GEMINI ENGINEERING & SCIENCES, INC.

By: Ki Hong Pak
Its: President
Date: February 10, 2026

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

Chairperson/Vice Chairperson,
Board of Supervisors
Date: 2/11/2026

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CII

CONSENT AGENDA

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

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CONSENT AGENDA

AGREEMENT BETWEEN CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT AND RUPPERT LANDSCAPE, LLC FOR LANDSCAPE AND IRRIGATION INSTALLATION
[Area 4B Sod Installation]

THIS AGREEMENT ("Agreement") is made and entered into this 15TH day of January 2026, by and between:

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with an address c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

RUPPERT LANDSCAPE, LLC, a Delaware limited liability company authorized to transact business in Florida, with an address of 23601 Laytonsville Rd. Laytonsville, MD 20882 ("**Contractor**," and together with the District, the "**Parties**," and separately "**Party**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including landscape improvements; and

WHEREAS, the District desires to retain an independent contractor to perform landscape and irrigation installation services and provide materials associated therewith, as more particularly described in this Agreement and on the attached **Exhibit A** and depicted in **Exhibit B**, and Contractor represents that it is capable of providing such materials and services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the Parties warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of Contractor are to provide the services, labor, materials and warranties described herein and as further set forth in the proposal attached hereto and incorporated by reference herein as **Exhibit A** ("**Services**"), on the areas depicted on the map attached hereto and incorporated by reference herein as **Exhibit B** ("**Map**"). The Services shall include, but are not limited to, installation of sod and irrigation system in the area depicted on **Exhibit B**. All

removed materials shall be disposed of off-site in accordance with applicable laws and regulations. Contractor shall coordinate the Services with other contractors performing work for the District. Contractor shall coordinate with the District's Designee (hereinafter defined) in the location and installation of all landscape material, irrigation systems, controllers, meters and other appurtenances that may be required for a complete and operational scope of work. Should any questions arise as to the coordination required, Contractor shall consult with the District's Designee, as defined below.

A. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District. Contractor shall report directly to the District Manager or his or her designee (together, the "**District Designee**"). Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repair of any damage resulting from Contractor's activities and work within twelve (12) hours of notification and complete such repairs within forty-eight (48) hours, or as otherwise agreed to by the District's Designee in writing. If Contractor fails to make such repairs within the specified timeframe, District may make such repairs and deduct the cost from any amounts owed to Contractor.

B. Should any error or inconsistency appear in the Services or Map, Contractor, before proceeding with the Services, must notify the District for the proper adjustment, and in no case proceed with the Services in uncertainty nor with insufficient drawings.

C. This Agreement grants to Contractor the right to enter District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations affecting the provision of the Services, including, but not limited to, line of sight and height requirements of Clay County and the Florida Department of Transportation, as applicable. Contractor shall use industry best practices and procedures when carrying out the Services, including but not limited to IFAS recommendations for plant material and placement, and shall document compliance with such practices in writing upon request by the District.

D. Changes in the Services, labor, or materials may be accomplished by change order that demonstrates the written agreement of the Parties upon the change in the Services, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Designee.

E. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and other debris from the District streets used as access to and from the installation site. At completion of the Services, Contractor shall remove from the site waste materials, rubbish, tools, equipment, machinery and surplus materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost, if any, shall be reimbursed by Contractor.

SECTION 3. TIMING. Contractor shall commence the Services within five (5) business days of execution of this Agreement and Services shall be substantially complete no more than thirty (30) calendar days from commencement and fully complete no more than seven (7) calendar days thereafter. The term "substantially complete" as used herein shall mean the time at which the Services have progressed to the point where, in the opinion of the District's Designee, the Services are sufficiently complete, in accordance with this Agreement, so that the Services can be utilized for the purposes for which they are intended. The term "fully complete" as used herein shall mean the time at which the Services are finished in their entirety and, in the opinion of the District, no further work on the part of Contractor is necessary to finish the Services in accordance with this Agreement. Contractor shall notify the District Designee in writing immediately upon recognizing any potential for a delay delivering its work caused by itself or another contractor. The Parties recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the Services are not completed within the times specified herein. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by District if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay District as liquidated damages, and not as a penalty, $500 (Five Hundred Dollars) for each day that expires after the time specified herein for failure to meet substantially complete thresholds and $1,000 (One Thousand Dollars) for each day that expires after the time specified herein for failure to meet finally complete thresholds, subject to extensions for delays caused by force majeure events or District-caused delays. Contractor must coordinate their work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet the timeframe provided for herein.

SECTION 4. PAYMENT FOR SERVICES. Total compensation for supplying all of the Services described herein and in the attached **Exhibits A** and **B** shall be **Seventy-Seven Thousand, Seven Hundred Twenty and No/100 Dollars ($77,720.00)**. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt and approval of a proper invoice by the District, subject to the provisions of the Local Government Prompt Payment Act, sections 218.70 et seq., *Florida Statutes*. Each monthly invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the services were provided, and the address or bank information to which payment is to be remitted.

The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the

District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 5. WARRANTY AND COVENANT. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all workmanship and materials shall be of good quality, free from faults and defects. Contractor hereby warrants all installation, including but not limited to plant material survival and irrigation system functionality, for a period of two (2) calendar years from the date of final acceptance by the District, and such warranty period shall be extended for the duration of any maintenance services agreement between Contractor and District that immediately follows the completion of the Services. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement, nor any inspection or approval by the District shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the Services or materials provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, and without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Further, Contractor hereby assigns all manufacturers' warranties to the District and shall provide evidence of the same with Contractor's submittal of the final payment application.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 6. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory amount
General Liability	
Bodily Injury (including contractual)	$1,000,000/$2,000,000
Property Damage (including contractual)	$1,000,000/$2,000,000

Automobile Liability (if applicable)
Bodily Injury and Property Damage $1,000,000

Contractor shall provide the District with a certificate naming the District, Creekview GP, LLC, and their respective officers, supervisors, agents, managers, counsel, engineers, staff and representatives as additional insureds ("**Additional Insureds**"). At no time shall Contractor be without insurance in the above amounts. No policy may be cancelled, materially modified, or allowed to expire during the term of this Agreement without at least thirty (30) days' written notice to the District. Any replacement coverage must be approved by the District and maintain the same or better terms and conditions. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds, and a 30-Day Notice of Cancellation applies in favor of the Additional Insureds.

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District, Creekview GP, LLC, and their respective officers, directors, supervisors, officers, employees, staff, managers, attorneys, engineers, consultants, agents, contractors and subcontractors, of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Contractor's performance of, or failure to perform, Contractor's obligations pursuant to this Agreement or any Services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Services.

B. Contractor shall ensure that any and all subcontractors include this express paragraph for the benefit of the Indemnitees. Obligations under this section shall include, but are not limited to, the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court,

out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 9. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or

impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. ENFORCEMENT OF AGREEMENT. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A.	**If to Contractor:**	Ruppert Landscape, LLC, 23601 Laytonsville Rd. Laytonsville, MD 20882 Attn: _____
B.	**If to District:**	Creekview Community Development District c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
	With a copy to:	Kilinski | Van Wyk PLLC 517 East College Avenue Tallahassee, Florida 32301 Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the Parties. Any Party or other person to whom Notices are to be sent or copied may notify the

other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 17. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida.

SECTION 19. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with the indemnification provisions provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees,

agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 20. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 21. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 22. TERMINATION. The District agrees that Contractor may terminate this Agreement only for material breach that remains uncured after ninety (90) days' written notice of termination to the District, provided that such breach has been detailed in writing with specific evidence and the District has been given reasonable opportunity to cure; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 23. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District immediately upon creation and shall be considered work for hire. Contractor hereby assigns all right, title and interest, including all intellectual property rights, in such work product to the District.

SECTION 24. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Daphne Gillyard** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform

the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT GILLYARDD@WHHASSOCIATES.COM, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 27. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. **Exhibit A** and **Exhibit B** are incorporated by reference and are applicable to the extent that they state the scope of services for the labor and materials and/or the compensation to be provided under this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** or **Exhibit B** conflict with provisions of this Agreement, this Agreement shall control.

SECTION 28. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status

changes, Contractor shall immediately notify District in writing. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement without penalty.

SECTION 29. E-VERIFY REQUIREMENTS. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

Prior to entering into any agreement with a subcontractor for the Services, Contractor shall not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify Contractor. Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 30. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

RUPPERT LANDSCAPE, LLC

By: Bryan Gallagher

Its: Project Manager

Exhibit A: Proposal
Exhibit B: Map

Exhibit A
Proposal



RUPPERT LANDSCAPE

3350 SR 16
St. Augustine, FL 32259

(904) 778-1030

To:	Green Pointe Holdings, LLC.	**Contact:**	Nick McKenna
Address:	7807 Baymeadows Rd E, Suite 205	**Phone:**	(904) 996-2485
	Jacksonville, FL 32256	**Fax:**	(904) 996-2481
Project Name:	Creekview Area 4B St. Augustine Sod Area 12.11.25	**Bid Number:**	
Project Location:	Jacksonville, Jacksonville, FL	**Bid Date:**	12/11/2025

PROPOSAL

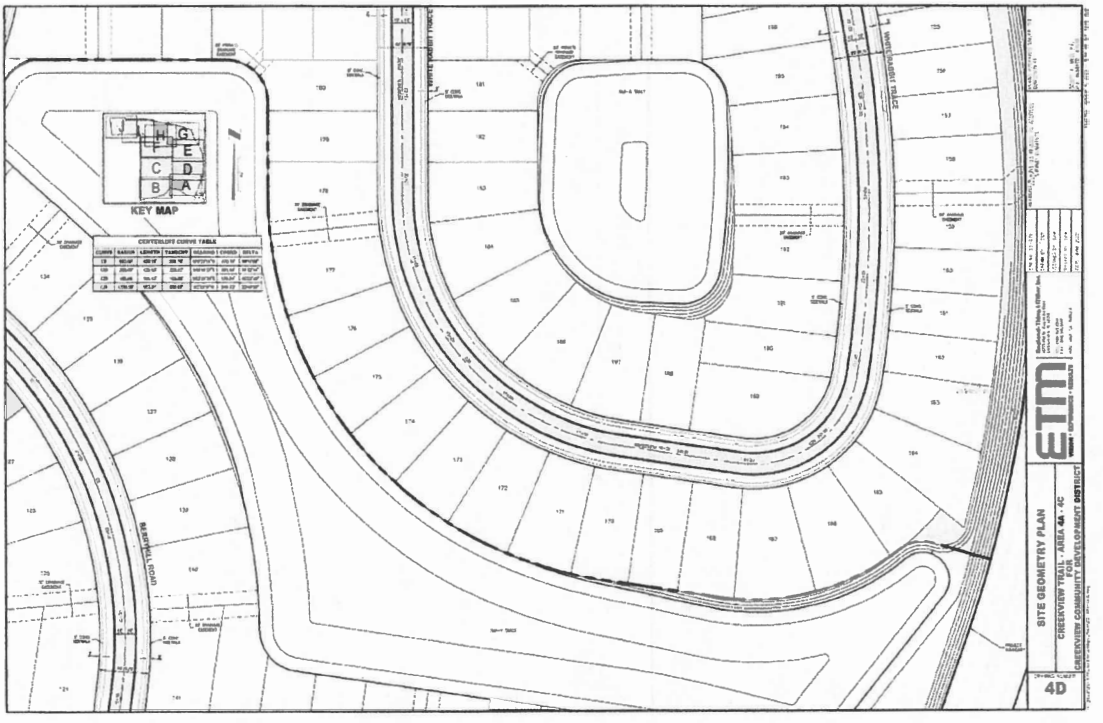
Ruppert Landscape proposes to furnish all labor, materials, tools, equipment and insurance to complete work for the above property as outlined below.

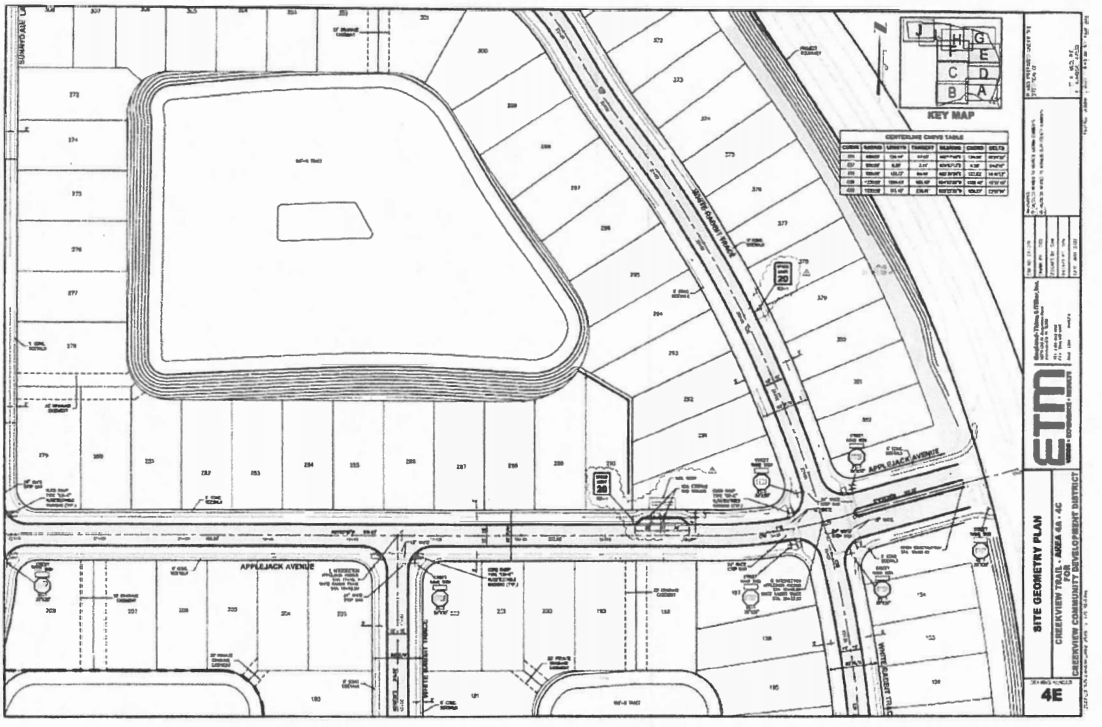
All work will be in accordance with plan sheets sent through email/dropbox 10.9.25.

Item Description	Estimated Quantity	Unit	Total Price
27 Irrigation			
Irrigation System	1.00	LS	$14,875.50
Total Price for above 27 Irrigation Items:			**$14,875.50**
29 Lawns and Grasses			
St. Augustine Sod - Floratam	84,925.00	SF	$62,844.50
Total Price for above 29 Lawns and Grasses Items:			**$62,844.50**
Total Price for above Items:			**$77,720.00**
Total Bid Price:			**$77,720.00**

Exhibit B

Map




APPLEJACK AVENUE
WHITE RABBIT TRACE
KEY MAP
SITE GEOMETRY PLAN
CREEKVIEW TRAIL - AREA 4A - 4C
FOR
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
4E


WHITE RABBIT TRACE
KEY MAP
SITE GEOMETRY PLAN
CREEKVIEW TRAIL - AREA 4A - 4C
FOR
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
4G

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CIIb

CONSENT AGENDA

SECOND ADDENDUM TO AGREEMENT BETWEEN CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT AND RUPPERT LANDSCAPE, LLC FOR LANDSCAPE INSTALLATION

THIS SECOND ADDENDUM ("**Addendum**") is made and entered into as of this 9th day of February 2026, by and between:

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in Clay County, Florida, with a mailing address care of Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"), and

RUPPERT LANDSCAPE, LLC, a Delaware limited liability company authorized to transact business in Florida, with an address of 23601 Laytonsville, Road, Laytonsville, MD 20882 (hereinafter "**Contractor**" and, together with the District, the "**Parties**").

RECITALS

WHEREAS, the Parties previously entered into that certain *Agreement between Creekview Community Development District and Ruppert Landscape LLC for Landscape Installation* dated August 12, 2025 (the "**Master Agreement**") as amended by that certain *Addendum to Agreement Between Creekview Community Development District and Ruppert Landscape, LLC for Landscape Installation* (the "**First Addendum**," and together with the Master Agreement and this Addendum, the "**Agreement**"), incorporated herein by this reference; and

WHEREAS, the Parties now desire to supplement the Agreement to: (a) increase the scope of services to include the work set forth in **Exhibit A** attached hereto and incorporated herein by this reference, and (b) adjust the compensation as it relates to the same; and

WHEREAS, pursuant to Section 12 of the Master Agreement, the Agreement may be amended by an instrument in writing executed by the Parties; and

WHEREAS, the District and the Contractor each represent that it has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Addendum.

SECTION 2. AMENDMENT OF MASTER AGREEMENT. Pursuant to Section 12 of the Master Agreement, the Parties agree to supplement the Agreement in the following manner, with

all other terms and conditions of the Master Agreement and First Addendum remaining unchanged and in full force and effect:

A. The Proposal set forth in Exhibit A of the Master Agreement is supplemented to include the additional services as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference.

B. The District agrees to pay the Contractor the additional sum of **Five Thousand, Nine Hundred, Sixty-Seven and 00/100** Dollars **($5,967.00)** for the additional services outlined in the attached Exhibit A to this Addendum, all in accordance with the Master Agreement. Payment terms, including timing and method of payment, shall be as set forth in the Master Agreement.

SECTION 3. AFFIRMATION OF THE MASTER AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as modified by this Addendum, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 4. AUTHORIZATION. The execution of this Addendum has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Addendum.

SECTION 5. EXECUTION IN COUNTERPARTS. This Addendum may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

SECTION 6. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Contractor certifies, by acceptance of this Addendum, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Contractor agrees to execute an affidavit, in a form provided by or acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*, prior to commencing any work under this Addendum.

SECTION 7. EFFECTIVE DATE. This Addendum shall become effective upon execution by both Parties, with an effective date as of the day and year first written above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties execute this Addendum the day and year first written above.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

RUPPERT LANDSCAPE, LLC

Bryan Gallagher

By: Bryan Gallagher

Its: Project Manager

Exhibit A: Proposal

Exhibit A

RUPPERT LANDSCAPE

3350 SR 16
St. Augustine, FL 32259

(904) 778-1030

To:	Green Pointe Holdings, LLC.	**Contact:**	Nick McKenna
Address:	7807 Baymeadows Rd E, Suite 205	**Phone:**	(904) 996-2485
	Jacksonville, FL 32256	**Fax:**	(904) 996-2481
Project Name:	Creekview 4A Move Trees And Grading At MUP	**Bid Number:**	
Project Location:	Jacksonville, Jacksonville, FL	**Bid Date:**	1/15/2026

PROPOSAL

Ruppert Landscape proposes to furnish all labor, materials, tools, equipment and insurance to complete work for the above property as outlined below.

All work will be in accordance with plan sheets sent through email/dropbox 10.9.25.

Item Description	Estimated Quantity	Unit	Total Price
10 Planting Live Materials			
Tree Transplants	33.00	EACH	$2,079.00
Total Price for above 10 Planting Live Materials Items:			**$2,079.00**
11 Planting Hard Materials			
Pine Straw Mulch	20.00	BALE	$220.00
Total Price for above 11 Planting Hard Materials Items:			**$220.00**
21 Earthwork			
Fine Grading	8.00	HR	$1,056.00
Total Price for above 21 Earthwork Items:			**$1,056.00**
27 Irrigation			
Irrigation System	1.00	LS	$2,612.00
Total Price for above 27 Irrigation Items:			**$2,612.00**
Total Price for above Items:			**$5,967.00**

Total Bid Price: $5,967.00

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CIIc

CONSENT AGENDA

RUPPERT LANDSCAPE

February 12, 2026

3166 Tupelo Loop
Green Cove Springs , FL 32043

Attn: Nicknmckenna@greenpointellc.com
Re: Pond Mowing
Ruppert Landscape proposes to furnish all materials, labor, and equipment necessary to perform the following Landscape Enhancement at **Creekview CDD APF Road Hyland**. Specifically, the scope of work shall be as described here in.

Scope of Work: This proposal is to mow and string trim requested ponds.

Miscellaneous:

Description
Mowing Service

Total price* : **$2,700_____ Initial**

- Installation of plant material, sod, and seed shall be in accordance with generally excepted state/local industry specifications and guidelines.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization, unless otherwise indicated.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.
- Ruppert Landscape is not liable for damage to, or resulting from, undisclosed subsurface utilities and structures that are not properly identified. If hand digging is

required to avoid utilities, Ruppert Landscape will notify the customer immediately and bill for the additional costs on a time and materials basis.

- Proposal is based on reasonable access to all areas by construction equipment such as backhoes and skidsteer loaders. If access is restricted, Ruppert Landscape will notify the customer immediately and will bill for additional costs on a time and materials basis.
- Proposal is based on all work areas being free of major subsurface obstructions such as rock, hardpan, clay, water, contaminated soils and miscellaneous construction debris that conflict with the completion of our work. If hidden obstructions are encountered, Ruppert Landscape will notify the customer immediately and will bill the additional costs incurred on a time and materials basis.

- Ruppert Landscape will not be responsible for damages to existing landscape or structures due to actions or conditions beyond our control including but not limited to: Acts of God, weather, neglect, vandalism, theft, etc.
- Proposal based on receiving curb lane access provided by Owner/General Contractor as may be required for Ruppert Landscape installations.
- All newly installed plant material shall be covered by a one time, six month replacement warranty, which does not cover acts of God or vandalism, and is contingent upon proper watering and maintenance being provided for by the owner.
  - Initial watering will be provided upon installation;
  - Subsequent watering is to be provided by the property owner unless preapproved by the owner as an additional service to be billed on a time plus material basis, at the rates noted below.
    - Hand-watering by garden hose from a private water source on-site is $60.00 per hour.
    - Hand-watering by hose from a metered public source (hydrant) is $70.00 per hour.
    - Tank-truck watering, from a metered public source (hydrant), is $100 per hour.

Subsequent watering will be provided by Ruppert Landscape on a time and materials basis according to the above-provided rates which supersede all previously provided rates. Frequencies and schedules will be determined by site conditions.

Additional watering: **YES** _____ **NO** _____

Terms and Conditions

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor's processing of invoices through a third-party servicer, with any such fees or costs being added to the Owner's invoice as an additional sum owed to the contractor.

- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A $30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.
- This proposal shall only be valid for Thirty (30) days. After that time unit prices will need to be readjusted.
- If this proposal meets your approval, please sign and return one copy.

My contact information is shown below. If you have any questions please contact me. Thank you.

Acceptance of Proposal:

GREGG KERN - BOARD CHAIR

[redacted]@greenpointelle.com

Date: 02/26/24

Ruppert Landscape LLC
Kyle Carasea
813-293-0587 cell
kcarasea@ruppertcompanies.com

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CIId

CONSENT AGENDA

PROPOSAL FOR TREE REPLACEMENTS AND LANDSCAPE ENHANCEMENT SERVICES

RUPPERT LANDSCAPE

23601 Laytonsville Road
Laytonsville, MD 20882

Phone: 301-414-0022
Fax: 301-414-0422

To:	Green Pointe Holdings, LLC.	**Contact:**	Nick McKenna
Address:	7807 Baymeadows Rd E, Suite 205	**Phone:**	(904) 996-2485
	Jacksonville, FL 32256	**Fax:**	(904) 996-2481
Project Name:	MUP Extension/ Tree Replacements And Enhancement	**Bid Number:**	
Project Location:	Tupelo Lp, Green Cove Springs, FL	**Bid Date:**	8/1/2025

PROPOSAL

This proposal encompasses the removal of any existing landscaping or sod necessary to install new landscape, the installation of irrigation for all new landscape, the installation of trees and plants and the installation of pine straw for all new landscape beds.

Please note that pine trees are listed for the MUP extension, some existing pine trees remain healthy on site. However, with the baskets around the root ball removed, the pines will likely not survive being transplanted. It is suggested to replace these pine trees to prevent having to replace them later. Contractor will coordinate this with the developer before installation.

Upon completion, Ruppert Landscape will ensure that the site is clean and free of debris pertaining to the project.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
MUP Extension				
03 Evergreen Trees				
Juniperus virginiana 2.0"	18.00	EACH	$513.39	$9,241.02
Pinus Elliottii 2"	18.00	EACH	$340.69	$6,132.42
	Total Price for above 03 Evergreen Trees Items:			**$15,373.44**
07 Perennials, Grasses and Groundcover				
Muhly Grass 'Pink Flamingo' 3 Gal	220.00	EACH	$16.33	$3,592.60
	Total Price for above 07 Perennials, Grasses and Groundcover Items:			**$3,592.60**
11 Planting Hard Materials				
Pine Straw Mulch	400.00	BALE	$8.54	$3,416.00
	Total Price for above 11 Planting Hard Materials Items:			**$3,416.00**
27 Irrigation				
Bubbler Zone For MUP	1.00	LS	$3,036.94	$3,036.94
	Total Price for above 27 Irrigation Items:			**$3,036.94**
	Total Price for above MUP Extension Items:			**$25,418.98**

Total Bid Price: $25,418.98

Notes:

- Proposal does not include payment and performance bond.
- Proposal is based on actual quantities shown on the plan in lieu of quantities listed on the plant schedule.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization.
- Proposal includes one year warranty on labor and materials providing the site is properly maintained by the owner. Acts of God, theft, vandalism, neglect, etc. will void the warranty.
- Proposal is based on reasonable access to all areas by construction equipment such as backhoes and skidsteer loaders. If access is restricted, Ruppert Landscape will notify the customer immediately and will bill for additional costs on a time and materials basis.

- Proposal is based on Ruppert Landscape mobilizing after other trades have completed their scopes of work and have removed all of their construction materials, equipment and debris from the work area we are to receive.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.
- Ruppert Landscape is not liable for damage to, or resulting from, undisclosed subsurface utilities and structures that are not properly identified. If hand digging is required to avoid utilities, Ruppert Landscape will notify the customer immediately and bill for the additional costs on a time and materials basis.
- Proposal is based on all work areas being free of major subsurface obstructions such as rock, hardpan, clay, water, contaminated soils and miscellaneous construction debris that conflict with the completion of our work. if hidden obstructions are encountered, Ruppert Landscape will notify the customer immediately and will bill the additional costs incurred on a time and materials basis.
- Ruppert Landscape will not be responsible for damages to existing landscape or structures due to actions or conditions beyond our control including but not limited to; Acts of God, weather, neglect, vandalism, theft, etc.
- Pricing is based on this proposal being incorporated into the contract as an attachment.
- Proposal includes all applicable state and local taxes.
- Proposal does not include union pay rates or government wage scale.
- Proposal is based on all demolition of existing conditions occuring by others prior to Ruppert Landscape mobilization.
- Proposal does not include screening of existing topsoil.
- Proposal based on receiving all areas at proper subgrade. The excavation and/or removal of soil and/or vegetative undergrowth is not included in this proposal.
- Proposal is based on planting being conducted during the normal planting seasons. Price does not include summer digging or over-wintering fees, which will be added if plants must be harvested or stored in extreme conditions.
- Proposal includes maintenance of all new plant materials until substantial completion. At substantial completion maintenance becomes the responsibility of the customer.
- Proposal is based on receiving substantial completion of our work at the end of each phase of the project. The warranty period for each phase will begin upon substantial completion of the phase.
- Proposal includes watering of all newly installed plant material through substantial completion. Ruppert Landscape advises that supplemental watering may be required to insure survival of plant material beyond substantial completion. This additional watering can be performed by Ruppert Landscape on a time and material basis.
- Proposal is based on irrigation tap, tap fees, installation of water meter, sub-meter, backflow preventors, point of connection, interior conduit, and supply of 120-volt power to the controllers by others.
- Proposal includes installation of sleeving prior to constructed hardscape features, curb and gutter and asphalt paving. Upon request Ruppert Landscape can submit a revised proposal to install sleeves under existing hardscape features.
- Proposal does not include permits or SDC charges.
- Payment terms are to be net 30 days from date of invoice. Past due balances shall bear interest at 1.5% per month for balances over 30 days old.
- Proposal does not include any undercutting or rock removal.
- Proposal does not include any sheeting or shoring.
- Proposal does not include a warranty on any plantings that are transplanted.
- Proposal does not include any drug screening, background checks, and physicals for personnel.
- This proposal is valid for 30 days from date of issuance. Beyond 30 days, pricing will need to be reviewed for material cost changes.
- Street, Road, and Sidewalk closures are not included in our numbers. Upon request Ruppert Landscape can submit a proposal to provide closures.
- In the event the General Contractor does not have a tower crane or hoisting means available at the required staging and installation of elevated materials, Ruppert Landscape will provide a cost to provide means under seperate cover as a change order to the existing ageement.

[Signatures on following page.]

[Signature page to Proposal for Tree Replacements and Landscape Enhancement Services]

RUPPERT LANDSCAPE, LLC

Bryan Gallagher

By: Bryan Gallagher
Its: Project Manager

Date: 2/27/2026

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: GREGG KERN
Its: BOARD CHAIRMAN

Date: 02/27/26

ADDENDUM TO PROPOSAL FOR TREE REPLACEMENTS AND LANDSCAPE ENHANCEMENT SERVICES

Contractor: Ruppert Landscape, LLC
District: Creekview Community Development District
Proposal: MUP Extension / Tree Replacements and Enhancement (the "**Proposal**")
Agreement: The Proposal together with this Addendum (collectively, the "**Agreement**")

The following provisions govern the Proposal referenced above and attached hereto:

1. Effective Date. The Agreement shall be deemed effective as of the date of last signature on the Proposal and this Addendum.

2. Duties.

   a. Contractor agrees, as an independent contractor, to undertake the work described in the Proposal in a neat and professional manner reasonably acceptable to the District, in accordance with industry standards generally applicable to similar services, and in compliance with all applicable federal, state, and local laws, regulations, ordinances, and building codes. The Contractor's services will be performed on the areas depicted on the map attached hereto and incorporated by reference herein as **Exhibit A** ("**Map**"). All removed materials shall be disposed of off-site in accordance with applicable laws and regulations.

   b. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions.

   c. In addition to any warranties provided in the Proposal, the Contractor warrants to the District that all materials furnished under the Proposal shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the work, nor final payment therefore, nor any provision of the Proposal shall relieve Contractor of responsibility for defective or deficient materials or work, and such responsibility shall survive completion of the work and final payment for a period of one (1) year following completion and acceptance of the services by the District. If any of the materials or work are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District .

   d. All permits or licenses necessary for the Contractor to perform under the Agreement shall be obtained and paid for by the Contractor.

3. Insurance.

   a. The Contractor, and any subcontractor performing the work described in the Agreement, shall maintain throughout the term of the Agreement the following insurance:

      i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

      ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries and property damage, with limits of not less than $1,000,000 combined single limit, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operations.

      iii. Automobile Liability Insurance covering any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed, with limits of not less than $1,000,000 combined single limit for bodily injury and property damage liability.

   b. The District and its officers, agents, staff, and representatives shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing work under the Agreement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective until thirty (30) days after prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the additional insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds.

   c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

4. Compensation. In exchange for completing the work, the District agrees to pay the Contractor a total amount of **Twenty-Five Thousand, Four Hundred Eighteen Dollars and Ninety-Eight Cents ($25,418.98)**, payable upon final completion and approval by the District. Such payments are subject to any withholding required by Florida law and any setoffs or deductions permitted under the Agreement. This compensation includes all parts, materials, and labor necessary to complete the work as described in the Proposal and this

Addendum. Compensation under the Agreement shall be paid by the District to Contractor in accordance with the Local Government Prompt Payment Act, as set forth in sections 218.70 *et seq.* of the Florida Statutes.

5. Additional Work; Change Orders. No additional work shall be performed unless authorized in advance by a written change order signed by both parties. In the event that any change orders are approved for additional work under the Agreement, the District agrees to pay the Contractor in accordance with the unit prices identified in the Proposal, or if no applicable unit prices exist, at rates mutually agreed upon in writing before the additional work commences. Contractor shall provide such documentation as the District may reasonably require to verify the amounts invoiced for any additional work performed.

6. Indemnification. Contractor shall defend, indemnify and hold harmless the District, and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, to the extent caused by any acts or omissions of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the Agreement. The obligations under this paragraph shall be limited to no more than $2,000,000.00, which amount the parties agree bears a reasonable commercial relationship to the Agreement and the risks involved. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.

7. Limitations on Governmental Liability. Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

8. Termination. The Agreement may be terminated immediately by the District for cause, or upon thirty (30) days' written notice by either party without cause. Contractor shall not be entitled to lost profits or consequential damages resulting from any termination by the District, provided however that Contractor shall be entitled to payment for Work actually performed through the effective date of termination, less any amounts owed to the District for offsets, damages, or breach.

9. Public Records. The Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Daphne Gillyard** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement's term and following the

contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

10. Assignment. Neither the District nor the Contractor may assign the Agreement or any monies to become due hereunder without the prior written approval of the other.

11. Liens and Claims. Notwithstanding any other language in the Agreement, the parties agree that lien rights are not available under Florida law because the District is a governmental entity. That said, the District represents that it has sufficient funds on hand to pay any amounts due pursuant to the terms of the Agreement.

12. Controlling Law and Venue. In the event that either party is required to enforce this Agreement, by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. This Agreement, as amended, and the provisions contained in this Agreement, including this Addendum, shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding the Agreement or this Addendum shall be Clay County, Florida.

13. Claims for Construction Defects. To the extent that any of the services described herein and in the Agreement are classified as construction services, **CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES.*** *The District expressly reserves all rights and remedies available under Florida law with respect to construction defect claims.*

14. E-Verify. The Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired

employees. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated section 448.091, *Florida Statutes*. By entering into the Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of the Agreement.

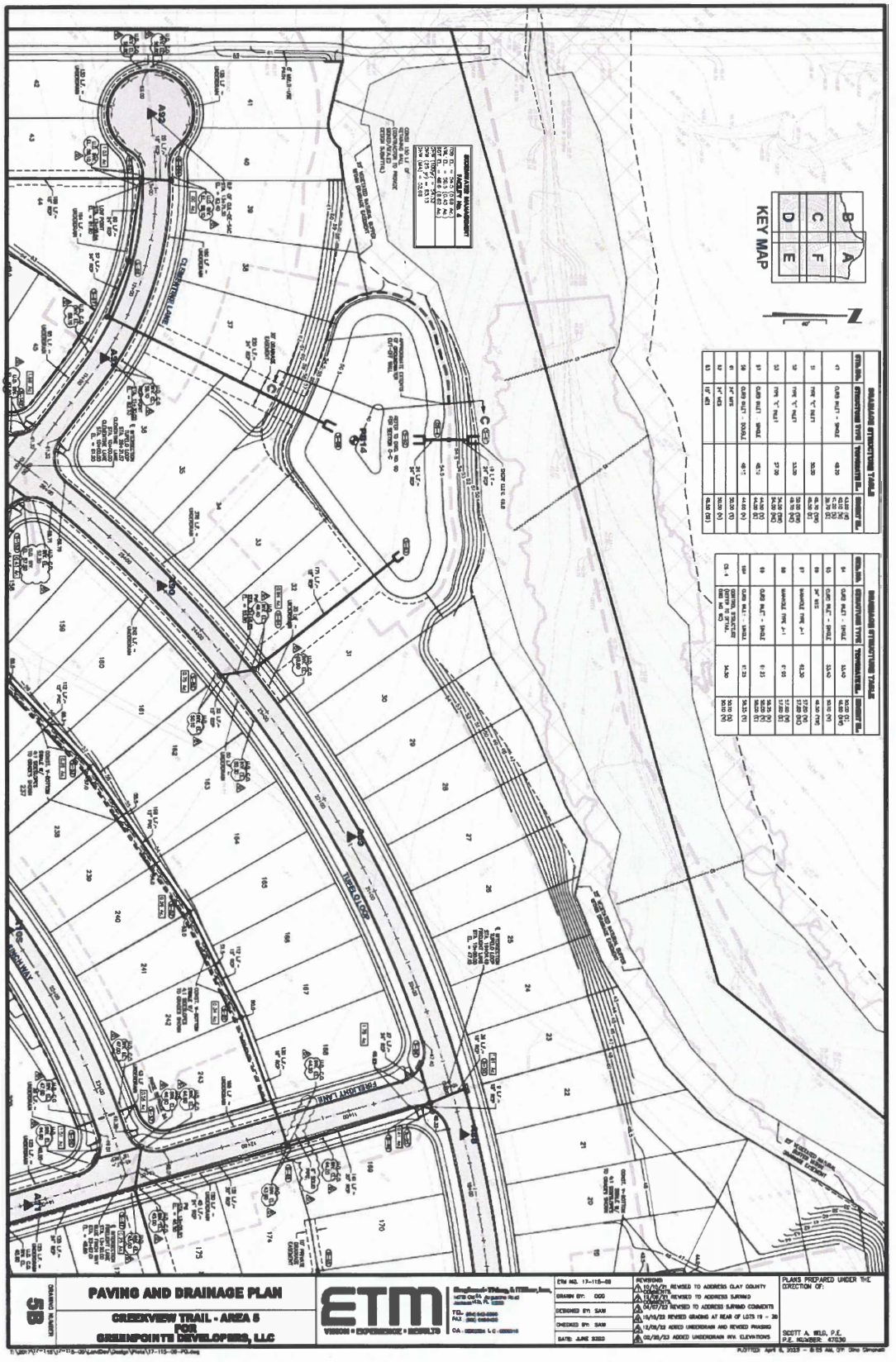
15. Scrutinized Companies Statement. In accordance with section 287.135, *Florida Statutes*, Contractor represents that in entering into the Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Agreement.

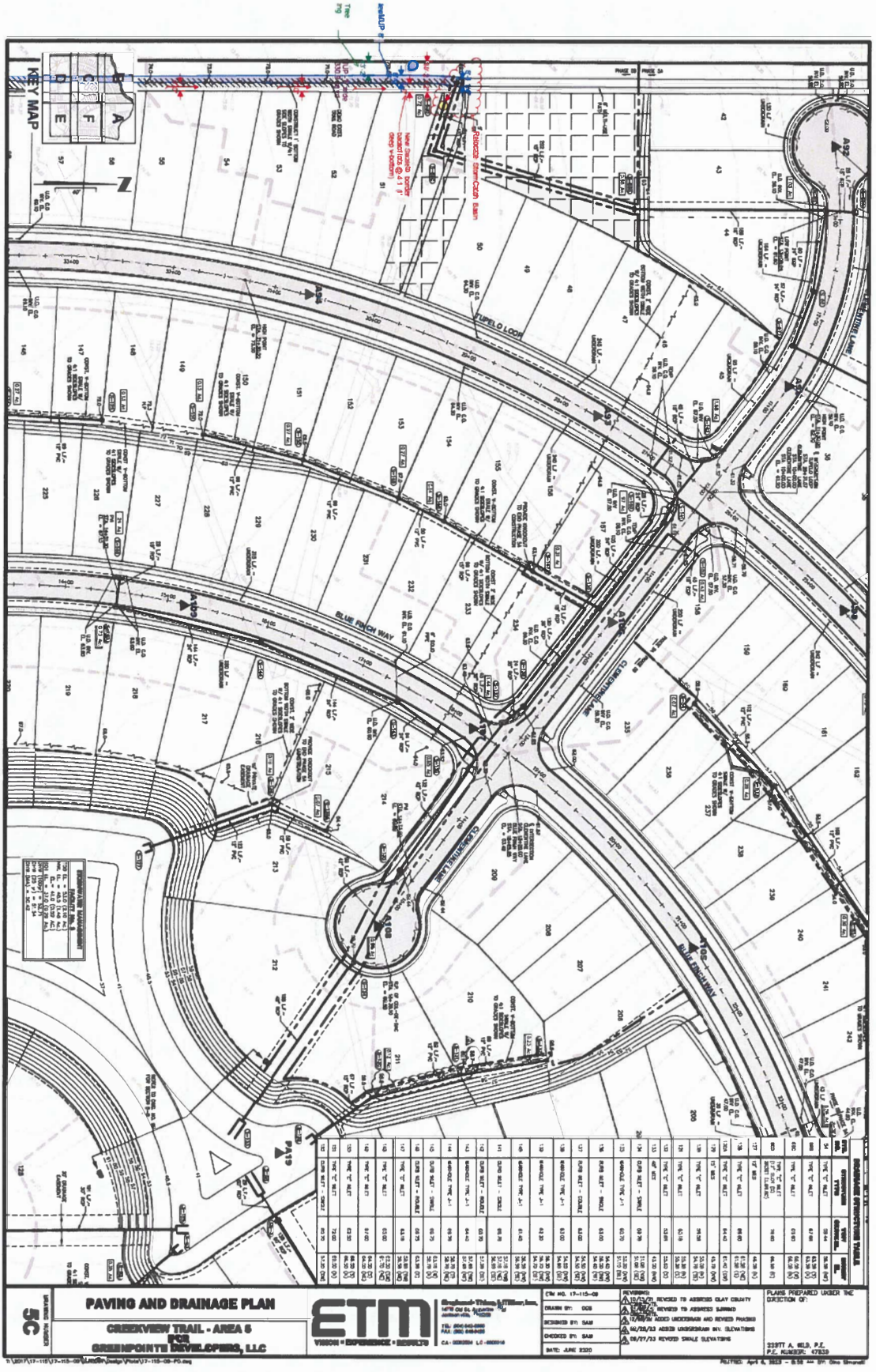
16. Anti-Human Trafficking Requirements. Contractor certifies, by acceptance of the Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Contractor affirms that it previously executed an affidavit in compliance with section 787.06(13), *Florida Statutes*.

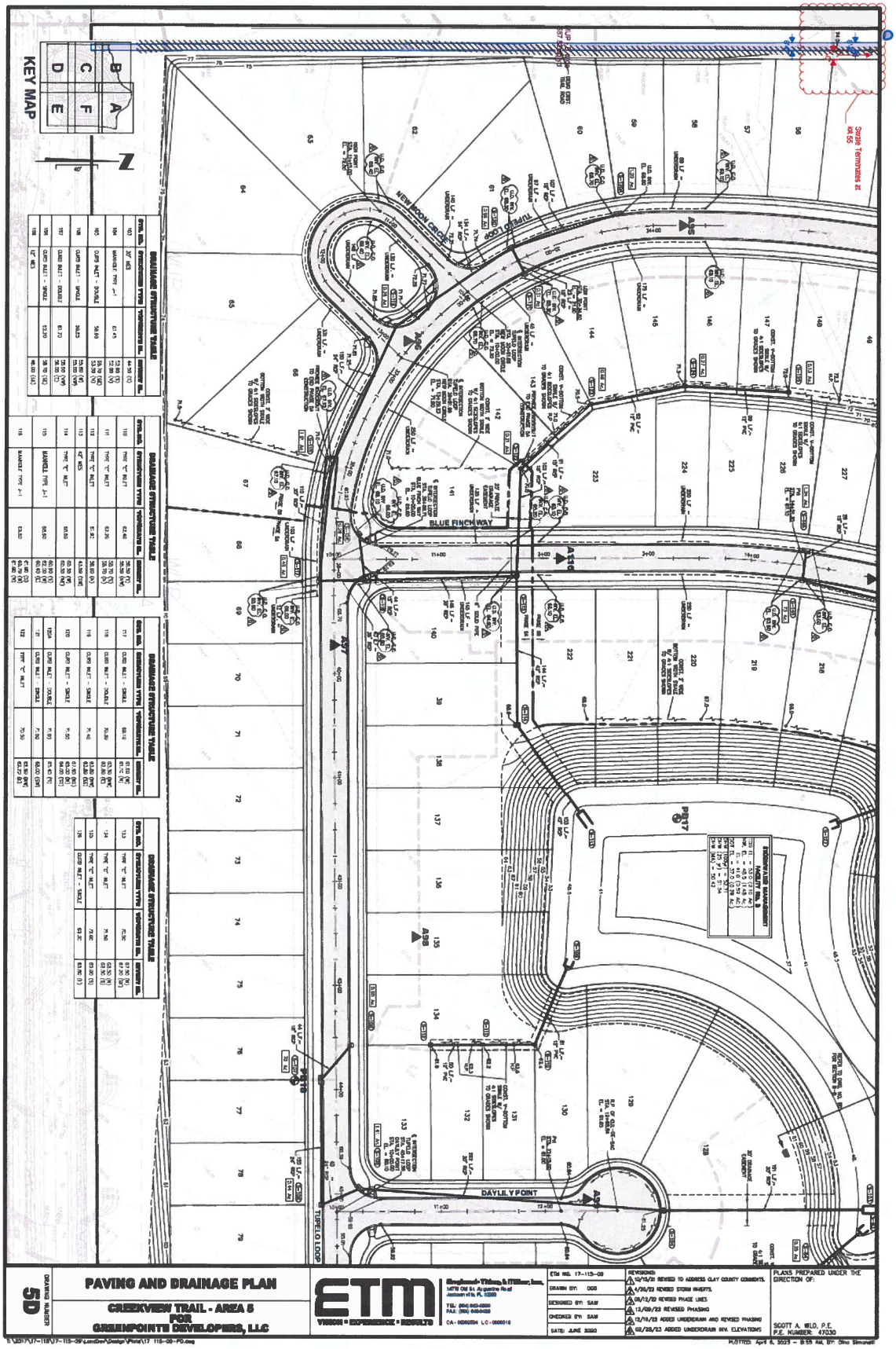
17. Addendum Controls. The Agreement, which includes the Proposal as amended by this Addendum, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of the Agreement. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Proposal, this Addendum controls. The Agreement shall not be effective without this Addendum executed by the parties.

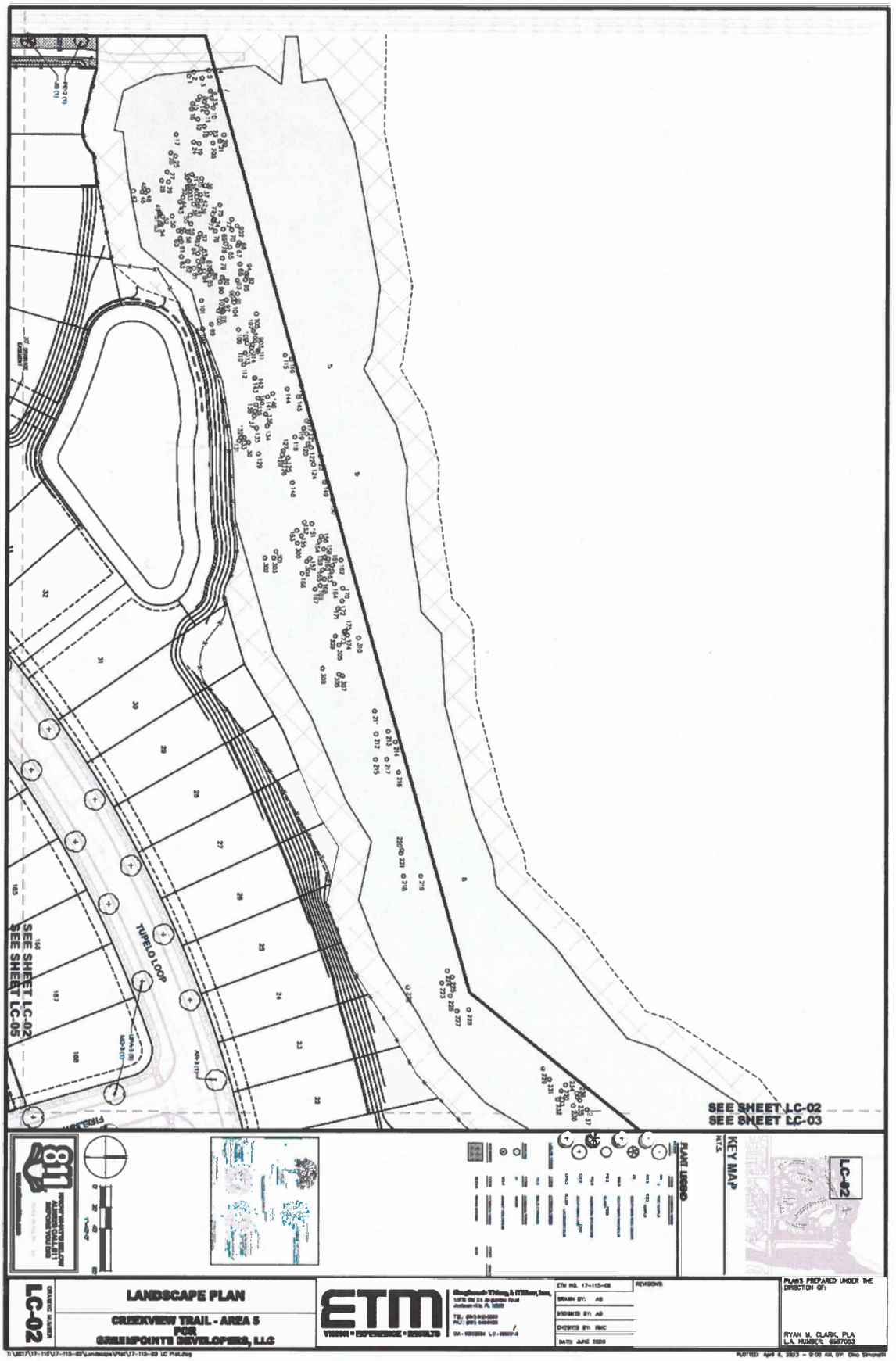
RUPPERT LANDSCAPE, LLC	**CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT**
Bryan Gallagher	
By: Bryan Gallagher	By: GREGG KERN
Its: Project Manager	Its: BOARD CHAIRMAN
Date: 2/27/2026	Date: 02/27/26

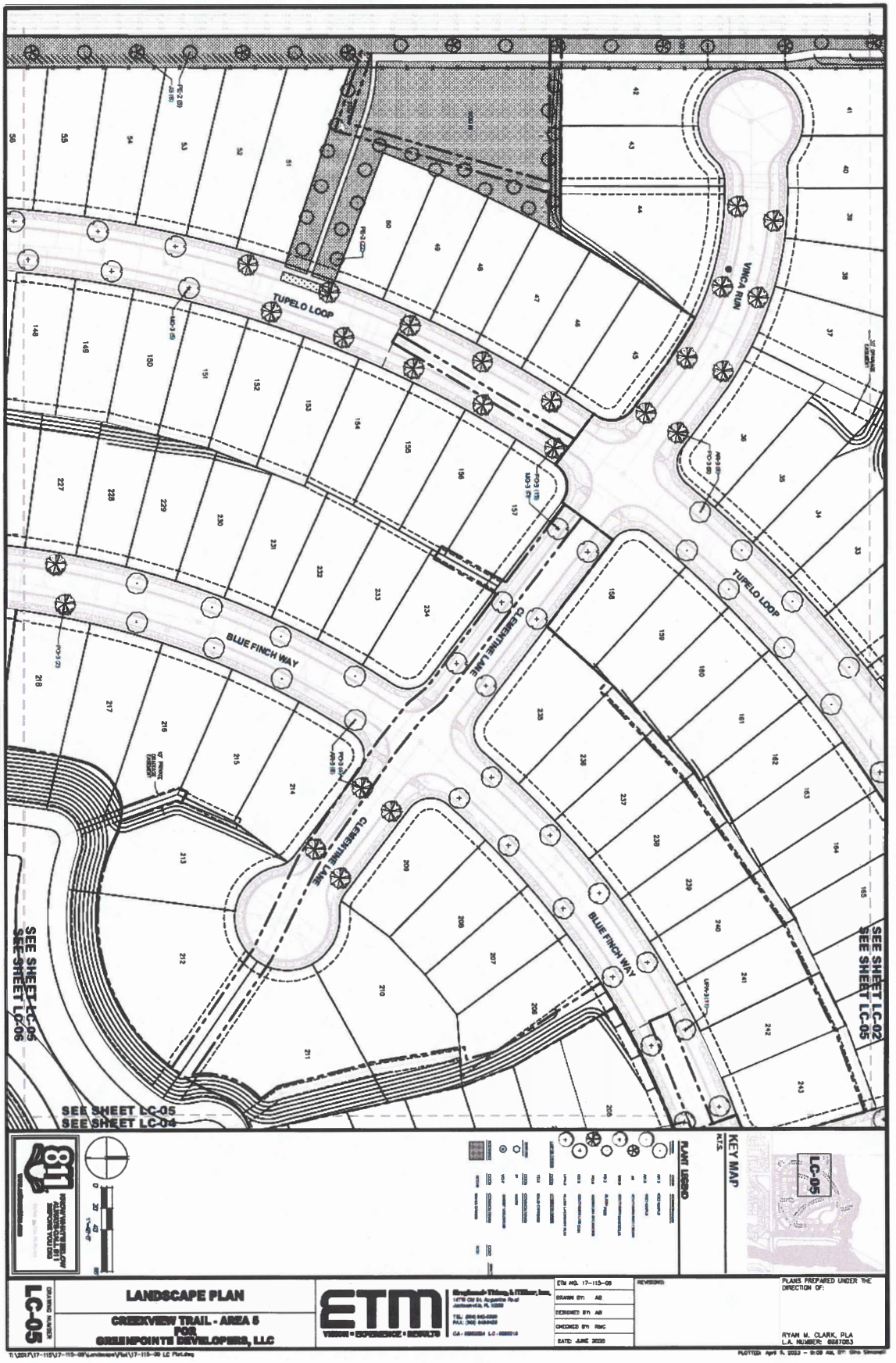
EXHIBIT A
MAP

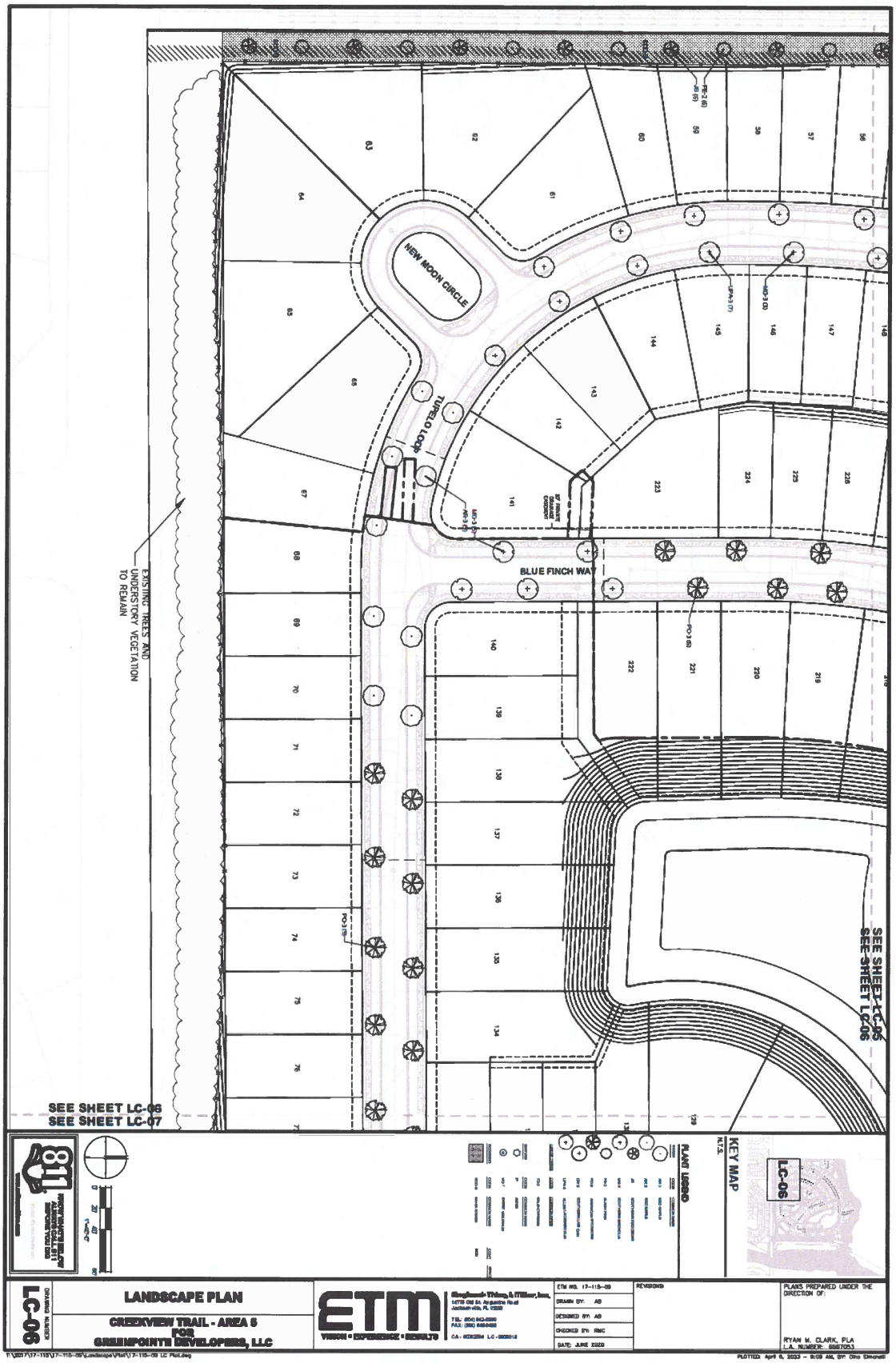



KEY MAP
TUPELO LOOP
BLUE FINCH WAY
CLEMENTINE LANE
PAVING AND DRAINAGE PLAN
CREEKVIEW TRAIL - AREA 5
FOR
GREENPOINTE DEVELOPERS, LLC
ETM
VISION • EXPERIENCE • RESULTS
5C


KEY MAP
DRAINAGE STRUCTURE TABLE
BLUE FINCH WAY
DAYLILY POINT
TUPELO LOOP
NEW MOON CIRCLE
PAVING AND DRAINAGE PLAN
CREEKVIEW TRAIL - AREA 5
FOR
GREENPOINTE DEVELOPERS, LLC
ETM
VISION • EXPERIENCE • RESULTS
PLANS PREPARED UNDER THE DIRECTION OF:
SCOTT A. WILD, P.E.
P.E. NUMBER: 47030


SEE SHEET LC-02
SEE SHEET LC-05
TUPELO LOOP
SEE SHEET LC-02
SEE SHEET LC-03
PLANT LEGEND
KEY MAP
LC-02
LANDSCAPE PLAN
CREEKVIEW TRAIL - AREA 5
FOR
GREENPOINTE DEVELOPERS, LLC
ETM
PLANS PREPARED UNDER THE DIRECTION OF:
RYAN M. CLARK, PLA
L.A. NUMBER: 6667053


TUPELO LOOP
VINCA RUN
BLUE FINCH WAY
CLEMENTINE LANE
SEE SHEET LC-05
SEE SHEET LC-06
SEE SHEET LC-02
SEE SHEET LC-04
KEY MAP
N.T.S.
PLANT LEGEND
LC-05
LANDSCAPE PLAN
CREEKVIEW TRAIL - AREA 5
FOR
GREENPOINTE DEVELOPERS, LLC
ETM
VISION • EXPERIENCE • RESULTS
ETM NO. 17-115-08
DRAWN BY: AB
DESIGNED BY: AB
CHECKED BY: RMC
DATE: JUNE 2020
REVISIONS:
PLANS PREPARED UNDER THE DIRECTION OF:
RYAN M. CLARK, PLA
L.A. NUMBER: 6687083


NEW MOON CIRCLE
TUPELO LOOP
BLUE FINCH WAY
EXISTING TREES AND UNDERSTORY VEGETATION TO REMAIN
SEE SHEET LC-06
SEE SHEET LC-07
SEE SHEET LC-05
SEE SHEET LC-06
PLANT LEGEND
KEY MAP
N.T.S.
LC-06
LANDSCAPE PLAN
CREEKVIEW TRAIL - AREA 5
FOR
GREENPOINTE DEVELOPERS, LLC
ETM
VISION • EXPERIENCE • RESULTS
ETM NO. 17-115-09
DRAWN BY: AB
DESIGNED BY: AB
CHECKED BY: RMC
DATE: JUNE 2023
REVISIONS
PLANS PREPARED UNDER THE DIRECTION OF:
RYAN M. CLARK, PLA
L.A. NUMBER: 6667053

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CIIe

CONSENT AGENDA

THIRD ADDENDUM TO AGREEMENT BETWEEN CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT AND RUPPERT LANDSCAPE, LLC FOR LANDSCAPE INSTALLATION

THIS ADDENDUM ("**Addendum**") is made and entered into as of this ___ day of March, 2026, by and between:

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in Clay County, Florida, with a mailing address care of Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"), and

RUPPERT LANDSCAPE, LLC, a Delaware limited liability company authorized to transact business in Florida, with an address of 23601 Laytonsville, Road, Laytonsville, MD 20882 (hereinafter "**Contractor**" and, together with the District, the "**Parties**").

RECITALS

WHEREAS, the Parties previously entered into that certain *Agreement between Creekview Community Development District and Ruppert Landscape LLC for Landscape Installation* dated August 12, 2025, as supplemented by the *Addendum To Agreement Between Creekview Community Development District And Ruppert Landscape, LLC For Landscape Installation* dated December 16, 2025, and the *Second Addendum To Agreement Between Creekview Community Development District And Ruppert Landscape, LLC For Landscape Installation* Dated January 16, 2026 (hereinafter collectively together, the "**Agreement**"), incorporated herein by this reference; and

WHEREAS, the Parties now desire to supplement the Agreement to: (a) increase the scope of services to include the work set forth in **Exhibit A** for Area 4A (Sod Fix) and **Exhibit B** for Areas 4A and APF 2, and both exhibits are attached hereto and incorporated herein by this reference, and (b) increase the compensation as it relates to the same; and

WHEREAS, pursuant to Section 12 of the Master Agreement, the Agreement may be amended by an instrument in writing executed by the Parties; and

WHEREAS, the District and the Contractor each represent and warrant that it has the full power and authority to execute this Addendum and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal, valid and binding obligation of each party hereto, enforceable in accordance with its terms.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Addendum.

SECTION 2. AMENDMENT OF AGREEMENT. Pursuant to Section 12 of the Master Agreement, the Parties agree to supplement the Agreement in the following manner:

A. The Proposal set forth in **Exhibit A** of the original Agreement dated August 12, 2025, as previously supplemented, is further supplemented to include the additional services as more particularly described in **Exhibit A and Exhibit B** attached hereto and incorporated herein by this reference.

B. The amount due to the Contractor for the additional services identified in **Exhibit A** is the amount of **Twenty Nine Thousand, Three Hundred Nineteen and 88/100 Dollars ($29,319.88**) and the amount due to the Contractor for the additional services identified in **Exhibit B** shall be **Six Thousand, Two Hundred Twenty-Two and 10/100 Dollars ($6,222.10)**, **for a total additional compensation of Thirty-Five Thousand, Five Hundred Forty-One and 98/100 Dollars ($35,541.98),** and shall be paid by the District **within thirty (30) days** upon completion of the work as described in **Exhibit A** and **Exhibit B** to this Addendum and written acceptance by the **Parties**, all in accordance with the **Agreement. Time is of the essence for the District's payment obligations.**

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Addendum, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 4. AUTHORIZATION. The execution of this Addendum has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Addendum.

SECTION 5. EXECUTION IN COUNTERPARTS. This Addendum may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

SECTION 6. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Contractor certifies, by execution of this Addendum, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Contractor agrees to execute an affidavit, in a form provided by or acceptable to the District, in compliance with Section 787.06(14), *Florida Statutes*, prior to commencing any work under this Addendum. The Contractor's failure to provide such affidavit shall constitute a material breach of this Addendum.

SECTION 7. EFFECTIVE DATE. This Addendum shall become effective upon execution by both Parties, with an effective date as of the day and year first written above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties execute this Addendum the day and year first written above.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

RUPPERT LANDSCAPE, LLC

_____
By: _____
Its: _____

Exhibit A: Proposal relating to Area 4A (Sod Fix)
Exhibit B: Proposal relating to Area 4A and APF2

Exhibit A
Proposal



RUPPERT
LANDSCAPE

3350 SR 16
St. Augustine, FL 32259

(904) 778-1030

To:	Green Pointe Holdings, LLC.	**Contact:**	Nick McKenna
Address:	7807 Baymeadows Rd E, Suite 205	**Phone:**	(904) 996-2485
	Jacksonville, FL 32256	**Fax:**	(904) 996-2481
Project Name:	Creekview Area 4A - SOD FIX - 2.4.26	**Bid Number:**	
Project Location:	Jacksonville, Jacksonville, FL	**Bid Date:**	8/5/2025

PROPOSAL

Ruppert Landscape proposes to furnish all labor, materials, tools, equipment and insurance to complete work for the above property as outlined below.

All work will be in accordance with plan sheets and specification sections March 2022.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Area 4A				
29 Lawns and Grasses				
Bahia Sod - Argentine	44,847.00	SF	$0.34	$15,247.98
Bahia Sod - Argentine Deduction from sod on previous quote	-14,470.00	SF	$0.43	($6,222.10)
St. Augustine Sod - Floratam	40,588.00	SF	$0.50	$20,294.00
	Total Price for above 29 Lawns and Grasses Items:			**$29,319.88**
	Total Price for above Area 4A Items:			**$29,319.88**

Total Bid Price: $29,319.88

Notes:

- Proposal does not include payment and performance bond, should a bond be required please add 1.6% to the contract amount.
- Proposal is based on actual quantities shown on the plan in lieu of quantities listed on the plant schedule.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization.
- Proposal includes one year warranty on labor and materials providing the site is properly maintained by the owner. Acts of God, theft, vandalism, neglect, etc. will void the warranty.
- Ruppert Landscape requests a minimum of four weeks written notice prior to commencement of our work.
- Proposal is based on reasonable access to all areas by construction equipment such as backhoes and skidsteer loaders. If access is restricted, Ruppert Landscape will notify the customer immediately and will bill for additional costs on a time and materials basis.
- Proposal is based on Ruppert Landscape mobilizing after other trades have completed their scopes of work and have removed all of their construction materials, equipment and debris from the work area we are to receive.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.
- Ruppert Landscape is not liable for damage to, or resulting from, undisclosed subsurface utilities and structures that are not properly identified. If hand digging is required to avoid utilities, Ruppert Landscape will notify the customer immediately and bill for the additional costs on a time and materials basis.
- Proposal is based on all work areas being free of major subsurface obstructions such as rock, hardpan, clay, water, contaminated soils and miscellaneous construction debris that conflict with the completion of our work. if hidden obstructions are encountered, Ruppert Landscape will notify the customer immediately and will bill the additional costs incurred on a time and materials basis.
- Ruppert Landscape will not be responsible for damages to existing landscape or structures due to actions or conditions beyond our control including but not limited to; Acts of God, weather, neglect, vandalism, theft, etc.
- Pricing is based on this proposal being incorporated into the contract as an attachment.
- Proposal includes all applicable state and local taxes.

Exhibit B
Proposal

RUPPERT LANDSCAPE

3350 SR 16
St. Augustine, FL 32259

(904) 778-1030

To:	Green Pointe Holdings, LLC.	**Contact:**	Nick McKenna
Address:	7807 Baymeadows Rd E, Suite 205	**Phone:**	(904) 996-2485
	Jacksonville, FL 32256	**Fax:**	(904) 996-2481
Project Name:	Creekview Area 4A & APF 2 - 8.5.25	**Bid Number:**	
Project Location:	Jacksonville, Jacksonville, FL	**Bid Date:**	8/5/2025

PROPOSAL

Ruppert Landscape proposes to furnish all labor, materials, tools, equipment and insurance to complete work for the above property as outlined below.

All work will be in accordance with plan sheets and specification sections March 2022.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Area 4A				
29 Lawns and Grasses				
Bahia Sod - Argentine	14,470.00	SF	$0.43	$6,222.10
			Total Price for above 29 Lawns and Grasses Items:	**$6,222.10**
			Total Price for above Area 4A Items:	**$6,222.10**

Total Bid Price: $6,222.10

Notes:

- Proposal does not include payment and performance bond, should a bond be required please add 1.6% to the contract amount.
- Proposal is based on actual quantities shown on the plan in lieu of quantities listed on the plant schedule.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization.
- Proposal includes one year warranty on labor and materials providing the site is properly maintained by the owner. Acts of God, theft, vandalism, neglect, etc. will void the warranty.
- Ruppert Landscape requests a minimum of four weeks written notice prior to commencement of our work.
- Proposal is based on reasonable access to all areas by construction equipment such as backhoes and skidsteer loaders. If access is restricted, Ruppert Landscape will notify the customer immediately and will bill for additional costs on a time and materials basis.
- Proposal is based on Ruppert Landscape mobilizing after other trades have completed their scopes of work and have removed all of their construction materials, equipment and debris from the work area we are to receive.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.
- Ruppert Landscape is not liable for damage to, or resulting from, undisclosed subsurface utilities and structures that are not properly identified. If hand digging is required to avoid utilities, Ruppert Landscape will notify the customer immediately and bill for the additional costs on a time and materials basis.
- Proposal is based on all work areas being free of major subsurface obstructions such as rock, hardpan, clay, water, contaminated soils and miscellaneous construction debris that conflict with the completion of our work. if hidden obstructions are encountered, Ruppert Landscape will notify the customer immediately and will bill the additional costs incurred on a time and materials basis.
- Ruppert Landscape will not be responsible for damages to existing landscape or structures due to actions or conditions beyond our control including but not limited to; Acts of God, weather, neglect, vandalism, theft, etc.
- Pricing is based on this proposal being incorporated into the contract as an attachment.
- Proposal includes all applicable state and local taxes.
- Proposal does not include union pay rates or government wage scale.
- Proposal is based on all demolition of existing conditions occuring by others prior to Ruppert Landscape mobilization.
- Proposal does not include screening of existing topsoil.

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CIII

CONSENT AGENDA

AGREEMENT BETWEEN CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT AND CREATIVE BUILDER SERVICES, INC.

CREATIVEMAILBOX
DESIGNS
6422 Harney Rd., Suite F
Tampa FL 33610
accounting@creativemailboxdesigns.com

QUOTE

Quote #:38874

Quote Date: 1/9/2026
Customer #: 13592
Page: 1 of 5

SOLD TO:	JOB LOCATION
Creekview Community Development District 2300 Glades Rd, Suite 410W Boca Raton, FL 33431	Hyland Trail/Creekview - Phase 4 TBD Clay County, FL XXXXX

SALESPERSON	REQUESTED BY	CONTACT PHONE	CONTACT EMAIL	EXPIRATION DATE
Corey Tappan	McKenna, Nick	321.759.2141	nmckenna@greenpointellc.com	2/8/2026

SCOPE OF WORK

CREATIVE BUILDER SERVICES, INC. d/b/a CREATIVE MAILBOX DESIGNS (HERINAFTER CALLED "CONTRACTOR") PROPOSES TO FURNISH THE MATERIALS AND OR THE LABOR AS OUTLINED BELOW:

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	ph4B, 4C Kiosk : Price includes hardware, materials, and installation of 20 4Cs in one location on a customer supplied concrete pad, in a Creative Supplied KIOSK with one mobilization. If additional trips are required due to phasing, site readiness or otherwise, added trip charges may apply. : 20 4C16D-20 2 4C-5 DOUBLE-SIDED FRAME - USPS Access - Color: White, Black, Bronze, Green, Sandstone or Postal Grey - Door ID: Standard decals OR Engraved Doors (Engraved doors offered at no additional cost, but please allow an additional 1-2 weeks of production time) - Tenant Doors - #1-400 - Parcel Doors - # 1P-40P - 3 Keys provide for every tenant door : CreativeCare® Complete Turnkey USPS Postal Coordination : Pricing Includes a Full Turnkey process for getting delivery service set up with the post office and materials. For new developments, Creative Mailbox Designs will assist with getting approval on a centralized installation location, will assign addresses and once approved by the Postmaster, provide the client with the assignment sheet via email. This sheet will correlate with the key envelopes and containers that are provided to you when installation is complete. If the assignments are not approved by the Post Office prior to installation, key envelopes will be labeled with CBU# and Door # only. Added charges may apply if new labels and envelopes are requested. Once the CBU's are installed, Creative will place the parcel locker keys in the units for the carrier to pick up, contact the Postmaster to install their master locks, label the interior doors, and request the soonest mail delivery date.	71,360.56	$71,360.56

CUSTOMER INITIALS _____

CREATIVEMAILBOX
D E S I G N S
6422 Harney Rd., Suite F
Tampa FL 33610
accounting@creativemailboxdesigns.com

QUOTE
Quote #:38874

Quote Date: 1/9/2026
Customer #: 13592

For replacement units, Creative Mailbox Designs will request the assignments from the Postmaster, request for them to remove their locks and any remaining mail inside a day prior to installation. Creative will provide the client with an assignment sheet via email. This sheet will correlate with the key envelopes and containers that are provided to you when installation is complete. Once the CBU's are installed, Creative will place the parcel locker keys in the units for the carrier to pick up, contact the Postmaster to install their master locks, relabel the interior doors, and request the soonest mail delivery date. During the transition, please let your tenants know mail will be delayed by 3-5 days.

Per the USPS Operation Mandatory Standards, as of July 2020
1. All units must be placed in an approved centralized location
2. For new developments, all lots, including those that are not yet addressed, must be accounted for when ordering mailboxes. Addresses must be assigned in alphanumerical order. If there are any changes after they have been registered with the Post Office and the city, the assignments will need to be fully revised. If revisions are required and keys have been provided to tenants, lock changes will be required, and charges will apply.
3. Multi-family homes must have a shelter and lighting
4. Additional doors must be available for ADA purposes

For more details, visit USPS.com

*INDICATES TAXABLE ITEM

SUB TOTAL:	$71,360.56
ESTIMATED SALES TAXES:	$.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL QUOTE AMOUNT:	$71,360.56

Due to uncertain global pricing, this quote will be subject to withdrawal if not accepted within 10 days.

Payment to be made as follows: Net 30 Days

All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price. Our workers are fully covered by Workmen's Compensation insurance. Unless otherwise specified, Contractor's work carries a one (1) year limited workmanship warranty. The Contract Documents consist of this quote, the terms and conditions, and all documents referenced therein are incorporated herein by reference.

CREATIVEMAILBOX
DESIGNS
6422 Harney Rd., Suite F
Tampa FL 33610
accounting@creativemailboxdesigns.com

DEPOSIT INVOICE

Invoice #: 38874-Deposit

Invoice Date: 1/9/2026
Customer: 13592-Hyland Trail/Creekview - Phase 4

SOLD TO:	JOB LOCATION
Creekview Community Development District 2300 Glades Rd, Suite 410W Boca Raton, FL 33431	Hyland Trail/Creekview - Phase 4 TBD Clay County, FL XXXXX

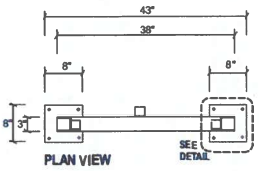
SALESPERSON	ORDERED BY	PAYMENT TERMS	DEPOSIT DUE DATE
Corey Tappan-CC	Assistant Development Manager - McKenna, Nick	Net 30 Days	Due

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	ph4B, 4C Kiosk	$71,360.56	$71,360.56

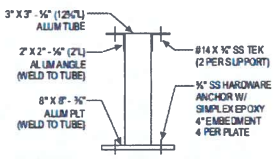
Taxes:
NOTAX-TAX EXEMPT ONLY $0.00

Total Quote Amount: $71,360.56

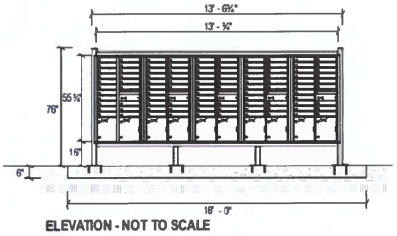
PLEASE PAY THIS DEPOSIT AMOUNT: $35,680.28



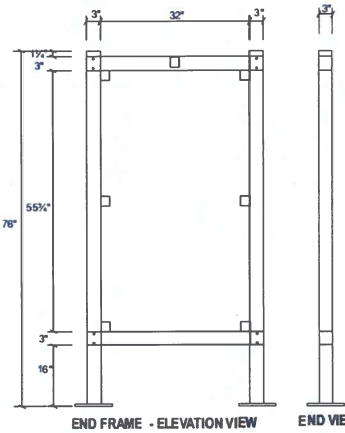
PLAN VIEW



CENTER FRAME SUPPORT - NOT TO SCALE

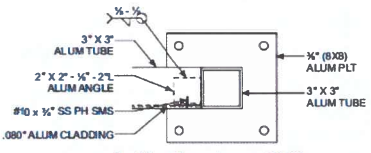


ELEVATION - NOT TO SCALE

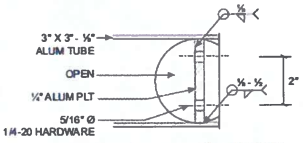


END FRAME - ELEVATION VIEW

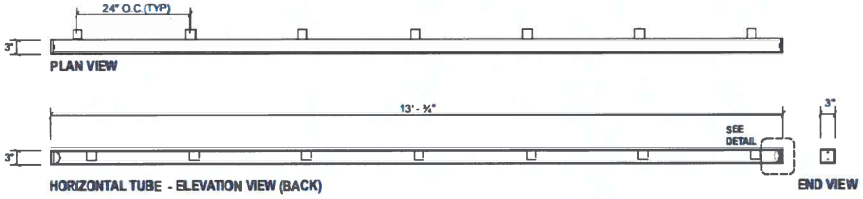
END VIEW



DETAIL TUBE/ CLIP - NOT TO SCALE

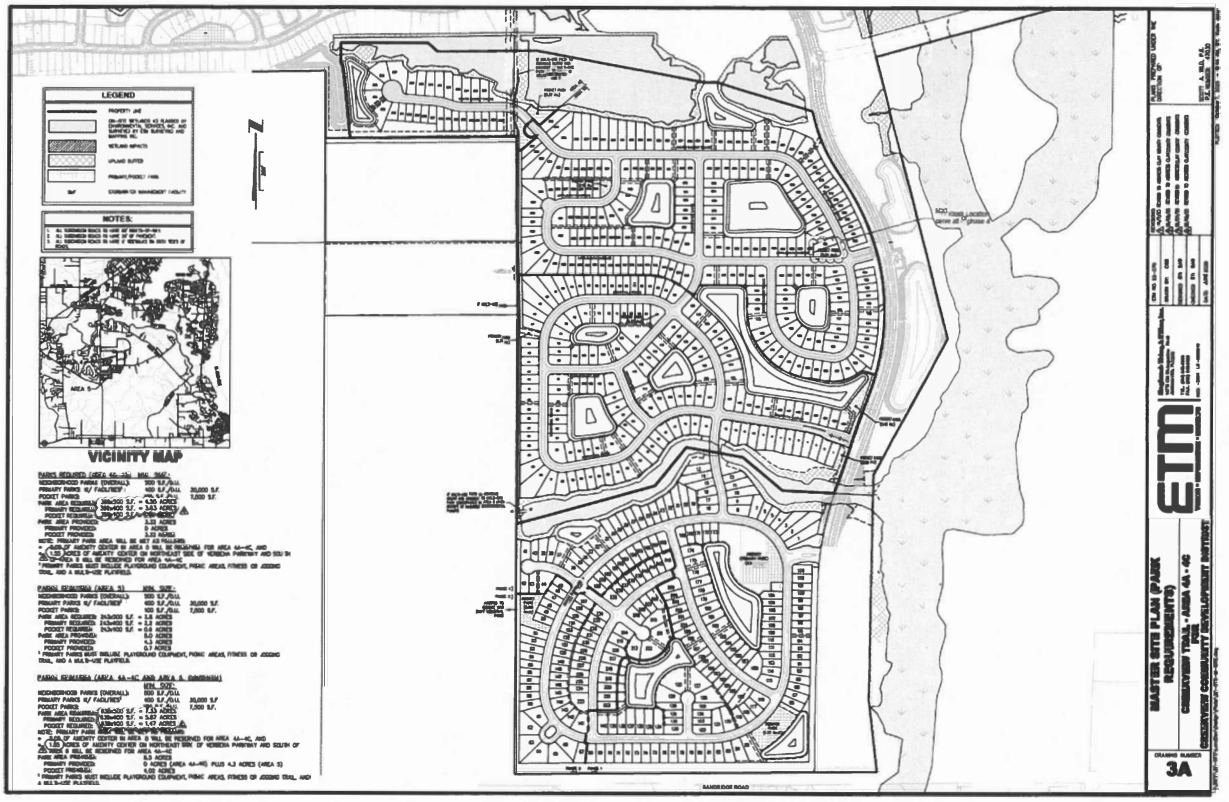


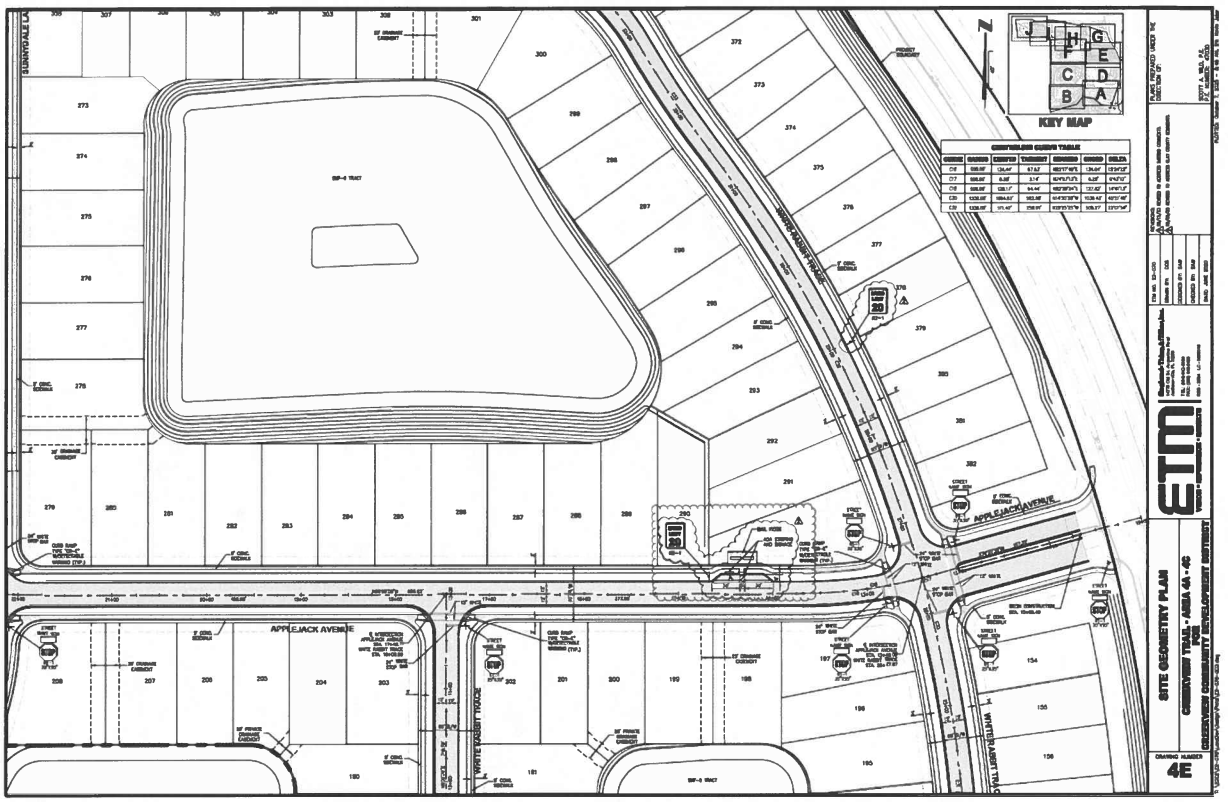
DETAIL - END PLATE - NOT TO SCALE



HORIZONTAL TUBE - ELEVATION VIEW (BACK)

CREATIVEMAILBOX DESIGNS 6422 Harney Rd Suite F Tampa, FL 33610 813-749-2303	This Drawing and all reproductions thereof are the property of Creative Mailbox and may not be reproduced, published, changed or used in any way without written consent.	PROJECT: D/F 4C/5 FRAME SCALE: ¾" = 12"	SITE ADDRESS: Grand Oaks Xxxxx, Florida	AM: MM Designer: MF	PM / PSC: EL Date: 9/30/20	☐ Approved ☐ Approved as noted ☐ Revise and resubmit Approved: Date:	Sheet: D/F 4C - 5 Frame


LEGEND
NOTES:
VICINITY MAP
MASTER SITE PLAN (PARK REQUIREMENTS)
CONSERVE TRAIL - AREA 4A - 4C
PUD
CROSSVINE COMMUNITY DEVELOPMENT DISTRICT
ETM
DRAWING NUMBER
3A


APPLEJACK AVENUE
WHITE RABBIT TRAIL
KEY MAP
SITE GEOMETRY PLAN
GREENVIEW TRAIL - AREA 44 - 46
GREENVIEW COMMUNITY DEVELOPMENT DISTRICT
4E

ADDENDUM TO AGREEMENT BETWEEN CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT AND CREATIVE BUILDER SERVICES, INC.

Agreement: Proposal dated January 9, 2026, included herein and incorporated by this reference ("**Agreement**")
Contractor: Creative Builder Services, Inc. d/b/a Creative Mailbox Designs ("**Contractor**")
District: Creekview Community Development District ("**District**")
Services: Installation, hardware and materials for construction of a Mailbox Kiosk ("**Services**")

The following provisions govern the agreement referenced above:

1. Effective Date. This Addendum and the Agreement shall be deemed effective as of the date of the last signature on this Addendum by either party.

2. Duties.

    a. Contractor agrees, as an independent contractor, to undertake the Services described in the Agreement in a neat and professional manner acceptable to the District in its sole discretion, in accordance with industry standards for mailbox kiosk construction, and in accordance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to all applicable building codes and permitting requirements.

    b. Contractor shall use reasonable care in performing the Services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor agrees to commence repair of any damage resulting from Contractor's activities and work within twenty-four (24) hours.

    c. Contractor agrees to notify the District prior to performing any work subject to any price increases, and to proceed with the work only upon written consent from the District.

    d. All permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

3. Compensation. In exchange for completing the Services as identified in the Agreement and this Addendum, the District agrees to pay Contractor a not to exceed amount of **Seventy-One Thousand, Three Hundred Sixty and 56/100 Dollars ($71,360.56)** ("**Total Amount**"), which amount includes all labor, materials, equipment, permits, fees, taxes, insurance, overhead, profit, and any other costs associated with the Services, and which shall be paid as follows:

a. A deposit in the amount of **Thirty-Five Thousand, Six Hundred Eighty and 28/100 Dollars ($35,680.28)** shall be due to Contractor upon execution of this Addendum; and

b. Upon final completion of the Services, inspection and written approval by the District in its sole discretion, submission of final lien waivers from Contractor and all subcontractors and suppliers, and receipt of a proper final invoice, the District shall pay to the Contractor the remaining balance of **Thirty-Five Thousand, Six Hundred Eighty and 28/100 Dollars ($35,680.28)**, less any offsets, damages, or amounts owed by Contractor to the District.

This compensation includes all parts, materials, and labor necessary to complete the Services as described in the Agreement and this Addendum. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render invoices to the District, in writing, which shall be delivered or mailed to the District. These invoices are due and payable within forty-five (45) days of receipt of a proper invoice in accordance with Florida's Prompt Payment Act, sections 218.70 et seq. of the Florida Statutes, provided that the District may withhold payment for any disputed amounts pending resolution of the dispute. Each invoice shall include such supporting information as the District may reasonably require Contractor to provide.

4. Warranty. Contractor warrants to the District that all materials furnished by Contractor under this Agreement shall be new, and that all Services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, which Contractor shall assign to the District in writing within ten (10) days of final completion, all Services provided by Contractor pursuant to this Agreement shall be warranted for labor and workmanship for a minimum of one (1) year from the date of written acceptance of the Services by the District, provided that any latent defects discovered within the applicable statute of limitations period shall also be covered by this warranty. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for mailbox kiosk construction projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning,

land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform, and including specific compliance with the Americans with Disabilities Act (ADA) and all Florida Building Code requirements; (iii) in an expeditious and economical manner consistent with the best interest of the District; and (iv) in accordance with any completion schedule set forth in the Agreement or as otherwise required by the District in writing.

5. Additional Work. Should the District desire that Contractor provide additional work and/or services, such additional work and/or services shall be fully performed by Contractor after the District's prior approval of a required change order. Contractor agrees that the District shall not be liable for the payment of any additional work and/or services, unless the District first authorizes Contractor to perform such additional work and/or services through an authorized and fully executed change order.

6. Termination. The Agreement may be terminated immediately by the District for cause upon written notice, or upon thirty (30) days' written notice by the District without cause. Contractor may terminate this Agreement only for material breach by the District that remains uncured for thirty (30) days after Contractor provides written notice specifying the breach. Contractor shall not be entitled to lost profits, consequential damages, or any other damages of any kind resulting from any termination by the District, provided however that Contractor shall be entitled to payment for Services actually performed and accepted by the District through the effective date of termination, less any offsets, damages, or amounts owed by Contractor to the District. Upon termination, Contractor shall immediately cease work, secure the work site, and deliver all work product, materials, and District property to the District.

7. Insurance.

   a. Contractor, and any subcontractor performing the Services described in this Agreement, shall maintain throughout the term of this Agreement the following insurance:

      i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

      ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries and property damage, with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, including products and completed operations coverage, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation, and contractual liability coverage sufficient to cover Contractor's indemnification obligations under this Agreement.

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

b. The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "**Additional Insureds**") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective until thirty (30) days after prior written notice to the District (ten (10) days for non-payment of premium). Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.

c. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

8. Indemnification.

a. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "**Indemnitees**"), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the work, (ii) Contractor's performance of, or failure to perform, Contractor's obligations pursuant to the Agreement or any services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in the Agreement or any services.

b. To the extent a limitation is required by law, the obligations under this section shall be limited to no more than One Million Dollars ($1,000,000.00), which amount the District and Contractor agree bears a reasonable commercial

relationship to this Agreement. Nothing in this section is intended to waive or alter any other remedies that the District may have as against Contractor.

c. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in the Agreement is intended to waive or alter any other remedies that the District may have as against Contractor. The provisions of this Section 8 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to the Agreement or otherwise obtained by Contractor, and the provisions of this Section 8 survive the expiration or earlier termination of the Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

d. Contractor shall ensure that all subcontracts related to the work include this section for the benefit of the Indemnitees.

9. Limitations on Governmental Liability. Contractor further agrees that nothing in this Agreement between the parties shall constitute or be construed as a waiver of the District's sovereign immunity or limitations on liability contained in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Daphne Gillyard** ("**Public Records Custodian**"). If under this Agreement, Contractor is providing services and is acting on behalf of District as provided under Section 119.011(2), *Florida Statutes*, among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement's term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such

public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

11. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both parties hereto.

12. Assignment. Neither the District nor Contractor may assign the Agreement or any monies to become due hereunder without the prior written approval of the other.

13. Liens and Claims. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

14. Compliance with Governmental Regulation. Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the work being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of work, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

15. Controlling Law and Venue. In the event that either party is required to enforce the Agreement, as amended by this Addendum, by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Agreement, as amended, and the provisions contained in the Agreement and this Addendum shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding the Agreement or this Addendum shall be Clay County, Florida.

16. E-Verify. Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated section 448.091, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

17. Foreign Influence. Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contact with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

18. Scrutinized Companies. In accordance with section 287.135, *Florida Statutes*, Contractor represents that in entering into the Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Agreement.

19. Addendum Controls. The Agreement, as amended by this Addendum, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of the Agreement. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

20. Authorization. The execution of the Agreement and this Addendum has been duly authorized by the appropriate body or official of the parties, the parties have complied

with all the requirements of law, and the parties have full power and authority to comply with the terms and provisions of the Agreement and this Addendum.

21. Anti-Human Trafficking Requirements. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

22. Claims for Construction Defects. To the extent any of the Services described herein are classified as construction services, CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES.*

CREATIVE BUILDER SERVICES, INC.. D/B/A CREATIVE MAILBOX DESIGNS

Corey Tappan

By: Corey Tappan

Its: Account Executive

Date: 1/15/26

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

Date: 1/21/2026

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CIV

CONSENT AGENDA

PROPOSAL FOR FENCE INSTALLATION SERVICES



ESTIMATE

EST-000068

Estimate Date: Feb 05, 2026
Expiry Date: Mar 05, 2026

FROM:
Beachside pressure washing
Email: beachsidepressurewashing@outlook.com
Phone: (904) 788-0340

TO:
Joey C
Phone: (386) 290-4300

JOB LOCATION:
Fruit Cove
Fruit Cove, FL, 32259

JOB:

#	Services	Qty	Price	Discount	Tax (%)	Total
1	600ft fence installation	1.00	$18,200.00	$0.00	No Tax	$18,200.00

42 inch high ranch rail style fencing. Posts will utilize half bags in order to preserve wood from pre mature decay. 4x4 post with two 2x6 rail per section. Pricing includes delivery of material, labor, and all other cost associated for completion. We will need about two days for completion.

Subtotal	$18,200.00
Grand Total ($)	$18,200.00

Accepted payment methods
Credit Card, Check, Cash, ACH Bank Transfer

Message
I would be happy to have an opportunity to work with you.

Terms
By signing a contract you are signing a legally binding contract for work to be performed.
This estimate is an approximation and is not guaranteed. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified.
Services. Upon acceptance, we will perform the services described in this estimate. Any additional services requested by you and not included in this estimate will incur additional charges.
Schedule. The services will be completed and will be made in accordance with the schedule agreed upon.
Changes. Changes in the specifications, quantities, schedule or other aspects of the services that are requested or approved by you do not become binding unless accepted in writing. Any such changes may result in additional

or increased charges, and you agree to pay such increased charges.
Taxes. You will be responsible for payment of all applicable federal, state and local taxes.
Payment Terms. All invoices for services covered by the estimate are payable upon completion of work or date stated on the invoice.
Late Charges; Interest. Any invoices not paid by you on the date of completion may bear interest after the due date until the invoice is paid.
We abide to all of the statements stated on this estimate - Service Terms and Conditions.
If applicable, client agrees to authorize us on their property for the purposes of performing the services stated on this estimate. Client understands that although we try our best to provide you with an accurate timeframe, there is no set timeframe for the completion of services and several visits to the property may be required. The time stated on your appointment is just an arrival window, we will be sure to contact you when we are on our way. We also have permission to visit the property with little or no notice to assess service needs prior to the date of service, as well as to check completion after services have been rendered.
Client agrees to allow us to utilize any photos, descriptions, reviews, quotes, texts or videos of the property for marketing purposes.
By inquiring about our services or doing business with us, you are giving your consent to receive notifications and messages (e-mail or text) regarding our promotions or services.
Again, we appreciate you agreeing to these terms and conditions as we only set them in place to ensure everyone's safety and satisfaction. If you have any questions regarding these Terms and Conditions, please reach out to us.
You can be confident, that our goal is to provide you with the highest quality of service! We look forward to working with you!

Business powered by Markate.com

Approximately 600 LF of fencing around wing walls of big storm crossing



[Signatures on following page.]

[Signature page to Proposal for Fence Installation Services]

BEACH SIDE PRESSURE WASHING LLC

By: Fischer Anderson

Its: Owner

Date: 2-18-2026

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By:

Its: Assitant Secretary

Date: 2/19/26

ADDENDUM TO THE PROPOSAL FOR FENCE INSTALLATION SERVICES

Contractor: Beach Side Pressure Washing LLC
District: Creekview Community Development District
Proposal: Contractor's Proposal for Fence Installation Services (Estimate No. EST-000068) (together with this Addendum, the "**Agreement**")

The following provisions govern the Proposal referenced above:

1. Effective Date. The Agreement shall be deemed effective as of the date of the full execution of the Proposal and this Addendum.

2. Duties.

    a. Contractor agrees, as an independent contractor, to undertake the work described in the Agreement in a neat and professional manner reasonably acceptable to the District, in accordance with the highest industry standards, and in compliance with all applicable federal, state, and local laws, regulations, ordinances, and building codes.

    b. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions.

    c. In addition to any warranties provided in the Proposal, the Contractor warrants to the District that all materials furnished under the Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or work, and such responsibility shall survive completion of the work and final payment. If any of the materials or work are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District .

    d. All permits or licenses necessary for the Contractor to perform under the Agreement shall be obtained and paid for by the Contractor.

3. Insurance.

    a. The Contractor, and any subcontractor performing the work described in the Agreement, shall maintain throughout the term of the Agreement the following insurance:

        i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

        ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than $1,000,000 per

occurrence/$1,000,000 aggregate for bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iii. Automobile Liability Insurance covering any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed, with limits of not less than $1,000,000 combined single limit for bodily injury and property damage liability.

b. The District and its officers, agents, staff, and representatives shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing work under the Agreement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the additional insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds.

c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

4. Compensation. Upon execution of this Addendum, the District agrees to pay the Contractor total compensation amount not to exceed **Eighteen Thousand, Two Hundred and Zero Cents ($18,200.00)**. Such payments are subject to any withholding required by Florida law and any setoffs or deductions permitted under the Agreement. This compensation includes all parts, materials, and labor necessary to complete the work as described in the Proposal and this Addendum. Compensation under the Agreement shall be paid by the District to Contractor in accordance with the Local Government Prompt Payment Act, as set forth in sections 218.70 *et seq.* of the Florida Statutes.

5. Additional Work; Change Orders. In the event that any change orders are needed for additional work under the Agreement, the District agrees to pay the Contractor in accordance with the unit prices identified in the Proposal. Contractor shall provide such documentation as the District may reasonably require to verify the amounts invoiced for any additional work performed.

6. Indemnification. Contractor shall defend, indemnify and hold harmless the District, and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, to the extent caused by any acts or omissions of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the Agreement. The obligations under this paragraph shall be limited to no more than $2,000,000.00, which amount Contractor agrees bears a reasonable commercial relationship to the Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.

7. Limitations on Governmental Liability. Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

8. Termination. The Agreement may be terminated immediately by the District for cause, or upon thirty (30) days' written notice by either party for any or no reason. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.

9. Public Records. The Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Wrathall, Hunt and Associates, LLC** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement's term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0100, GILLYARDD@WHHASSOCIATES.COM OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, LF 33431.

10. Assignment. Neither the District nor the Contractor may assign the Agreement or any monies to become due hereunder without the prior written approval of the other.

11. Liens and Claims. Notwithstanding any other language in the Proposal, the parties agree that lien rights are not available under Florida law because the District is a governmental entity. That said, the District represents that it has sufficient funds on hand to pay any amounts due pursuant to the terms of the Proposal and this Addendum.

12. Controlling Law and Venue. In the event that either party is required to enforce the Agreement, as amended by this Addendum, by court proceedings or otherwise, then the parties agree that the

prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Agreement, as amended, and the provisions contained in the Proposal and this Addendum shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding the Proposal or this Addendum shall be Clay County, Florida.

13. Claims for Construction Defects. To the extent that any of the services described herein and in the Proposal are classified as construction services, **CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES.*** *The District expressly reserves all rights and remedies available under Florida law with respect to construction defect claims.*

14. E-Verify. The Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated section 448.091, *Florida Statutes*. By entering into the Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of the Agreement.

15. Scrutinized Companies Statement. In accordance with section 287.135, *Florida Statutes*, Contractor represents that in entering into the Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Agreement.

16. Anti-Human Trafficking Requirements. Contractor certifies, by acceptance of the Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Contractor affirms that it previously executed an affidavit in compliance with section 787.06(13), *Florida Statutes*.

17. Addendum Controls. The Agreement shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of the Agreement. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Proposal, this Addendum controls. The Proposal shall not be effective without this Addendum executed by the parties.

[Signature page to Addendum to Proposal for Fence Installation Services]

BEACH SIDE PRESSURE WASHING LLC	**CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT**
By: Fischer Anderson	By:
Its: Owner	Its: Assistant Secretary
Date: 2-18-2026	Date: 2/19/26

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CV CONSENT AGENDA

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CVa

CONSENT AGENDA

ADDENDUM TO AGREEMENT

Agreement: **35-24582-GP** dated January 30, 2026 ("Agreement")
Contractor: ECS Florida, LLC ("Contractor")
District: Creekview Community Development District ("District")
Services: Lee Parcel – Groundwater Analysis as described in the Agreement ("Services")

The following provisions govern the agreement referenced above:

1. Effective Date. This Addendum and the Agreement it modifies shall be deemed effective as of the date of the full execution of this Addendum by both parties.

2. Duties.

    a. Contractor agrees, as an independent contractor, to undertake the Services described in the Agreement in a neat and professional manner reasonably acceptable to the District, in accordance with applicable industry standards for groundwater analysis and environmental consulting, and in accordance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to Florida Department of Environmental Protection regulations and applicable water management district rules.

    b. Contractor shall use reasonable care in performing the Services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor agrees to commence repair of any damage resulting from Contractor's activities and work within twenty-four (24) hours of receiving notice of such damage from the District.

    c. Contractor agrees to notify the District prior to performing any work subject to any price increases, and to proceed with the work only upon written consent from the District.

    d. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all Services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of the Agreement, if any, which Contractor shall assign to the District as necessary to give the District the benefit of said warranties, all Services provided by Contractor pursuant to the Agreement shall be warranted for materials, labor and workmanship for one (1) year from the date of acceptance of the Services by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace

it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

e. All permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

3. Compensation. In exchange for completing the Services as identified in the Agreement, and upon final completion and approval by the District of the Services, the District agrees to pay Contractor the not to exceed amount of **Five Thousand, Six Hundred and 00/100 Dollars ($5,600.00)**. This compensation includes all parts, materials, and labor necessary to complete the Services as described in the Agreement and this Addendum. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render invoices to the District, in writing, which shall be delivered or mailed to the District. These invoices are due and payable within forty-five (45) days of receipt of a proper invoice in accordance with Florida's Prompt Payment Act, sections 218.70 et seq. of the Florida Statutes, unless the District disputes the invoice in writing within twenty (20) days of receipt. Each invoice shall include such supporting information as the District may reasonably require Contractor to provide.

4. Additional Work. Should the District desire that Contractor provide additional work and/or services, such additional work and/or services shall be fully performed by Contractor after the District's prior approval of a required change order. Contractor agrees that the District shall not be liable for the payment of any additional work and/or services, unless the District first authorizes Contractor to perform such additional work and/or services through an authorized and fully executed change order.

5. Termination. The Agreement may be terminated immediately by the District for cause, or upon thirty (30) days' written notice by either party for any or no reason, provided however that any termination by Contractor shall only be effective after providing the District with a reasonable opportunity to cure any default. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the District, provided however that Contractor shall be entitled to payment for any Services provided through the effective date of termination, subject to any offsets.

6. Insurance.

a. Contractor, and any subcontractor performing the Services described in this Agreement, shall maintain throughout the term of this Agreement the following insurance:

i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries and property damage, with limits of not less than

$1,000,000 per occurrence and $2,000,000 general aggregate, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operations, and including coverage for pollution liability given the nature of the groundwater analysis services.

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

b. The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Additional Insureds") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.

c. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. Indemnification.

a. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Indemnitees"), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the work, (ii) Contractor's performance of, or failure to perform, Contractor's obligations pursuant to the Agreement or any services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in the Agreement or any services.

b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in the Agreement is intended to waive or alter any other remedies that the District may have as against Contractor. The provisions of this Section 7 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to the Agreement or otherwise obtained by Contractor, and the provisions of this Section 7 survive the expiration or earlier termination of the Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

8. Limitations on Governmental Liability. Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's sovereign immunity or limitations on liability contained in section 768.28, *Florida Statutes*, or other statute, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Wrathell, Hunt and Associates, LLC** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement's term and following the Agreement term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN

OF PUBLIC RECORDS AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

10. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both parties hereto.

11. Assignment. Neither the District nor Contractor may assign the Agreement or any monies to become due hereunder without the prior written approval of the other.

12. Liens and Claims. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

13. Controlling Law and Venue. In the event that either party is required to enforce the Agreement, as amended by this Addendum, by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Agreement, as amended, and the provisions contained in the Agreement and this Addendum shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding the Agreement or this Addendum shall be Hernando County, Florida.

14. E-Verify. Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated section 448.091, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

15. Scrutinized Companies. In accordance with section 287.135, *Florida Statutes*, Contractor represents that in entering into the Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have

submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

16. Authorization. The execution of the Agreement and this Addendum has been duly authorized by the appropriate body or official of the parties, the parties have complied with all the requirements of law, and the parties have full power and authority to comply with the terms and provisions of the Agreement and this Addendum.

17. Anti-Human Trafficking Requirements. Contractor certifies, by acceptance of the Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, in a form acceptable to the District, in compliance with section 787.06(13), *Florida Statutes*.

18. Addendum Controls. The Agreement, as amended by this Addendum, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of the Agreement. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

ECS FLORIDA, LLC

Jared Pitts

By: Associate Principal
Its:
Date: 2/17/2026

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

Chairperson/Vice Chairperson,
Board of Supervisors
Date: 2/6/26

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CVb

CONSENT AGENDA

AGREEMENT

ECS FLORIDA, LLC
11554 Davis Creek Court, Jacksonville, FL 32256 • T: (904) 880-0960

AUTHORIZATION FOR PROFESSIONAL SERVICES

ECS Florida, LLC ("ECS") is pleased to provide the professional services outlined in the scope of services below. The parties executing this agreement on behalf of ECS and Client respectively, hereby represent and warrant to the other party that they have full authority to execute this Agreement. By signing below, Client confirms Client's authorization for the services requested, and Client's agreement to the incorporated Terms and Conditions under which the services will be provided, a copy of which are attached hereto and incorporated herein by reference.

PROJECT INFORMATION

Project Name:	Lee Parcel - Groundwater Analysis	ECS Proposal No:	35:24582-GP
Street Address:	Sandridge Road		
City, State:	Green Cove Springs, Clay, Florida		

CLIENT INVOICE INFORMATION

Client Firm/Entity:	Creekview CDD	Attn:	Mr. Gregg Kern
Address:	7807 Baymeadows Road East Suite 205	City, State Zip code:	Jacksonville, Florida 32256

PROPOSED SCOPE OF SERVICES

As discussed with Mr. Scott Wild of ETM, we understand that it is desired to monitor the groundwater water levels within the area of a proposed pond to better determine the NWL of a wet pond, or the bottom elevation of a dry pond. To evaluate both options, we propose the following:

- Perform two infiltration tests to provide drainage design parameters if a dry pond is proposed.
- Install piezometers at the locations of previous borings PB3, PA7, and PA8.
- Monitor the groundwater levels for approximately two weeks.
- Utilize the additional groundwater level readings to better estimate seasonal high groundwater levels at the boring locations.
- Develop a 3D groundwater model to estimate the amount of baseflow into the pond and provide recommendations for the pond berm to help maintain the proposed NWL if a wet pond is proposed.
- Results of a berm stability analysis and recommendations for berm construction.

ESTIMATED FEE/LUMP SUM FEE

ECS will provide the services outlined in this proposal for a lump sum fee of $ 5,600.

If additional services are required, we will contact you for verbal and written authorization to proceed.

WORK AUTHORIZED BY:

Signature:	Joe Colmenero	Date:	2/6/26
Print Name:	Joe Colmenero	Title:	
Firm:			

Signatory warrants his/her authority to bind the entity represented

ECS FLORIDA, LLC:

JP	January 30, 2026 Date	CS	January 30, 2026 Date
Jared Pitts, P.E.		Chris Egan, P.E.	
Geotechnical Department Manager		Assistant Office Manager, Principal	

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CVI

CONSENT AGENDA

ADDENDUM TO AGREEMENT BETWEEN CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT AND SES ENVIRONMENTAL RESOURCE SOLUTIONS LLC

Agreement: Proposal dated January 30, 2026, attached as **Exhibit A** and incorporated by this reference (the "**Proposal**"). This Addendum and the Proposal together constitute the "Agreement"
Contractor: SES Environmental Resource Solutions, LLC ("SES") ("**Contractor**")
District: Creekview Community Development District ("**District**")
Services: Fire Station Exclusion Fence and Contract Consolidation ("**Services**")

The following provisions govern the agreement referenced above:

1. Effective Date. This Addendum and the Agreement shall be deemed effective as of the date of the last signature on this Addendum by either party.

2. Duties.

    a. Contractor agrees, as an independent contractor, to undertake the Services described in the Agreement in a neat and professional manner acceptable to the District in its sole discretion, in accordance with industry standards for environmental permitting services for fire station construction, and in accordance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to all applicable environmental regulations and permitting requirements.

    b. Contractor shall use reasonable care in performing the Services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor agrees to commence repair of any damage resulting from Contractor's activities and work within twenty-four (24) hours.

    c. Contractor agrees to notify the District prior to performing any work subject to any price increases, and to proceed with the work only upon written consent from the District.

    d. All permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

3. Compensation. In exchange for completing the Services as identified in the Agreement and this Addendum relating to Tasks 26 and 27, the District agrees to pay Contractor a not to exceed amount of Eleven Thousand, Five Hundred Dollars and No Cents ($11,500.00) ("**Total Amount**"), which amount includes all professional fees, disbursements, permits, application fees, taxes, insurance, overhead, profit, and any other costs associated with the Services.

This compensation includes all professional services, disbursements, and work product necessary to complete the Services as described in the Agreement and this Addendum. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render invoices to the District, in writing, which shall be delivered or mailed to the District. These invoices are due and payable within forty-five (45) days of receipt by the District of a proper invoice in accordance with Florida's Prompt Payment Act, sections 218.70 et seq. of the Florida Statutes, provided that the District may withhold payment for any disputed amounts pending resolution of the dispute. Each invoice shall include such supporting information as the District may reasonably require Contractor to provide.

4. Warranty. Contractor warrants to the District that all Services shall be of good quality, free from faults and defects, and will conform to the standards and practices for environmental permitting services for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. All Services provided by Contractor pursuant to this Agreement shall be warranted for professional services and workmanship for a minimum of one (1) year from the date of written acceptance of the Services by the District, provided that any errors or omissions discovered within the applicable statute of limitations period shall also be covered by this warranty. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

   Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and practices for environmental permitting services for fire station projects of similar design and complexity; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform, and including specific compliance with the Americans with Disabilities Act (ADA) and all Florida Building Code requirements; (iii) in an expeditious and economical manner consistent with the best interest of the District; and (iv) in accordance with any completion schedule set forth in the Agreement or as otherwise required by the District in writing.

5. Additional Work. Should the District desire that Contractor provide additional work and/or services, such additional work and/or services shall be fully performed by Contractor after the District's prior approval of a required change order. Contractor agrees that the District shall not be liable for the payment of any additional work and/or

services, unless the District first authorizes Contractor to perform such additional work and/or services through an authorized and fully executed change order.

6. Termination. The Agreement may be terminated immediately by the District for cause upon written notice, or upon thirty (30) days' written notice by the District without cause. Contractor may terminate this Agreement only for material breach by the District that remains uncured for thirty (30) days after Contractor provides written notice specifying the breach. Material breach by the District shall be limited to the District's failure to pay undisputed amounts when due or the District's interference with Contractor's ability to perform the Services. Contractor shall not be entitled to lost profits, consequential damages, or any other damages of any kind resulting from any termination by the District, provided however that Contractor shall be entitled to payment for Services actually performed and accepted by the District through the effective date of termination, less any offsets, damages, or amounts owed by Contractor to the District. Upon termination, Contractor shall immediately cease work, secure the work site, and deliver all work product, materials, and District property to the District.

7. Insurance.

    a. Contractor, and any subcontractor performing the Services described in this Agreement, shall maintain throughout the term of this Agreement the following insurance:

        i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

        ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries and property damage, with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, including contractual liability coverage sufficient to cover Contractor's indemnification obligations under this Agreement; and Professional Liability Insurance (Errors & Omissions) with limits of not less than $1,000,000 per claim and $2,000,000 aggregate covering Contractor's professional services.

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

    b. The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "**Additional Insureds**") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the

Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective until thirty (30) days after prior written notice to the District (ten (10) days for non-payment of premium). Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.

c. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

8. Indemnification.

a. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "**Indemnitees**"), from and against any and all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and costs, to the extent caused by (i) the negligent, reckless, or intentionally wrongful acts, errors, or omissions of Contractor, or any employee, agent, subconsultant, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) Contractor's performance of, or failure to perform, Contractor's obligations pursuant to the Agreement or Contractor's performance of any activities in connection therewith, or (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in the Agreement, except to the extent caused by the sole negligence or willful misconduct of the Indemnitees.

b. Notwithstanding the foregoing, to the extent a limitation is required by law, the obligations under this section shall be limited to no more than One Million Dollars ($1,000,000.00), which amount the District and Contractor agree bears a reasonable commercial relationship to this Agreement. Nothing in this section is intended to waive or alter any other remedies that the District may have as against Contractor.

c. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in the Agreement is intended to waive or alter any

other remedies that the District may have as against Contractor. The provisions of this Section 8 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to the Agreement or otherwise obtained by Contractor, and the provisions of this Section 8 survive the expiration or earlier termination of the Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

d. Contractor shall ensure that all subcontracts related to the work include this section for the benefit of the Indemnitees.

9. Limitations on Governmental Liability. Contractor further agrees that nothing in this Agreement between the parties shall constitute or be construed as a waiver of the District's sovereign immunity or limitations on liability contained in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Daphne Gillyard** ("**Public Records Custodian**"). If under this Agreement, Contractor is providing services and is acting on behalf of District as provided under Section 119.011(2), *Florida Statutes*, among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement's term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

11. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both parties hereto.

12. Assignment. Neither the District nor Contractor may assign the Agreement or any monies to become due hereunder without the prior written approval of the other.

13. Claims. Contractor shall promptly and properly pay for all professional services and disbursements incurred by it to perform under this Agreement. In the event that any claims arise by reason of Contractor's performance under this Agreement, Contractor shall immediately address and resolve any such claims. In the event that Contractor does not resolve such claims within a reasonable time period, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

14. Compliance with Governmental Regulation. Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the work being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of work, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

15. Controlling Law and Venue. In the event that either party is required to enforce the Agreement, as amended by this Addendum, by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Agreement, as amended, and the provisions contained in the Agreement and this Addendum shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding the Agreement or this Addendum shall be Clay County, Florida.

16. E-Verify. Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute,

Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated section 448.091, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

17. Foreign Influence. Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contact with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

18. Scrutinized Companies. In accordance with section 287.135, *Florida Statutes*, Contractor represents that in entering into the Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Agreement.

19. Addendum Controls. The Agreement, as amended by this Addendum, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of the Agreement. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

20. Authorization. The execution of the Agreement and this Addendum has been duly authorized by the appropriate body or official of the parties, the parties have complied with all the requirements of law, and the parties have full power and authority to comply with the terms and provisions of the Agreement and this Addendum.

21. Anti-Human Trafficking Requirements. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

22. Professional Services Limitation. The Services described herein are professional consulting services for environmental permitting and are not construction services. Any claims related to professional errors or omissions shall be governed by applicable professional liability standards and statutes of limitations for professional services.

SES ENVIRONMENTAL RESOURCE SOLUTIONS, LLC

By: PATRICK C. PIERCE
Its: SENIOR PROJECT MANAGER
Date: 2-6-2026

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors
Date: 2/6/26

EXHIBIT A
PROPOSAL

SES Environmental Resource Solutions LLC

30 January 2026

Mr. Gregg Kern
Creekview CDD
c/o Wrathell, Hunt and Associates
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

RE: Creekview Trail – Fire Station Exclusion Fence and Contract Consolidation
Proposal/Contract for Services (Additional Services)
ERS Project No. 123.23.1066.0001
ERS Proposal No. 260381

Dear Mr. Kern:

SES Environmental Resource Solutions LLC (ERS) is pleased to provide Creekview CDD (Client) with this proposal/contract to provide exclusion fence clearing and installation services (Tasks 26 and 27) for the Creekview Trail/Verna Lee Parcel Fire Station clearing and grading permit in Clay County, Florida. This proposal also includes re-authorization of Tasks 22 through 25 for permitting services associated with the fire station parcel and a modification of the St. Johns River Water Management District (SJRWMD) construction permit for Area 6. It is ERS's intent that this proposal will be attached to a standard CDD contract. Upon execution, ERS will move these tasks and other current, active tasks associated with the Creekview project (including previously authorized Tasks 19, 20, and 21 for work associated with the SJRWMD Conceptual Permit Modification and USACE Individual Permit Modification) into a single project to be billed under the Creekview CDD entity.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,

SES ENVIRONMENTAL RESOURCE SOLUTIONS LLC

Patrick Pierce
Senior Project Manager

PP/260381_Creekview Exclusion Fence and CDD

SES Environmental Resource Solutions LLC
3550 St. Johns Bluff Road South, Jacksonville, Florida 32224
T: (904) 285-1397, F: (904) 285-1929
Email: mail@ersenvironmental.com

PROPOSAL/CONTRACT
Prepared for:
Mr. Gregg Kern
Creekview CDD
c/o Wrathell, Hunt and Associates
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
30 January 2026

RE: Creekview Trail – Fire Station Exclusion Fence and Contract Consolidation
Proposal/Contract for Services (Additional Services)
ERS Project No. 123.23.1066.0001
ERS Proposal No. 260381

Scope of Services:

Tasks 1 – 21 .....Previously Authorized

Task 22 – Creekview Verna Lee Parcel Fire Station Environmental Resource Permitting.

SES Environmental Resource Solutions LLC (ERS) will assist the project engineer in preparing all necessary documentation and graphics required for submittal of a construction-phase environmental resource permit (ERP) application to St. Johns River Water Management District (SJRWMD) for initial clearing and grading of the Creekview/Verna Lee Fire Station Parcel and associated construction access road. This task includes assisting the project engineer and the client with permit application preparation, responses to agency Requests for Additional Information, and ERS attendance at meetings with the regulatory agency as needed. If necessary, ERS will coordinate with the appropriate mitigation bank to facilitate acquisition of any mitigation credits necessary to offset project wetland impacts for the client.

Task 22 – Time/Materials Not to Exceed.....$8,500.00
(previously authorized)

Task 23 – Creekview Fire Station GT Survey and FWC Permitting.

ERS will conduct a 100-percent gopher tortoise burrow survey of all known and potential gopher tortoise habitat within the project area. All gopher tortoise burrows found will be flagged in the field and located utilizing a GPS. ERS will prepare and submit a FWC Gopher Tortoise Conservation Permit Application for the relocation of all on-site gopher tortoises. ERS will coordinate and attend a site visit with FWC personnel to verify the results of the survey, if required by FWC during the permitting process. ERS will coordinate with the Client during the permitting process to obtain information regarding their preferred gopher tortoise relocation site, which will need to be submitted with the application package. Following relocation of on-site gopher tortoises, ERS will submit an After-Action Report to FWC.

Task 23 – Fixed Fee.....$5,500.00*
(previously authorized)

**The cost for this task does not include the mitigation fee charged by FWC or recipient site acceptance fees. The FWC mitigation fee is dependent on the number of burrows identified. The recipient site fee is anticipated to be approximately $5,000.00 per tortoise depending upon recipient site capacity at the time the reservation is established.*

Task 24 – Creekview Fire Station GT Excavation and Relocation.

Upon receipt of the FWC Gopher Tortoise Conservation Permit, ERS will commence the excavation and relocation of the on-site gopher tortoises. All potentially occupied burrows will be excavated utilizing appropriate mechanical equipment or, in the case of hatchling burrows, hand excavated. As required by FWC, an ERS Gopher Tortoise Authorized Agent will assist and guide the equipment operator during the excavation of each burrow. This task includes costs associated with a backhoe and qualified operator. Please note that the cost indicated is a daily rate per crew; ERS will provide an estimate of the required number of days to complete Task 24 upon completion of Task 23.

Task 24 – Daily Rate.....$5,300.00/Day
(previously authorized)

Task 25 – Creekview Area 6 Environmental Resource Permit Modification.

ERS will coordinate with the project engineer in preparing all necessary documentation and graphics required for submittal of a SJRWMD construction-phase ERP modification for the existing Area 6 ERP permit to increase the permitted wetland impact area. This task includes assisting the project engineer and the client with permit application preparation, responses to agency Requests for Additional Information, and ERS attendance at meetings with the regulatory agency as needed. Mitigation bank credits will be required to mitigate for the additional wetland impact. ERS will coordinate with the appropriate mitigation bank to obtain any mitigation credits necessary to offset project wetland impacts.

Task 25 – Time and Materials/Not to Exceed.....$6,500.00
(previously authorized)

Task 26 – Creekview Fire Station Exclusion Fence Lane Clearing

ERS will subcontract W.A. Site Prep LLC (Operator) to clear a perimeter around the gopher tortoise relocation area to facilitate the installation of an exclusion fence barrier to prevent immigration of the tortoises back into the project area after relocation is completed. The Operator will clear a linear path of sufficient width to allow the truck-towed silt fence installation equipment to traverse the project perimeter. Clearing and de-stumping will be limited to only that necessary for installation of the fence and any vegetive debris or side-cast will be left in uplands immediately adjacent to the fence corridor. Neither the Operation nor ERS is responsible for debris removal or disposal.

Task 26 – Fixed Fee.....$4,500.00
(new task)

Task 27 – Creekview Fire Station Exclusion Fence Installation

ERS will subcontract with the Downstream Company, Inc. (Installer) for the installation of silt fence around the project perimeter to serve as an exclusion fence for gopher tortoise immigration into the project area upon completion of the gopher tortoise relocation task. Type III silt fence with 4' wood stakes on 6' centers will be installed around the perimeter to enclose the entire project area. The exclusion fence will be trenched to a depth of at least eight-inches to ensure no gaps are present.

Task 27 – Not to Exceed.....$7,000.00*
(new task)
to be billed at rate of $1.47/linear foot

Meetings/Consultation. Any requested meetings or consultation that are beyond the scope of services as described above will be invoiced on a time and materials basis at standard hourly rates.

Please sign this proposal and return a copy to our office. We look forward to working with you.

TERMS ACCEPTED:

For:	_____	For:	**SES Environmental Resource Solutions LLC**
Date:	_____	Date:	30 January 2026
By:	_____ (Signature)	By:	_____ (Signature)
	_____ (Printed/Typed)		Kim Allerton (Printed/Typed)

PP/260381_Creekview Exclusion Fence and CDD

General Terms and Conditions

GC-1 DEFINITIONS

A. "Consultant" shall be defined as SES Environmental Resource Solutions LLC.
B. "Client" means the company entering into this Agreement with Consultant.
C. Consultant and Client will be collectively referred to as the "Parties" or sometimes individually as a "Party".
D. "Work" is defined as the services being provided by Consultant to Client, and all duties and responsibilities associated therewith.
E. "Agreement" is defined as the Agreement reached by the Parties for the Work and all documents referenced in and made a part of the Agreement, including, but not limited to Consultant's Cost Estimate and associated proposal.

GC-2 ORDER OF PRECEDENCE

All contract documents and subsequently issued modifications are essential parts of this Agreement, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, errors, or omissions, the following order of precedence shall be used:
A. Cost Estimate including Scope of Work and Agreement signature page.
B. General Terms and Conditions.
C. Attachments, if any.

GC-3 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, or understanding not set forth herein and nothing contained in proposals, correspondence, discussions, or negotiations prior to the date of this agreement has any effect on this agreement unless specifically incorporated herein. No changes, amendments, or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by the Parties.

GC-4 RESPONSIBILITIES

Consultant has the responsibility for providing the services described in the cost estimate. The Work is to be performed according to accepted industry standards of care and is to be completed in a timely manner. The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope (the Work). The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the Work. The Client shall also communicate changes in the nature and scope of the Work as soon as possible during performance of the Work so that the changes can be incorporated into the work product.

GC-5 HEADINGS

The captions in this Agreement are for convenience only and shall not define or limit any of the terms herein.

GC-6 SEVERABILITY AND INTERPRETATION

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Each Party acknowledges that it has had a fair and reasonable opportunity to review this Agreement, which shall be construed as though drafted by both parties.

GC-7 WAIVER

The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

GC-8 OWNERSHIP OF DOCUMENTS AND DATA

All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, videos, project-customized software, project-customized intellectual property, and reports which are first produced by the Consultant in the performance of the Work are, and will remain, the property of Consultant.

GC-9 INDEPENDENT CONTRACTOR

Consultant represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Work under this Agreement. Consultant shall perform the Work hereunder in accordance with its own methods subject to compliance with the Agreement. Consultant agrees to be solely responsible for all matters pertaining to its status as a business in the state as well as all federal laws, IRS requirements, and labor laws as they pertain to the Work being performed and paid under this Agreement. Consultant shall act as an independent contractor and not as the agent of Client in performing this Agreement, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Agreement or any lower-tier purchase order or Agreement awarded by Consultant shall create any contractual relationship or rights between any lower-tier supplier or subcontractor and Client. Nothing contained in the Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the Parties. Neither Party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.

GC-10 SITE ACCESS AND CONDITIONS AFFECTING THE WORK

The Client will grant or obtain free access to the Work site, if any, for all equipment and personnel necessary for the Consultant to perform the Work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by the Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Cost Estimate and associated Scope of Work. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee structure and expense reimbursement policy. Before starting the Work, the Consultant shall review all existing site conditions, drawings if any, specifications if any, and other documents relative to the Work, as well as the information furnished by Client pursuant to the Work. Any errors, inconsistencies or omissions then discovered by the Consultant shall be reported promptly to the Client for clarification. Consultant shall not proceed in conflict areas without specific written direction from the Client.

GC-11 DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site. Under the terms of this Agreement, the term "hazardous materials" includes, but is not limited to, hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, mold and asbestos. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition that may mandate a renegotiation of the scope of Work. Consultant and Client agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are

encountered. Client agrees to make all disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, its agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

GC-12 CONSIDERATION AND COMPENSATION

Consultant shall be paid in accordance with the rates and/or prices established in the Agreement. Unless amended in writing and signed by the Parties, Consultant is not obligated to incur expenses and cost in excess of that amount.

GC-13 BILLING AND PAYMENT

Consultant will submit invoices to Client monthly or upon the completion of the Work. Invoices will reflect charges for different personnel and expense classifications or will indicate a lump sum charge for services rendered in accordance with the Cost Estimate. Payment is due thirty (30) days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts. If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

GC-14 WRITTEN NOTICE

The addresses provided for the Parties in the Agreement shall be the addresses for all notices and correspondence in all matters dealing with this Agreement. Except as otherwise expressly provided herein, all written notices required to be delivered by the Parties pursuant hereto shall be deemed so delivered at the time delivered by hand one business day after confirmed transmission by facsimile or other electronic system (with confirmation copy sent by regular U.S. Mail or overnight delivery service) or 3 business days after placement in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, or to such other address as such party may designate by 10 days' advance written notice to the other Party.

GC-15 FORCE MAJEURE

Neither Party shall be liable nor be able to terminate this Agreement for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence, which is defined as an occurrence beyond the control and without the fault or negligence of the Party affected and which by exercise of reasonable diligence the Party is unable to prevent or protect against. Without limiting the generality of the foregoing, Force Majeure Occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, terrorist acts, government sanction or embargo, labor disputes of third parties to this Agreement, or the prolonged failure of electricity or other vital utility service. Any Party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause.

GC-16 INSURANCE

For its sole protection, Consultant shall carry and maintain in force and effect during the entire term of this Agreement the following required insurance policies: Commercial General Liability, Worker's Compensation and Employer's Liability, Business Auto Liability, and Professional Liability. Evidence of Insurance referencing these policies will be provided upon request. No additional insurance terms or provisions will be provided.

GC-17 LIMITATION OF LIABILITY

Client agrees that the Consultant's liability for on account of any error, omission, or other professional negligence will be limited to a sum not to exceed Fifty Thousand ($50,000.00) Dollars, or Consultant's fee, whichever is greater. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of One Million ($1,000,000.00) Dollars upon Client's written request, provided that Client agrees to pay an additional consideration of four percent (4%) of the total fee for the project or Five Hundred ($500.00) Dollars, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

GC-18 INDEMNITY

Subject to the limits established in the Limitation of Liability clause herein, each Party shall defend, save the other together with their agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors harmless from and against and shall indemnify the other for any liability, loss, costs, expenses, or damages to the extent of its negligent acts or omissions in performing under this Agreement. To the extent of its negligence, the indemnifying Party shall defend said action at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such indemnifying Party fails or neglects to so defend, the Party sued may defend the same and any expenses, including reasonable attorneys' fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed upon demand. Such undertaking of defense shall not be deemed an admission of liability, an agreement to assume liability, or a waiver of any right or remedy which the undertaking Party may have. In the event of any indemnified claim against Consultant by Client or any third person associated with Client, Consultant reserves the right to choose legal counsel and direct the defense of such claim at Client's sole cost and expense if the Client is notified of the claim, the claim is the result of Client's efforts, and the Client either fails or neglects to defend the claim. Each Party shall protect, defend, indemnify and hold harmless the other Party hereto from and against any and all damages and expenses arising out of a claim of actual or alleged infringement of patent, copyright, trademark or trade name asserted in connection with the use of equipment, tools, or methods of operation furnished pursuant to this Agreement. In no event, whether on warranty, contract, or negligence, shall either Party be liable to the other for incidental, indirect, or consequential damages, including but not limited to, loss of profits, loss of revenue, loss of use of equipment or facilities, costs of capital, cost of substitute or underutilization of equipment, facilities or labor, downtime costs, or claims of customers resulting from the performance or nonperformance of obligations of this Agreement.

GC-19 STANDARD OF CARE

Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the Work. No other warranty, expressed or implied, is made. The Client recognizes that site conditions may change from those observed at the site at the time Work is performed. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of the performance of the Work. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information provided.

GC-20 PROPRIETARY AND CONFIDENTIAL INFORMATION

Information which is exchanged under or in connection with this Agreement may include proprietary and confidential information of the disclosing Party. The receiving Party shall not disclose such confidential information to others or use it for any purposes other than this Agreement without prior written consent from disclosing Party. All such proprietary information shall be clearly marked as "Proprietary." In the event proprietary information is orally disclosed, it should then be

reduced to writing and marked "Proprietary" within ten (10) days thereafter. The receiving Party shall use at least the same degree of care to prevent disclosure to any third party of misuse of the proprietary information as it employs with respect to its own proprietary information of like importance and use. Proprietary information shall not include, and this paragraph shall not apply to information which: (a) was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the disclosing Party; (b) is or becomes public knowledge without fault of the receiving Party; (c) is acquired by the receiving Party from a third party with good legal title thereto and without binder of secrecy; (d) is independently developed by the receiving Party; (e) is used or disclosed with the prior written approval of the disclosing Party; or (f) is disclosed pursuant to the requirement or request of U.S. or other governmental agency. If such a requirement or request is presented by the U.S. or other governmental agency, Consultant will immediately notify Client and will give Client a reasonable opportunity to contest or dispute such disclosure if they deem necessary. The obligations stated under this clause shall survive the expiration or termination of this Agreement and any extension thereof for a period of two (2) years. All tangible forms and copies of the proprietary information, such as written documentation, delivered by either Party to the other pursuant to this Agreement shall be and remain the property of the issuing Party, and all such tangible information shall be properly returned to said Party or destroyed upon its written request. Any work papers, memoranda or other writings prepared by the receiving Party incorporating any or all of the information shall also be subject to the provisions of this Agreement.

GC-21 RESOLUTION OF DISPUTES

The Parties agree to attempt to resolve any dispute by direct negotiations and in good faith. If these negotiations prove unsuccessful, the following rules shall apply: The Parties agree that this Agreement, and the performance or breach thereof, shall be governed and construed in accordance with the substantive and procedural laws of the State of Florida, United States of America. Any dispute, controversy, claim or difference arising out of or relating to, or resulting from this Agreement, its application or interpretation, or a breach thereof, which cannot be settled amicably by the Parties, shall be resolved definitively and exclusively by arbitration under the Rules of Procedure of the American Arbitration Association (the "Rules") then prevailing, which arbitration shall be held in Jacksonville, Florida. Arbitration shall be by a single arbitrator within thirty (30) calendar days after demand for arbitration, the arbitrator being chosen in accordance with the Rules. It is agreed that all documentary submissions, presentations and proceedings shall be in the English language. The decision of the arbitrator shall be final and binding on the parties, and judgment upon any award rendered may be entered in any court having jurisdiction thereof. Any time which elapses in attempting to resolve the dispute through either or both negotiation or arbitration shall extend day-for-day any applicable statute(s) of repose or limitation of actions. The Parties agree that this arbitration obligation shall survive the termination of this Agreement, whether by default or convenience. Notwithstanding anything to the contrary, (a) Consultant reserves the right to pursue and obtain injunctive or equitable relief from a court of law; (b) if a lawsuit or arbitration is brought against Consultant in a court of law and such claims involve, directly or indirectly, Client's work, Consultant reserves the right to join Client in such arbitration or lawsuit, and (c) if any claims by Client involve, directly or indirectly, the work or obligations of other persons, Consultant reserves the right to join such other persons to its arbitration or litigation with Client.

GC-22 ASSIGNMENT

Neither the Client nor the Consultant may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other Party. However, Consultant may assign rights to be paid amounts due to a financing institution if Client is promptly furnished a written notice and a signed copy of such assignment. If assigned, all covenants, stipulations and promises of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

GC-23 TAXES

Unless otherwise stated in this Agreement, Client shall pay all taxes, levies, duties, and assessments of every nature due in connection with the Work under this Agreement required by law and hereby indemnifies and holds harmless Consultant from any liability on account of any and all such taxes, levies, duties, assessments, and deductions. Unless otherwise provided herein, the price of the Work includes all applicable federal, state and local taxes.

GC-24 COMPLIANCE WITH LAWS

The Parties will comply with applicable laws, statutes, ordinances, orders, rules and regulations of all governmental authorities having jurisdiction over the Work to be performed, and will have all licenses, permits, and other necessary documents for the performance of the Work.

GC-25 CHANGES

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or part, except by written instruments signed by the Parties hereto. When, in the Consultant's opinion, any direction from Client or any other discovery or occurrence, constitutes a change to the Agreement terms, Consultant shall notify the Client immediately in writing to obtain a written instrument implementing the change. Upon request from Client, Consultant may be required at a later date to submit a formal written request including all necessary supporting documentation to justify the change. Notice of request for change must be given as soon as practical, and at all times must be given prior to any action being taken by Consultant on the changed Work or activity. A modification constitutes complete agreement between the Parties regarding any changes made to the Agreement.

GC-26 SUSPENSION

The Client may for any reason direct the Consultant to suspend performance of any part or all of the Agreement for an indefinite period of time. If any such suspension significantly delays progress or causes the Consultant additional direct expenses in the performance of the Agreement, not due to the fault or negligence of the Consultant, the compensation to the Consultant shall be adjusted by a formal modification to the Agreement and the time of performance shall be extended by the actual duration of the suspension.

GC-27 TERMINATION

This Agreement may be terminated by either Party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice plus reasonable termination expenses.

In the event of termination, or suspension of more than three months prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as necessary to complete the project files and may also complete a report on the service performed to the date of notice of termination or suspension. The expense of termination of suspension shall include all direct costs incurred by Consultant in completing, compiling and transmitting such analyses, records and reports.

GC-28 RETENTION OF RECORDS

Consultant will retain all pertinent records relating to the services performed for a period of five (5) years following completion of the Work, during which period the records will be made available to the Client at all reasonable times.

GC-29 SUCCESSORS

All covenants, stipulations and promises in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives. Neither Party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other Party, provided, however, that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either Party, shall acquire all interest of such Party hereunder. Prohibited assignments shall be void at the option of the non-assigning Party.

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CVII

CONSENT AGENDA

CHANGE ORDER

No. 12

DATE OF ISSUANCE: October 23, 2025 EFFECTIVE DATE: October 23, 2025

OWNER: Creekview GP, LLC
CONTRACTOR: Jax Utilities Management, Inc.
Contract: Creekview Area 4

Project: Creekview Area 4 OWNER's Contract No. N.A.
ENGINEER's Contract No. 17-115-10
ENGINEER: England – Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Additional Scope of Work for Area 4C

Reason for Change: Extension of cul de sac

Attachments: (List documents supporting change) Jax Utilities Management, Inc. Schedule of Values dated 10/12/25

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 15,286,792.50	Original Contract Times: Creekview Area 4A Substantial Completion: 420 days Ready for final payment: 528 days
Net Increase/~~Decrease~~ from previous Change Orders No. 0 to No. 11 $ 8,057,488.60	Net change from previous Change Orders No. -0- to No. 11 . Creekview Area 4A / Creekview Area 4B Substantial Completion: 235 days Ready for final payment: 235 days / 520 days (from 8/23/24)
Contract Price prior to this Change Order: $ 23,344,281.10	Contract Times prior to this Change Orders: Creekview Area 4A / Creekview Area 4B Substantial Completion 655 days Ready for final payment: 763 days / 610 days (from 8/23/24)
Net Increase/~~Decrease~~ of this Change Order: $ 866,123.00	Net Increase this Change Order Creekview Area 4A / Creekview Area 4B Substantial Completion: 0 days Ready for final payment: 0 days / 0 days (from 8/23/24)
Contract Price with all approved Change Orders: $24,210,404.10	Contract Times with all approved Change Orders: Creekview Area 4A / Creekview Area 4B Substantial Completion: 655 days Ready for final payment: 763 days / 610 days (from 8/23/24)

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: _____
ENGINEER (Authorized Signature)	OWNER (Authorized Signature)	CONTRACTOR (Authorized Signature)
Date: 10/24/2025	Date: Oct 31, 2025	Date: _____

Digitally signed by Christopher Hodge
DN: C=US, E=chodge@jaxum.com, O=Jax Utilities Managment, CN=Christopher Hodge
Date: 2025.10.28 13:01:41-04'00'

EJCDC 1910-8-B (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

CREEKVIEW 4C PER REVISED PLANS

FROM 4-C PHASE LINE AT STA 55+00

10/12/2025

Contractor: JAX UTILITIES MGMT

Submitted By: R. Johns

Phone #: 779-5353

NET ADD TO CONTRACT		JAX UTILITIES MGMT		
Description	Uni	Qty.	Unit Price	Total Price
REVISED PHASE 4C				
MOBILIZATION AND SITE PREPARATION	LS			
Survey	LS	1.0	$18,000.00	$18,000.00
Mobilization	LS	1.0	$12,000.00	$12,000.00
Maint. of Traffic	LS	1.0	$1,000.00	$1,000.00
			Subtotal	**$31,000.00**
STRIPPING				
Stripping	CY	4,250.0	$3.50	$14,875.00
			Subtotal	**$14,875.00**
Roadway and Roadway Earthwork				
Grading - Rough	LS	1.0	$1,200.00	$1,200.00
Grading - Fine	LS	1.0	$1,000.00	$1,000.00
Dress Up	LS	1.0	$1,800.00	$1,800.00
Miami Curb (incl backfill)	LF	750.0	$18.50	$13,875.00
6" Roadway Base (Crushcrete)	SY	990.0	$15.50	$15,345.00
12" Stabilized Subgrade	SY	1,160.0	$7.50	$8,700.00
Asphalt 1" (1st Lift) ONLY	SY	990.0	$14.50	$14,355.00
Prime	SY	990.0	$2.50	$2,475.00
			Subtotal	**$58,750.00**
EARTHWORK / LOT FILL				
Pond & Roadway Excavation	CY	37,500.0	$2.00	$75,000.00
Dewater	LS	1.0	$15,200.00	$15,200.00
Spread & Compact on Lots & R/W	CY	20,300.0	$4.50	$91,350.00
Haul & Stockpile	CY	20,100.0	$4.30	$86,430.00
Lot Grading	LS	1.0	$4,500.00	$4,500.00
			Subtotal	**$272,480.00**
SEEDING / MULCHING AND SOD				
Site Grassing	SY	41,600.0	$0.75	$31,200.00
Site Sod	SY	5,700.0	$4.00	$22,800.00
			Subtotal	**$54,000.00**
STORM DRAINAGE COLLECTION SYSTEM				
Curb Inlets	EA	0.0	$7,400.00	$0.00
Manholes	EA	5.0	$5,600.00	$28,000.00
RCP 18"	LF	152.0	$95.00	$14,440.00
RCP 24"	LF	-403.0	$126.00	-$50,778.00
RCP 30"	LF	549.0	$176.00	$96,624.00
RCP 42"	LF	385.0	$193.00	$74,305.00
24" MES	EA	-2.0	$2,200.00	-$4,400.00
Dewatering	LS	1.0	$17,000.00	$17,000.00
Double Curb Inlets	EA	1.0	$7,900.00	$7,900.00
Top Adjustments	EA	6.0	$450.00	$2,700.00
42" MES	EA	1.0	$18,900.00	$18,900.00
			Subtotal	**$204,691.00**

NET ADD TO CONTRACT		JAX UTILITIES MGMT		
Description	**Uni**	**Qty.**	**Unit Price**	**Total Price**
UNDERDRAIN				
Underdrain - Per Plan	LF	40.0	$37.00	$1,480.00
Clean Outs	EA	0.0	$380.00	$0.00
			Subtotal	**$1,480.00**
TV INSPECTION - STORM SEWER				
TV	LF	683.0	$19.00	$12,977.00
			Subtotal	**$12,977.00**
PAVING AND DRAINAGE AS-BUILTS				
As Builts	LS	1.0	$2,500.00	$2,500.00
			Subtotal	**$2,500.00**
SANITARY SEWER COLLECTION SYSTEM				
8" Sewer Main	LF	361.0	$68.00	$24,548.00
Sewer Services	EA	7.0	$800.00	$5,600.00
Manholes	EA	3.0	$11,500.00	$34,500.00
Dewatering	LS	1.0	$6,600.00	$6,600.00
Adjustments	LS	1.0	$1,500.00	$1,500.00
			Subtotal	**$72,748.00**
TV INSPECTION - SANITARY SEWER				
TV	LF	361.0	$18.00	$6,498.00
			Subtotal	**$6,498.00**
POTABLE WATER DISTRIBUTION SYSTEM				
6" Watermain (incl fittings, T's, bends)	LF	310.0	$38.00	$11,780.00
4" Watermain (incl fittings, T's, bends)	LF	92.0	$29.00	$2,668.00
2" Watermain (incl fittings, T's, bends)	LF	-43.0	$19.00	-$817.00
6" Gate Valve	EA	1.0	$1,700.00	$1,700.00
Services	EA	14.0	$900.00	$12,600.00
Test and Chlorinate	LF	402.0	$3.00	$1,206.00
Adjustments	LS	1.0	$1,600.00	$1,600.00
			Subtotal	**$30,737.00**
WATER AND SANITARY SEWER AS-BUILTS				
As Builts	LS	1.0	$3,000.00	$3,000.00
			Subtotal	**$3,000.00**
RE-USE WATER DISTRIBUTION SYSTEM				
8" Main & Fittings	LF	421.0	$73.00	$30,733.00
4" Main & Fittings	LF	-62.0	$38.00	-$2,356.00
2" Main & Fittings	LF	4.0	$35.00	$140.00
Testing	LF	425.0	$2.00	$850.00
Adjustments	LS	1.0	$1,400.00	$1,400.00
Services	EA	13.0	$850.00	$11,050.00
			Subtotal	**$41,817.00**

NET ADD TO CONTRACT		JAX UTILITIES MGMT		
Description	**Uni**	**Qty.**	**Unit Price**	**Total Price**
EROSION AND SEDIMENT CONTROL				
Erosion Control NPDES	LS	1.0	$15,000.00	$15,000.00
Silt Fence	LF	3,420.0	$3.50	$11,970.00
Construction Entrance	EA	1.0	$7,000.00	$7,000.00
Inlet Protection	EA	13.0	$400.00	$5,200.00
			Subtotal	**$39,170.00**
TESTING ALLOWANCE				
Testing	LS	1.0	$5,500.00	$5,500.00
			Subtotal	**$5,500.00**
LOT BUILDING PADS				
Lot Pads	EA	13.0	$300.00	$3,900.00
			Subtotal	**$3,900.00**
PAYMENT BOND				
Payment Bond	LS	1.0	$5,000.00	$5,000.00
			Subtotal	**$5,000.00**
PERFORMANCE BOND				
Performance Bond	LS	1.0	$5,000.00	$5,000.00
			Subtotal	**$5,000.00**
		Grand Total		**$866,123.00**

Creekview Area 4 Change Order 12

Final Audit Report 2025-10-31

Created:	2025-10-28
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFCkoycmHmGg9ARrw6ss3G6FMOtABBAD3

"Creekview Area 4 Change Order 12" History

Document digitally presigned by Christopher Hodge (chodge@jaxum.com)
2025-10-28 - 5:01:41 PM GMT

Document created by Shelley Blair (blairs@etminc.com)
2025-10-28 - 8:12:53 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2025-10-28 - 8:13:26 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2025-10-28 - 8:25:55 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2025-10-31 - 6:54:01 PM GMT - Time Source: server

Agreement completed.
2025-10-31 - 6:54:01 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CVIII

CONSENT AGENDA

ONSIGHT INDUSTRIES LLC
SIGNAGE · SITE FURNISHINGS · MAILBOXES

PROPOSAL
W000415789

OnSight Industries, LLC
900 Central Park Dr
Sanford FL 32771

Written By: LEE KENNERLY
Date: 3/4/2026
Proposal: W000415789

Bill To:
CREEKVIEW CDD
2300 Glades Road, Suite 410W
Boca Raton FL 33431
USA

Location:
HYLAND TRAIL
T3108 TUPELO LOOP
GREEN COCVE SPRINGS FL 32043
USA

Project Name: STOP WITH BACKER & POLE REPLACEMENT

Line	Item	U/M	Unit Price	Qty	Net Amount
1	ITEM-STREET SIGNAGE-M001819 STREET SIGNAGE CUSTOM	EA	723.00	1.000	723.00
2	LABOR/INSTALL JACKSONVILLE LOCAL 15-30 LABOR / INSTALLATION INSTALL JACKSONVILLE LOCAL 15-30	EA	295.00	1.000	295.00

Pre-Tax Total:	1,018.00
Sales Tax:	0.00
Total:	1,018.00

Terms and Conditions:

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requoted for customer approval. - Pricing in this proposal is subject to acceptance within 14 days and is void thereafter. - Depending upon the agreed credit terms, a deposit may be required before work is to commence. - If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion. - Any labor and installation pricing is approximate and subject to change based upon actual time incurred. - Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Client agrees to pay progress bill invoice upon receipt. Product will be warehoused until the client is ready for installation, at which time installation labor will be invoiced upon completion. Product that is warehoused for over 6 months will be assessed a $100/month/pallet storage fee beginning on the 7th month. - Sales tax is estimated and subject to change based upon the actual rate at time of invoicing. - Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary. - Customer is responsible for variations from customer supplied architectural drawings & hardscapes. - Signature on this proposal constitutes approval from the client on supplied artwork/graphics. - Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement. - Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

Proposal Acceptance:

The above prices, specifications and conditions are hereby accepted. OnSight Industries, LLC is authorized to proceed with the project as stated. Payment will be made as outlined above.

Signature

GREGG F. HERN
Name

3/4/26
Date

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CIX CONSENT AGENDA

PROPOSAL FOR ELECTRICAL SERVICES

First Coast Electric, LLC
P.O. Box 60995
Jacksonville, Florida 32236-0995
Office: (904) 779-5491

2/24/26

GreenPointe Developers
Mr. Nick McKenna

Re: Creekview 4A – Added Services

Nick,

We are pleased to provide a quotation for the underground electrical portion of the above referenced project. Our pricing is based upon the FPL electrical drawings. We are in receipt of no addenda. Our pricing for this scope of work is **$9,600.**

We have included:

1. Underground trenching and backfill for primary electrical raceways
2. 2ea. 60AMP 120/240V 1-phase electrical services with meters
3. 1ea. WP GFI per each respective service
4. 2ea. ground rods and wire for service ground

We have **not** included:

1. Dumpster fees
2. Surveying
3. Final Grading
4. Directional boring (if not shown)
5. Compaction testing
6. Well-pointing

Due to the volatility of the copper, steel and plastic markets, our price is valid for thirty (30) days. This price is based on the use of unaltered AIA contract documents, Consensus docs, or any other document that is not acceptable by First Coast Electric.

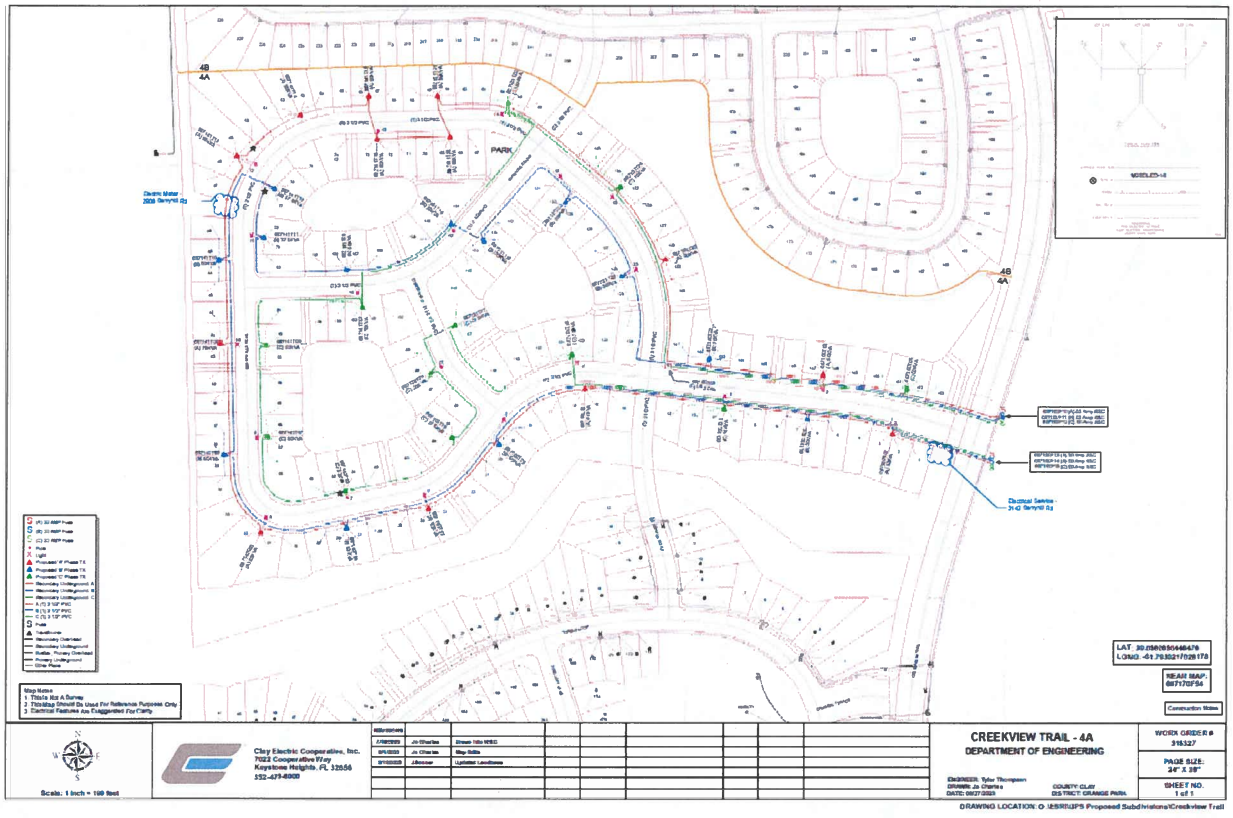
Thank you for the opportunity!

Sincerely,

Justin Lee
Preconstruction Manager
(478) 955-9304

Acceptance of proposal _____

Date of acceptance _____



[Signatures on following page.]

ADDENDUM TO THE PROPOSAL FOR ELECTRICAL SERVICES

Contractor: First Coast Electric, LLC
District: Creekview Community Development District (the "**District**")
Proposal: Contractor's Proposal dated February 24, 2026 for Underground Electrical Project and Meters for Irrigation Timers at Creekview 4A ("**Proposal**" and together with this Addendum, the "**Agreement**")

The following provisions govern the Proposal referenced above:

1. Effective Date. The Agreement shall be deemed effective as of the date of the full execution of the Proposal and this Addendum.

2. Duties.

    a. Contractor agrees, as an independent contractor, to undertake the work described in the Agreement in a neat and professional manner reasonably acceptable to the District, in accordance with the highest industry standards, and in compliance with all applicable federal, state, and local laws, regulations, ordinances, and building codes. Contractor shall obtain all necessary permits, licenses, and approvals required for the work and shall provide evidence of such to the District upon request.

    b. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions.

    c. In addition to any warranties provided in the Proposal, the Contractor warrants to the District that all materials furnished under the Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or work, and such responsibility shall survive completion of the work and final payment. If any of the materials or work are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District .

    d. All permits or licenses necessary for the Contractor to perform under the Agreement shall be obtained and paid for by the Contractor.

3. Insurance.

    a. The Contractor, and any subcontractor performing the work described in the Agreement, shall maintain throughout the term of the Agreement the following insurance:

        i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than $1,000,000 per occurrence/$1,000,000 aggregate for bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iii. Automobile Liability Insurance covering any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed, with limits of not less than $1,000,000 combined single limit for bodily injury and property damage liability.

b. The District and its officers, agents, staff, and representatives shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Contractor shall furnish the District with a Certificate of Insurance and copies of all additional insured endorsements evidencing compliance with this requirement prior to commencing work under the Agreement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier with a minimum A.M. Best rating of A- VII or better, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the additional insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds.

c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

4. Compensation. The District agrees to pay the Contractor total compensation amount not to exceed **Nine Thousand, Six Hundred and no/100** Dollars (**$9,600.00**) for work completed in accordance with the terms of this Agreement. Such payments are subject to any withholding required by Florida law and any setoffs or deductions permitted under the Agreement. This compensation includes all parts, materials, and labor necessary to complete the work as described in the Proposal and this Addendum. The Contractor shall submit invoices with sufficient detail and supporting documentation as reasonably required by the District. Compensation under the Agreement shall be paid by the District to Contractor in accordance with the Local Government Prompt Payment Act, as set forth in sections 218.70 *et seq.* of the Florida Statutes.

5. Additional Work; Change Orders. In the event that any change orders are needed for additional work under the Agreement, such change orders must be approved in writing by the District prior to commencement of any additional work. The District agrees to pay the Contractor for approved additional work in accordance with the unit prices identified in the Proposal. No additional work shall be performed, and no additional compensation shall be due, without prior written approval from the District's authorized representative. Contractor shall provide such documentation as the District may reasonably require to verify the amounts invoiced for any additional work performed.

6. Indemnification. Contractor shall defend, indemnify and hold harmless the District, and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims,

losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees and costs, to the extent caused by the negligence, recklessness, wrongful conduct, acts or omissions, of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement. The obligations under this paragraph shall be limited to no more than $2,000,000.00, which amount Contractor agrees bears a reasonable commercial relationship to the Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.

7. Limitations on Governmental Liability. Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

8. Termination. The Agreement may be terminated immediately by the District for cause upon written notice to Contractor, or upon thirty (30) days' written notice by either party for convenience without cause. "Cause" shall include, but not be limited to, Contractor's material breach of the Agreement, failure to perform the work in accordance with industry standards, failure to maintain required insurance, or violation of applicable laws. Contractor shall not be entitled to lost profits, anticipated profits, or any other consequential damages of any kind resulting from any termination by the District, provided however that Contractor shall be entitled to payment for work properly performed and accepted through the effective date of termination, subject to any offsets or damages owed to the District.

9. Public Records. The Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Wrathell, Hunt and Associates, LLC** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement's term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0100,

GILLYARDD@WHHASSOCIATES.COM OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, LF 33431.

10. Assignment. Neither the District nor the Contractor may assign the Agreement or any monies to become due hereunder without the prior written approval of the other.

11. Liens and Claims. Notwithstanding any other language in the Proposal, the parties agree that lien rights are not available under Florida law because the District is a governmental entity. That said, the District represents that it has sufficient funds on hand to pay any amounts due pursuant to the terms of the Proposal and this Addendum.

12. Controlling Law and Venue. In the event that either party is required to enforce the Agreement, as amended by this Addendum, by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Agreement, as amended, and the provisions contained in the Proposal and this Addendum shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding the Proposal or this Addendum shall be Clay County, Florida.

13. Claims for Construction Defects. To the extent that any of the services described herein and in the Proposal are classified as construction services, **CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES.*** *The District expressly reserves all rights and remedies available under Florida law with respect to construction defect claims.*

14. E-Verify. The Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated section 448.091, *Florida Statutes*. By entering into the Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of the Agreement.

15. Scrutinized Companies Statement. In accordance with section 287.135, *Florida Statutes*, Contractor represents that in entering into the Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Agreement.

16. Anti-Human Trafficking Requirements. Contractor certifies, by acceptance of the Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Contractor affirms that it previously executed an affidavit in compliance with section 787.06(13), *Florida Statutes*.

17. Addendum Controls. The Agreement shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of the Agreement. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Proposal, this Addendum controls. The Proposal shall not be effective without this Addendum executed by the parties.

FIRST COAST ELECTRIC, LLC

By: Josh Lee

Its: Preconstruction Manager

Date: 3/2/26

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

By: GREGG KERN

Its: BOARD CHAIRMAN

Date: 03/04/2026

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CX CONSENT AGENDA

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AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES [AREAS 1, 2 AND APF-1]

THIS AGREEMENT ("**Agreement**") is made and entered into effective as of the 1st day of April 2026, by and between:

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* being situated in Clay County, Florida, with an address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

FLORIDA ULS OPERATING LLC D/B/A UNITED LAND SERVICES, a Delaware limited liability company authorized to do business in Florida, with an address of 12276 San Jose Boulevard, Suite 747, Jacksonville, Florida ("**Contractor**" and, together with the District, **"Parties**" and each separately a "**Party**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes,* for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including landscape improvements; and

WHEREAS, the District requires an independent contractor to provide certain landscape and irrigation maintenance services to those lands identified as Areas 1, 2, and APF-1 (hereinafter referred to as "**Service Area**") within the District, and Contractor represents that it is capable of providing such materials and services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of Contractor are to provide the services, labor, materials and warranties described herein and set forth in the proposal attached hereto and incorporated by reference herein as **Exhibit A** ("**Services**"). The Services shall include, but are not limited, grounds maintenance, tree trimming, fertilizer, pest control, pruning, weeding, turf management, and irrigation inspections in the Service Area. Contractor shall coordinate the Services with other contractors performing work for the District. Contractor shall coordinate with the District Designee (hereinafter defined) in the timing of all Services that may be required for a complete and operational scope of work. Should any questions arise as to the coordination required, Contractor shall consult with the District Designee, as defined below.

A. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District.

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Contractor shall report directly to the District Manager and Joe Cornelison or their designee (together, the "District Designee"). Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repair of any damage resulting from Contractor's activities and work within twenty-four (24) hours.

B. While providing the Services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services to the sole satisfaction of the District.

C. This Agreement grants to Contractor the right to enter District lands which are subject to this Agreement, including the Service Area, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations affecting the provision of the Services, including, but not limited to, line of sight and height requirements of Clay County and the Florida Department of Transportation, as applicable. Contractor shall use industry best practices and procedures when carrying out the Services, including IFAS recommendations for plant material and placement.

D. Changes in the Services, labor, or materials may be accomplished by change order that demonstrates the written agreement of the District and Contractor upon the change in the Services, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Designee.

E. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled Services during the time during the same week as any Rain Days. The Contractor shall provide Services on Saturdays if needed to make up Rain Days but shall not provide Services on Sundays.

SECTION 3. PAYMENT FOR SERVICES. Total compensation for supplying all of the Services described herein and in the attached **Exhibit A** as to *Years 1 and 2* shall not exceed **Four Thousand and Eighty-Five Thousand and 00/100 Dollars ($4,085.00)** per month, for a total annual cost of **Forty-Nine Thousand, Twenty and 00/100 Dollars ($49,020.00)** for *Years 1 and 2*. The pricing for *Year 3* shall not exceed **Four Thousand, Two Hundred Eight and 00/100 Dollars ($4,208.00)** per month, for a total annual amount of **Fifty Thousand, Four Hundred Ninety-Six and 00/100 Dollars ($50,496.00)** for *Year 3*. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable thirty (30) days upon receipt of the invoice by the District or as otherwise provided for under the Local Government Prompt Payment Act, sections 218.70 et seq., *Florida Statutes.* Each monthly invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the Services were provided, and the address or bank information to which payment is to be remitted.

The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien

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releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY AND COVENANT. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all workmanship and materials shall be of good quality, free from faults and defects. If any of the Services or materials provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, and without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. All plant material and irrigation improvements shall be warranted for a period of two years or so long as Contractor is providing the Services to the District, whichever is longer.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 5. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	as required by law
General Liability	
Bodily Injury (including contractual)	$1,000,000/$2,000,000
Property Damage (including contractual)	$1,000,000/$2,000,000
Automobile Liability (if applicable)	
Bodily Injury and Property Damage	$1,000,000

Contractor shall provide the District with a certificate naming the District and their respective officers, supervisors, agents, managers, counsel, engineers, staff and representatives as additional insureds ("Additional Insureds"). At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor

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of the Additional Insureds, and a 30-Day Notice of Cancellation applies in favor of the Additional Insureds.

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its officers, directors, supervisors, employees, staff, managers, attorneys, engineers, consultants, agents, contractors and subcontractors, of each and any of all of the foregoing entities and individuals (together, "**lndemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Contractor's performance of, or failure to perform, Contractor's obligations pursuant to this Agreement or any Services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Services.

B. Contractor shall ensure that any and all subcontractors include this express paragraph for the benefit of the Indemnitees. Obligations under this section shall include, but are not limited to, the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. **INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

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SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement for any reason by providing sixty (60) days' written notice of termination to the District. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause by providing thirty (30) days' written notice of termination to the Contractor. Upon any termination of

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this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to any claims or off-sets the District may have against the Contractor. Termination, however, shall not relieve the Contractor of the warranty, insurance, indemnification or other provisions and obligations set forth herein that survive the termination or expiration of the Agreement.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be null and void.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. ENTIRE AGREEMENT. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. Exhibits attached hereto are provided to clarify the terms of the Agreement. To the extent that any terms and provisions of **Exhibit A** conflict with the terms and provisions of this Agreement, this Agreement shall control.

SECTION 19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 20. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 21. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to District: Creekview Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC

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517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: Florida ULS Operating LLC
d/b/a United Land Services
12276 San Jose Boulevard, Suite 747
Jacksonville, Florida
Attn: Derek Allen

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

SECTION 22. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 23. CONTROLLING LAW; VENUE. This Agreement and the prov1s1ons contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in and for Clay County, Florida.

SECTION 24. EFFECTIVE DATE; TERM. This Agreement shall be effective as of **April 1, 2026**, and shall remain in effect for a period of twelve (12) months, unless terminated earlier by either the District or the Contractor in accordance with the provisions of this Agreement. This Agreement shall automatically renew for two (2) additional twelve (12)-month terms at the pricing identified in **Exhibit A**, except that any such renewal is subject to approval each year by the District's Board of Supervisors.

SECTION 25. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes.* Contractor acknowledges that the designated public records custodian for the District is Daphne Gillyard ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested

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public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes;* 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement's term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES,* TO CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 26. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes.* Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes.* If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes,* and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes,* but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes,* shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes,* within the year immediately preceding the date of this Agreement.

SECTION 27. FOREIGN INFLUENCE. Contractor understands that under Section 286.101, *Florida Statutes,* that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

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SECTION 28. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any Party.

SECTION 30. SCRUTINIZED COMPANIES STATEMENT. The Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes,* and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 31. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Contractor certifies, by execution of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Contractor agrees to execute an affidavit, in a form provided by or acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*, prior to commencing any work under this Agreement.

SECTION 32. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 33. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

Signed by: 5/16/2026

Gregg Kern

6AB6ADEEDF114B6...

Chairperson, Board of Supervisors

FLORIDA ULS OPERATING LLC
D/B/A UNITED LAND SERVICES

Signed by:

Derek Allen

7B8DFBA26603449...

By: Derek L Allen

Its: Branch Manager

Exhibit A: Contractor's Proposal relating to Areas 1, 2 and APF-1

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Exhibit A
Contractor's Proposal
[Areas 1, 2 and APF-1]

Landscape Management Proposal

Contract Maintenance Creekview CDD - Area 1,2,AF-1	Monthly	Yearly
Core Maintenance - 42x Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Tree Pruning (up to 8 ft. - 2 inch caliper), Rejuvenation Pruning (native grass), Weeding & Cleanup.	$ 3,973	$ 47,676
Irrigation Inspections - 12x Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	$ 34	$ 408
Fertilization & Chemical Treatments Includes 6x Turf & 2x Shrub Fertilization & Pest Control Applications	$ 78	$ 936
Total for Landscape Maintenance	$ 4,085	$ 49,020

Multi Year Pricing

Year 1 Price - $4,085 Month / $49,020 Year

Year 2 Price - $4,085 Month / $49,020 Year

Year 3 Price - $4,208 Month / $50,496 Year

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HYLAND TRAIL PLANT SCHEDULE PRICING

Category	Code	Botanical Name	Common Name	Caliper	Price Installed ULS
LARGE TREES					
Large Trees	ARS	ACER RUBRUM	RED MAPLE	3" CAL	65g= $1,595
Large Trees	JS	JUNIPERUS SILICICOLA	SOUTHERN RED CEDAR	3" CAL	(8'-10')= $1,625
Large Trees	ED	ELAEOCARPUS DECIPIENS TM FULL TO GROUND	JAPANESE BLUEBERRY TREE	3" CAL	30g FTG= $689
Large Trees	IN	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY FTG	4" CAL	B&B 12' FTG= $2,075
Large Trees	LNS-3	LAGERSTROEMIA X 'NATCHEZ'	WHITE STANDARD TRUNK CRAPE MYRTLE	3" CAL	30g $740
Large Trees	LNS-4	LAGERSTROEMIA X 'NATCHEZ'	WHITE STANDARD TRUNK CRAPE MYRTLE	4" CAL	45g= $1,345
Large Trees	LMS-3	LAGERSTROEMIA X 'MUSKOGEE' STANDARD TRUNK	LAVENDER CRAPE MYRTLE STANDARD TRUNK	3" CAL	30g= $680
Large Trees	LMS-4	LAGERSTROEMIA X 'MUSKOGEE' STANDARD TRUNK	LAVENDER CRAPE MYRTLE STANDARD TRUNK	4" CAL	45g= $1,345
Large Trees	UPA-4	ULMUS PARVIFOLIA 'AILEE'	ALLIE LACEBARK ELM	4" CAL	100g= $2,075
Large Trees	QV-2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	2" CAL	30g= $710
Large Trees	QV-3	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3" CAL	65g= $1,300
Large Trees	MG-2	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM	SOUTHERN MAGNOLIA	2" CAl	30g= $700
Large Trees	MG-3	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM	SOUTHERN MAGNOLIA	3" CAL	45g= $1,605
Large Trees	MG-4	MAGNOLIA GRANDIFLORA "D.D. BLANCHARD' TM	SOUTHERN MAGNOLIA	4" CAL	100g= $1,975
Large Trees	PE-2	PINUS ELLIOTT	SLASH PINE	2" CAL	30g= $710
Large Trees	PE-3	PINUS ELLIOTT	SLASH PINE	3" CAL	45g= $1,290
Large Trees	PO-2	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	2" CAL	30g= $650
Large Trees	PO-3	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	3" CAL	45g= $1,975
Large Trees	JS	JUNIPERUS SILICICOLA	SOUTHERN RED CEDAR	3" CAL	(8'-10')= $1,625
Large Trees	MG-8	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM	SOUTHERN MAGNOLIA	8" CAL	10" $18,170
Palms	SP	SABAL PALMETTO, HURRICANE CUT, SLICK TRUCK	Cabbage Palmetto	12-21' HT	11'-17'= $650
SHRUBS/GROUND COVER/ANNUALS					
Shrubs	BB	Bambusa Mutabilis	Non-Spreading Bamboo	15GAL	$640
Shrubs	IP	ILLICIUM PARVIFLORUM	Anise 24" HT	3GAL	$36.20
Shrubs	MCA	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS 1GAL	1GAL	$15
Shrubs	RO	ROSA X 'MEIGALPIO® RED	DRIFT ROSE 3 GAL.	3GAL	$72
Shrubs	SBA	SPARTINA BAKERI	SAND CORDGRASS 1GAL	1GAL	$15
Shrubs	TFA	TRIPSACUM FLORIDANA	OWARF FAKAHATCHEE GRASS	1GAL	$15
Shrubs	VO-7	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM 7 GAL., 3' HT	7GAL	$90
Shrubs	RD	ROSA X MEIGALPIO' RED	DRIFT ROSE 36M.		3g= $72
Annuals/Perennials	ANN	SEASONAL ANNUALS	SEASONAL ANNUALS 4POT	4POT	4 Inch $4
Ground Covers	PS	PINE STRAW (BALES)	PINE STRAW	1BALE	$13
Ground Covers	JB	JUNIPERUS CONFERTA 'BLUE PACIFIC' BLUE	PACIFIC JUNIPER 3GAL	3GAL	$36.2
SOD					
SOD	SOD-B	PASPALUM NOTATUIM 'ARGENTINE'	BAHIA GRASS	1PALLET	$500.00
SOD	SOD-A	STENOTAPHRUM SECUNDATUM 'FLORATAM'	ST. AUGUSTINE 'FLORATAM'	1PALLET	$550.00

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Creekview Community Development District

Landscape and Irrigation Maintenance Services

Scope of Work

General Requirements

The Landscape and Irrigation Maintenance Contractor (the "Contractor") shall furnish all horticultural supervision, labor, materials, equipment, and transportation required to maintain the landscape and irrigation system within Creekview CDD (the "District") throughout the contract period, as specified per the contractual agreement.

District Owned Areas to be Serviced

Including but not limited to and as depicted on Site Plan Exhibit:

- Entrance Monuments and up to the right of way along District roadways
- Pocket Parks
- Lift Station Areas
- Right-of-Ways of common areas
- Pond Banks (except those directly behind private homes) *see RFP map for clarification.
- Trail Systems (inclusive of Bamboo maintenance – see RFP map for clarification)
- All other District-owned common areas *all other areas shown in RFP Map

Schedule of Services

- Contractor will be on site as necessary, and/or requested, to complete the scope.
- All weekly work should be completed by 5:00 PM Friday, with allowances for weekend work in case of delays or emergencies.
- A knowledgeable, licensed supervisor, listed in the employee section, shall be present at each maintenance visit.

Quality Control Inspections

- Monthly inspections with District Manager or designee.
- Deficiencies corrected within seven (7) days, unless the contractor provides valid written justification.

Attendance at Meetings

Contractor shall attend District meetings as requested.

Reporting

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- Deliver reports through email to the District Manager or designee and/or District staff or designee, as scheduled or requested.
- Submit daily, weekly, and monthly service schedules to District Manager & District staff or designee.
- Service maps for mowing, edging, pruning, and detailing.
- Monthly inspection reports for irrigation and landscape services.
- Monthly Landscape Service Reports covering: Mowing/Edging/Trimming; Pruning; Pond Bank Mowing (if applicable); Fertilization (plants/shrubs, sod, trees); Pest Control; All ground cover maintenance (if applicable); Tree Maintenance (limb-ups) (if applicable); Annual flower types/design and 3x yearly schedule; Preventative maintenance (trail system, irrigation system); Post-storm clean-up.
- Completed unit price proposal for cost comparison.
- Copies of business licenses, W-9, and insurance.
- List of responsible staff and contact information.
- District Manager or designee to provide copy of Creekview CDD insurance and community map.
- Once new service vendor is established, the chosen vendor will provide full site irrigation testing and mapping and will provide to District Manager or designee & District staff or designee within 60 days of contract execution.

Service Details

Mowing & Edging

District-owned property shall be mowed 1–2 times every seven (7) days during the active growing season (April 1 – November 30) and once every ten (10) days during the dormant season (December 1 – March 31), unless otherwise noted. Mowing days during the growing season should be the same day(s) each week; notify the District Manager or designee if a change is necessary. Adjust mowing heights by turf type (Zoysia 2–3", St. Augustine Floritam 4", Bahia 3–5"). Remove clippings only when swaths risk damaging the lawn. Remove debris prior to mowing.

District-Controlled Pond Banks

Mowed three (3) times per month in the growing season and two (2) times per month in the dormant season. *Note*: Residents are responsible for mowing from the top of the lake bank down to the water's edge directly behind their homes. Please see RFP map for further clarification.

District-Controlled Pocket Parks & Greenspace

Mowed 1-2 times every seven (7) days in the growing season and once every ten (10) days in the dormant season. This includes the right of way of all common area spaces.

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Trail Systems

Mowed and trimmed as needed along trail shoulders, clear zones and adjacent landscaped areas to maintain trail corridor. Manage vegetation (Bambusa Mutabilis) to maintain trail widths, sightlines and overhead clearances.

Sod

Replace dead sod up to one pallet within two (2) weeks of identifying the area; more than one pallet requires prior approval. Maintain St. Augustine - Floratam at 4" and avoid scalping. Follow UF/IFAS mowing guidelines for other sod types.

Edging

Edge groundcover as needed; edge all sidewalks/curbs consistent with mowing schedule. Blow/vacuum sidewalks, curbs, and pavement clear of debris after each mowing.

Fertilization

Provide a timed slow-release fertilization program (per UF/IFAS guidelines) to maintain evenly green, dense turf without surge growth or burn.

Weed, Disease & Insect Control

Maintain a spray program for turf, hedge lines, buffers, and ornamentals (pre- and post-emergent as appropriate). Applications must be by, or under, a licensed applicator and follow UF/IFAS recommendations. Submit the agronomic program with proposal; use proper cultural practices to promote weed-resistant turf.

Shrub & Groundcover Areas

Maintain clear sightlines at intersections; keep foundation shrubs at least 6" below any signage/graphics and trimmed to complement architectural details. Prune overhangs along curbs/sidewalks regularly. Maintain mass plantings as cohesive masses (tops even; sides allowed to knit together). Keep beds reasonably free of weeds using pre-emergent/selective herbicides and hand-weeding where needed (especially near the Amenity Center). Fertilize and apply fungicides/pesticides as warranted; take soil samples for problem areas.

Ornamental Grasses

Cut back annually in early February, leaving approximately 6-8 inches above grade; remove clippings from the property each day this work occurs.

Tree Care

A Certified Arborist shall be utilized for tree maintenance.

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Pruning

In common areas, raise low branches 8’ above sidewalks & 15’ above the street where needed; schedule pruning of trees under ten (10) feet during winter months unless safety requires sooner. Address identified hazards within seven (7) days of notice.

Staking

Inspect/adjust/remove stakes as necessary; consider removal once trunk caliper reaches ~4" or stability is established.

Fertilization

Includes palms, oaks, maples, elms, magnolias, hollies, etc.

Palm Pruning

Remove dead/dying fronds annually in May or by request; follow palm-specific pruning standards and finished cuts.

Mulch / Pine Straw

Install twice per year in March and September (full application within two weeks of initial drop) in all District-owned common areas to maintain a healthy covering that looks new.

Annual Color

Install four (4) seasonal rotations annually (District may request an additional rotation). Specify varieties, size, spacing, and frequency per site/climate. Provide a 90-day warranty excluding vandalism, acts of God, or irrigation issues not due to contractor negligence/response time. Include quantities and unit pricing on the pricing sheet.

Season 1: February to April

Season 2: May to July

Season 3: August to October

Season 4: November to January

Debris Cleanup

On each service day, remove excess debris/litter; remove dead/fallen limbs and palm fronds from turf and beds. Remove contractor-generated debris the same day (excludes heavy seasonal leaf fall).

Irrigation System

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Inspect the entire system under district ownership monthly (12 total annually). Control irrigation per regulatory guidelines; minimize water use while maintaining plant health.

Notify the District Manager or designee in writing immediately and no later than one (1) day or 24 hours after discovering any failures. Contractor is responsible for landscape damage due to unreported failures; the contractor is not responsible where timely notice is given but the District delays repairs.

Sprinkler Heads

Check for proper operation/coverage; contractor is responsible for repair/replacement of components damaged during routine maintenance.

Valves & Valve Boxes

Inspect for broken/stuck valves and missing lids; replace as needed.

Watering Schedule

Adjust for seasonal color, fertilization, and pest control; tune seasonally and by rainfall.

Emergency Contact

Provide a 24/7 contact for on-call emergencies.

Irrigation Repairs

Items outside routine inspection are proposed/billed separately. Stop water loss immediately upon notice (main breaks, valve/backflow malfunctions, lateral breaks, damaged heads). Complete final repairs within forty-eight (48) hours. Submit proposals for repairs outside inclusive unit prices per the fee schedule.

Installation by Non-Maintenance Vendor & Turnover Walk-Through

If installation is performed by a vendor other than the District's monthly landscape and maintenance Contractor, the selected maintenance Contractor shall participate in a joint walk-through with the District and the installing vendor prior to commencement of maintenance services and turnover. Any deficiencies identified during the walk-through shall be documented and addressed by the installing vendor, or otherwise resolved by an agreed punch-list, before maintenance acceptance.

For any new installation of plant material that is not contracted or completed through the district's maintenance vendor, the installation vendor shall provide/is responsible for providing a 60-day installation warranty for all plant material included in the installation. Upon the completion of the 60 days, the maintenance vendor shall/is responsible for inspecting the plant materials installed by the other vendor and determine the health of the plants installed.

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Within the above-mentioned 60 days, the installation vendor is responsible for any caretaking/maintenance obligations that the plant materials and irrigation to ensure the livelihood of the plants.

If the plant health is not reasonably to the satisfaction of the maintenance vendor, then the installation vendor will take the proper steps to remediate the concerns of the maintenance vendor. This is to be accomplished with a 60-day turnover walk that is to include property management staff, District staff or designee, and/or developer staff.

Upon the acceptance of the installation by the maintenance vendor, the installation vendor shall be alleviated of all responsibility regarding newly installed plant materials. It is the responsibility of the maintenance vendor to inspect and provide any deficiencies with the installation prior to the acceptance of the installation.

Property management and District staff or designee retain the ability to over-ride the maintenance vendor, and alleviate the installation vendor of responsibility, if management or staff determines that the maintenance vendor is being unreasonable in their demands to the installation vendor.

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Uniting partners through exceptional

landscape services

UNITED

Land Services

Creekview CDD

Area 1, 2 and AF-1

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March 9, 2026

Creekview CDD
c/o Greenpointe LLC
Megan Maldonado and Nick McKenna
7807 Baymeadows Rd. East Suite 205
Jacksonville, FL 32256

RE: Landscape Maintenance & Irrigation Proposal

Dear Megan and Nick,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your *Community Road Map*™ because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your *Community Road Map*™ you will find the following sections:

- **Company History:** Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- **Agreement & Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly. My mobile is 352-647-5968 and email is grugen@unitedlandservices.com. This proposal is good for 90 days.

Sincerely,

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UNITED Land Services

Company History, Experience & Services

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UNITED Land Services

Company History

Field Support Office

12276 San Jose Blvd
Jacksonville, FL 32223
(904) 829-9255

Total Number of Employees

1500+

Additional Areas Served

- Alabama
  - Montgomery
- Florida
  - Central Florida
  - Ocala
  - Ft. Peirce
  - Fernandina Beach
  - Tampa
  - Bradenton
  - Jacksonville,
  - Ft. Lauderdale
  - Panama City
  - West Palm
- North Carolina
  - Greensboro
  - Charlotte
  - Raleigh
- South Carolina
  - Myrtle Beach
- Georgia
  - Savannah
  - Atlanta

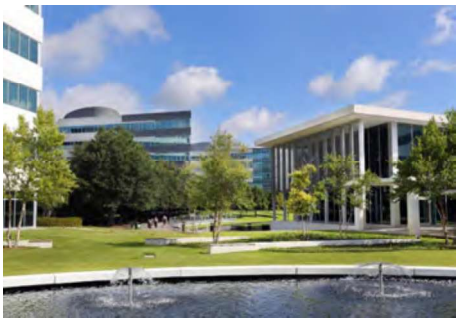




Our History

How It All Started

The Company was founded by Bob Bland-ford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 1500 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.



Services Offered & Approach

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.



United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.

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UNITED Land Services

Products & Services

We Are Your All-Inclusive Service Provider



Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Outdoor Lighting

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.



Commercial Installation

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.



Sod Installation

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.



Landscape Design

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.



Irrigation Systems

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.



Hardscapes

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Driveways & Entranceways

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.

Docusign Envelope ID: 5E5FCEA8-B89A-45D2-B9F5-AB1EA362BF67

UNITED Land Services

Irrigation Experts

Your Team of Certified & Licensed Specialists





Installation, Maintenance & Repairs

- **Installation -** At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.



- **Maintenance -** Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.



- **Improvements -** Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.

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UNITED Land Services

Agronomics Program

Certified Pest Control Operators









Fertilization, Pest Control & Agronomy Management

- **Fertilization -** We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast

- **Pest Control -** United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.

- **Agronomy Management -** We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.

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UNITED Land Services

Hurricane Preparedness

Plan of Action



Phase I

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so. Our main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- Clear sidewalks, walking paths and thorough- fares in common areas

Phase 2

- Assessment of total clean-up needed and associated total costs of Phases 1-3.
- Removal of any debris generated and stock- piled from Phase 1 upon approval.
- Clearing and removal of debris from common
- Area parks, dog parks and playgrounds upon approval.

Phase 3

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove “hangers”,



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Prioritizing Safety

Minimizing Risks

With safety as our top priority, United Land Services continually updates its trainings, communications, and assessments to ensure that team members are prepared to perform their jobs with minimal risk to themselves or others.

Our dedicated safety officers conduct

regular inspections to ensure employees maintain professional behavior and remain alert to all potential hazards.

- Strict Compliance to OSHA Regulations
- Dedicated Safety Officers
- Weekly Safety Meetings
- Annual Safety Rodeo with Industry Safety Experts
- Personal Protection Equipment Requirements
- Ongoing MVR Tracking and Reporting
- Post Accident Drug Testing













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Vehicle Safety

Minimizing Risks

ONBOARDING SAFETY TRAINING

Safety starts the moment a team member is hired with a comprehensive training on proper vehicle, equipment and operational training.. Our goal is to ensure the crew and public are safe from leaving the branch, parking the vehicle to driving through a community. United Land equips our fleet and crews with the proper attire, markers and equipment to redirect traffic in safe manner so a job can be completed safely.





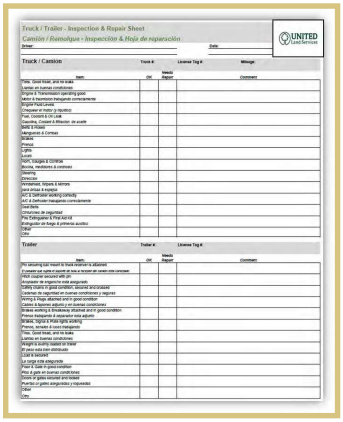
SOFTWARE MONITORING SYSTEMS:

Along with visual inspection, there are software system United Land has established to ensure the safety of our team and the public.

- Our ongoing MVR tracking and reporting application to review driver eligibility using a point system.
- Our GPS Monitoring Program allows our safety and fleet team to monitor speed and potential hazardous driving patterns.

DAILY VEHICLE INSPECTION:

A daily vehicle inspection is completed each morning to identify items that could pose risk to our employees and the general public . This inspection is then completed again upon return to the branch to ensure each vehicle and trailer are safe while on the road.



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UNITED Land Services

Development Strategy

Docusign Envelope ID: 5E5FCEA8-B89A-45D2-B9F5-AB1EA362BF67

Phased Development Strategy

Best Management Practices

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.



Premier Landscape Platform



A Reputation of Excellence



Full-Suite of Services



Experienced Management Team



Relationship-Oriented Service

Docusign Envelope ID: 5E5FCEA8-B89A-45D2-B9F5-AB1EA362BF67

UNITED Land Services

Phased Development Strategy

Plan of Action

Phase 1 (Days 1-30)



- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.

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Phased Development Strategy

Plan of Action

Phase 2 & 3 (Days 31-90)

- Examine Phase I results and modify "Plan of Action" if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.



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Reporting

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Closing the Communication Gap

Alignment, Execution & Building Partnerships



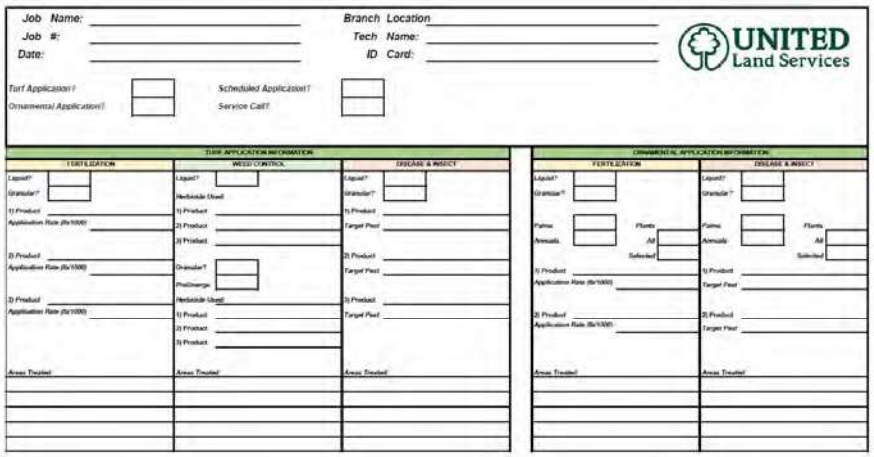
Job Name:
Job Number:
Controller #/Location:
Date:
Tech Name:

Program	Start Time	Seasonal Adjust %	Run Days
A			M T W TH F S S
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make:
Controller Model: Two Wire / Conventional
Controller Status: Working / Not Working
Weather / Rain Sensor: Working / Not Working
Point of Connection Type: Potable / Reclaim / Well / Lake
Well & Pump Type: Pressurized / Centrifugal; Pump Start: Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray , Rotor, Drip, Bubbler, MP?																
Turf, Shrub, Flowers?																
Run Time (Program)																
Run Time (Program)																
Battery Pack , Add a Zone, Doubler?																
Zone Fault or Alarm?																
CONTRACTIMAINT. REPAIRS																
Replaced Head																
Replaced / Cleaned Nozzle																
Head Straightened / Adjusted																
BILLABLE REPAIR																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Fixed																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																
NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Agronomics and Irrigation Inspection Reports



Job Name:
Job #:
Date:
Branch Location
Tech Name:
ID Card:
Turf Application?
Ornamental Application?
Scheduled Application?
Service Call?

TURF APPLICATION INFORMATION: FERTILIZATION / WEED CONTROL / DISEASE & INSECT
ORNAMENTAL APPLICATION INFORMATION: FERTILIZATION / DISEASE & INSECT

Yearly Service Calendar Guideline

Creekview CDD

SCOPE OF WORK	JANUARY 1	2	3	4	5	FEBRUARY 6	7	8	9	MARCH 10	11	12	13	APRIL 14	15	16	17	MAY 18	19	20	21	22	JUNE 23	24	25	26	JULY 27	28	29	30	31	AUGUST 32	33	34	35	SEPTEMBE 36	37	38	39	OCTOBER 40	41	42	43	44	NOVEMBER 45	46	47	48	DECEMBE 49	50	51	52
CORE MAINTENANCE SERVICES																																																					
Mowing - St. Augustine																																																				
Mowing - Bahia																																																				
Edging																																																					
String Trimming																																																				
Debris Blowing																																																				
DETAIL SERVICES																																																			
Ornamental Shrub Pruning																																																			
Weeding - Manual & Chemical Applications																																																			
IRRIGATION INSPECTIONS																																																			
Monthly Inspections with Reports																																																			
FERTILIZATION & PEST CONTROL SERVICES																																																			
Granular Turf Applications																																																			
Turf Weeds & Insect Control																																																			
Shrub Fertilizations																																																			
Shrub Insecticide & Fungicide Inspections																																																			
Intergrated Pest Management																																																			
ANCILLARY SERVICES																																																			
Annual Flower Rotations																																																			
Palm Pruning																																																			
Rejuvenation Pruning (Ornamental Grasses)																																																			
Small Tree Pruning																																																			
Prune Crape Myrtles																																																			
Mulch																																																			

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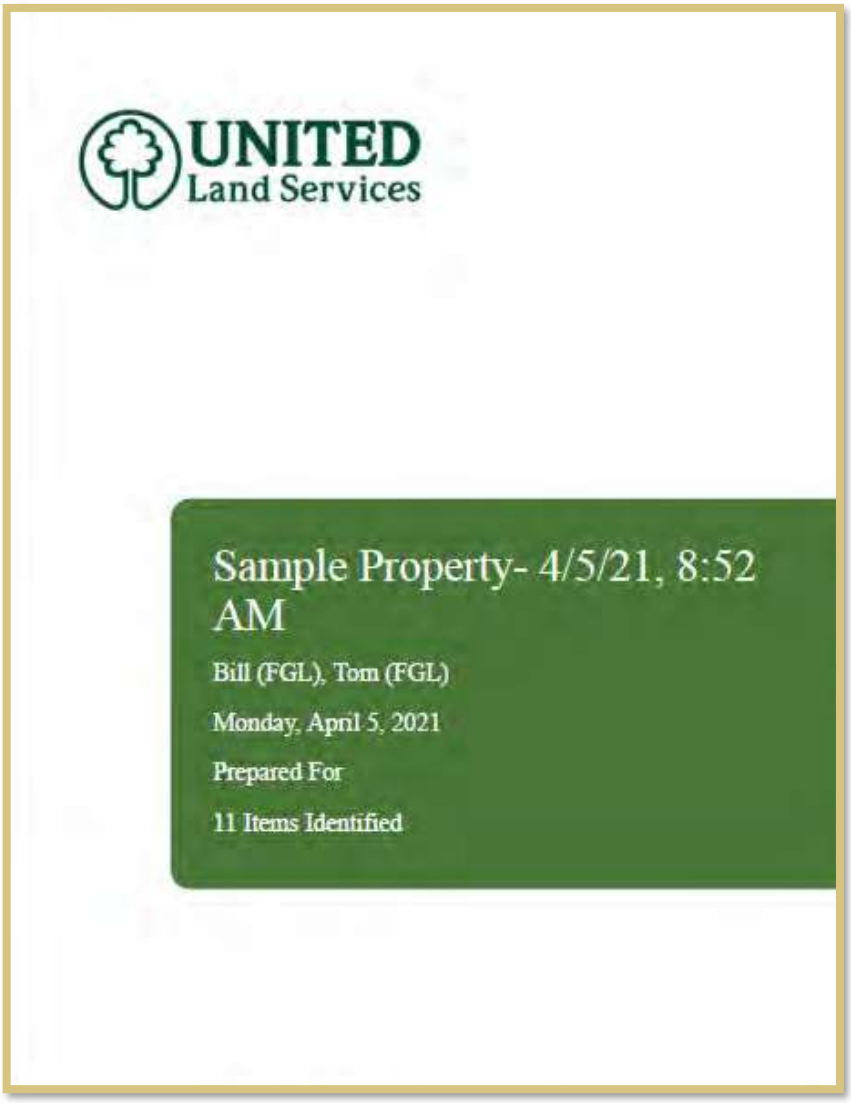
Closing the Communication Gap

Alignment, Execution & Building Partnerships

Communication is key to any strong partnership. In an effort to stay connected internally with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication though pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.



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UNITED Land Services

Closing the Communication Gap

Alignment, Execution & Building Partnerships

SAMPLE



Issue 1
Selectively remove tall stalks on White BOP in a sectional manor.
Removals tagged with orange tape



Issue 2
Remove Mags on Cody Chase



Issue 3
Declining Washingtonian on Cody Chase



Issue 4
Remove staking kit

SAMPLE



Issue 5
Queen Palm on 46A dead from Ganoderma



Issue 6
Possible irrigation issue on Podocarpus along 46A units



Issue 7
Replace declining Pittisporum with turf



Issue 8
Proposal for method to attach Jasmine to columns / pergola

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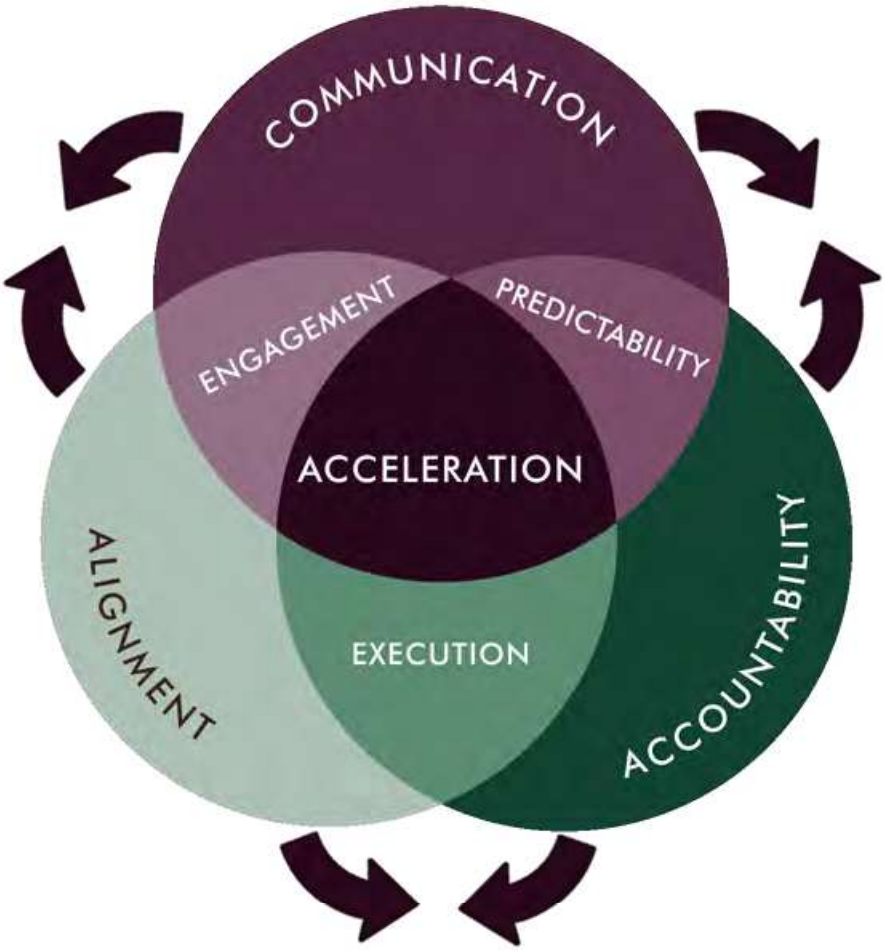
Closing the Communication Gap

Alignment, Execution & Building Partnerships

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals. (Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.



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Certifications

Docusign Envelope ID: 5E5FCEA8-B89A-45D2-B9F5-AB1EA362BF67

UNITED Land Services

Certification

Your Agronomics and Irrigation Specialists



State of Florida
Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Certificate Number: JF187533

Joel Winternitz

This is to certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

WILTON SIMPSON
Commissioner of Agriculture



FDOT

Donald Cope

Certificate: 605991

Has Completed a FDOT Approved Temporary Traffic Control [redacted]anced

Issued: 02/10/2023

Training Provider:
myTTOonline
83 Geneva Dr. Suite 621394
Oviedo, FL 32762
Ph: 407-901-0206

Expires: 02/10/2027

Instructor:

M. H

Verify this Certificate at www.motadmin.com.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BLANDFORD, ROBERT JOHN
UNITED LAND SERVICES OPERATING LLC
12276 SAN JOSE BLVD. SUITE 747
JACKSONVILLE FL 32224

LICENSE NUMBER: SCC131153481
EXPIRATION DATE: AUGUST 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 02/03/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



The International Society of Arboriculture

Hereby Announces That

David J Rivera

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pelliam
CEO & Executive Director

9 June 2023 | 30 June 2028 | FL-6345A
Issue Date | Expiration Date | Certification Number

ANAB



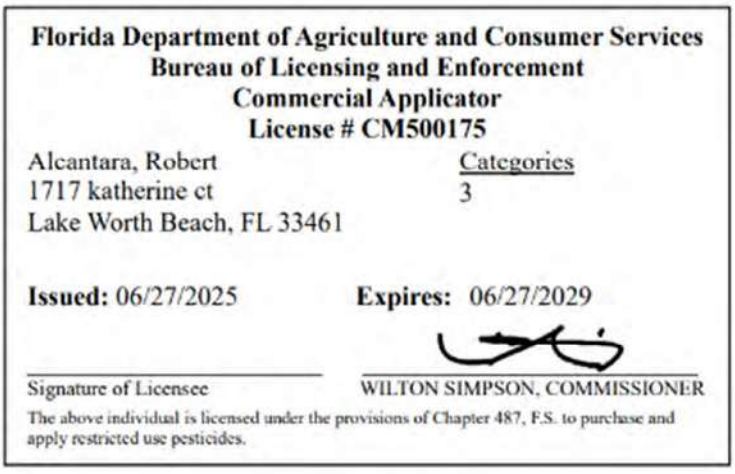
STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
April 1, 2022	LF323729	April 1, 2026

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 1, 2026

KEELY HAVERLAND
10670 HERITAGE FARMS ROAD
LAKE WORTH, FL 33449

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER



Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
Commercial Applicator
License # CM500175

Alcantara, Robert
1717 katherine ct
Lake Worth Beach, FL 33461

Categories
3

Issued: 06/27/2025

Expires: 06/27/2029

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

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UNITED Land Services

Certification

Your Agronomics and Irrigation Specialists











Docusign Envelope ID: 5E5FCEA8-B89A-45D2-B9F5-AB1EA362BF67

UNITED Land Services

Certification

Your Agronomics and Irrigation Specialists

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Florida ULS Operating LLC

2 Business name/disregarded entity name, if different from above
United Land Services

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12276 San Jose Blvd Suite 747

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL, 32223

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
85 - 2497925

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/8/202

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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UNITED Land Services

Scope of Services:

Exhibit A

Docusign Envelope ID: 5E5FCEA8-B89A-45D2-B9F5-AB1EA362BF67

Exhibit A: Scope of Services Summary

Annual Maintenance Outline

The following outline details our proposed scope of services and offerings to be provided by our service teams, to ensure we meet the specific needs of your project as governed by our agreement.

LANDSCAPE MAINTENANCE PROGRAM

1. **Turf Grass Mowing**
    a. Mowing schedule based on climate and turf type.
    b. Mowing height to be adjusted based on turf type.
    c. Cuts postponed because of weather to be made up as soon as possible.
    d. Hard edging (concrete) will be done per cut, soft edge will be done every other cut. Landscape beds containing rock will not be mechanically edged.
    e. Areas to small to mow will be completed with a string trimmer or push mower.
    f. All debris created during maintenance operations will be removed and or blown from adjacent surfaces.
2. **Ornamental Detailing**
    a. Detail operations will be completed in a sectional manner once monthly.
    b. Plant material will be trimmed to retain the natural shape and function of the plant using Best Management Practices and techniques.
    c. Trees will have trunks cleared of sprouts and elevated to 8' in Green areas and 10' (up to 2 inch caliper) in Paved areas.
    d. Palms under 10' will have brown fronds removed during detail rotation.
    e. Post emergent herbicide will be used in landscape beds to control unwanted weeds and vegetation.
3. **Fertilization & Pest Control Services**
    a. Applications will adhere to any State and Local ordinance including Blackout Periods.
    b. Fertilizer composition (NPK, Nitrogen, Phosphorous, Potassium) will be determined based on site needs.
    c. Pre and Post Emergent Herbicides will be used as needed to control weeds in turfgrass.
    d. All applications will be used as directed by the manufacturers instructions for use and in accordance with all State and Federal regulations / guidelines.
    e. Ornamental Plants, Trees & Palms will receive a balanced fertilizer at appropriate rates, typically in spring and fall months.

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Scope of Services Summary

Annual Maintenance Outline

4. **Irrigation Inspections & Maintenance**
    a. System will be routinely inspected for operational efficiency and condition.
    b. Visual inspection will include controller and electronic components, spray and rotor heads and shrub risers.
    c. Minor adjustments for efficiency will be made during inspection.
    d. Repairs for malfunctioning, broken or worn out components (heads, line breaks, controllers and electronics, pumps, etc.) will be done after client approval.
5. **Seasonal Color (Annuals) Installation**
    a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board of Directors or CAM.
    b. Flower type will be selected based on climate, availability at time of install and coordination with adjacent neighborhood associations to ensure uniformity.
    c. Flower beds will be maintained to remove faded or dead plants and to ensure optimal bloom production and neat appearance.
    d. Commercial fertilizer will be applied to all areas at time of install with follow up applications of micro nutrient, fungicide and pesticide based on flower type and Best Management Practices.
    e. Standard Annuals to be used for quarterly changeouts. Premium varieties to incur additional cost.
6. **Mulch & Pine Straw Installation**
    a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board of Directors or CAM.
    b. Mulch will be installed at timeframe determined by HOA.
    c. Mulch to be Dyed Hardwood Blend, installed 1x per year upon approval.
    d. Installation method to be determined by contractor, either bagged product or bulk install with blower truck.

ADDITIONAL SERVICES AND TEAM EXPECTATIONS

1. **Extra Services**
    a. We will provide extra/special services based on agreement and specifications set forth by the Client
2. **Team Expectations**
    a. Our field personnel will be licensed for all applicable maintenance duties, included any pesticide applications, as required by law.
3. **Appearance**
    a. Our team is required to maintain a professional and well-groomed appearance at all times.

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Property Map

Docusign Envelope ID: 5E5FCEA8-B89A-45D2-B9F5-AB1EA362BF67

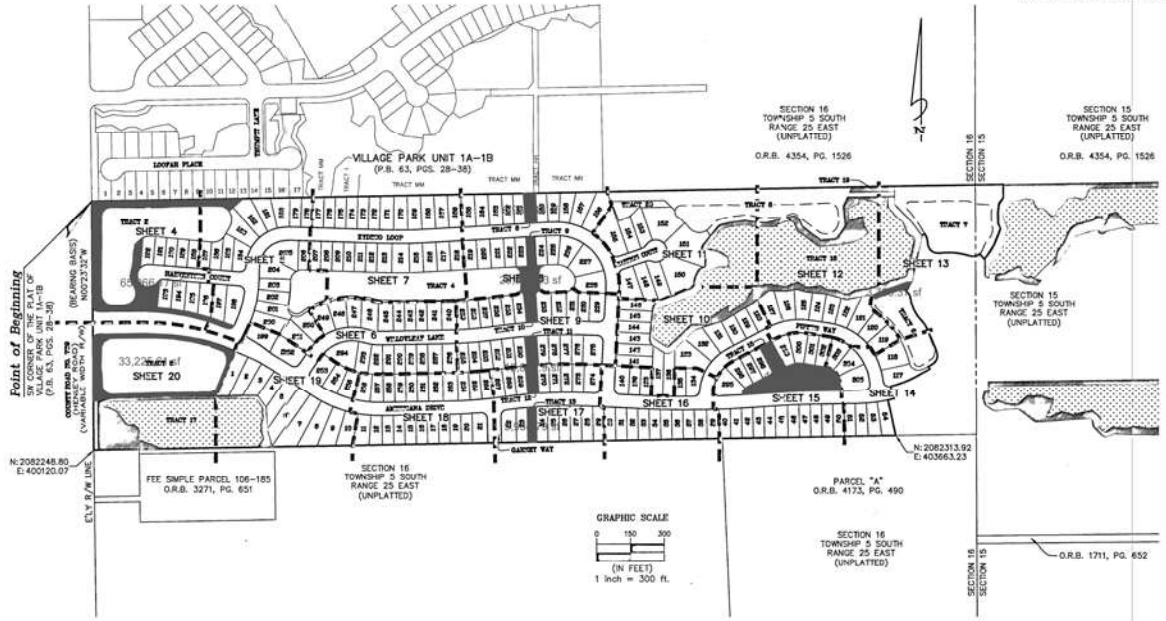
Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 72 PAGE 48

SHEET 3 OF 20 SHEETS

243 LOTS AND 20 TRACTS THIS PHASE



General Notes

1. BEARINGS SHOWN HEREON ARE BASED ON THE THE SE'LY R/W LINE OF C.R. NO. C-739 (HENLEY ROAD) AS N00°23'32"W PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983(2011)
2. N 2080588.350 E 417472.651 DENOTES COORDINATES REFERENCED DATUM FLORIDA EAST ZONE NAD 1983(2011) NGS ADJUSTMENT. (US FEET)
3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. (FLORIDA STATUTE 177.091)
4. THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND FLOOD ZONE "A" (SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD) (NO BASE FLOOD ELEVATIONS DETERMINED), AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 12019C0170E, COMMUNITY NO. 120064, PANEL NO. 0170E, DATED MARCH 17, 2014. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
5. BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.
6. THE TABULATED CURVE TABLE(S) SHOWN ON EACH SHEET IS APPLICABLE ONLY TO THE CURVES THAT APPEAR ON THAT SHEET.
7. BUILDING RESTRICTION LINES ARE AS FOLLOWS:
   MINIMUM FRONT SETBACK – 10' FOR FRONT PORCHES; 15' FOR FRONT FACADE; 20' FOR FRONT FACING GARAGES (SHOWN HEREON)
   MINIMUM SIDE SETBACK – 5'
   MINIMUM REAR SETBACK – 10'; 14' WITH REAR ALLEYS
8. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
9. WHERE A CLAY COUNTY UTILITY AUTHORITY EASEMENT CROSSES AN EASEMENT OR RIGHT-OF-WAY GRANTED TO CLAY ELECTRIC COOPERATIVE, INC., CLAY COUNTY UTILITY AUTHORITY SHALL HAVE THE RIGHT TO LOCATE ITS FACILITIES IN SAID JOINT USE EASEMENT AREA, BUT SUCH USE SHALL BE NON-EXCLUSIVE. CLAY ELECTRIC COOPERATIVE, INC. SHALL USE, OCCUPY, AND LOCATE FACILITIES IN THESE JOINT USE AREAS SO AS TO REASONABLY ACCOMMODATE CLAY COUNTY UTILITY AUTHORITY'S FACILITIES.
10. WHERE A CLAY ELECTRIC COOPERATIVE, INC. EASEMENT CROSSES AN EASEMENT OR RIGHT-OF-WAY GRANTED TO CLAY UTILITY AUTHORITY, CLAY ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT TO LOCATE ITS FACILITIES IN SAID JOINT USE EASEMENT AREA, BUT SUCH USE SHALL BE NON-EXCLUSIVE. CLAY COUNTY UTILITY AUTHORITY SHALL USE, OCCUPY, AND LOCATE FACILITIES IN THESE JOINT USE AREAS SO AS TO REASONABLY ACCOMMODATE CLAY ELECTRIC COOPERATIVE, INC.'S FACILITIES.
11. WHETHER DEPICTED ON THE PLAT OR NOT, THE DEDICATOR/OWNER HEREBY GRANTS CLAY ELECTRIC COOPERATIVE, INC., AND CLAY COUNTY UTILITY AUTHORITY, A TEN FOOT (10') WIDE PERPETUAL EASEMENT FOR UTILITY SERVICES OVER, UNDER, UPON AND ACROSS ALL LANDS LYING ADJACENT TO, PARALLEL WITH, AND OUTSIDE OF THE AREAS SHOWN ON THE PLAT AS ROADS, STREETS, OR OTHER RIGHTS-OF-WAY.
12. ALL WETLAND-UPLAND BUFFER AREAS SHOWN HERON ARE WHOLLY CONTAINED WITHIN THE TRACTS AS SHOWN ON SAID PLAT, AND THE CONTROL AND OWNERSHIP ARE RETAINED BY THE OWNER AS SHOWN HEREON.
13. THE LANDS SHOWN HEREON ARE SUBJECT TO THE FOLLOWING EASEMENTS:
    EASEMENT CONTAINED IN O.R.B. 3318, PG. 1548 (SHOWN)
    EASEMENT CONTAINED IN O.R.B. 3362, PG. 1934 (SHOWN)

LEGEND

O.R.B.	= OFFICIAL RECORDS BOOK
P.B.	= PLAT BOOK
PG(S).	= PAGES
NO.	= NUMBER
P.C.	= POINT OF CURVATURE
P.T.	= POINT OF TANGENCY
P.C.C.	= POINT OF COMPOUND CURVATURE
P.R.C.	= POINT OF REVERSE CURVATURE
R	= RADIUS
R.P.	= RADIUS POINT
R/W	= RIGHT OF WAY
(R)	= LOT LINE RADIAL TO R/W
℄	= CENTERLINE
CEC	= CLAY ELECTRIC COOPERATIVE
CCUA	= CLAY COUNTY UTILITY AUTHORITY
D.E.	= DRAINAGE EASEMENTS
U.A.E.	= UNOBSTRUCTED ACCESS EASEMENT
V.W.	= VARIABLE WIDTH
ATB	= APPROXIMATE TOP OF BANK
P.R.M.	= PERMANENT REFERENCE MONUMENTS
P.C.P.	= PERMANENT CONTROL POINTS
———	= BUILDING SET BACK LINE
✱	= PERMANENT CONTROL POINT STAMPED P.C.P. LB 3731
□	= 4"x4" CONCRETE MONUMENT STAMPED P.R.M. LB 3731
○	= 5/8" REBAR WITH CAP "P.R.M. LB 3731"

DENOTES UPLAND BUFFER

DENOTES WETLANDS

FUTURE LAND USE: LA RF
ZONING: LA RF
AREA: 95.12 ACRES
NUMBER OF LOTS: 243
NUMBER OF TRACTS: 20

OWNER & DEVELOPER:
CREEKVIEW GP, LLC
ATTN: GRAYDON E. MIARS
7807 BAYMEADOWS ROAD EAST
SUITE 205
JACKSONVILLE, FLORIDA 32256

CIVIL ENGINEER:
ENGLAND-THIMS & MILLER, INC.
ATTN: CLINT BLALOCK
14775 OLD ST. AUGUSTINE ROAD
SUITE 102
JACKSONVILLE, FLORIDA 32258

SURVEYOR:
CLARY & ASSOCIATES, INC.
ATTN: JEFF STEINLE
3630 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257

WATER AND SEWER PROVIDER:
CLAY COUNTY UTILITY AUTHORITY

ELECTRIC PROVIDER:
CLAY ELECTRIC COOPERATIVE, INC.

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3630 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

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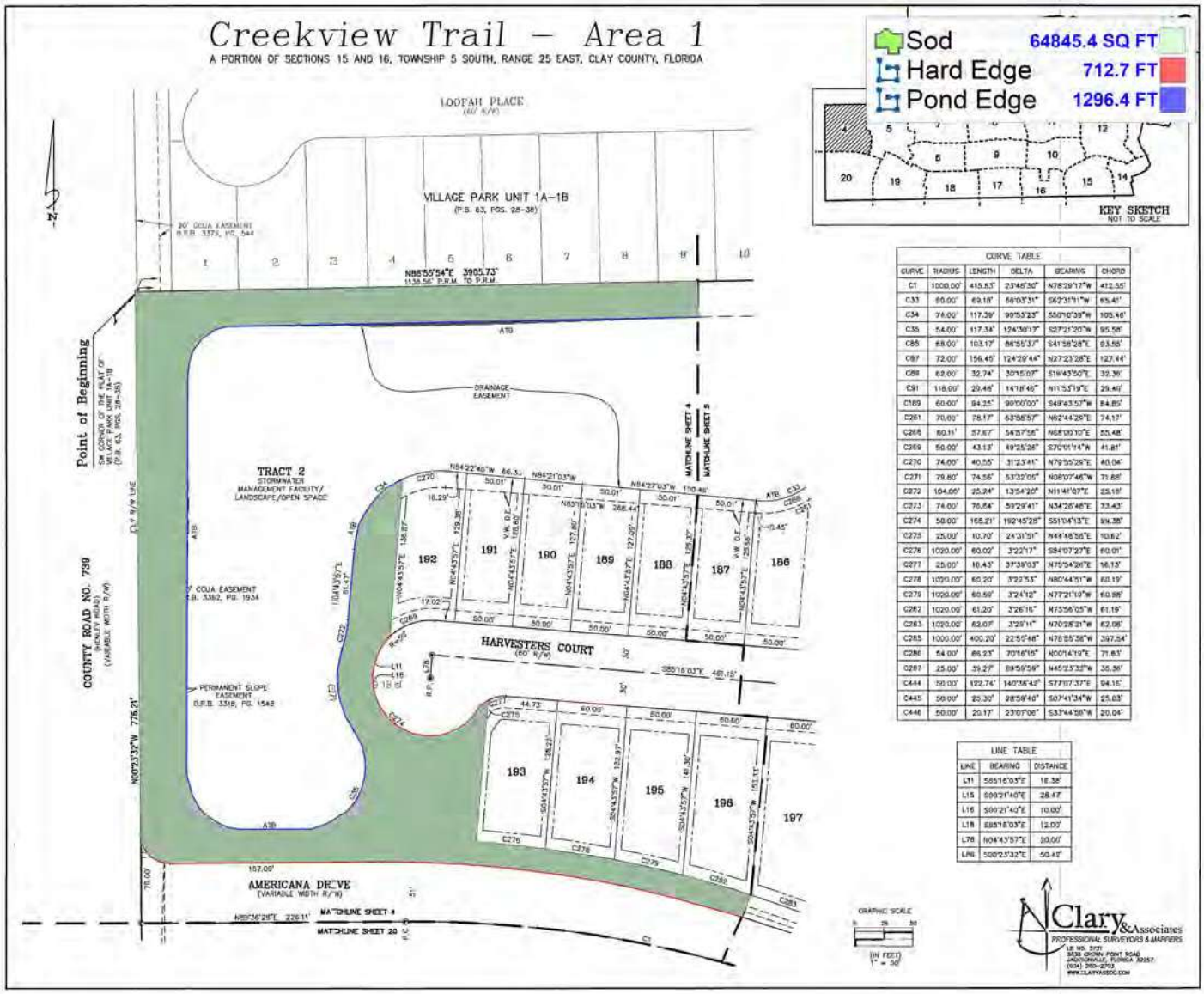
BK: 72 PG: 39

Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1000.00'	415.53'	23°48'30"	N78°29'17"W	412.55'
C33	65.00'	69.18'	60°57'31"	S62°31'11"W	65.41'
C34	75.00'	117.39'	89°43'23"	S50°10'39"W	105.46'
C35	54.00'	117.34'	124°30'13"	S27°21'20"W	95.58'
C85	58.00'	103.17'	86°55'37"	S41°58'28"E	93.55'
C87	72.00'	156.45'	124°29'44"	N27°23'28"E	127.44'
C88	62.00'	32.74'	30°15'07"	S19°43'50"E	32.36'
C91	118.00'	29.46'	14°18'46"	N11°53'19"E	29.40'
C189	60.00'	94.25'	90°00'00"	S48°43'57"W	84.85'
C261	70.00'	78.17'	63°58'57"	N62°44'28"E	74.17'
C268	60.11'	57.67'	54°57'56"	N68°00'10"E	55.48'
C269	50.00'	43.13'	49°25'28"	S70°01'14"W	41.81'
C270	74.00'	40.55'	31°23'41"	N79°55'26"E	40.04'
C271	79.80'	74.56'	53°32'05"	N08°07'46"W	71.88'
C272	104.00'	25.24'	13°54'20"	N11°41'07"E	25.18'
C273	74.00'	76.64'	59°20'41"	N34°26'46"E	73.43'
C274	50.00'	165.21'	192°45'28"	S51°04'13"E	99.38'
C275	25.00'	10.70'	24°31'01"	N48°48'56"E	10.62'
C276	1020.00'	60.02'	3°22'17"	S84°07'27"E	60.01'
C277	25.00'	16.43'	37°39'03"	N75°54'26"E	16.13'
C278	1020.00'	60.20'	3°22'53"	N80°44'51"W	60.19'
C279	1020.00'	60.59'	3°24'12"	N77°21'19"W	60.58'
C282	1020.00'	61.20'	3°26'16"	N73°56'05"W	61.19'
C283	1020.00'	62.01'	3°29'11"	N70°25'21"W	62.00'
C285	1000.00'	400.20'	22°55'48"	N78°55'38"W	397.54'
C286	54.00'	86.23'	70°16'15"	N00°14'19"E	77.83'
C287	25.00'	39.27'	89°59'59"	N45°23'53"W	35.36'
C444	50.00'	122.74'	140°36'42"	S77°07'37"E	94.16'
C445	50.00'	25.30'	28°59'40"	S07°41'34"W	25.03'
C446	50.00'	20.17'	23°07'06"	S33°44'58"W	20.04'

LINE TABLE		
LINE	BEARING	DISTANCE
L11	S85°16'03"E	16.38'
L15	S00°21'40"E	28.47'
L16	S00°21'40"E	10.00'
L18	S85°16'03"E	12.00'
L78	N04°43'57"E	30.00'
L86	S00°23'32"E	50.45'

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Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod	8526.7 SQ FT
Sod	3325.3 SQ FT
Hard Edge	145.3 FT
Pond Edge	137.7 FT

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1000.00'	415.53'	23°48'30"	N78°29'17"W	412.56'
C2	1000.00'	196.47'	11°15'25"	N60°57'20"W	196.15'
C14	500.00'	193.53'	22°10'38"	N12°19'39"E	192.33'
C15	150.00'	237.33'	90°39'10"	S46°31'19"W	213.34'
C22	200.00'	259.37'	73°26'36"	S71°23'42"W	239.12'
C28	1000.00'	812.00'	33°03'54"	N72°51'35"W	802.50'
C32	60.00'	125.49'	119°49'53"	S30°25'31"E	103.83'
C33	60.00'	69.18'	66°03'31"	S62°31'11"W	65.41'
C36	500.00'	193.53'	22°10'38"	N12°19'39"E	192.33'
C37	300.00'	0.39'	0°02'40"	N01°13'00"E	0.39'
C258	180.00'	1.81'	0°35'34"	N88°27'27"W	1.81'
C259	180.00'	45.12'	14°21'41"	S84°03'25"W	45.00'
C260	180.00'	45.12'	14°21'41"	S69°41'44"W	45.00'
C261	70.00'	78.17'	63°58'27"	N62°44'29"E	74.12'
C262	180.00'	45.12'	14°21'41"	S55°20'02"W	45.00'
C263	60.00'	89.09'	85°06'28"	N03°29'49"W	80.33'
C264	180.00'	58.63'	18°38'46"	S38°49'19"W	58.37'
C265	180.00'	88.89'	28°17'46"	S15°20'33"W	87.99'
C266	25.00'	40.81'	93°32'18"	S47°57'49"W	36.43'
C267	60.11'	10.78'	10°16'36"	N35°22'54"E	10.77'
C268	60.11'	57.61'	54°53'56"	N68°00'10"E	55.46'
C278	1020.00'	60.59'	3°24'12"	N77°21'19"W	60.58'
C282	1020.00'	61.20'	3°26'16"	N73°56'05"W	61.19'
C283	1020.00'	62.07'	3°29'11"	N70°28'23"W	62.06'
C284	25.00'	33.94'	77°46'39"	S72°36'34"W	31.39'
C285	1000.00'	400.20'	22°55'48"	N78°55'38"W	397.54'
C288	1020.00'	47.00'	2°38'25"	N87°24'34"W	46.99'
C289	25.00'	40.65'	93°09'59"	S38°47'15"E	36.32'
C290	470.00'	127.34'	15°31'25"	S15°39'15"W	126.95'
C291	25.00'	4.95'	11°20'39"	S28°00'17"W	4.94'
C292	1000.00'	104.35'	5°58'44"	N58°18'59"W	104.30'
C293	25.00'	36.97'	84°43'19"	N18°56'42"W	33.69'
C294	530.00'	10.59'	1°08'43"	N22°50'37"E	10.59'
C295	530.00'	57.85'	6°15'13"	N19°08'39"E	57.82'
C296	660.00'	1.56'	0°08'14"	S10°55'32"W	36.63'
C297	40.00'	50.06'	71°42'33"	S24°54'38"E	59.09'
C298	530.00'	48.20'	5°12'36"	N13°24'44"E	48.18'
C299	660.00'	60.03'	5°12'36"	S08°12'06"W	60.00'
C300	530.00'	48.20'	5°12'36"	N08°12'06"E	48.18'
C301	660.00'	51.17'	4°26'33"	S03°22'31"W	51.16'
C302	530.00'	40.72'	4°24'07"	N03°23'43"E	40.71'
C303	50.00'	7.52'	8°23'14"	S05°20'51"W	7.31'
C304	50.00'	43.58'	49°56'30"	S34°30'44"W	42.22'
C305	120.00'	59.28'	28°17'46"	N15°20'33"E	58.66'
C306	50.00'	7.96'	9°07'13"	S64°02'35"W	7.95'
C307	120.00'	130.60'	62°21'24"	N60°46'08"E	124.05'
C309	50.00'	20.28'	23°14'39"	S80°13'31"W	20.15'
C370	360.00'	86.61'	13°47'03"	N78°34'72"E	86.40'
C371	230.00'	55.33'	13°47'03"	S78°34'72"W	55.20'
C372	360.00'	86.61'	13°47'03"	N64°47'19"E	86.40'

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C376	230.00'	55.33'	13°47'03"	S51°00'16"W	55.20'
C377	330.00'	37.89'	9°26'23"	S39°23'33"W	37.85'

LINE TABLE

LINE	BEARING	DISTANCE
L7	S29°29'26"W	48.33'

VILLAGE PARK UNIT 1A-1B (P.B. 53, PGS. 28-36)

TRACT 2 STORMWATER MANAGEMENT FACILITY/ LANDSCAPE/OPEN SPACE

TRACT 4 STORMWATER MANAGEMENT FACILITY

HARVESTERS COURT (60' R/W)

AMERICAN ELM DRIVE (VARIABLE WIDTH R/W)

21DECO LOOP (60' R/W)

WILLOWLEAF LANE (60' R/W)

DRAINAGE EASEMENT

10' CEC & CDJA EASEMENT

MATCHLINE SHEET 4

MATCHLINE SHEET 5

MATCHLINE SHEET 6

MATCHLINE SHEET 7

MATCHLINE SHEET 8

MATCHLINE SHEET 19

MATCHLINE SHEET 20

KEY SKETCH NOT TO SCALE

GRAPHIC SCALE (IN FEET) 1" = 50'

Clary & Associates PROFESSIONAL SURVEYORS & MAPPERS

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BK: 72 PG: 51

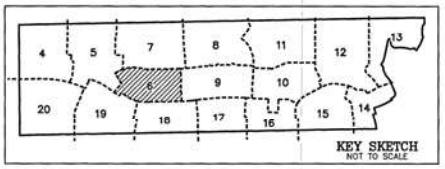
Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 72 PAGE 51

SHEET 6 OF 20 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



KEY SKETCH
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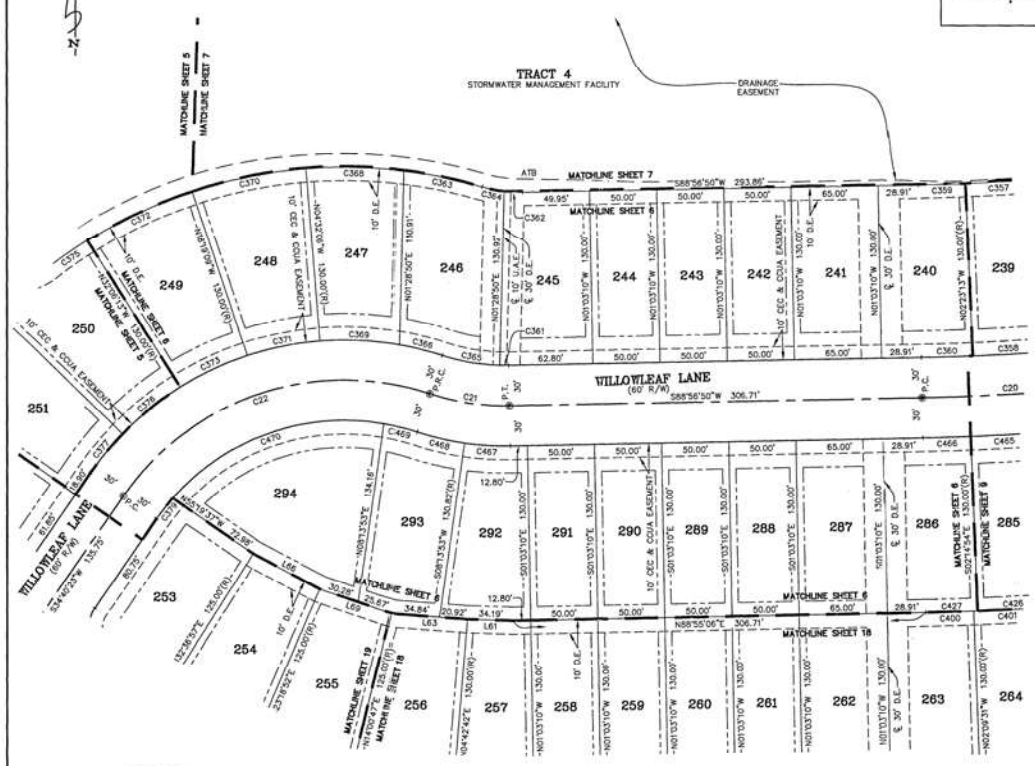

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C20	1680.00'	205.89'	7°01'18"	N85°26'11"E	205.76'
C21	180.00'	60.22'	19°10'12"	S81°28'05"E	59.94'
C22	200.00'	256.37'	73°26'39"	S71°23'42"W	239.17'
C357	1520.00'	49.03'	1°50'54"	N86°41'20"E	49.03'
C358	1650.00'	53.23'	1°50'54"	S86°41'20"W	53.23'
C359	1520.00'	35.39'	1°20'03"	N88°16'48"E	50.48'
C360	1650.00'	38.42'	1°20'03"	S88°16'48"W	38.42'
C361	150.00'	6.63'	2°32'01"	N89°47'10"W	6.63'
C362	100.00'	13.73'	7°52'09"	S87°07'06"E	38.53'
C363	200.00'	29.62'	8°29'22"	S76°23'19"E	69.09'
C364	100.00'	16.65'	9°32'24"	S78°24'49"E	39.66'
C365	150.00'	43.55'	16°38'11"	N80°12'04"W	43.40'
C366	230.00'	32.87'	8°11'15"	N75°58'37"W	32.84'
C368	360.00'	71.64'	11°24'07"	S88°50'03"E	71.52'
C369	230.00'	58.06'	14°27'52"	N87°18'10"W	57.91'
C370	360.00'	86.61'	13°47'03"	N78°34'22"E	86.40'
C371	230.00'	55.33'	13°47'03"	S78°34'22"W	55.20'
C372	360.00'	86.61'	13°47'03"	N64°47'19"E	86.40'
C373	230.00'	55.33'	13°47'03"	S64°47'19"W	55.20'
C375	360.00'	36.04'	5°44'07"	N55°01'44"E	50.93'
C376	230.00'	55.33'	13°47'03"	S51°00'16"W	55.20'
C377	230.00'	37.89'	9°26'22"	S39°23'33"W	37.85'
C379	170.00'	19.51'	6°34'33"	N37°57'39"E	19.50'
C400	1840.00'	35.51'	1°06'21"	N88°23'39"E	35.51'
C401	1840.00'	49.20'	1°31'55"	N87°04'31"E	49.20'
C426	1840.00'	53.18'	1°39'22"	S86°55'26"W	53.18'
C427	1840.00'	38.39'	1°11'43"	S88°20'58"W	38.39'
C465	1710.00'	49.42'	1°39'22"	N86°55'26"E	49.42'
C466	1710.00'	35.68'	1°11'43"	N88°20'58"E	35.67'
C467	210.00'	34.03'	9°17'04"	S86°24'39"E	33.99'
C468	210.00'	36.23'	9°53'08"	S76°49'33"E	36.19'
C469	170.00'	24.09'	8°07'11"	S75°56'34"E	24.07'
C470	170.00'	174.31'	58°44'54"	N70°37'23"E	166.77'

LINE TABLE		
LINE	BEARING	DISTANCE
L61	S88°10'14"E	34.19'
L63	S85°45'54"E	55.76'
L66	N62°02'05"W	55.95'
L69	S71°20'11"E	55.95'

Clary & Associates
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3630 CROWN POINT ROAD
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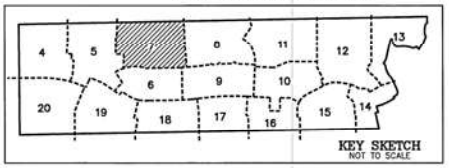
Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 72 PAGE 52

SHEET 7 OF 20 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



KEY SKETCH
NOT TO SCALE

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C16	2200.00'	197.97'	5°09'21"	N89°16'09"E	197.90'
C254	2170.00'	18.44'	0°29'13"	S86°56'06"W	18.44'
C255	2170.00'	62.90'	1°39'39"	S88°00'32"W	62.90'
C256	2170.00'	62.90'	1°39'39"	S89°40'11"W	62.90'
C257	2170.00'	51.02'	1°20'50"	N88°49'35"W	51.02'
C308	2230.00'	74.34'	1°54'36"	N89°42'06"E	74.33'
C310	2360.00'	49.04'	1°11'26"	N88°44'53"W	49.04'
C311	2230.00'	59.47'	1°31'41"	N87°56'58"E	59.47'
C312	2360.00'	78.67'	1°54'36"	S89°42'06"W	78.67'
C313	2230.00'	20.53'	0°31'39"	N86°57'18"E	20.53'
C314	2360.00'	62.94'	1°31'41"	S87°56'58"W	62.93'
C315	2360.00'	21.72'	0°31'39"	S86°57'18"W	21.72'
C317	2230.00'	46.34'	1°11'26"	S88°44'53"E	46.33'
C355	1520.00'	49.03'	1°50'54"	N84°50'26"E	49.03'
C357	1520.00'	49.03'	1°50'54"	N86°41'20"E	49.03'
C359	1520.00'	35.39'	1°20'03"	N88°16'48"E	50.48'
C362	100.00'	13.73'	7°52'09"	S87°07'06"E	38.53'
C363	360.00'	59.62'	9°29'22"	S78°23'19"E	69.59'
C364	100.00'	16.65'	9°32'24"	S78°24'49"E	39.66'
C368	360.00'	71.64'	11°24'07"	S88°50'03"E	71.52'
C370	360.00'	86.61'	13°47'03"	N78°34'22"E	86.40'
C372	360.00'	86.61'	13°47'03"	N64°47'19"E	86.40'
C375	360.00'	36.04'	5°44'07"	N55°01'44"E	50.93'

GRAPHIC SCALE
0 25 50
(IN FEET)
1" = 50'

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PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3630 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
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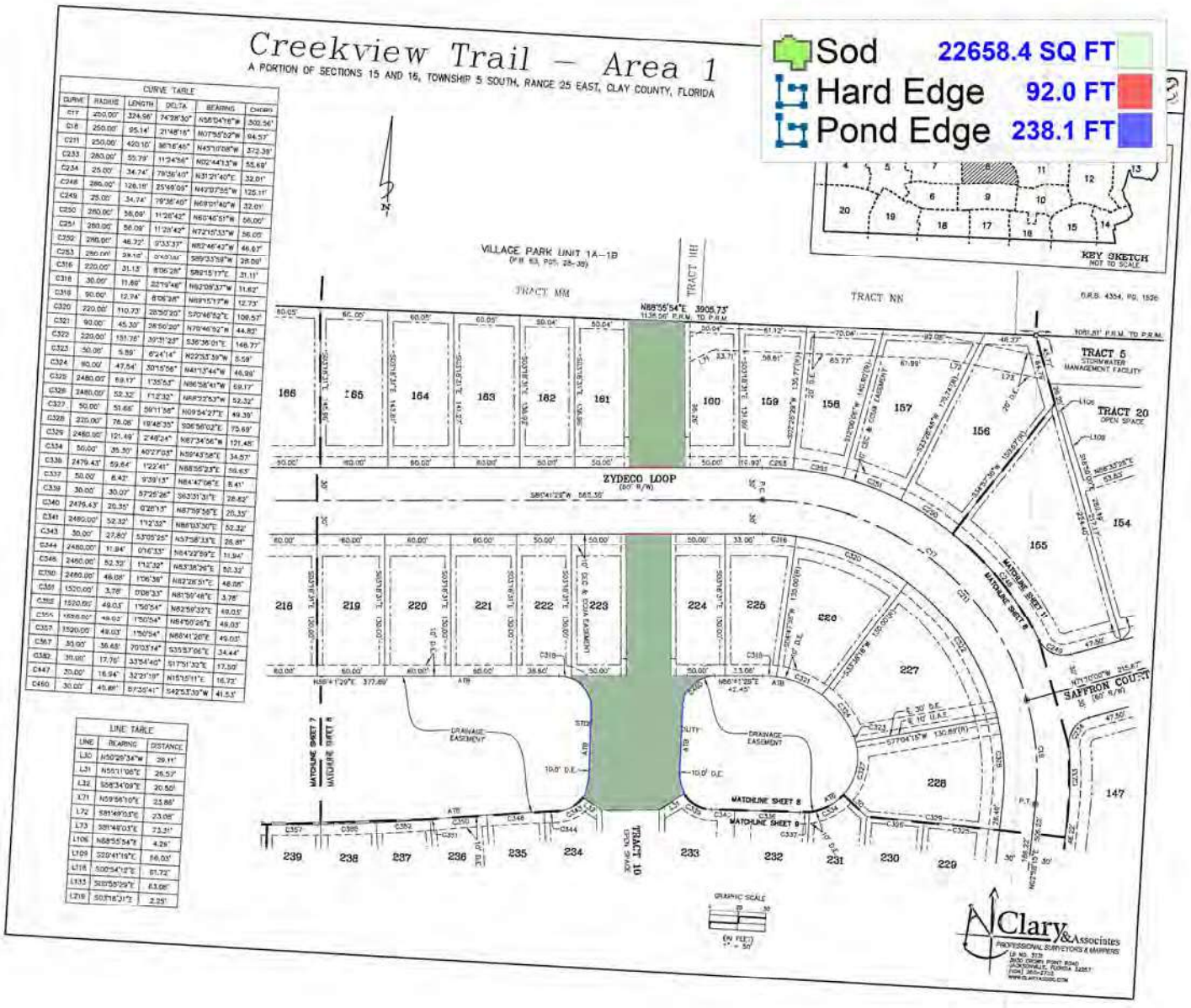

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C17	250.00'	324.96'	74°28'30"	N56°04'18"W	302.56'
C18	250.00'	95.14'	21°48'15"	N07°56'52"W	94.57'
C211	250.00'	420.10'	96°16'45"	N45°10'08"W	372.38'
C233	280.00'	55.79'	11°24'56"	N02°44'13"W	55.69'
C234	25.00'	34.74'	79°36'40"	N31°21'40"E	32.01'
C248	280.00'	126.19'	25°49'09"	N42°07'55"W	125.11'
C249	25.00'	34.74'	79°36'40"	N69°01'40"W	32.01'
C250	280.00'	56.09'	11°28'42"	N60°46'51"W	56.00'
C251	280.00'	56.09'	11°28'42"	N72°15'33"W	56.00'
C252	280.00'	46.72'	9°33'37"	N82°46'42"W	46.67'
C253	280.00'	39.10'	8°00'04"	S89°33'58"W	39.09'
C316	220.00'	31.13'	8°06'28"	S89°15'17"E	31.11'
C318	30.00'	11.69'	22°19'46"	N82°05'37"W	11.62'
C319	90.00'	12.74'	8°06'28"	N89°15'17"W	12.73'
C320	220.00'	110.73'	28°50'20"	S70°46'52"E	109.57'
C321	90.00'	45.30'	28°50'20"	N70°46'52"W	44.82'
C322	220.00'	151.76'	39°31'23"	S36°36'01"E	148.77'
C323	50.00'	5.89'	6°44'14"	N22°53'39"W	5.89'
C324	90.00'	47.54'	30°15'56"	N41°13'44"W	46.99'
C325	2480.00'	69.17'	1°35'53"	N86°58'41"W	69.17'
C326	2480.00'	52.32'	1°12'32"	N88°22'53"W	52.32'
C327	50.00'	51.66'	59°11'56"	N09°54'27"E	49.39'
C328	220.00'	76.06'	19°48'35"	S06°56'02"E	75.69'
C329	2480.00'	121.49'	2°48'24"	N87°34'06"W	121.48'
C334	50.00'	35.30'	40°27'03"	N39°43'58"E	34.57'
C336	2479.43'	59.64'	1°22'41"	N88°55'23"E	59.63'
C337	50.00'	8.42'	9°39'15"	N84°47'06"E	8.41'
C339	30.00'	30.07'	57°25'26"	S63°31'31"E	28.82'
C340	2476.43'	20.35'	0°28'15"	N87°59'58"E	20.35'
C341	2480.00'	52.32'	1°12'32"	N88°03'30"E	52.32'
C343	30.00'	27.80'	53°05'25"	N37°58'33"E	26.81'
C344	2480.00'	11.94'	0°16'33"	N84°22'59"E	11.94'
C345	2480.00'	52.32'	1°12'32"	N83°36'29"E	52.32'
C350	2480.00'	48.08'	1°06'38"	N82°26'51"E	48.08'
C351	1520.00'	3.78'	0°08'33"	N81°30'48"E	3.78'
C352	1520.00'	49.03'	1°50'54"	N82°59'32"E	49.03'
C356	1520.00'	49.03'	1°50'54"	N84°50'26"E	49.03'
C357	1520.00'	49.03'	1°50'54"	N86°41'20"E	49.03'
C367	30.00'	36.68'	70°03'14"	S35°57'06"E	34.44'
C380	30.00'	17.76'	33°54'40"	S17°51'32"E	17.50'
C447	30.00'	16.94'	32°21'19"	N15°51'11"E	16.72'
C460	30.00'	45.89'	87°35'41"	S42°53'39"W	41.53'

LINE TABLE		
LINE	BEARING	DISTANCE
L30	N50°29'34"W	29.11'
L31	N55°11'06"E	26.53'
L32	S58°34'09"E	20.50'
L71	N59°56'10"E	23.86'
L72	S81°49'03"E	23.08'
L73	S81°49'03"E	73.31'
L106	N88°55'54"E	4.26'
L109	S20°41'19"E	56.03'
L116	S00°54'12"E	61.72'
L133	S00°55'29"E	63.06'
L218	S03°16'31"E	2.25'

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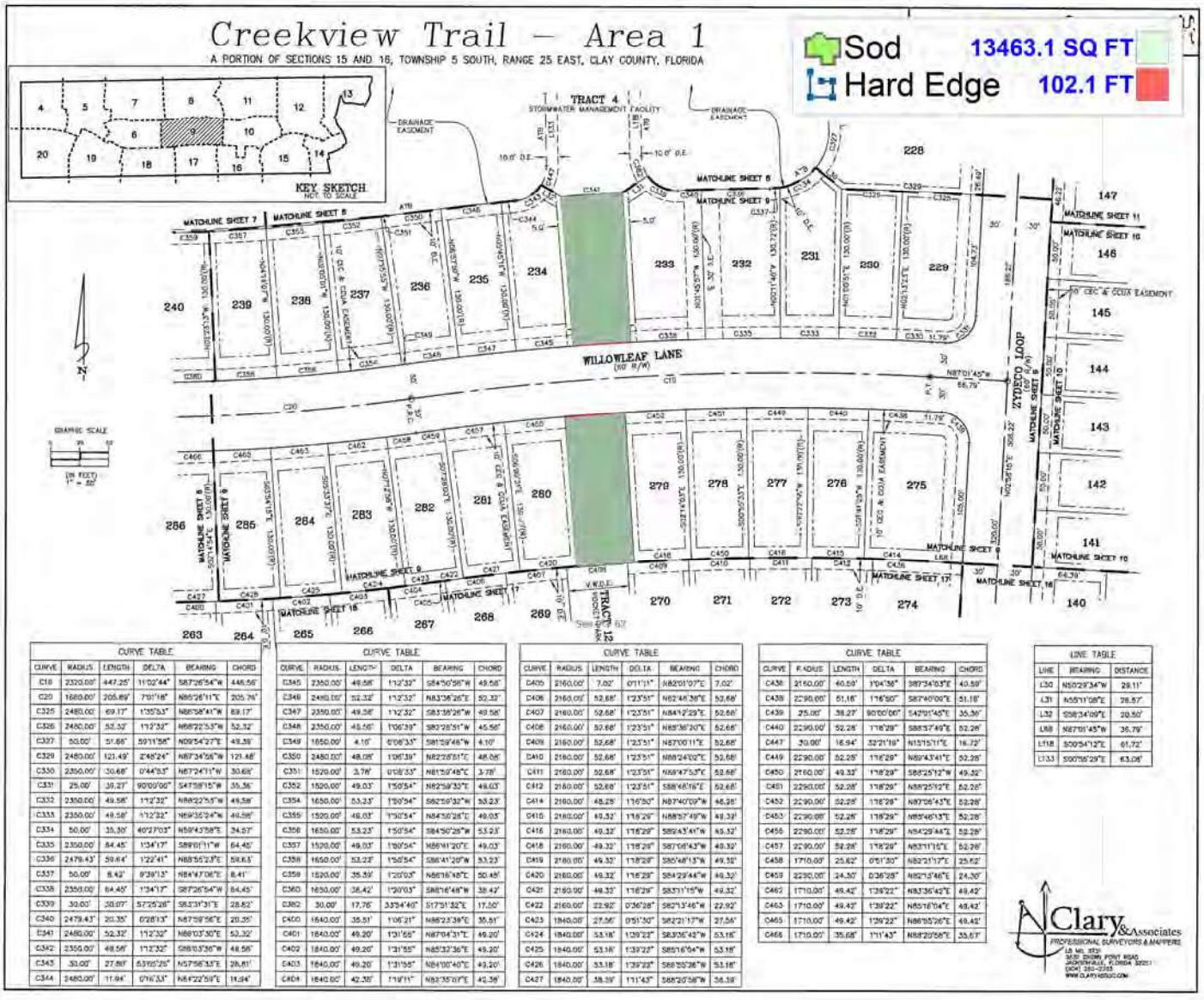
Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod 13463.1 SQ FT

Hard Edge 102.1 FT



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C19	2320.00'	447.25'	11°02'44"	S87°26'54"W	446.56'
C20	1660.00'	205.89'	7°01'18"	N85°26'11"E	205.76'
C325	2480.00'	69.17'	1°35'53"	N86°58'41"W	69.17'
C326	2480.00'	53.32'	1°12'32"	N88°22'53"W	53.32'
C327	50.00'	51.66'	59°11'58"	N09°54'27"E	49.39'
C329	2480.00'	121.49'	2°48'24"	N87°34'56"W	121.48'
C330	2350.00'	30.68'	0°44'53"	N87°24'11"W	30.68'
C331	25.00'	39.27'	90°00'00"	S47°58'15"W	35.36'
C332	2350.00'	49.58'	1°12'32"	N88°22'53"W	49.58'
C333	2350.00'	49.58'	1°12'32"	N89°35'24"W	49.58'
C334	50.00'	35.30'	40°27'03"	N59°43'58"E	34.57'
C335	2350.00'	64.45'	1°34'17"	S89°01'11"W	64.45'
C336	2479.43'	59.64'	1°22'41"	N88°56'23"E	59.63'
C337	50.00'	8.42'	9°39'13"	N84°47'06"E	8.41'
C338	2350.00'	64.45'	1°34'17"	S87°26'54"W	64.45'
C339	30.00'	30.07'	57°25'26"	S63°34'31"E	28.82'
C340	2479.43'	20.35'	0°28'13"	N87°59'56"E	20.35'
C341	2480.00'	52.32'	1°12'32"	N88°03'50"E	52.32'
C342	2350.00'	48.56'	1°12'32"	S88°03'36"W	48.56'
C343	30.00'	27.80'	53°05'25"	N57°56'33"E	26.81'
C344	2480.00'	11.94'	0°16'33"	N84°22'59"E	11.94'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C345	2350.00'	49.58'	1°12'32"	S84°50'56"W	49.58'
C346	2480.00'	52.32'	1°12'32"	N83°36'26"E	52.32'
C347	2350.00'	49.58'	1°12'32"	S83°36'26"W	49.58'
C348	2350.00'	45.56'	1°06'39"	S82°28'51"W	45.56'
C349	1650.00'	4.10'	0°08'33"	S81°59'48"W	4.10'
C350	2480.00'	48.08'	1°06'39"	N82°28'51"E	48.08'
C351	1520.00'	3.78'	0°08'33"	N81°59'48"E	3.78'
C352	1520.00'	49.03'	1°50'54"	N82°59'33"E	49.03'
C354	1650.00'	53.23'	1°50'54"	S82°59'32"W	53.23'
C355	1520.00'	49.03'	1°50'54"	N84°50'26"E	49.03'
C356	1650.00'	53.23'	1°50'54"	S84°50'26"W	53.23'
C357	1520.00'	49.03'	1°50'54"	N86°41'20"E	49.03'
C358	1650.00'	53.23'	1°50'54"	S86°41'20"W	53.23'
C359	1520.00'	35.59'	1°20'03"	N86°16'48"E	50.48'
C360	1650.00'	36.42'	1°20'03"	S86°16'48"W	36.42'
C362	30.00'	17.76'	33°54'40"	S17°51'32"E	17.50'
C400	1640.00'	35.51'	1°06'21"	N85°23'39"E	35.51'
C401	1640.00'	49.20'	1°31'55"	N87°04'31"E	49.20'
C402	1640.00'	49.20'	1°31'55"	N85°32'36"E	49.20'
C403	1640.00'	49.20'	1°31'55"	N84°00'40"E	49.20'
C404	1640.00'	42.38'	1°28'11"	N82°35'07"E	42.38'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C405	2160.00'	7.02'	0°11'11"	N82°01'07"E	7.02'
C406	2160.00'	52.68'	1°23'51"	N82°48'38"E	52.68'
C407	2160.00'	52.68'	1°23'51"	N84°12'29"E	52.68'
C408	2160.00'	52.68'	1°23'51"	N85°36'20"E	52.68'
C409	2160.00'	52.68'	1°23'51"	N87°00'11"E	52.68'
C410	2160.00'	52.68'	1°23'51"	N88°24'02"E	52.68'
C411	2160.00'	52.68'	1°23'51"	N89°47'53"E	52.68'
C412	2160.00'	52.68'	1°23'51"	S88°48'16"E	52.68'
C414	2160.00'	48.28'	1°16'50"	N87°40'09"E	48.28'
C415	2160.00'	49.32'	1°18'29"	N86°57'49"E	49.32'
C416	2160.00'	49.32'	1°18'29"	S88°43'41"E	49.32'
C418	2160.00'	49.32'	1°18'29"	S87°06'43"E	49.32'
C419	2160.00'	49.32'	1°18'29"	S85°48'13"E	49.32'
C420	2160.00'	49.32'	1°18'29"	S84°29'44"E	49.32'
C421	2160.00'	49.32'	1°18'29"	S83°11'15"E	49.32'
C422	2160.00'	22.92'	0°36'28"	S82°13'46"E	22.92'
C423	1840.00'	27.56'	0°51'30"	S82°21'17"W	27.56'
C424	1840.00'	53.18'	1°39'22"	S83°35'42"W	53.18'
C425	1840.00'	53.18'	1°39'22"	S85°16'04"W	53.18'
C426	1840.00'	53.18'	1°39'22"	S86°55'26"W	53.18'
C427	1840.00'	38.39'	1°11'43"	S88°20'58"W	38.38'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C436	2160.00'	40.59'	1°04'36"	S89°34'03"E	40.59'
C438	2290.00'	51.18'	1°16'50"	S87°40'09"E	51.18'
C439	25.00'	39.27'	90°00'00"	S42°01'45"E	35.36'
C440	2290.00'	52.28'	1°18'29"	S88°57'49"E	52.28'
C447	30.00'	16.94'	32°21'19"	N15°15'11"E	16.72'
C449	2290.00'	52.28'	1°18'29"	N89°43'41"E	52.28'
C450	2160.00'	49.32'	1°18'29"	S88°25'12"W	49.32'
C451	2290.00'	52.28'	1°18'29"	N88°25'12"E	52.28'
C452	2290.00'	52.28'	1°18'29"	N87°06'43"E	52.28'
C453	2290.00'	52.28'	1°18'29"	N85°48'13"E	52.28'
C456	2290.00'	52.28'	1°18'29"	N84°29'44"E	52.28'
C457	2290.00'	52.28'	1°18'29"	N83°11'15"E	52.28'
C458	1710.00'	25.62'	0°51'30"	N82°21'17"E	25.62'
C459	2290.00'	24.30'	0°36'29"	N82°13'46"E	24.30'
C462	1710.00'	49.42'	1°39'22"	N83°35'42"E	49.42'
C463	1710.00'	49.42'	1°39'22"	N85°16'04"E	49.42'
C465	1710.00'	49.42'	1°39'22"	N86°55'26"E	49.42'
C466	1710.00'	35.68'	1°11'43"	N88°20'58"E	35.67'

LINE TABLE

LINE	BEARING	DISTANCE
L30	N50°29'34"W	29.11'
L31	N55°11'08"E	26.57'
L32	S58°34'09"E	20.50'
L68	N87°01'45"W	36.79'
L118	S00°58'12"E	61.72'
L133	S00°58'29"E	63.08'

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3721
3621 SOUTH POINT ROAD
JACKSONVILLE, FLORIDA 32217
(904) 260-2355
WWW.CLARYASSOC.COM

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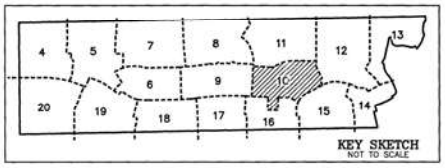
Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 72 PAGE 55

SHEET 10 OF 20 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND

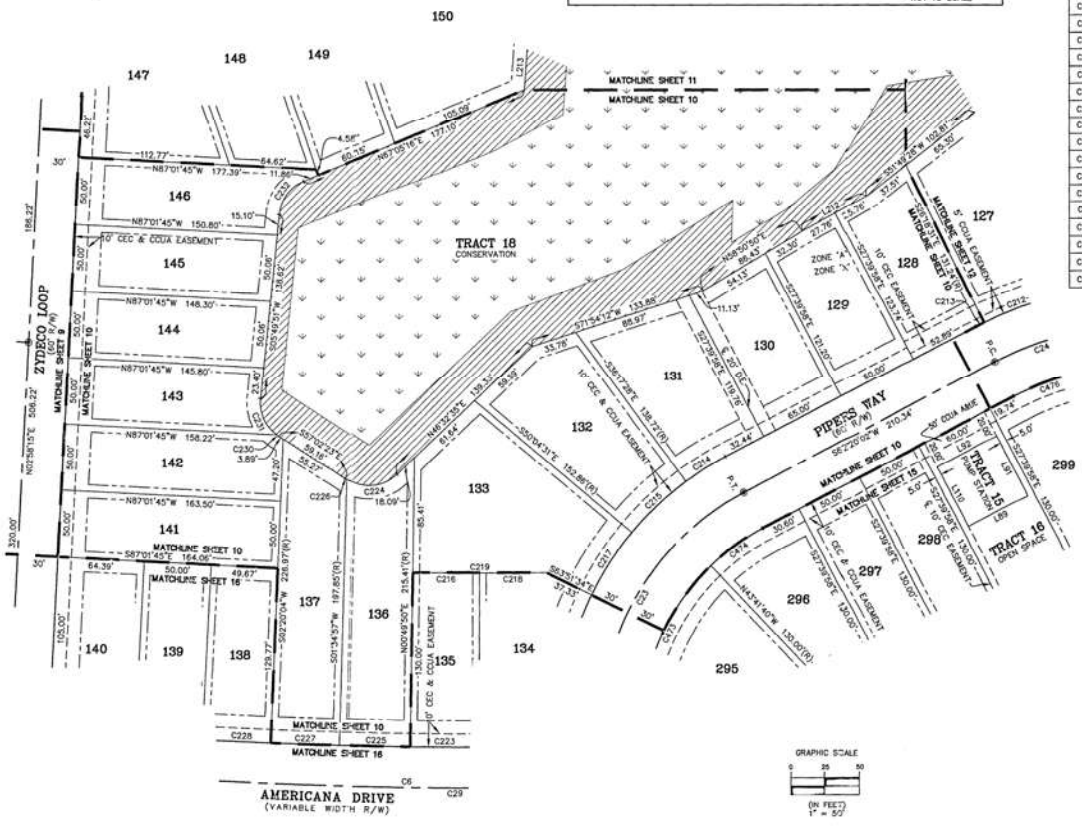


CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C6	3940.00'	289.96'	4°13'00"	S89°08'14"E	289.89'
C23	200.00'	221.93'	63°34'47"	S30°32'39"W	210.72'
C24	250.00'	159.73'	36°36'30"	S80°38'17"W	157.03'
C29	3940.00'	472.32'	6°52'07"	N89°32'12"E	472.04'
C212	280.00'	56.09'	11°28'42"	S69°25'50"W	56.00'
C213	280.00'	6.63'	1°21'27"	S63°00'45"W	6.63'
C214	230.00'	34.62'	8°37'30"	S58°01'17"W	34.59'
C215	230.00'	55.33'	13°47'03"	S46°49'01"W	55.20'
C216	3780.00'	49.61'	0°45'07"	N89°32'43"W	49.61'
C217	230.00'	55.33'	13°47'03"	S33°01'58"W	55.20'
C218	3780.00'	50.00'	0°45'28"	S89°41'59"W	50.00'
C219	3780.00'	99.61'	1°30'35"	S89°55'27"E	99.61'
C223	3910.00'	51.31'	0°45'07"	N89°32'43"W	51.31'
C224	30.00'	38.68'	73°52'56"	N83°29'03"E	36.06'
C225	3910.00'	51.31'	0°45'07"	N88°47'36"W	51.31'
C226	30.00'	1.33'	2°32'06"	S56°18'26"E	1.33'
C227	3910.00'	51.31'	0°45'07"	N88°02'29"W	51.31'
C228	3910.00'	43.44'	0°38'11"	N87°20'50"W	43.44'
C230	30.00'	1.63'	3°06'37"	S55°29'05"E	1.63'
C231	30.00'	31.29'	59°45'37"	S24°02'58"E	29.89'
C232	30.00'	32.07'	61°15'26"	S36°27'34"W	30.57'
C473	170.00'	119.71'	40°20'42"	N26°07'59"E	117.25'
C474	170.00'	47.56'	16°01'42"	N54°19'11"E	47.40'
C476	220.00'	55.81'	14°32'03"	N69°36'04"E	55.66'

LINE TABLE

LINE	BEARING	DISTANCE
L89	S62°20'02"W	50.00'
L91	S62°39'58"E	50.00'
L92	N62°20'02"E	50.00'
L110	N27°39'58"W	50.00'
L212	N61°08'21"E	53.52'
L213	S04°05'38"W	33.42'



Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

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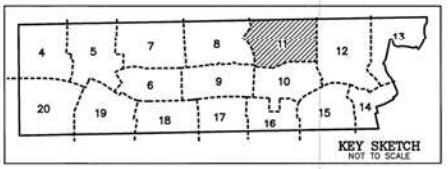
Creekview Trail – Area 1

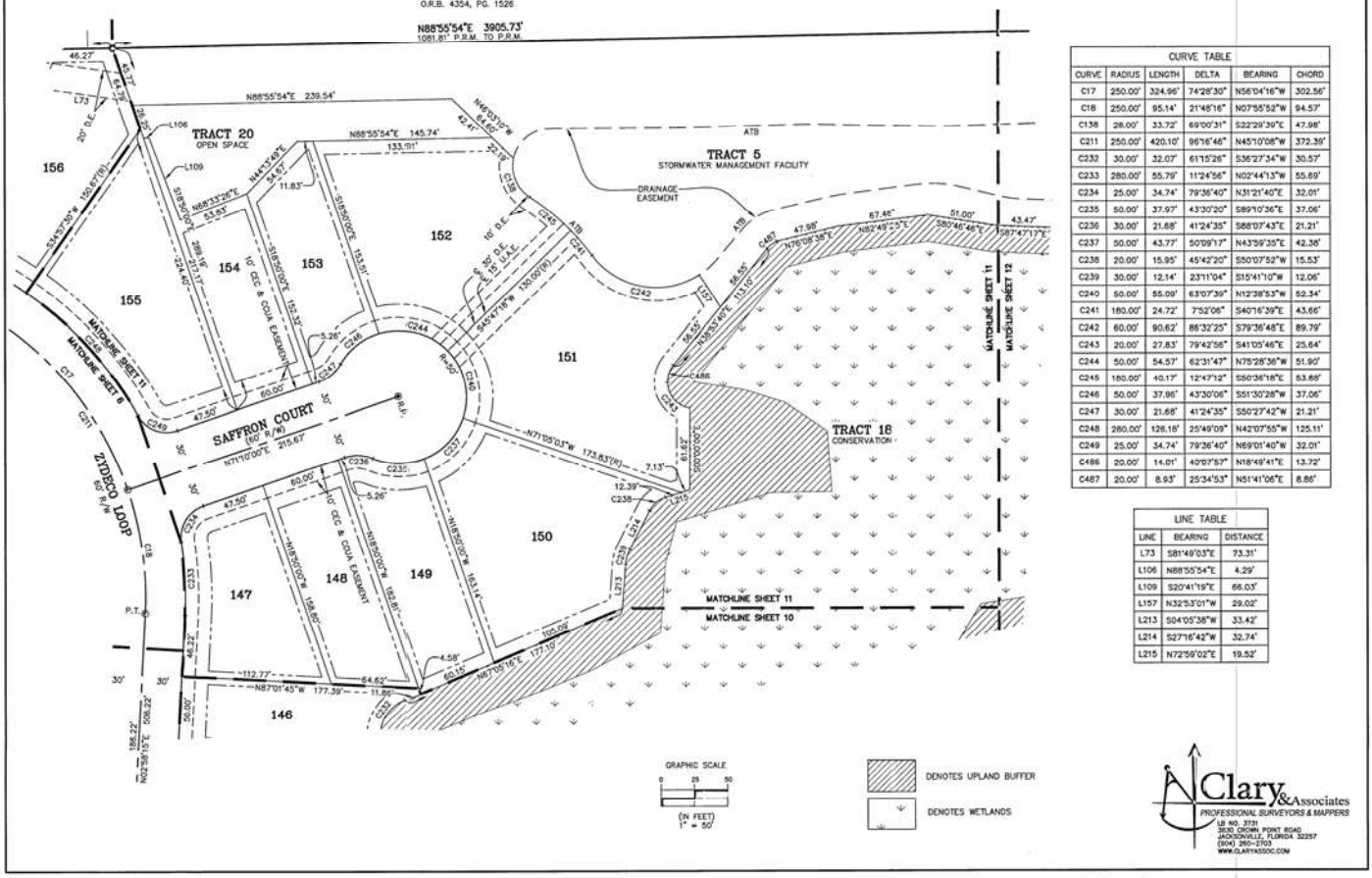
A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 72 PAGE 56

SHEET 11 OF 20 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND





CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C17	250.00'	324.96'	74°28'30"	N56°04'16"W	302.56'
C18	250.00'	95.14'	21°48'16"	N07°55'52"W	94.57'
C138	28.00'	33.72'	69°00'31"	S22°29'39"E	47.98'
C211	250.00'	420.10'	96°16'46"	N45°10'08"W	372.39'
C232	30.00'	32.07'	61°15'26"	S36°27'34"W	30.57'
C233	280.00'	55.79'	11°24'56"	N02°44'13"W	55.69'
C234	25.00'	34.74'	79°36'40"	N31°21'40"E	32.01'
C235	50.00'	37.97'	43°30'20"	S89°10'36"E	37.06'
C236	30.00'	21.68'	41°24'35"	S88°07'43"E	21.21'
C237	50.00'	43.77'	50°09'17"	N43°59'35"E	42.38'
C238	20.00'	15.95'	45°42'20"	S50°07'52"W	15.53'
C239	30.00'	12.14'	23°11'04"	S15°41'10"W	12.06'
C240	50.00'	55.09'	63°07'39"	N12°38'53"W	52.34'
C241	180.00'	24.72'	7°52'06"	S40°16'39"E	43.66'
C242	60.00'	90.62'	86°32'25"	S79°36'48"E	89.79'
C243	20.00'	27.83'	79°42'56"	S41°05'46"E	25.64'
C244	50.00'	54.57'	62°31'47"	N75°28'36"W	51.90'
C245	180.00'	40.17'	12°47'12"	S50°36'18"E	53.88'
C246	50.00'	37.96'	43°30'06"	S51°30'28"W	37.06'
C247	30.00'	21.68'	41°24'35"	S50°23'42"W	21.21'
C248	280.00'	126.18'	25°49'09"	N42°07'55"W	125.11'
C249	25.00'	34.74'	79°36'40"	N69°01'40"W	32.01'
C486	20.00'	14.01'	40°07'57"	N18°49'41"E	13.72'
C487	20.00'	8.93'	25°34'53"	N51°41'06"E	8.86'

LINE TABLE		
LINE	BEARING	DISTANCE
L73	S81°49'03"E	73.31'
L106	N88°55'54"E	4.29'
L109	S20°41'19"E	66.03'
L157	N32°53'01"W	29.02'
L213	S04°05'38"W	33.42'
L214	S27°16'42"W	32.74'
L215	N72°59'02"E	19.52'

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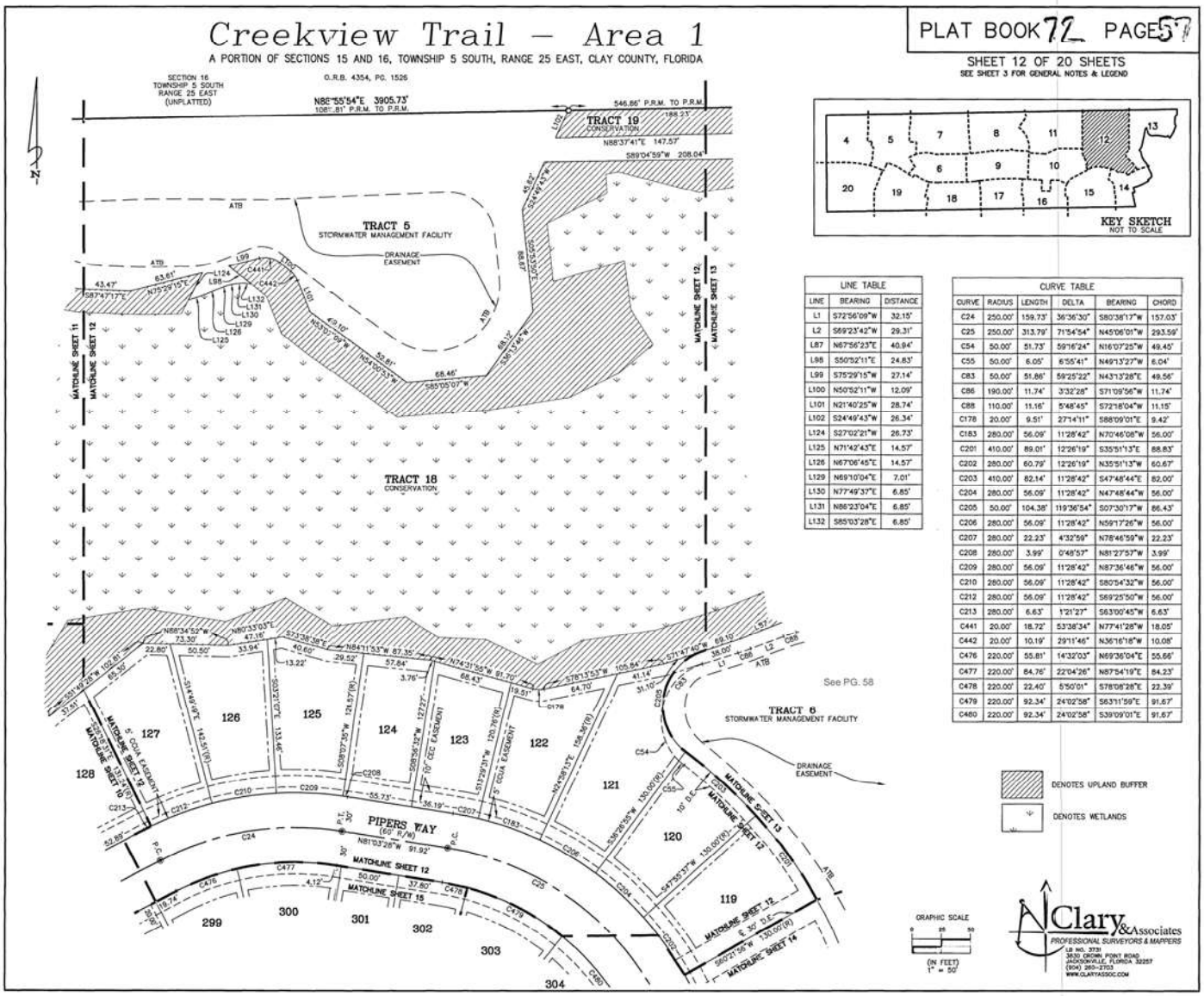
Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 72 PAGE 57

SHEET 12 OF 20 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S72°56'09"W	32.15'
L2	S69°23'42"W	29.31'
L87	N67°56'23"E	40.94'
L98	S50°52'11"E	24.83'
L99	S75°29'15"W	27.14'
L100	N50°52'11"W	12.09'
L101	N21°40'25"W	28.74'
L102	S24°49'43"W	26.34'
L124	S27°02'21"W	26.73'
L125	N71°42'43"E	14.57'
L126	N67°06'45"E	14.57'
L129	N69°10'04"E	7.01'
L130	N77°49'37"E	6.85'
L131	N86°23'04"E	6.85'
L132	S85°03'28"E	6.85'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C24	250.00'	159.73'	36°36'30"	S80°38'17"W	157.03'
C25	250.00'	313.79'	71°54'54"	N45°06'01"W	293.59'
C54	50.00'	51.73'	59°16'24"	N16°07'25"W	49.45'
C55	50.00'	6.05'	6°55'41"	N49°13'27"W	6.04'
C83	50.00'	51.86'	59°25'22"	N43°13'28"E	49.56'
C86	190.00'	11.74'	3°32'28"	S71°09'56"W	11.74'
C88	110.00'	11.16'	5°48'45"	S72°16'04"W	11.15'
C178	20.00'	9.51'	27°14'11"	S88°09'01"E	9.42'
C183	280.00'	56.09'	11°28'42"	N70°46'08"W	56.00'
C201	410.00'	89.01'	12°26'19"	S35°51'13"E	88.83'
C202	280.00'	60.79'	12°26'19"	N35°51'13"W	60.67'
C203	410.00'	82.14'	11°28'42"	S47°48'44"E	82.00'
C204	280.00'	56.09'	11°28'42"	N47°48'44"W	56.00'
C205	50.00'	104.38'	119°36'54"	S07°30'17"W	86.43'
C206	280.00'	56.09'	11°28'42"	N59°17'26"W	56.00'
C207	280.00'	22.23'	4°32'59"	N78°46'59"W	22.23'
C208	280.00'	3.99'	0°48'57"	N81°27'57"W	3.99'
C209	280.00'	56.09'	11°28'42"	N87°36'46"W	56.00'
C210	280.00'	56.09'	11°28'42"	S80°54'32"W	56.00'
C212	280.00'	56.09'	11°28'42"	S69°25'50"W	56.00'
C213	280.00'	6.63'	1°21'27"	S63°00'45"W	6.63'
C441	20.00'	18.72'	53°38'34"	N77°41'28"W	18.05'
C442	20.00'	10.19'	29°11'46"	N36°16'18"W	10.08'
C476	220.00'	55.81'	14°32'03"	N69°36'04"E	55.66'
C477	220.00'	84.76'	22°04'26"	N87°54'19"E	84.23'
C478	220.00'	22.40'	5°50'01"	S78°06'28"E	22.39'
C479	220.00'	92.34'	24°02'58"	S63°11'59"E	91.67'
C480	220.00'	92.34'	24°02'58"	S39°09'01"E	91.67'

DENOTES UPLAND BUFFER

DENOTES WETLANDS

GRAPHIC SCALE
0 25 50
(IN FEET)
1" = 50'

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JACKSONVILLE, FLORIDA 32257
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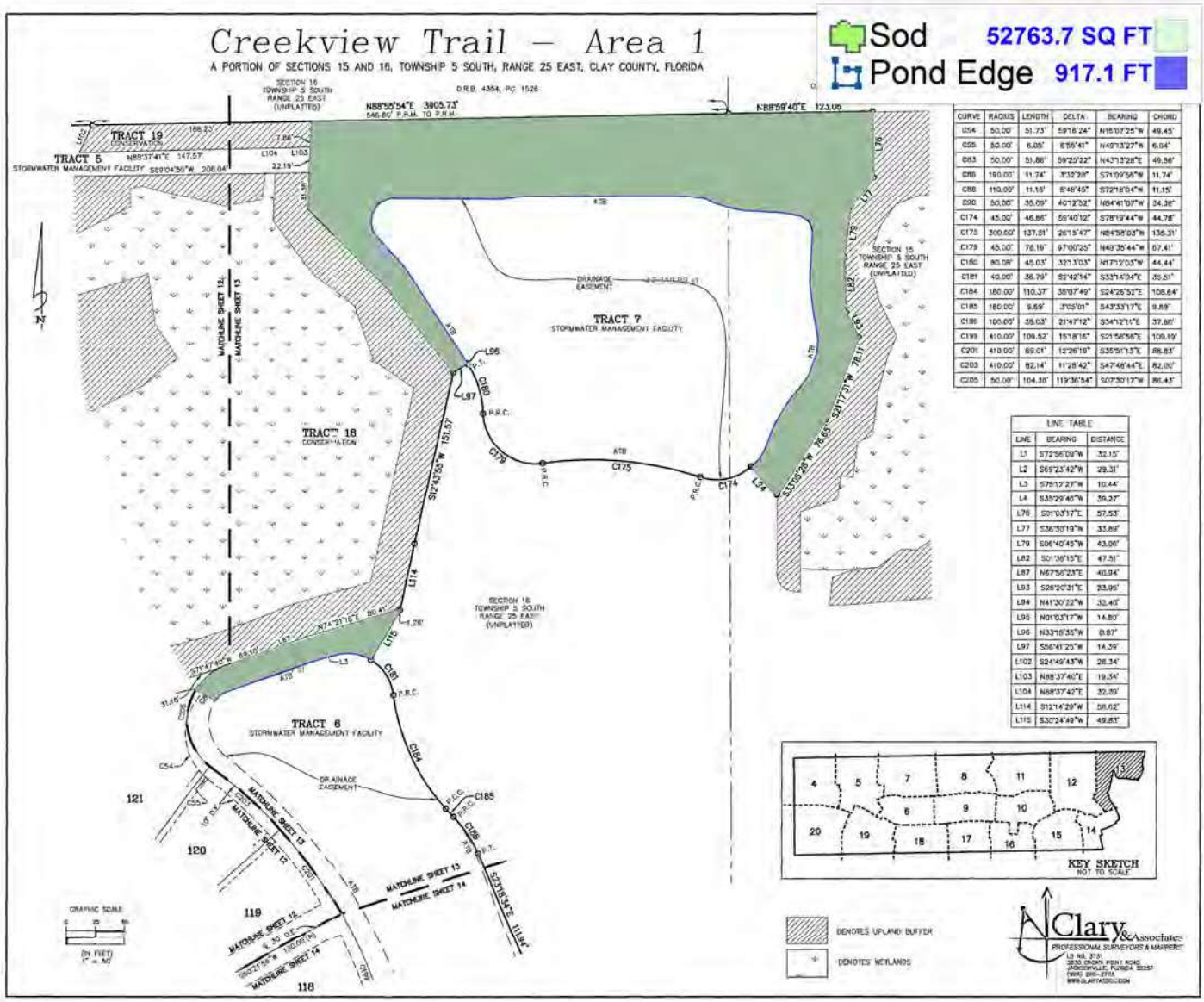
BK: 72 PG: 88



CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C54	50.00'	51.73'	59°16'24"	N15°07'25"W	49.45'
C55	50.00'	6.05'	6°55'41"	N49°13'27"W	6.04'
C83	50.00'	51.86'	59°25'22"	N43°13'28"E	49.56'
C86	190.00'	11.74'	3°32'28"	S71°09'56"W	11.74'
C88	110.00'	11.16'	5°48'45"	S72°16'04"W	11.15'
C90	50.00'	35.09'	40°12'52"	N64°41'07"W	34.36'
C174	45.00'	46.86'	59°40'12"	S78°19'44"W	44.78'
C175	300.60'	137.81'	26°15'47"	N84°58'03"W	136.31'
C179	45.00'	78.19'	97°00'25"	N49°35'44"W	67.41'
C180	80.08'	45.03'	32°13'03"	N17°12'03"W	44.44'
C181	40.00'	36.79'	52°42'14"	S33°14'04"E	35.51'
C184	180.00'	110.37'	35°07'49"	S24°26'52"E	108.64'
C185	180.00'	9.69'	3°05'01"	S43°33'17"E	9.69'
C186	100.00'	35.03'	21°47'12"	S34°12'11"E	37.80'
C199	410.00'	109.52'	15°18'16"	S21°56'56"E	109.19'
C201	410.00'	69.01'	12°26'19"	S35°51'13"E	68.93'
C203	410.00'	82.14'	11°28'42"	S47°46'44"E	82.00'
C205	50.00'	104.38'	119°36'54"	S07°30'17"W	86.43'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S72°56'09"W	32.15'
L2	S69°23'42"W	29.31'
L3	S78°17'27"W	10.44'
L4	S39°29'46"W	39.27'
L76	S01°03'17"E	57.53'
L77	S36°53'19"W	33.89'
L79	S06°40'45"W	43.06'
L82	S01°36'15"E	47.51'
L87	N67°56'23"E	40.94'
L93	S26°20'31"E	33.95'
L94	N41°30'22"W	32.46'
L95	N01°03'17"W	14.80'
L96	N33°16'35"W	0.87'
L97	S56°41'25"W	14.39'
L102	S24°49'43"W	26.34'
L103	N88°37'40"E	19.34'
L104	N88°37'42"E	32.89'
L114	S12°14'29"W	58.62'
L115	S30°24'49"W	49.83'

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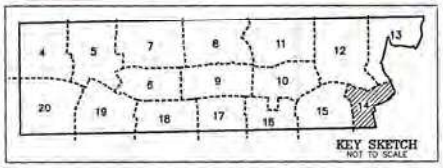
BK: 73 PG: 59

Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod	2219.7 SQ FT
Pond Edge	58.4 FT





CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C9	600.00'	84.72'	8°05'24"	N84°54'05"E	84.65'
C10	600.00'	80.65'	5°47'31"	N77°57'40"E	80.63'
C25	250.00'	313.79'	71°54'54"	N45°06'01"W	293.59'
C30	600.00'	145.37'	13°52'55"	N82°00'22"E	145.02'
C80	830.00'	28.02'	2°02'53"	N87°40'23"E	28.01'
C81	830.00'	48.47'	4°24'30"	N84°11'42"E	48.46'
C82	830.00'	48.47'	4°24'30"	N79°47'11"E	48.46'
C186	100.00'	38.03'	21°47'12"	S34°12'11"E	37.80'
C190	40.00'	57.25'	82°00'06"	S17°41'28"W	52.49'
C191	570.00'	162.88'	16°22'22"	S66°52'43"W	162.33'
C194	410.00'	2.30'	0°19'16"	S14°10'10"E	2.30'
C195	40.00'	74.91'	107°17'56"	N67°39'30"W	64.45'
C196	830.00'	27.68'	2°17'02"	S76°19'25"W	27.68'
C197	25.00'	41.80'	95°47'31"	N57°02'26"W	37.10'
C198	280.00'	25.35'	5°11'14"	N11°44'11"W	25.34'
C199	410.00'	109.52'	15°18'16"	S21°58'58"E	109.19'
C200	280.00'	74.79'	15°18'16"	N21°58'58"W	74.57'
C201	410.00'	89.01'	12°26'19"	S35°31'13"E	88.83'
C202	280.00'	60.79'	12°26'19"	N35°31'13"W	60.67'
C432	90.00'	9.16'	5°50'01"	N78°05'26"W	9.16'
C433	90.00'	37.78'	24°02'58"	N63°31'56"W	37.50'
C434	90.00'	37.78'	24°02'58"	N39°09'01"W	37.50'
C435	90.00'	28.25'	17°58'57"	N18°06'03"W	28.13'
C478	220.00'	22.40'	5°50'01"	S78°05'26"E	22.39'
C479	220.00'	92.34'	24°02'58"	S63°31'56"E	91.67'
C480	220.00'	92.34'	24°02'58"	S39°09'01"E	91.67'
C481	220.00'	69.05'	17°58'57"	S18°06'03"E	68.77'
C482	25.00'	41.80'	95°47'31"	S38°45'11"W	37.10'
C483	570.00'	22.86'	2°17'53"	S67°47'33"W	22.86'

LINE TABLE		
LINE	BEARING	DISTANCE
L5	S58°41'32"W	25.99'
L17	N09°08'34"W	39.84'
L115	S58°41'32"W	25.99'
L117	S31°18'28"E	15.00'
L119	S58°41'32"W	30.40'

GRAPHIC SCALE
0 25 50
(IN FEET)
1" = 50'

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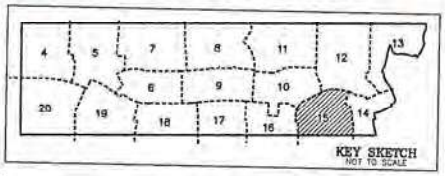
BK: 73 PG: 69

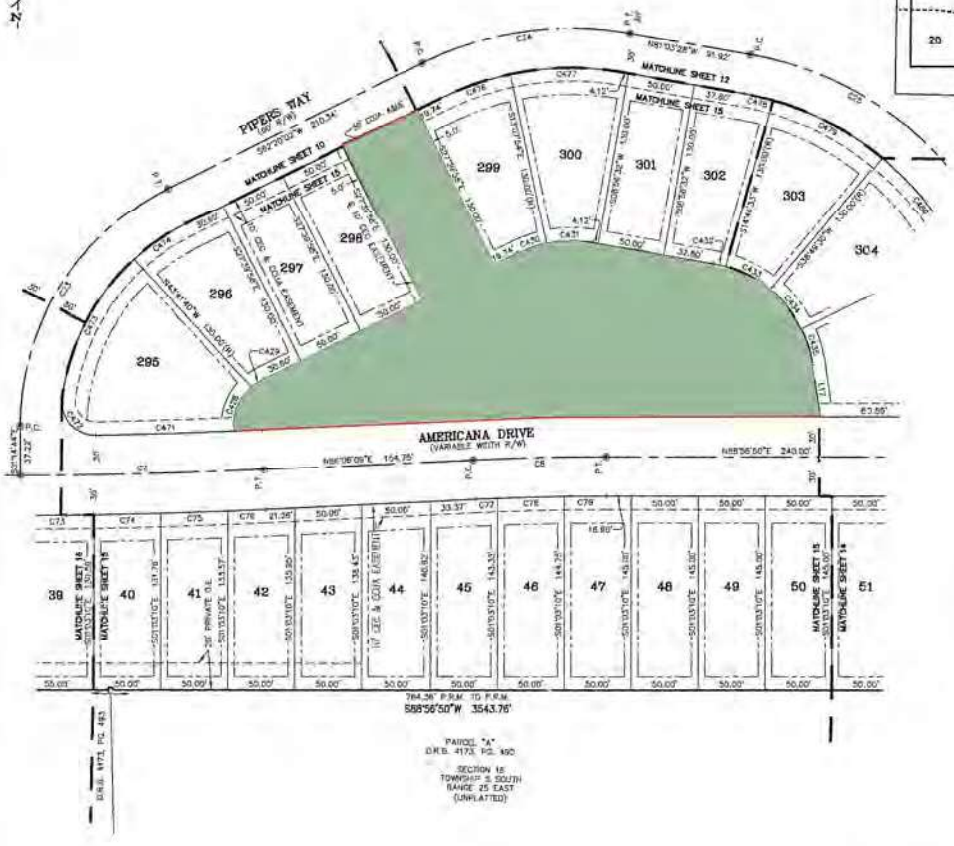
Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod	49610.4 SQ FT
Hard Edge	499.9 FT



KEY SKETCH
NOT TO SCALE



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C7	3940.00'	182.36'	2°39'07"	N87°25'42"E	182.35'
C8	2060.00'	98.30'	2°50'41"	S87°31'29"W	99.29'
C23	200.00'	221.93'	63°34'47"	S30°32'29"W	210.72'
C24	250.00'	159.73'	36°36'30"	S80°38'17"W	157.03'
C25	250.00'	313.79'	71°54'54"	N45°06'01"W	293.69'
C73	3970.00'	55.09'	0°47'38"	N88°21'32"E	55.09'
C74	3970.00'	50.01'	0°43'18"	N87°36'04"E	50.01'
C75	3970.00'	50.03'	0°43'20"	N86°52'45"E	50.03'
C76	3970.00'	28.80'	0°24'56"	N86°16'37"E	28.80'
C77	1970.00'	15.69'	0°29'07"	N86°20'42"E	15.69'
C78	1970.00'	50.02'	1°27'17"	N87°16'53"E	50.02'
C79	1970.00'	31.10'	0°54'16"	N88°29'41"E	31.10'
C428	40.00'	37.34'	53°31'41"	S18°42'29"W	35.82'
C429	40.00'	11.15'	16°01'42"	N54°19'11"E	11.15'
C430	90.00'	22.83'	14°32'03"	S69°36'04"W	22.77'
C431	90.00'	34.67'	22°04'26"	S87°54'19"W	34.46'
C432	90.00'	9.16'	5°50'01"	N78°06'28"W	9.16'
C433	90.00'	37.78'	24°02'58"	N63°11'59"W	37.50'
C434	90.00'	37.78'	24°02'58"	N39°09'01"W	37.50'
C435	90.00'	28.25'	17°58'57"	N16°06'03"W	28.13'
C471	3910.00'	103.73'	1°31'12"	S87°09'58"W	103.73'
C472	25.00'	42.78'	98°02'04"	N43°03'24"W	37.75'
C473	170.00'	118.71'	40°00'42"	N26°07'56"E	117.05'
C474	170.00'	47.56'	16°01'42"	N54°19'11"E	47.40'
C476	220.00'	56.81'	14°32'03"	N69°36'04"E	56.66'
C477	220.00'	84.76'	22°04'26"	N87°54'19"E	84.23'
C478	220.00'	22.40'	5°50'01"	S78°06'28"E	22.39'
C479	220.00'	92.34'	24°02'58"	S63°11'59"E	91.67'
C480	220.00'	92.34'	24°02'58"	S39°09'01"E	91.67'
C484	2030.00'	100.79'	2°50'41"	S87°31'29"W	100.78'
C485	3910.00'	20.74'	0°18'14"	S86°15'16"W	20.74'

LINE TABLE		
LINE	BEARING	DISTANCE
L17	N09°08'34"W	39.54'
L89	S62°20'02"W	50.00'
L91	S27°39'58"E	50.00'
L92	N62°20'02"E	50.00'
L110	N27°39'58"W	50.00'

GRAPHIC SCALE
0 25 50
(IN FEET)
1" = 50'

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BK: 72 PG: 61

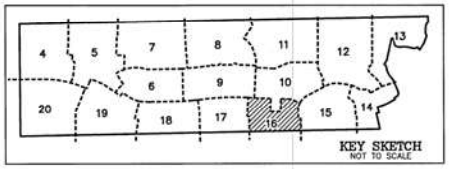
Creekview Trail – Area 1

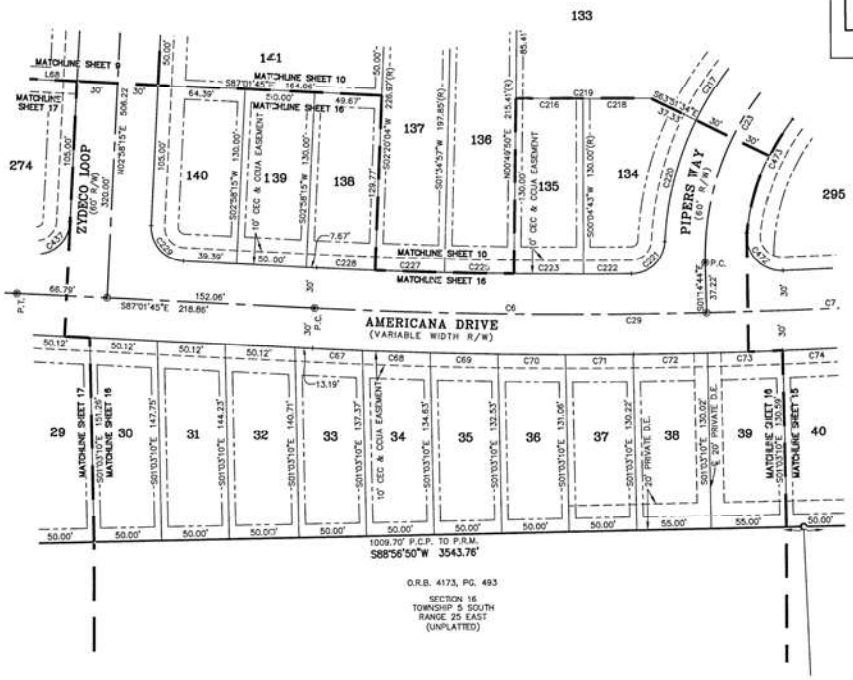
A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 72 PAGE 61

SHEET 16 OF 20 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND





CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C6	3940.00'	289.96'	4°13'00"	S89°08'14"E	289.89'
C7	3940.00'	182.36'	2°39'07"	N87°25'42"E	182.35'
C23	200.00'	221.93'	63°34'47"	S30°32'39"W	210.72'
C29	3940.00'	472.32'	6°52'07"	N89°32'12"E	472.04'
C67	3970.00'	36.92'	0°31'58"	S87°17'44"E	36.92'
C68	3970.00'	50.08'	0°43'22"	S87°55'24"E	50.07'
C69	3970.00'	50.04'	0°43'20"	S88°38'45"E	50.04'
C70	3970.00'	50.02'	0°43'19"	S89°22'04"E	50.02'
C71	3970.00'	50.01'	0°43'18"	N89°54'37"E	50.01'
C72	3970.00'	55.00'	0°47'38"	N89°09'09"E	55.00'
C73	3970.00'	55.00'	0°47'38"	N88°21'32"E	55.00'
C74	3970.00'	50.01'	0°43'19"	N87°36'04"E	50.01'
C216	3780.00'	49.61'	0°45'07"	N89°32'43"W	49.61'
C217	230.00'	55.33'	13°47'03"	S33°01'58"W	55.20'
C218	3780.00'	50.00'	0°45'28"	S89°41'59"W	50.00'
C219	3780.00'	99.61'	1°30'35"	S89°55'27"E	99.61'
C220	230.00'	93.54'	23°18'06"	S14°29'23"W	92.90'
C221	25.00'	37.84'	86°43'01"	S46°11'51"W	34.33'
C222	3910.00'	35.67'	0°31'22"	S89°49'02"W	35.67'
C223	3910.00'	51.31'	0°45'07"	N89°32'43"W	51.31'
C225	3910.00'	51.31'	0°45'07"	N88°47'36"W	51.31'
C227	3910.00'	51.31'	0°45'07"	N88°02'29"W	51.31'
C228	3910.00'	43.44'	0°38'11"	N87°20'50"W	43.44'
C229	25.00'	39.27'	90°00'00"	N42°01'45"W	35.36'
C437	25.00'	39.27'	90°00'00"	S47°58'15"W	35.36'
C472	25.00'	42.78'	98°02'04"	N43°03'24"W	37.75'
C473	170.00'	119.71'	40°20'42"	N26°07'59"E	117.25'

LINE TABLE		
LINE	BEARING	DISTANCE
L68	N87°01'45"W	36.79'

GRAPHIC SCALE
0 25 50
(IN FEET)
1" = 50'

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3630 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
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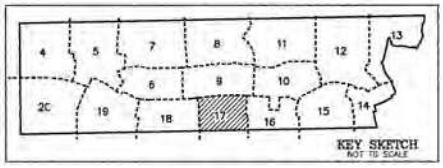
BK: 73 PG: 42

Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod 13089.8 SQ FT

Hard Edge 91.5 FT





C5	2000.00'	385.56'	11°02'44"	S83°26'54"W	384.96'
C27	2000.00'	49.83'	1°25'39"	N82°38'21"E	49.83'
C56	195.00'	10.60'	2°56'22"	S02°31'22"E	10.60'
C58	25.00'	36.19'	82°56'29"	N40°20'04"E	33.11'
C59	1970.00'	45.77'	1°19'52"	N82°33'14"E	45.77'
C60	1970.00'	50.19'	1°27'35"	N83°16'58"E	50.19'
C61	1970.00'	40.08'	1°09'57"	N85°15'44"E	40.08'
C63	1970.00'	50.04'	1°27'20"	N86°34'22"E	50.04'
C63	1970.00'	50.01'	1°27'16"	N88°01'40"E	50.01'
C64	1970.00'	50.00'	1°27'16"	N89°28'56"E	50.00'
C65	1970.00'	50.03'	1°27'18"	S89°03'47"E	50.03'
C66	1970.00'	44.92'	1°18'23"	S87°40'56"E	44.92'
C391	1970.00'	52.68'	1°31'55"	S84°00'40"W	52.67'
C393	2030.00'	6.60'	0°11'11"	S82°01'07"W	6.60'
C393	1970.00'	45.38'	1°19'11"	S82°35'07"W	45.38'
C394	2030.00'	49.51'	1°23'51"	S82°48'38"W	49.51'
C395	2030.00'	49.51'	1°23'51"	S84°12'29"W	49.51'
C396	2030.00'	49.51'	1°23'51"	S85°36'20"W	49.51'
C397	2030.00'	49.51'	1°23'51"	S87°00'11"W	49.51'
C398	2030.00'	49.51'	1°23'51"	S88°24'02"W	49.51'
C399	2030.00'	49.51'	1°23'51"	S89°47'53"W	49.51'
C403	1840.00'	49.20'	1°31'50"	N84°00'40"E	49.20'
C404	1840.00'	42.38'	1°19'11"	N82°35'07"E	42.38'
C405	2160.00'	7.02'	0°11'11"	N82°01'07"E	7.02'
C406	2160.00'	52.68'	1°23'51"	N82°48'38"E	52.68'
C407	2160.00'	52.68'	1°23'51"	N84°12'29"E	52.68'
C408	2160.00'	52.68'	1°23'51"	N85°36'20"E	52.68'
C409	2160.00'	52.68'	1°23'51"	N87°00'11"E	52.68'
C410	2160.00'	52.68'	1°23'51"	N88°24'03"E	52.68'
C411	2160.00'	52.68'	1°23'51"	N89°47'53"E	52.68'
C412	2160.00'	52.68'	1°23'51"	S89°48'16"E	52.68'
C413	2030.00'	49.51'	1°23'51"	N88°48'16"W	49.51'
C414	2160.00'	48.28'	1°16'50"	N87°40'09"W	48.28'
C415	2160.00'	46.32'	1°18'29"	N86°57'49"W	46.32'
C416	2160.00'	46.32'	1°18'29"	S89°43'41"W	46.32'
C417	2030.00'	35.15'	1°04'36"	N87°34'03"W	35.15'
C418	2160.00'	46.32'	1°18'29"	S87°06'43"W	46.32'
C419	2160.00'	46.32'	1°18'29"	S85°48'13"W	46.32'
C420	2160.00'	46.32'	1°18'29"	S84°29'44"W	46.32'
C421	2160.00'	46.32'	1°18'29"	S83°11'15"W	46.32'
C422	2160.00'	22.92'	0°36'26"	S82°13'46"W	22.92'
C423	1840.00'	27.56'	0°51'30"	S82°21'17"W	27.56'
C424	1840.00'	53.18'	1°39'22"	S83°36'42"W	53.18'
C436	2160.00'	40.59'	1°04'36"	S87°34'03"E	40.59'
C437	25.00'	39.27'	90°00'00"	S47°58'15"W	35.36'
C450	2160.00'	46.32'	1°18'29"	S88°25'12"W	46.32'

LINE TABLE		
LINE	BEARING	DISTANCE
L68	N87°01'45"W	38.79'

GRAPHIC SCALE
0 25 50
(IN FEET)
1" = 50'

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PROFESSIONAL SURVEYORS & MAPPERS
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3600 CRONY POINT ROAD
JACKSONVILLE, FLORIDA 32223
(904) 260-2753
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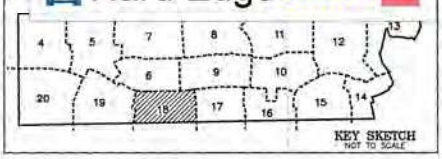
BK: 72 PG: 61

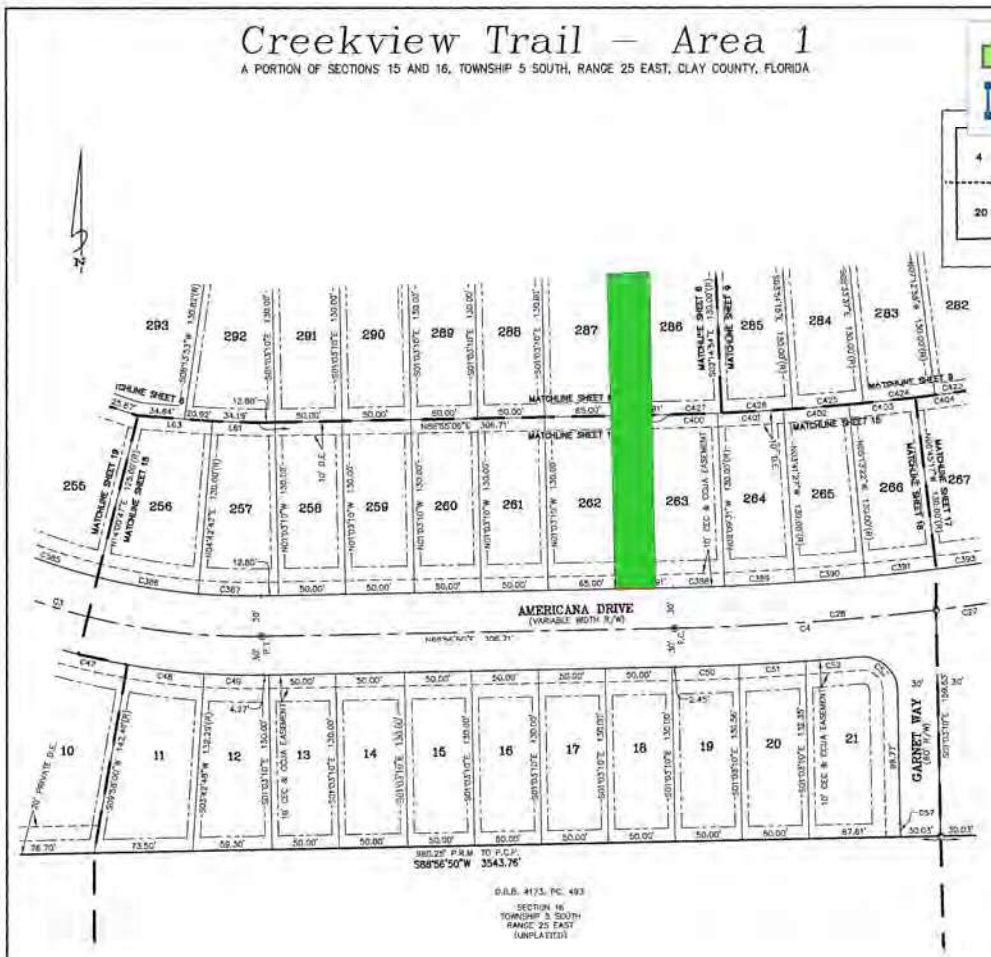
Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod 7335.5 SQ FT

Hard Edge 28.9 FT





CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C3	500.00'	331.77'	38°43'33"	S73°11'24"E	308.74'
C4	2000.00'	195.27'	5°35'39"	N86°09'00"E	195.20'
C27	2000.00'	49.83'	1°25'39"	N82°56'21"E	49.83'
C28	2000.00'	245.10'	7°01'18"	N85°26'11"E	244.95'
C47	530.00'	57.85'	6°15'13"	S76°54'23"E	57.82'
C48	530.00'	57.85'	6°15'13"	S83°09'36"E	57.82'
C49	530.00'	44.09'	4°46'08"	S88°40'11"E	44.07'
C50	2030.00'	47.54'	1°20'32"	N88°16'33"E	47.54'
C51	2030.00'	50.03'	1°24'44"	N86°53'55"E	50.03'
C52	2030.00'	40.78'	1°09'03"	N85°37'02"E	40.78'
C53	25.00'	40.97'	93°54'19"	S48°09'20"E	36.54'
C57	255.00'	10.00'	2°14'51"	S02°10'36"E	10.00'
C385	470.00'	76.50'	9°19'05"	N71°20'11"W	76.32'
C386	470.00'	76.30'	9°18'05"	N80°38'16"W	76.22'
C387	470.00'	47.29'	5°45'52"	N88°10'14"W	47.27'
C388	1970.00'	36.02'	1°06'21"	S88°23'39"W	36.02'
C389	1970.00'	52.68'	1°31'55"	S87°04'31"W	52.67'
C390	1970.00'	52.68'	1°31'55"	S85°33'36"W	52.67'
C391	1970.00'	52.66'	1°31'55"	S84°00'40"W	52.67'
C393	1970.00'	45.36'	1°19'11"	S82°35'07"W	45.36'
C400	1640.00'	35.51'	1°06'21"	N88°23'39"E	35.51'
C401	1640.00'	49.20'	1°31'55"	N87°04'31"E	49.20'
C402	1640.00'	49.20'	1°31'55"	N85°32'36"E	49.20'
C403	1640.00'	49.20'	1°31'55"	N84°00'40"E	49.20'
C404	1640.00'	42.35'	1°19'11"	N82°35'07"E	42.35'
C423	1640.00'	27.56'	0°51'39"	S82°21'17"W	27.56'
C424	1640.00'	53.18'	1°39'22"	S83°36'42"W	53.18'
C425	1640.00'	53.18'	1°39'22"	S85°16'04"W	53.18'
C426	1640.00'	53.18'	1°39'22"	S86°55'26"W	53.18'
C427	1640.00'	36.39'	1°11'43"	S88°20'58"W	36.39'

LINE TABLE

LINE	BEARING	DISTANCE
L61	S88°10'14"E	34.19'
L63	S85°45'54"E	55.76'

GRAPHIC SCALE
0 25 50
(IN FEET)
1" = 50'

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3530 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2750
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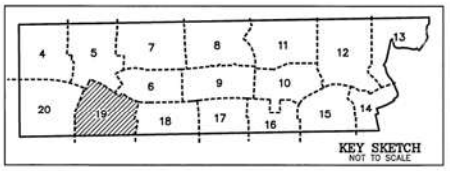
Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 72 PAGE 64

SHEET 19 OF 20 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C2	1000.00'	196.47'	11°15'25"	N60°57'20"W	196.15'
C3	500.00'	311.77'	35°43'33"	S73°11'24"E	306.74'
C22	200.00'	256.37'	73°26'39"	S71°23'42"W	239.17'
C26	1000.00'	612.00'	35°03'54"	N72°51'35"W	602.50'
C40	1000.00'	66.68'	3°49'14"	S66°03'58"E	66.67'
C41	1000.00'	66.68'	3°49'14"	S62°14'44"E	66.67'
C42	1000.00'	66.68'	3°49'14"	S58°25'31"E	66.67'
C43	1000.00'	20.73'	1°11'17"	S55°55'16"E	20.73'
C44	530.00'	55.00'	5°56'44"	S58°17'59"E	54.97'
C45	530.00'	57.85'	6°15'13"	S64°23'58"E	57.82'
C46	530.00'	57.85'	6°15'13"	S70°39'10"E	57.82'
C47	530.00'	57.85'	6°15'13"	S76°54'23"E	57.82'
C48	530.00'	57.85'	6°15'13"	S83°09'36"E	57.82'
C280	15.00'	8.57'	32°44'48"	N74°21'25"W	8.46'
C281	15.00'	5.80'	22°09'05"	N46°54'28"W	5.76'
C292	1000.00'	104.35'	5°58'44"	N58°18'59"W	104.30'
C293	25.00'	36.97'	84°43'19"	N18°56'42"W	33.69'
C294	530.00'	10.59'	1°08'43"	N22°50'37"E	10.59'
C377	230.00'	37.89'	9°26'22"	S39°23'33"W	37.85'
C378	25.00'	39.27'	90°00'00"	S79°40'23"W	35.36'
C379	170.00'	19.51'	6°34'33"	N37°57'39"E	19.50'
C380	470.00'	16.87'	2°03'26"	N56°21'20"W	16.87'
C381	25.00'	39.27'	90°00'00"	N10°19'37"W	35.36'
C384	470.00'	76.30'	9°18'05"	N62°02'05"W	76.22'
C385	470.00'	76.30'	9°18'05"	N71°20'11"W	76.22'
C386	470.00'	76.30'	9°18'05"	N80°38'16"W	76.22'

LINE TABLE		
LINE	BEARING	DISTANCE
L63	S85°45'54"E	55.76'
L66	N62°02'05"W	55.95'
L69	S71°20'11"E	55.95'
L154	S39°36'04"E	28.02'
L156	S39°36'04"E	27.60'

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PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3530 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
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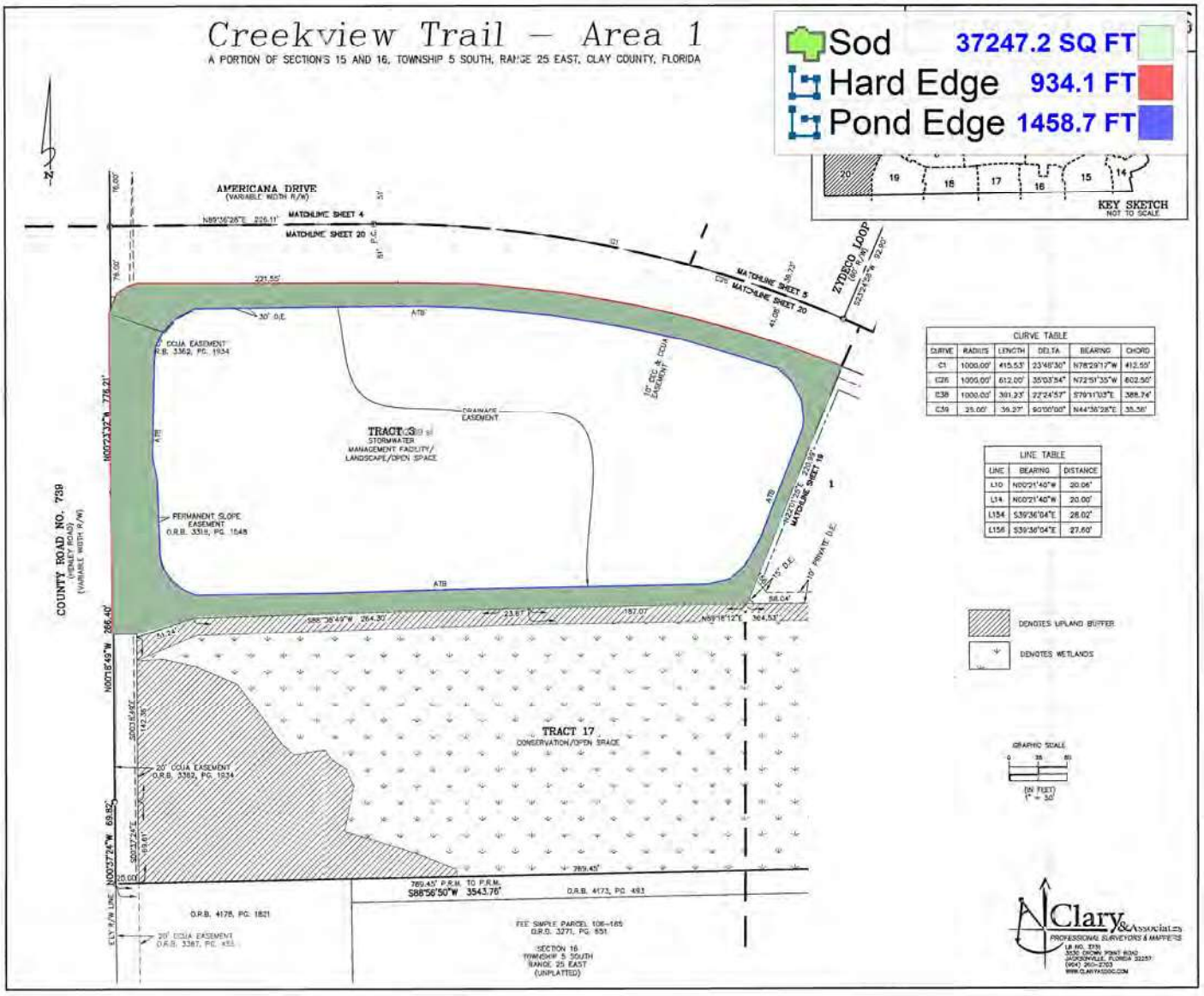
Creekview Trail – Area 1

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod	37247.2 SQ FT
Hard Edge	934.1 FT
Pond Edge	1458.7 FT



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1000.00'	415.53'	23°48'30"	N78°29'17"W	412.50'
C26	1000.00'	612.00'	35°03'54"	N72°51'35"W	602.50'
C38	1000.00'	391.23'	22°24'57"	S79°31'03"E	388.74'
C39	25.00'	39.27'	90°00'00"	N44°36'28"E	35.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L10	N00°21'40"W	20.06'
L14	N00°21'40"W	20.00'
L154	S39°36'04"E	28.02'
L156	S39°36'04"E	27.60'

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PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 7311
3530 DOWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
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TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL
Deputy Clerk hallj

Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 73 PAGE 37

SHEET 1 OF 11 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

CAPTION

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT 7 OF THE PLAT OF CREEKVIEW TRAIL – AREA 1, AS RECORDED IN PLAT BOOK 72, PAGES 46 THROUGH 65, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE NORTH 88°59'40" EAST, ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2374, PAGE 885, OF SAID PUBLIC RECORDS, 1146.99 FEET; THENCE SOUTH 00°11'43" EAST, 122.86 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 12.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°29'54" WEST, 12.11 FEET; THENCE SOUTH 86°05'15" EAST, 72.74 FEET; THENCE NORTH 03°43'34" EAST, 59.72 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1500.00 FEET, AN ARC DISTANCE OF 102.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°45'55" EAST, 102.64 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°11'43" WEST, 10.31 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°26'27" EAST, 35.13 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1160.00 FEET, AN ARC DISTANCE OF 295.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°38'00" EAST, 294.38 FEET; THENCE SOUTH 26°11'53" WEST, 326.06 FEET; THENCE SOUTH 14°52'38" WEST, 374.78 FEET; THENCE SOUTH 89°45'55" WEST, 25.30 FEET; THENCE SOUTH 00°14'05" EAST, 370.80 FEET; THENCE SOUTH 89°25'48" WEST, 657.75 FEET; THENCE NORTH 48°43'26" WEST, 86.25 FEET; THENCE NORTH 90°00'00" WEST, 575.24 FEET; THENCE SOUTH 00°00'00" EAST, 130.81 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 50.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°22'09" EAST, 50.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVATURE; THENCE SOUTH 06°40'24" EAST, 173.78 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1082.00 FEET, AN ARC DISTANCE OF 27.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°02'03" EAST, 27.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°18'33" EAST, 255.20 FEET; THENCE SOUTH 89°25'48" WEST, 162.07 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL "A", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 490, OF SAID PUBLIC RECORDS; THENCE NORTH 00°12'59" WEST, ALONG LAST SAID LINE, 448.60 FEET, TO THE NORTHERLY LINE OF LAST SAID LANDS; THENCE SOUTH 88°56'50" WEST, ALONG LAST SAID LINE, 358.63 FEET, TO THE EASTERLY LINE OF LOT 54 OF SAID PLAT OF CREEKVIEW TRAIL – AREA 1; THENCE NORTHERLY, EASTERLY, NORTHEASTERLY, NORTHWESTERLY, AND SOUTHEASTERLY ALONG SAID LINE, RUN THE FOLLOWING THIRTY (30) COURSES AND DISTANCES: COURSE NO. 1: NORTH 12°25'04" WEST, 160.50 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; COURSE NO. 2: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 630.00 FEET, AN ARC DISTANCE OF 27.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 76°19'25" EAST, 27.68 FEET; COURSE NO. 3: NORTH 14°56'06" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 4: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 570.00 FEET, AN ARC DISTANCE OF 162.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°52'43" EAST, 162.33 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5: NORTH 58°41'32" EAST, 30.40 FEET; COURSE NO. 6: NORTH 31°18'28" WEST, 15.00 FEET; COURSE NO. 7: NORTH 58°41'32" EAST, 25.99 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 8: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 57.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°41'29" EAST, 52.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 9: NORTH 23°18'34" WEST, 111.64 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 10: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 38.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°12'11" WEST, 37.80 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 11: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 9.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°33'17" WEST, 9.69 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 12: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 110.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°26'52" WEST, 108.64 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 13: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 36.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°14'04" WEST, 35.51 FEET; COURSE NO. 14: NORTH 30°24'49" EAST, 49.83 FEET; COURSE NO. 15: NORTH 12°14'29" EAST, 58.62 FEET; COURSE NO. 16: NORTH 12°43'55" EAST, 151.57 FEET; COURSE NO. 17: NORTH 56°41'25" EAST, 14.39 FEET; COURSE NO. 18: SOUTH 33°18'35" EAST, 0.87 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 19: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 80.08 FEET, AN ARC DISTANCE OF 45.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°12'03" EAST, 44.44 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 20: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 45.00 FEET, AN ARC DISTANCE OF 76.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°35'44" EAST, 67.41 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 21: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 137.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°58'03" EAST, 136.31 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 22: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 45.00 FEET, AN ARC DISTANCE OF 46.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 78°19'44" EAST, 44.78 FEET; COURSE NO. 23: SOUTH 41°30'22" EAST, 32.40 FEET; COURSE NO. 24: NORTH 33°05'28" EAST, 76.65 FEET; COURSE NO. 25: NORTH 21°17'31" EAST, 78.11 FEET; COURSE NO. 26: NORTH 26°07'31" WEST, 23.95 FEET; COURSE NO. 27: NORTH 01°36'15" WEST, 47.51 FEET; COURSE NO. 28: NORTH 06°40'45" EAST, 43.06 FEET; COURSE NO. 29: NORTH 36°30'19" EAST, 33.89 FEET; COURSE NO. 30: NORTH 01°03'17" WEST, 57.53 FEET, TO THE POINT OF BEGINNING.

CONTAINING 39.45 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

KNOW ALL YE MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED, AND WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF PART 1, CHAPTER 177 FLORIDA STATUTES. SIGNED AND SEALED THIS 11 DAY OF March, 2024 A.D.

MICHAEL J. COLLIGAN
FLORIDA REGISTERED LAND SURVEYOR NO. 6788
CLARY AND ASSOCIATES
L.B. NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257

COUNTY COMMISSIONERS' APPROVAL

EXAMINED AND APPROVED THIS 12 DAY OF MARCH A.D. 2024, BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA.

JIM RENNINGER, CHAIRMAN

TARA S. GREEN, CLERK OF COURT AND COMPTROLLER, EX OFFICIO CLERK TO THE BOARD

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN RECORDED IN PLAT BOOK 73, PAGES 37-47 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA ON THIS 26 DAY OF March, A.D. 2024.

TARA S. GREEN, CLERK OF COURT AND COMPTROLLER, EX OFFICIO CLERK TO THE BOARD

COUNTY ENGINEER APPROVAL

EXAMINED AND APPROVED THIS 15th DAY OF March, A.D. 2024.

DIRECTOR OF ENGINEERING

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICES APPROVAL

EXAMINED AND APPROVED THIS 18th DAY OF March A.D. 2024.

DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES

CERTIFICATE OF REVIEW BY SURVEYOR/MAPPER

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THEY HAVE REVIEWED THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA, IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177.081(1), FLORIDA STATUTES, AND HAS DETERMINED THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. THE UNDERSIGNED DID NOT PREPARE THIS PLAT. THIS CERTIFICATE IS MADE AS OF THE 22 DAY OF MARCH, 2024.

RICK LEE MECKLENBURG
FLORIDA REGISTRATION LAND SURVEYOR NO. 5920
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

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Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 73 PAGE 37

SHEET 2 OF 11 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT CREEKVIEW GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREINAFTER "DEDICATOR", IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOWN AS CREEKVIEW TRAIL – AREA 2, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

ALL DRAINAGE EASEMENTS, UNOBSTRUCTED ACCESS EASEMENTS, AND UNOBSTRUCTED MAINTENANCE AND ACCESS EASEMENTS AS SHOWN HEREON ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT (THE "CDD"), ITS SUCCESSORS AND ASSIGNS, ON A NON-EXCLUSIVE BASIS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

THE DRAINAGE EASEMENTS HEREBY SHALL PERMIT THE CDD, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID LAKES AND FILTRATION SYSTEMS WHICH THESE EASEMENT TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON ALL BOULEVARDS, ROADS, DRIVES, LANES, COURTS, PLACES, WAYS, LOOPS, TRAILS, AND STREETS HEREBY DEDICATED, TOGETHER WITH ALL SOIL, NUTRIENTS, AND CHEMICALS, AND ALL OTHER SUBSTANCES WHICH MAY FLOW OR PASS FROM SAID BOULEVARDS, ROADS, DRIVES, LANES, COURTS, PLACES, WAYS, LOOPS, TRAILS, AND STREETS, FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID LAKES AND FILTRATION SYSTEMS WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS FOR ANY DAMAGE, INJURIES, OR LOSSES TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OF USE OF THESE DRAINAGE EASEMENTS BY THE CDD, ITS SUCCESSORS AND ASSIGNS.

TRACT 1 (STORMWATER MANAGEMENT FACILITY), TRACT 2 (COMPENSATORY STORAGE FACILITY), TRACT 3 (PARK), TRACTS 4, 5 AND 6 (CONSERVATION), TRACTS 7 AND 8 (OPEN SPACE), TRACT 9 (UTILITY), AND AMERICANA DRIVE, CHARMER COURT, AND CLIPPERS COURT AS SHOWN HEREON, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CDD, ITS SUCCESSORS AND ASSIGNS.

THE UNDERSIGNED DEDICATOR, ITS SUCCESSORS AND ASSIGNS HEREBY GRANTS TO THE PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT AND THEIR GUESTS, INVITEES, DELIVERY, PICK-UP, FIRE PROTECTION SERVICES, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES MAIL CARRIERS, AND REPRESENTATIVES OF THE UTILITIES TO SERVE THE LAND, HOLDERS OF MORTGAGE LIENS AND SUCH OTHERS AS MAY BE DESIGNATED, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS AMERICANA DRIVE, CHARMER COURT, AND CLIPPERS COURT.

THE BOARD OF COUNTY COMMISSIONERS EXPRESSLY REJECTS ANY ROAD, STREET, DRAINAGE, OR OTHER COMMON FACILITY FOR MAINTENANCE BY CLAY COUNTY.

IN THE EVENT OF A TERMINATION OR DISSOLUTION OF THE CDD, IN ACCORDANCE WITH SECTION 190.046, FLORIDA STATUTES, OR ITS FAILURE TO MAINTAIN THE ROADWAYS AND DRAINAGE FACILITIES, NONE OF THE FOREGOING SHALL PROHIBIT CLAY COUNTY FROM ESTABLISHING A MUNICIPAL SERVICE TAXING UNIT, MUNICIPAL SERVICE BENEFIT UNIT, STORMWATER UTILITY, TRANSPORTATION UTILITY, OR ANY OTHER SPECIAL ASSESSMENT/FEE SYSTEM WITHIN ANY SUBDIVISION FOR THE FURNISHING OF THE ROADS, STREETS, DRAINAGE, OR OTHER BENEFITS, NOR SHALL ANY OF THE FOREGOING PROHIBIT THE ACCEPTANCE FOR MAINTENANCE OF ROADS OR COMMON FACILITIES BY THE CLAY COUNTY COMMISSION IF AFTER THE FILING OF ANY PLAT, THE FACILITIES TO BE ACCEPTED BY THE BOARD OF MAINTENANCE ARE UPGRADED TO COUNTY ACCEPTANCE STANDARDS BY CONTRIBUTION OF THE LOCAL DEVELOPER OR HOMEOWNERS OR BY ESTABLISHMENT OF A MUNICIPAL SERVICE BENEFIT UNIT.

ALL EASEMENTS, FOR THE WATER AND SEWER SYSTEMS, MARKED CCUA AND SHOWN ON THIS PLAT, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY UTILITY AUTHORITY (CCUA), ITS SUCCESSORS AND ASSIGNS.

A NON-EXCLUSIVE EASEMENT OVER, UPON AND UNDER THE ROAD RIGHTS-OF-WAY DESIGNATED ON THIS PLAT, AS AMERICANA DRIVE, CHARMER COURT, AND CLIPPERS COURT, IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY UTILITY AUTHORITY (CCUA), ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF CCUA UTILITIES, TOGETHER WITH THE RIGHT OF CCUA ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS TO AND OVER SAID ROAD RIGHTS-OF-WAY.

ALL EASEMENTS FOR THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM, MARKED CEC AND SHOWN ON PLAT, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY ELECTRIC COOPERATIVE, INC. (CEC), ITS SUCCESSORS AND ASSIGNS.

DEDICATOR HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATES TO CEC, IT'S SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT OVER, UPON AND UNDER THE ROAD RIGHTS-OF-WAY DESIGNATED ON THIS PLAT AND ALL FUTURE RIGHT OF WAY TRACTS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF CEC UTILITIES TOGETHER WITH THE RIGHT OF CEC ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS TO AND OVER SAID ROAD RIGHTS-OF-WAY DESIGNATED ON THIS PLAT.

THOSE EASEMENTS DESIGNATED AS "AT&T EASEMENT" ARE HEREBY IRREVOCABLY DEDICATED TO BELLSOUTH TELECOMMUNICATIONS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, D/B/A AS AT&T FLORIDA ITS, SUCCESSORS AND ASSIGNS FOR THEIR EXCLUSIVE USE.

THOSE EASEMENTS DESIGNATED AS "AT&T ACCESS EASEMENT" ARE HEREBY IRREVOCABLY DEDICATED TO BELLSOUTH TELECOMMUNICATIONS, LLC. A GEORGIA LIMITED LIABILITY COMPANY, D/B/A AS AT&T FLORIDA, ITS SUCCESSORS AND ASSIGNS FOR THEIR NON-EXCLUSIVE USE.

IN WITNESS WHEREOF, CREEKVIEW GP, LLC, HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

THIS 12th DAY OF March, A.D., 2024.

SUBDIVISION IMPROVEMENT GUARANTEE:

AS A CONDITION PRECEDENT TO THE RECORDATION OF THIS PLAT IN THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT (THE "CDD") DOES HEREBY GUARANTEE TO EACH AND EVERY PERSON, FIRM, COPARTNERSHIP OR CORPORATION, THEIR HEIRS, SUCCESSORS AND ASSIGNS, WHO SHALL PURCHASE A LOT OR LOTS IN SAID SUBDIVISION FROM SAID OWNER THAT SAID OWNER SHALL WITHIN 24 MONTHS OF THE DATE OF ACCEPTANCE OF THE STREET AND DRAINAGE IMPROVEMENTS BY THE CDD THEREOF FULLY COMPLY WITH EACH AND EVERY REGULATION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, COVERING SUBDIVISIONS IN EFFECT AT THE TIME OF FILING OF THIS PLAT INSOFAR AS THE SAME AFFECTS A LOT OR LOTS SOLD. TIME OF PERFORMANCE BEING OF THE ESSENCE, SAID GUARANTEE SHALL BE DEEMED PART OF EACH DEED OF CONVEYANCE OR SALE COVERING LOTS SOLD IN SAID SUBDIVISION, EXECUTED BY SAID OWNER TO THE SAME EXTENT AND PURPOSE AS IF SAID GUARANTEE WERE INCORPORATED VERBATIM IN EACH SAID CONVEYANCE OR CONTRACT OF SALE.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES

By: _____
Print Name: GREGG KERN
Title: VICE CHAIRMAN OF THE BOARD OF SUPERVISORS

Witness: _____
Print Name: Joe Cornelison
Witness: _____
Print Name: Nicholas McGarrity

NOTARY FOR CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

STATE: Florida
COUNTY: Duval

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 12th DAY OF March, 2024, A.D., BY GREGG KERN, AS VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE DISTRICT, [✓] WHO IS PERSONALLY KNOWN TO ME OR [ ] WHO HAS PRODUCED A _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC, STATE OF FLORIDA
PRINT NAME: Joe E. Cornelison
COMMISSION # HH231063
MY COMMISSION EXPIRES 2/20/2026

CREEKVIEW GP, LLC

CREEKVIEW GP, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: _____
Print Name: GRAYDON E. MIARS
Title: VICE PRESIDENT

Witness: _____
Print Name: Joe Cornelison
Witness: _____
Print Name: Nicholas McGarrity

NOTARY FOR CREEKVIEW GP, LLC

STATE: Florida
COUNTY: Duval

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 12th DAY OF March, 2024, A.D., BY GRAYDON E. MIARS, AS VICE PRESIDENT OF CREEKVIEW GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, [✓] WHO IS PERSONALLY KNOWN TO ME OR [ ] WHO HAS PRODUCED A _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC, STATE OF FLORIDA
TYPE OR PRINT NAME: Joe E. Cornelison
COMMISSION # HH231063
MY COMMISSION EXPIRES 2/20/2026

MORTGAGEE'S CONSENT: PULTE HOME COMPANY, LLC

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 4619, PAGE 1347 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, ENCUMBERING A PORTION OF THE LANDS DESCRIBED IN THE CAPTION HEREON. THE UNDERSIGNED HEREBY JOINS AND CONSENTS TO THE DEDICATIONS BY THE OWNER OF THE LANDS DESCRIBED IN THE ADOPTION AND DEDICATION SECTION HEREIN AND AGREES THAT THE MORTGAGE DOCUMENTS SHALL BE SUBORDINATED TO SAID DEDICATIONS.

PULTE HOME COMPANY, LLC,
A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____
NAME: Justin Display
TITLE: VP of Land Dev.

WITNESS: _____
PRINT: Zachary Dreher
WITNESS: _____
PRINT: Joe Cornelison

NOTARY FOR PULTE HOME COMPANY, LLC

STATE: FLORIDA
COUNTY: DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 11 DAY OF March, 2024, A.D., BY Justin Display, AS VP of Land Dev OF PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, [✓] WHO IS PERSONALLY KNOWN TO ME OR [ ] WHO HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC, STATE OF FLORIDA
TYPE OR PRINT NAME: Christina Lastrapes
COMMISSION # HH 191316
MY COMMISSION EXPIRES JULY 16, 2025

MORTGAGEE'S CONSENT: DREAM FINDERS HOMES, LLC

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 4630, PAGE 868 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, ENCUMBERING A PORTION OF THE LANDS DESCRIBED IN THE CAPTION HEREON. THE UNDERSIGNED HEREBY JOINS AND CONSENTS TO THE DEDICATIONS BY THE OWNER OF THE LANDS DESCRIBED IN THE ADOPTION AND DEDICATION SECTION HEREIN AND AGREES THAT THE MORTGAGE DOCUMENTS SHALL BE SUBORDINATED TO SAID DEDICATIONS.

DREAM FINDERS HOMES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
NAME: James M. Gomez
TITLE: Regional President

WITNESS: _____
PRINT: Joe Cornelison
WITNESS: _____
PRINT: Craig Bolla

NOTARY FOR DREAM FINDERS HOMES, LLC

STATE: FLORIDA
COUNTY: DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 11th DAY OF March, 2024, A.D., BY James Gomez, AS Regional President OF DREAM FINDERS HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, [✓] WHO IS PERSONALLY KNOWN TO ME OR [ ] WHO HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC, STATE OF FLORIDA
TYPE OR PRINT NAME: Nicholas M. Garrity
COMMISSION # HH 169745
MY COMMISSION EXPIRES 2/21/2028

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

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BK: 73 PG: 39

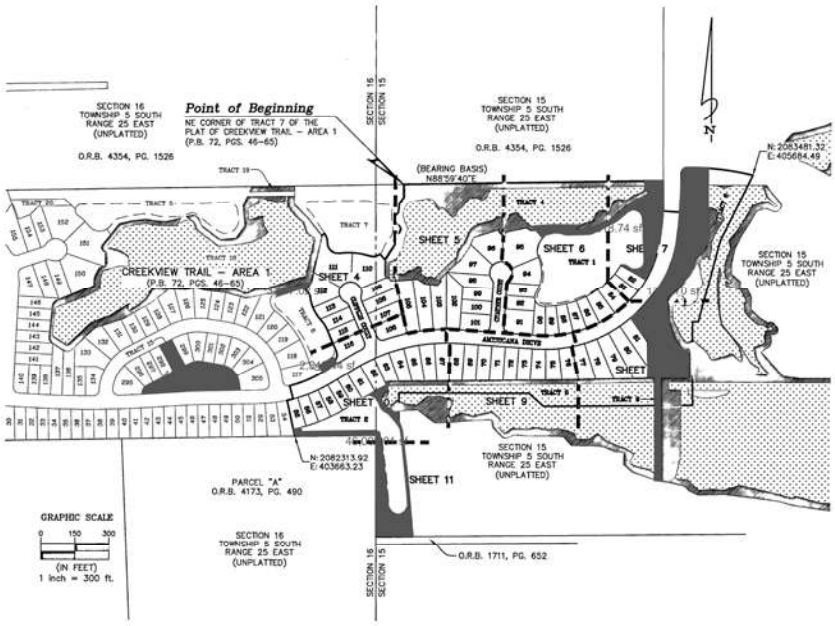
Creekview Trail – Area 2

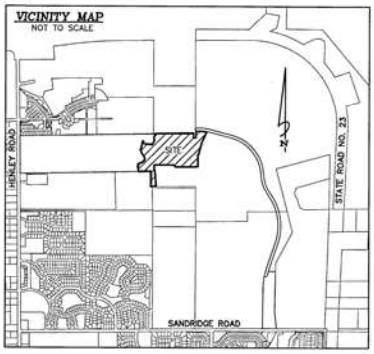
A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 73 PAGE 39

SHEET 3 OF 11 SHEETS

62 LOTS AND 9 TRACTS THIS PHASE





General Notes

1. BEARINGS SHOWN HEREON ARE BASED ON THE THE SW'LY LINE OF THOSE LANDS RECORDED (O.R.B. 2374, PAGE 885) AS N88°59'40"E PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983(2011).
2. N 2080588.350 / E 417472.651 DENOTES COORDINATES REFERENCED DATUM FLORIDA EAST ZONE NAD 1983(2011) NGS ADJUSTMENT. (US FEET)
3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. (FLORIDA STATUTE 177.091)
4. THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 12019C0170E, COMMUNITY NO. 120064, PANEL NO. 0170E, DATED MARCH 17, 2014. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
5. BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.
6. THE TABULATED CURVE TABLE(S) SHOWN ON EACH SHEET IS APPLICABLE ONLY TO THE CURVES THAT APPEAR ON THAT SHEET.
7. BUILDING RESTRICTION LINES ARE AS FOLLOWS:
   MINIMUM FRONT SETBACK – 10' FOR FRONT PORCHES; 15' FOR FRONT FACADE; 20' FOR FRONT FACING GARAGES (SHOWN HEREON)
   MINIMUM SIDE SETBACK – 5'
   MINIMUM REAR SETBACK – 10'; 14' WITH REAR ALLEYS
8. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
9. WHERE A CLAY COUNTY UTILITY AUTHORITY EASEMENT CROSSES AN EASEMENT OR RIGHT-OF-WAY GRANTED TO CLAY ELECTRIC COOPERATIVE, INC., CLAY COUNTY UTILITY AUTHORITY SHALL HAVE THE RIGHT TO LOCATE ITS FACILITIES IN SAID JOINT USE EASEMENT AREA, BUT SUCH USE SHALL BE NON-EXCLUSIVE. CLAY ELECTRIC COOPERATIVE, INC. SHALL USE, OCCUPY, AND LOCATE FACILITIES IN THESE JOINT USE AREAS SO AS TO REASONABLY ACCOMMODATE CLAY COUNTY UTILITY AUTHORITY'S FACILITIES.
10. WHERE A CLAY ELECTRIC COOPERATIVE, INC. EASEMENT CROSSES AN EASEMENT OR RIGHT-OF-WAY GRANTED TO CLAY UTILITY AUTHORITY, CLAY ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT TO LOCATE ITS FACILITIES IN SAID JOINT USE EASEMENT AREA, BUT SUCH USE SHALL BE NON-EXCLUSIVE. CLAY COUNTY UTILITY AUTHORITY SHALL USE, OCCUPY, AND LOCATE FACILITIES IN THESE JOINT USE AREAS SO AS TO REASONABLY ACCOMMODATE CLAY ELECTRIC COOPERATIVE, INC.'S FACILITIES.
11. WHETHER DEPICTED ON THE PLAT OR NOT, THE DEDICATOR/OWNER HEREBY GRANTS CLAY ELECTRIC COOPERATIVE, INC., AND CLAY COUNTY UTILITY AUTHORITY, A TEN FOOT (10') WIDE PERPETUAL EASEMENT FOR UTILITY SERVICES OVER, UNDER, UPON AND ACROSS ALL LANDS LYING ADJACENT TO, PARALLEL WITH, AND OUTSIDE OF THE AREAS SHOWN ON THE PLAT AS ROADS, STREETS, OR OTHER RIGHTS-OF-WAY.
12. ALL WETLAND-UPLAND BUFFER AREAS SHOWN HERON ARE WHOLLY CONTAINED WITHIN THE TRACTS AS SHOWN ON SAID PLAT, AND THE CONTROL AND OWNERSHIP ARE RETAINED BY THE OWNER AS SHOWN HEREON.
13. THE LANDS SHOWN HEREON ARE SUBJECT TO THE FOLLOWING EASEMENTS:
    30' CCUA EASEMENT O.R.B. 4220, PG. 884 (SHOWN)
    GRANT OF EASEMENT O.R.B. 4553, PG. 150 (SHOWN)

LEGEND

O.R.B.	= OFFICIAL RECORDS BOOK
P.B.	= PLAT BOOK
PG(S).	= PAGES
NO.	= NUMBER
P.C.	= POINT OF CURVATURE
P.T.	= POINT OF TANGENCY
P.C.C.	= POINT OF COMPOUND CURVATURE
P.R.C.	= POINT OF REVERSE CURVATURE
R	= RADIUS
R.P.	= RADIUS POINT
R/W	= RIGHT OF WAY
(R)	= LOT LINE RADIAL TO R/W
℄	= CENTERLINE
CEC	= CLAY ELECTRIC COOPERATIVE
CCUA	= CLAY COUNTY UTILITY AUTHORITY
D.E.	= DRAINAGE EASEMENTS
U.A.E.	= UNOBSTRUCTED ACCESS EASEMENT
U.M.&A.E.	= UNOBSTRUCTED MAINTENANCE & ACCESS EASEMENT
ATB	= APPROXIMATE TOP OF BANK
P.R.M.	= PERMANENT REFERENCE MONUMENTS
P.C.P.	= PERMANENT CONTROL POINTS
———	= BUILDING SET BACK LINE
●	= PERMANENT CONTROL POINT STAMPED P.C.P. LB 3731
□	= 4"x4" CONCRETE MONUMENT STAMPED P.R.M. LB 3731
O	= 5/8" REBAR WITH CAP "P.R.M. LB 3731"

DENOTES UPLAND BUFFER

DENOTES WETLANDS

DENOTES UPLAND PRESERVATION AREA

FUTURE LAND USE: LA RF
ZONING: LA RF
AREA: 39.45 ACRES
NUMBER OF LOTS: 62
NUMBER OF TRACTS: 9

OWNER & DEVELOPER:
CREEKVIEW GP, LLC
ATTN: GRAYDON E. MIARS
7807 BAYMEADOWS ROAD EAST
SUITE 205
JACKSONVILLE, FLORIDA 32256

CIVIL ENGINEER:
ENGLAND–THIMS & MILLER, INC.
ATTN: CLINT BLALOCK
14775 OLD ST. AUGUSTINE ROAD
SUITE 102
JACKSONVILLE, FLORIDA 32258

SURVEYOR:
CLARY & ASSOCIATES, INC.
ATTN: JEFF STEINLE
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257

WATER AND SEWER PROVIDER:
CLAY COUNTY UTILITY AUTHORITY

ELECTRIC PROVIDER:
CLAY ELECTRIC COOPERATIVE, INC.

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-3703
WWW.CLARYASSOC.COM

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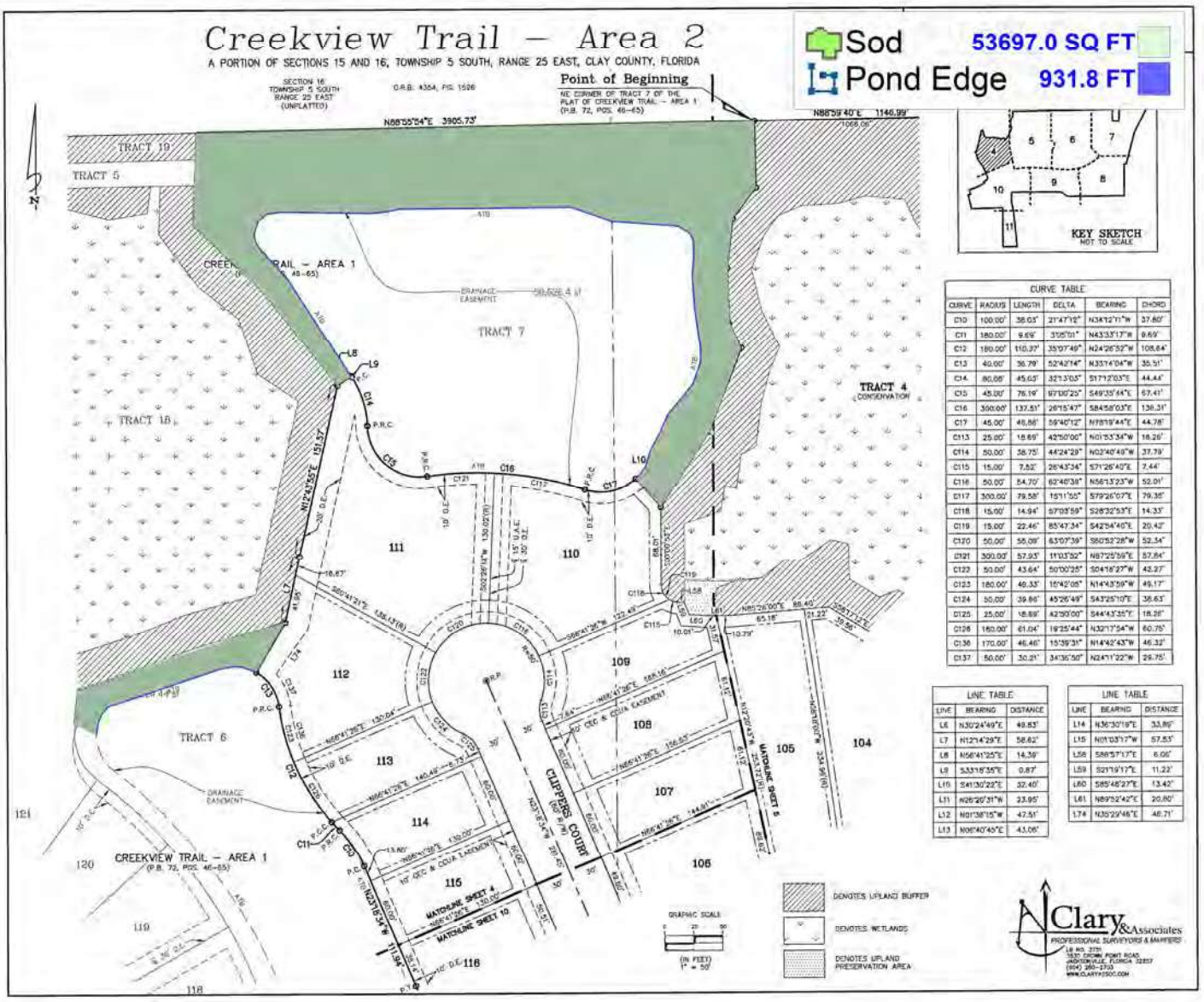
BK: 73 PG: 40



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C10	100.00'	38.03'	21°47'12"	N34°12'11"W	37.80'
C11	180.00'	9.69'	3°05'01"	N43°33'17"W	9.69'
C12	180.00'	110.37'	35°07'49"	N24°26'32"W	108.64'
C13	40.00'	36.79'	52°42'14"	N33°14'04"W	35.51'
C14	80.00'	45.03'	32°13'03"	S17°13'03"E	44.44'
C15	45.00'	76.19'	97°00'25"	S49°35'44"E	67.41'
C16	300.00'	137.51'	26°15'47"	S84°58'03"E	136.31'
C17	45.00'	46.86'	59°40'12"	N78°19'44"E	44.78'
C113	25.00'	18.69'	42°50'00"	N01°53'34"W	18.26'
C114	50.00'	38.75'	44°24'29"	N02°40'49"W	37.79'
C115	15.00'	7.52'	28°43'34"	S71°26'40"E	7.44'
C116	50.00'	54.70'	62°40'36"	N56°13'23"W	52.01'
C117	300.00'	79.58'	15°11'55"	S79°26'07"E	79.35'
C118	15.00'	14.94'	57°03'59"	S28°32'53"E	14.33'
C119	15.00'	22.46'	85°47'34"	S42°54'40"E	20.42'
C120	50.00'	55.09'	63°07'39"	S60°52'28"W	52.34'
C121	300.00'	57.93'	11°03'52"	N87°25'59"E	57.84'
C122	50.00'	43.64'	50°00'25"	S04°18'27"W	42.27'
C123	180.00'	40.33'	12°42'05"	N14°43'59"W	40.17'
C124	50.00'	39.86'	45°26'49"	S43°25'10"E	38.83'
C125	25.00'	18.89'	42°30'00"	S44°43'35"E	18.28'
C126	160.00'	61.04'	19°25'44"	N32°17'54"W	60.75'
C136	170.00'	46.46'	15°39'31"	N14°42'43"W	46.32'
C137	50.00'	30.21'	34°36'50"	N24°11'22"W	29.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L6	N30°24'49"E	49.83'
L7	N12°14'29"E	58.62'
L8	N56°41'25"E	14.39'
L9	S33°18'35"E	0.87'
L10	S41°30'22"E	32.40'
L11	N26°26'31"W	23.95'
L12	N01°38'15"W	42.51'
L13	N06°40'45"E	43.08'

LINE TABLE		
LINE	BEARING	DISTANCE
L14	N36°30'19"E	33.89'
L15	N01°03'17"W	57.53'
L56	S88°57'17"E	6.06'
L59	S21°19'17"E	11.22'
L60	S85°48'27"E	13.42'
L61	N89°52'42"E	20.80'
L74	N35°29'46"E	46.71'

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BK: 73 PG: 41

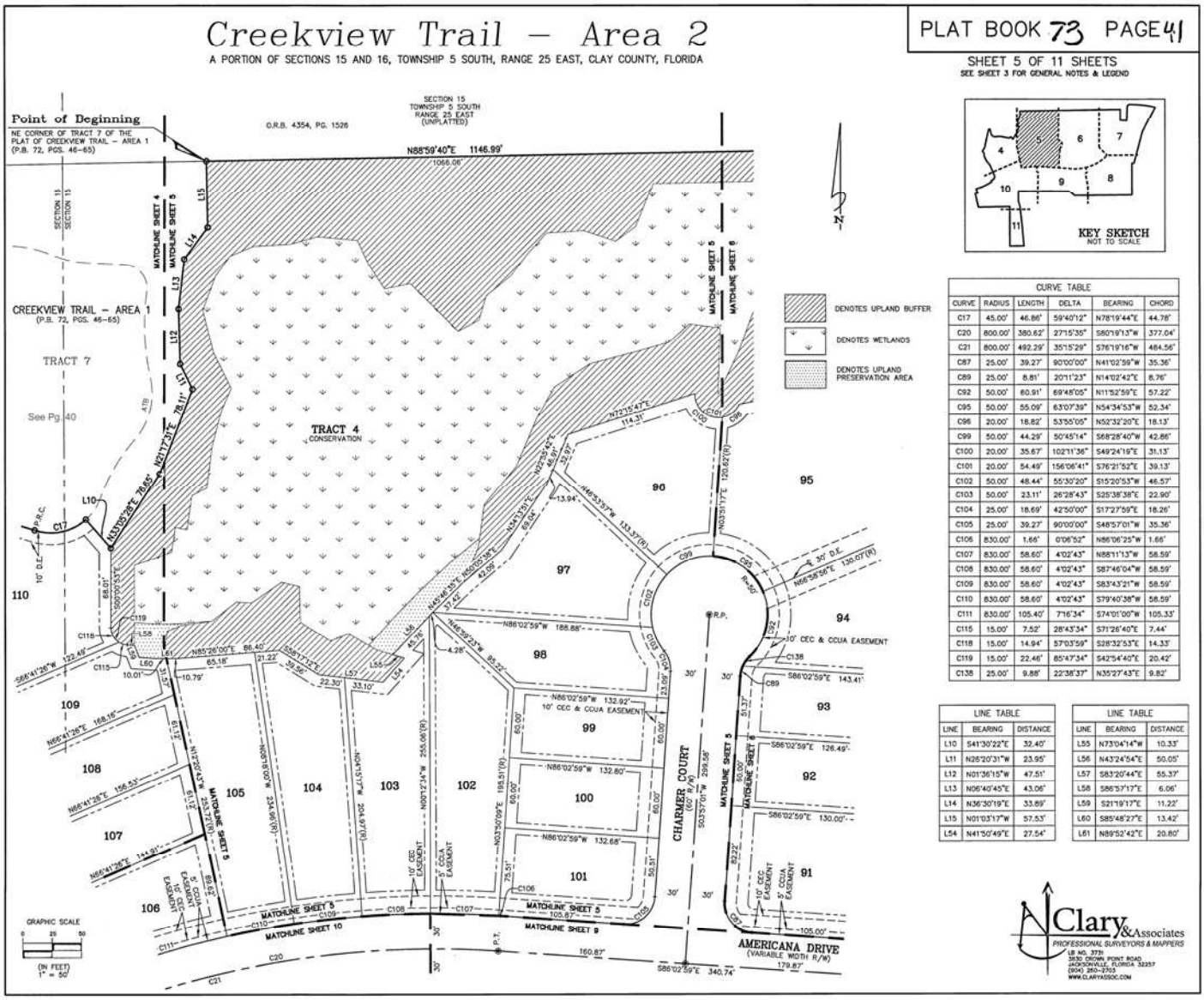
Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 73 PAGE 41

SHEET 5 OF 11 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C17	45.00'	46.86'	59°40'12"	N78°19'44"E	44.78'
C20	800.00'	380.62'	27°15'35"	S80°19'13"W	377.04'
C21	800.00'	492.29'	35°15'29"	S76°19'16"W	484.56'
C87	25.00'	39.27'	90°00'00"	N41°02'59"W	35.36'
C89	25.00'	8.81'	20°11'23"	N14°02'42"E	8.76'
C92	50.00'	60.91'	69°48'05"	N11°52'59"E	57.22'
C95	50.00'	55.09'	63°07'39"	N54°34'53"W	52.34'
C96	20.00'	18.82'	53°55'05"	N52°32'20"E	18.13'
C99	50.00'	44.29'	50°45'14"	S68°28'40"W	42.86'
C100	20.00'	35.67'	102°11'36"	S49°24'19"E	31.13'
C101	20.00'	54.49'	156°06'41"	S76°21'52"E	39.13'
C102	50.00'	48.44'	55°30'20"	S15°20'53"W	46.57'
C103	50.00'	23.11'	26°28'43"	S25°38'38"E	22.90'
C104	25.00'	18.69'	42°50'00"	S17°27'59"E	18.26'
C105	25.00'	39.27'	90°00'00"	S48°57'01"W	35.36'
C106	830.00'	1.66'	0°06'52"	N86°06'25"W	1.66'
C107	830.00'	58.60'	4°02'43"	N88°11'13"W	58.59'
C108	830.00'	58.60'	4°02'43"	S87°46'04"W	58.59'
C109	830.00'	58.60'	4°02'43"	S83°43'21"W	58.59'
C110	830.00'	58.60'	4°02'43"	S79°40'38"W	58.59'
C111	830.00'	105.40'	7°16'34"	S74°01'00"W	105.33'
C115	15.00'	7.52'	28°43'34"	S71°26'40"E	7.44'
C118	15.00'	14.94'	57°03'59"	S28°32'53"E	14.33'
C119	15.00'	22.46'	85°47'34"	S42°54'40"E	20.42'
C138	25.00'	9.88'	22°38'37"	N35°27'43"E	9.82'

LINE TABLE		
LINE	BEARING	DISTANCE
L10	S41°30'22"E	32.40'
L11	N26°20'31"W	23.95'
L12	N01°36'15"W	47.51'
L13	N06°40'45"E	43.06'
L14	N36°30'19"E	33.89'
L15	N01°03'17"W	57.53'
L54	N41°50'49"E	27.54'

LINE TABLE		
LINE	BEARING	DISTANCE
L55	N73°04'14"W	10.33'
L56	N43°24'54"E	50.05'
L57	S83°20'44"E	55.37'
L58	S86°57'17"E	6.06'
L59	S21°19'17"E	11.22'
L60	S85°48'27"E	13.42'
L61	N89°52'42"E	20.80'

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3530 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

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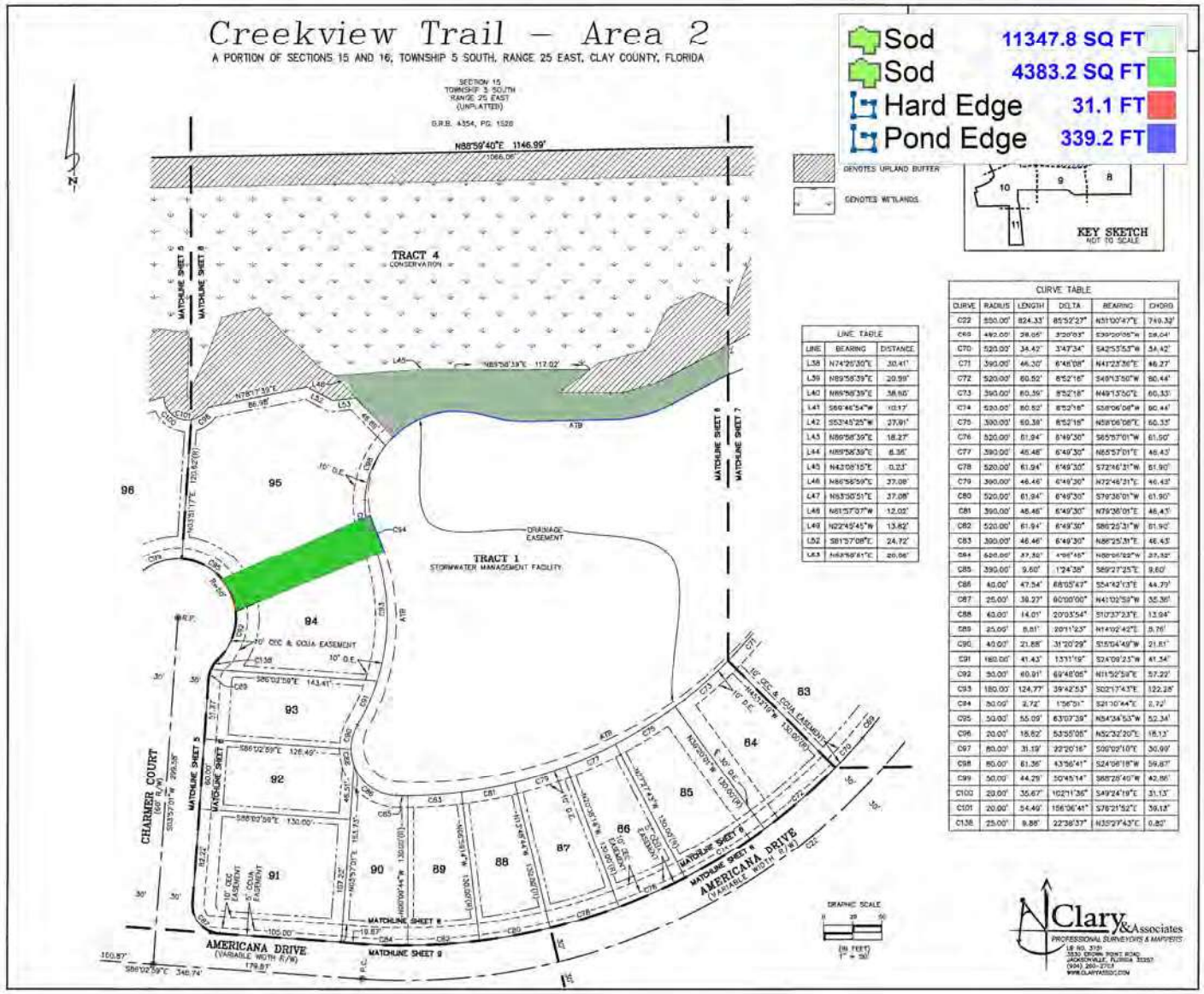
BK: 73 PG: 42

Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod	11347.8 SQ FT
Sod	4383.2 SQ FT
Hard Edge	31.1 FT
Pond Edge	339.2 FT



LINE TABLE

LINE	BEARING	DISTANCE
L38	N74°20'30"E	30.41'
L39	N89°58'39"E	20.59'
L40	N89°58'39"E	38.60'
L41	S60°46'54"W	10.17'
L42	S53°45'25"W	27.91'
L43	N89°58'39"E	18.27'
L44	N89°58'39"E	6.35'
L45	N43°08'15"E	0.23'
L46	N86°56'59"E	27.08'
L47	N83°30'51"E	37.08'
L48	N61°57'07"W	12.02'
L49	N22°45'45"W	13.62'
L52	S81°57'08"E	24.72'
L53	N43°56'41"E	20.06'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C22	550.00'	824.33'	85°52'27"	N31°00'47"E	749.32'
C69	480.00'	28.66'	3°25'03"	S39°05'06"W	28.64'
C70	520.00'	34.42'	3°47'34"	S42°55'53"W	34.42'
C71	390.00'	46.30'	6°48'08"	N41°23'36"E	46.27'
C72	520.00'	60.52'	6°52'18"	S49°13'50"W	60.44'
C73	390.00'	60.39'	8°52'18"	N49°13'50"E	60.33'
C74	520.00'	60.52'	6°52'18"	S56°06'08"W	60.44'
C75	390.00'	60.39'	8°52'18"	N56°06'08"E	60.33'
C76	520.00'	61.94'	6°49'30"	S65°57'01"W	61.90'
C77	390.00'	46.46'	6°49'30"	N65°57'01"E	46.43'
C78	520.00'	61.94'	6°49'30"	S72°46'31"W	61.90'
C79	390.00'	46.46'	6°49'30"	N72°46'31"E	46.43'
C80	520.00'	61.94'	6°49'30"	S79°36'01"W	61.90'
C81	390.00'	46.46'	6°49'30"	N79°36'01"E	46.43'
C82	520.00'	61.94'	6°49'30"	S86°25'31"W	61.90'
C83	390.00'	46.46'	6°49'30"	N86°25'31"E	46.43'
C84	520.00'	37.50'	4°08'45"	N88°06'22"W	37.50'
C85	390.00'	9.60'	1°24'38"	S89°27'25"E	9.60'
C86	40.00'	47.54'	68°05'47"	S54°42'13"E	44.79'
C87	25.00'	39.27'	90°00'00"	N41°02'59"W	35.36'
C88	40.00'	14.01'	20°03'54"	S10°33'23"E	13.94'
C89	25.00'	8.81'	20°11'23"	N14°02'42"E	8.76'
C90	40.00'	21.88'	31°20'29"	S15°04'49"W	21.61'
C91	180.00'	41.43'	13°11'19"	S24°09'23"W	41.34'
C92	30.00'	60.91'	69°48'06"	N11°52'34"E	57.22'
C93	180.00'	124.77'	39°42'53"	S02°17'43"E	122.28'
C94	30.00'	2.72'	1°56'01"	S21°10'44"E	2.72'
C95	30.00'	55.09'	63°03'39"	N54°34'53"W	52.34'
C96	20.00'	18.82'	53°55'05"	N52°32'20"E	18.13'
C97	80.00'	31.19'	22°20'16"	S00°02'10"E	30.99'
C98	80.00'	61.36'	43°56'41"	S24°06'18"W	59.87'
C99	50.00'	44.29'	50°45'14"	S68°28'40"W	42.86'
C100	20.00'	35.67'	102°11'36"	S49°24'19"E	31.13'
C101	20.00'	54.49'	156°06'41"	S76°21'52"E	39.18'
C138	25.00'	9.86'	22°36'37"	N35°27'43"E	9.80'

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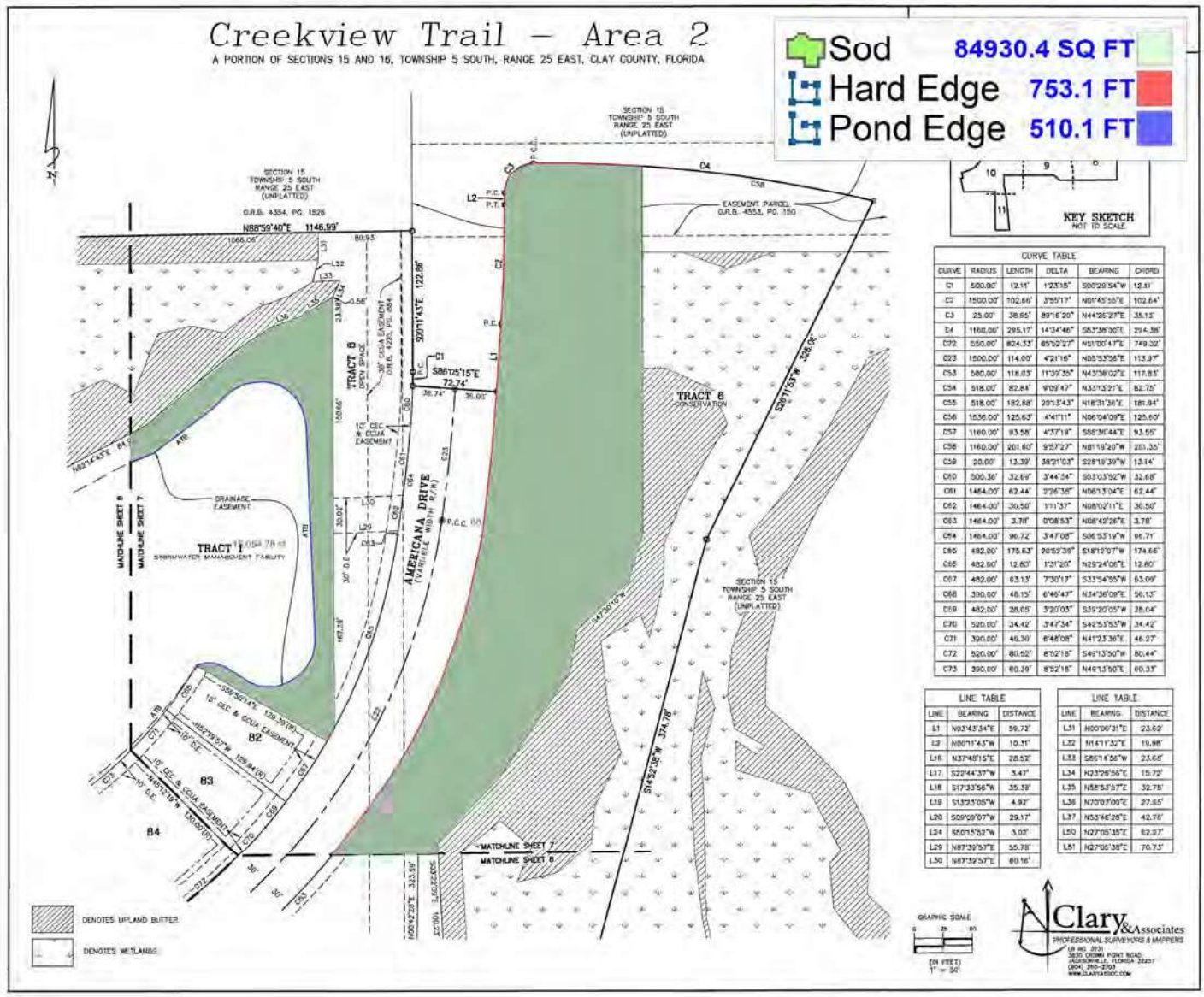
BK: 73 PG: 33

Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod	84930.4 SQ FT
Hard Edge	753.1 FT
Pond Edge	510.1 FT



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	500.00'	12.11'	1°23'15"	S00°29'54"W	12.11'
C2	1500.00'	102.66'	3°55'17"	N01°45'35"E	102.64'
C3	25.00'	38.95'	89°16'20"	N44°26'27"E	35.13'
C4	1160.00'	295.17'	14°34'46"	S83°38'30"E	294.36'
C22	550.00'	824.33'	85°52'27"	N01°00'43"E	749.32'
C23	1500.00'	114.09'	4°21'16"	N05°53'56"E	113.97'
C53	580.00'	118.03'	11°39'35"	N43°38'02"E	117.83'
C54	518.00'	82.84'	9°09'47"	N33°13'21"E	82.75'
C55	518.00'	182.88'	20°13'43"	N18°31'36"E	181.94'
C56	1536.00'	125.63'	4°41'11"	N06°04'09"E	125.60'
C57	1160.00'	93.58'	4°37'19"	S88°36'44"E	93.55'
C58	1160.00'	201.60'	9°57'27"	N81°19'20"W	201.35'
C59	20.00'	13.39'	38°21'03"	S28°19'39"W	13.14'
C60	500.38'	32.69'	3°44'54"	S03°03'52"W	32.68'
C61	1464.00'	62.44'	2°26'36"	N06°13'04"E	62.44'
C62	1464.00'	30.50'	1°11'37"	N08°02'11"E	30.50'
C63	1464.00'	3.78'	0°08'53"	N08°43'26"E	3.78'
C64	1464.00'	96.72'	3°47'08"	S06°53'19"W	96.71'
C65	482.00'	175.63'	20°52'39"	S18°13'07"W	174.66'
C66	482.00'	12.60'	1°31'25"	N29°24'08"E	12.60'
C67	482.00'	63.13'	7°30'17"	S33°54'55"W	63.09'
C68	390.00'	48.15'	6°46'43"	N34°36'09"E	56.13'
C69	482.00'	28.05'	3°20'03"	S39°20'05"W	28.04'
C70	520.00'	34.42'	3°47'34"	S42°53'53"W	34.42'
C71	390.00'	46.30'	6°48'08"	N41°23'36"E	46.27'
C72	520.00'	80.52'	8°52'18"	S49°13'50"W	80.44'
C73	390.00'	60.39'	8°52'18"	N49°13'50"E	60.33'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N03°43'34"E	59.72'
L2	N00°11'45"W	10.31'
L16	N37°48'15"E	28.52'
L17	S22°44'37"W	3.43'
L18	S17°33'56"W	35.39'
L19	S13°25'05"W	4.92'
L20	S09°09'07"W	29.17'
L24	S50°15'52"W	3.03'
L29	N87°39'57"E	55.78'
L30	N87°39'57"E	60.16'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N00°00'31"E	23.62'
L32	N14°11'32"E	19.98'
L33	S85°14'36"W	23.66'
L34	N23°26'56"E	15.72'
L35	N58°53'57"E	32.78'
L36	N70°07'00"E	27.65'
L37	N53°46'28"E	42.76'
L50	N27°05'35"E	62.97'
L51	N27°05'35"E	70.73'

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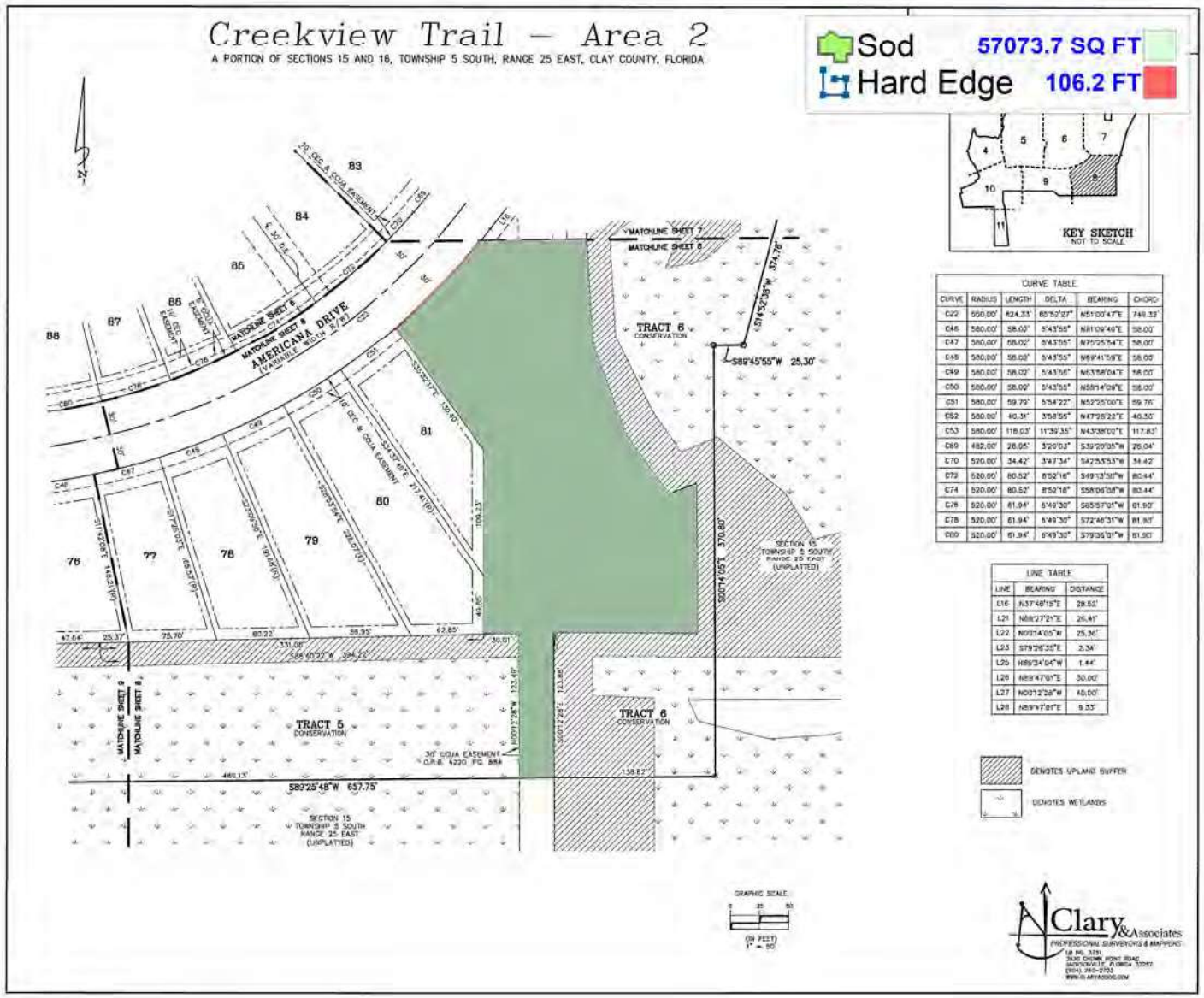
BK: 73 PG: 33

Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod 57073.7 SQ FT

Hard Edge 106.2 FT



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C22	550.00'	624.33'	65°02'27"	N51°00'47"E	749.33'
C46	580.00'	58.03'	5°43'55"	N81°09'46"E	58.00'
C47	580.00'	58.02'	5°43'55"	N75°25'54"E	58.00'
C48	580.00'	58.02'	5°43'55"	N69°41'59"E	58.00'
C49	580.00'	58.02'	5°43'55"	N63°58'04"E	58.00'
C50	580.00'	58.02'	5°43'55"	N58°14'09"E	58.00'
C51	580.00'	59.79'	5°54'22"	N52°25'00"E	59.76'
C52	580.00'	40.31'	3°58'55"	N47°28'22"E	40.30'
C53	580.00'	118.03'	11°39'35"	N43°38'02"E	117.83'
C69	482.00'	28.05'	3°20'03"	S39°20'05"W	28.04'
C70	520.00'	34.42'	3°47'34"	S42°53'53"W	34.42'
C72	520.00'	80.52'	8°52'16"	S49°13'50"W	80.44'
C74	520.00'	80.52'	8°52'16"	S58°06'06"W	80.44'
C76	520.00'	61.94'	6°49'30"	S65°57'01"W	61.90'
C78	520.00'	61.94'	6°49'30"	S72°46'31"W	61.90'
C80	520.00'	61.94'	6°49'30"	S79°35'01"W	61.90'

LINE TABLE

LINE	BEARING	DISTANCE
L16	N37°48'15"E	28.52'
L21	N88°27'21"E	26.41'
L22	N00°14'05"W	25.36'
L23	S79°26'35"E	2.34'
L25	N89°34'04"W	1.44'
L26	N89°47'01"E	30.00'
L27	N00°12'28"W	40.00'
L28	N89°47'01"E	9.33'

DENOTES UPLAND BUFFER

DENOTES WETLANDS

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS

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BK: 73 PG: 45

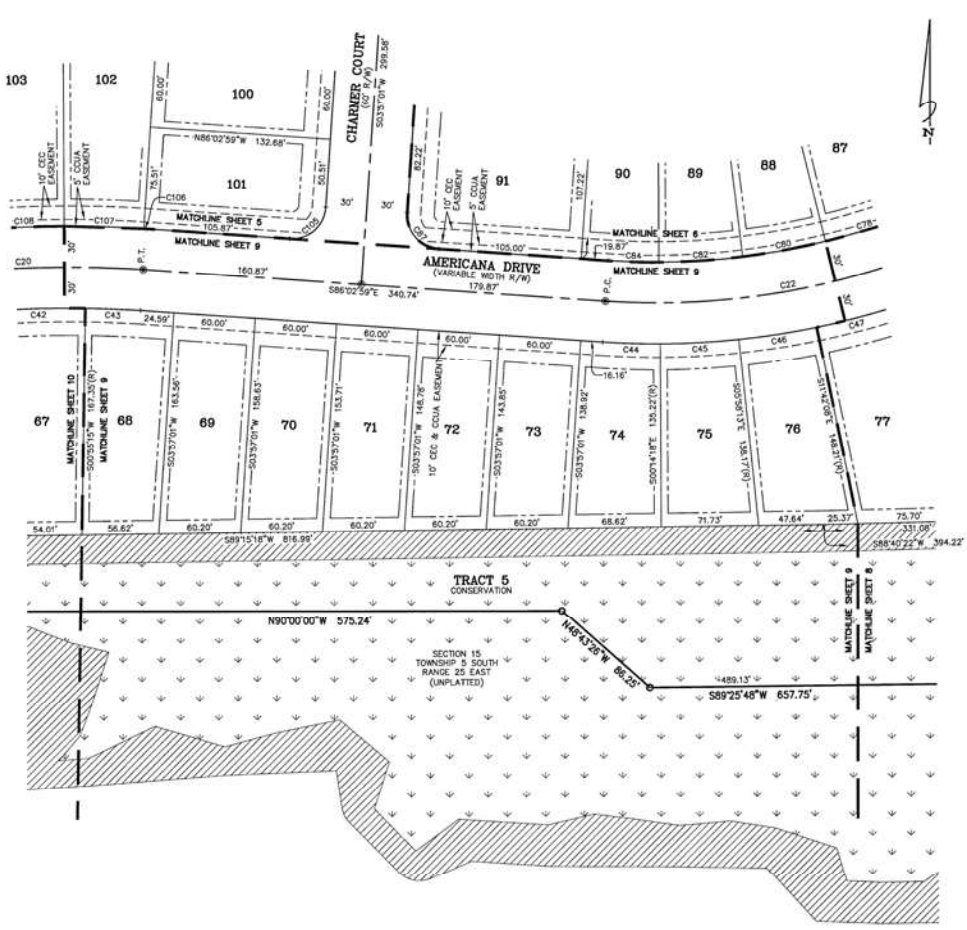
Creekview Trail – Area 2

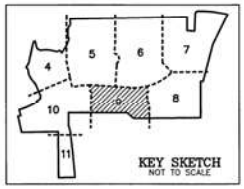
A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 73 PAGE 45

SHEET 9 OF 11 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND





CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C20	800.00'	380.62'	27°15'35"	S80°19'13"W	377.04'
C22	550.00'	824.33'	85°52'27"	N51°00'47"E	749.32'
C42	770.00'	68.98'	5°07'58"	N88°21'17"E	68.96'
C43	770.00'	40.71'	3°01'45"	S87°33'52"E	40.71'
C44	580.00'	42.40'	4°11'19"	S88°08'39"E	42.39'
C45	580.00'	58.02'	5°43'55"	N86°53'44"E	58.00'
C46	580.00'	58.02'	5°43'55"	N81°09'49"E	58.00'
C47	580.00'	58.02'	5°43'55"	N75°25'54"E	58.00'
C78	520.00'	61.94'	6°49'30"	S72°46'31"W	61.90'
C80	520.00'	61.94'	6°49'30"	S79°36'01"W	61.90'
C82	520.00'	61.94'	6°49'30"	S86°25'31"W	61.90'
C84	520.00'	37.32'	4°06'45"	N88°06'22"W	37.32'
C87	25.00'	39.27'	90°00'00"	N41°02'59"W	35.36'
C105	25.00'	39.27'	90°00'00"	S48°57'01"W	35.36'
C106	830.00'	1.66'	0°06'52"	N86°06'25"W	1.66'
C107	830.00'	58.60'	4°02'43"	N88°11'13"W	58.59'
C108	830.00'	58.60'	4°02'43"	S87°46'04"W	58.59'

DENOTES UPLAND BUFFER

DENOTES WETLANDS

GRAPHIC SCALE
0 25 50
(IN FEET)
1" = 50'

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
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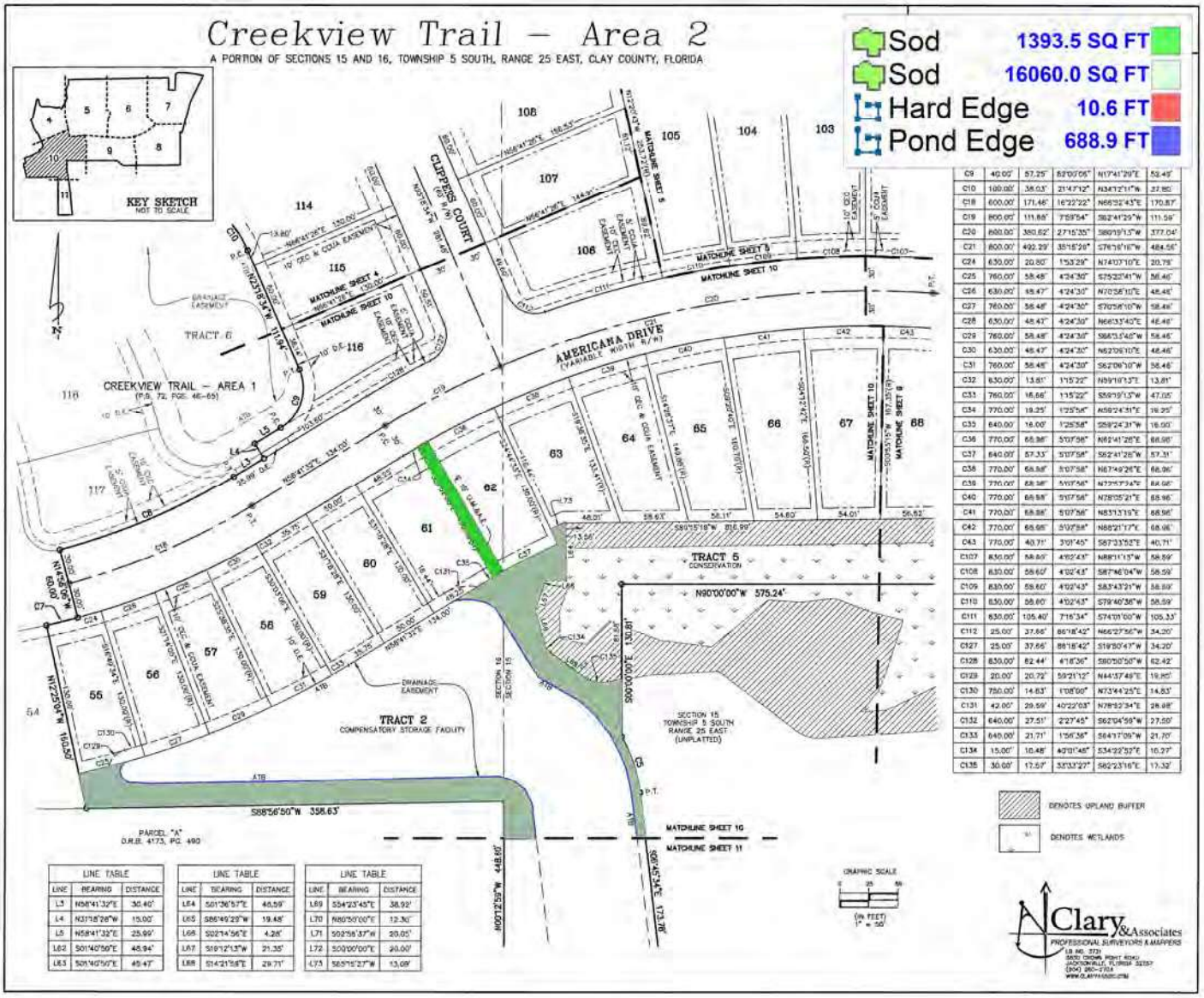
INC: 73 PG: 36

Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA



LINE TABLE		
LINE	BEARING	DISTANCE
L3	N58°41'32"E	30.40'
L4	N31°18'28"W	15.00'
L5	N58°41'32"E	25.99'
L62	S01°40'50"E	46.94'
L63	S01°40'50"E	49.47'

LINE TABLE		
LINE	BEARING	DISTANCE
L64	S01°36'57"E	46.59'
L65	S86°49'29"W	19.48'
L66	S02°14'56"E	4.28'
L67	S19°12'13"W	21.35'
L68	S14°21'58"E	29.71'

LINE TABLE		
LINE	BEARING	DISTANCE
L69	S54°23'45"E	38.92'
L70	N80°50'00"E	12.30'
L71	S02°58'37"W	20.05'
L72	S00°00'00"E	20.00'
L73	S65°15'27"W	13.08'

C9	40.00'	57.25'	82°00'05"	N17°41'29"E	52.49'
C10	100.00'	38.03'	21°47'12"	N34°12'11"W	37.80'
C18	600.00'	171.46'	16°22'22"	N66°52'43"E	170.87'
C19	800.00'	111.88'	7°59'54"	S62°41'29"W	111.59'
C20	800.00'	380.62'	27°15'35"	S80°19'13"W	377.04'
C21	800.00'	492.29'	35°15'26"	S76°16'16"W	484.56'
C24	630.00'	20.80'	1°53'29"	N74°07'10"E	20.79'
C25	760.00'	58.48'	4°24'30"	S75°20'41"W	58.46'
C26	630.00'	48.47'	4°24'30"	N70°56'10"E	48.46'
C27	760.00'	58.48'	4°24'30"	S70°56'10"W	58.46'
C28	630.00'	48.47'	4°24'30"	N66°33'40"E	48.46'
C29	760.00'	58.48'	4°24'30"	S66°33'40"W	58.46'
C30	630.00'	48.47'	4°24'30"	N62°09'10"E	48.46'
C31	760.00'	58.48'	4°24'30"	S62°09'10"W	58.46'
C32	630.00'	13.81'	1°15'22"	N59°19'13"E	13.81'
C33	760.00'	16.66'	1°15'22"	S59°19'13"W	47.05'
C34	770.00'	19.25'	1°25'56"	N58°24'31"E	19.25'
C35	640.00'	16.00'	1°25'56"	S58°24'31"W	16.00'
C36	770.00'	68.96'	5°07'56"	N62°41'28"E	68.96'
C37	640.00'	57.33'	5°07'56"	S62°41'28"W	57.31'
C38	770.00'	68.96'	5°07'56"	N67°49'26"E	68.96'
C39	770.00'	68.96'	5°07'56"	N72°57'24"E	68.96'
C40	770.00'	68.96'	5°07'56"	N78°05'21"E	68.96'
C41	770.00'	68.96'	5°07'56"	N83°13'19"E	68.96'
C42	770.00'	68.96'	5°07'56"	N88°21'17"E	68.96'
C43	770.00'	40.71'	3°01'45"	S87°23'52"E	40.71'
C107	830.00'	58.60'	4°02'43"	N88°11'13"W	58.59'
C108	830.00'	58.60'	4°02'43"	S87°46'04"W	58.59'
C109	830.00'	58.60'	4°02'43"	S83°43'21"W	58.59'
C110	830.00'	58.60'	4°02'43"	S79°40'38"W	58.59'
C111	830.00'	105.40'	7°16'34"	S74°01'00"W	105.33'
C112	25.00'	37.66'	86°18'42"	N66°27'56"W	34.20'
C127	25.00'	37.66'	86°18'42"	S19°50'47"W	34.20'
C128	830.00'	62.44'	4°18'36"	S80°50'50"W	62.42'
C129	20.00'	20.72'	59°21'12"	N44°57'49"E	19.80'
C130	750.00'	14.63'	1°08'00"	N73°44'25"E	14.63'
C131	42.00'	29.59'	40°22'03"	N78°52'34"E	28.98'
C132	640.00'	27.51'	2°27'45"	S62°04'59"W	27.50'
C133	640.00'	21.71'	1°56'36"	S64°17'09"W	21.70'
C134	15.00'	10.48'	40°01'46"	S34°22'52"E	10.27'
C135	30.00'	17.59'	33°33'27"	S62°23'16"E	17.32'

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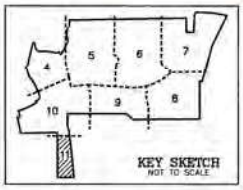
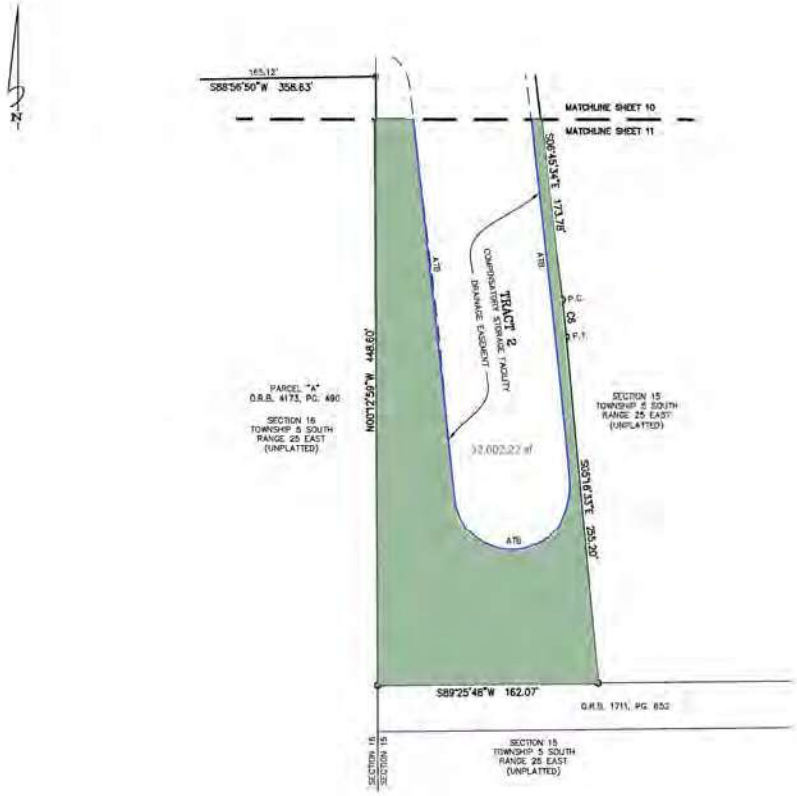
BK: 73 PG: 37

Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod	33235.3 SQ FT
Pond Edge	688.1 FT





CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C6	1082.00'	27.38'	1°27'00"	S06°02'03"E	27.38'

GRAPHIC SCALE
0 25 50
(IN FEET)
1" = 50'

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CFN # 100000143 4, PB BK: 69 PG: 6, Pages1/ 6, Recorded 12/1/2022 1:14 PM,
TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL
Deputy Clerk IANNUCCIS

Verbena Parkway at Hyland Trail Phase 1

PLAT BOOK 69 PAGE 6

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

SHEET 1 OF 6 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

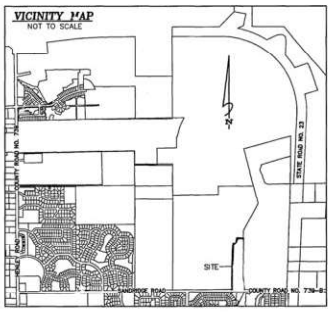
CAPTION

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE SOUTH 89°25'41" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1255.65 FEET, TO THE EASTERLY LINE OF EXCEPTION PARCEL C, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1598, PAGE 1299, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTHERLY AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 14°31'45" EAST, 692.66 FEET; COURSE NO. 2: SOUTH 28°24'11" WEST, 1030.02 FEET; COURSE NO. 3: SOUTH 00°57'26" WEST, 249.83 FEET, TO THE POINT OF BEGINNING; COURSE NO. 4: CONTINUE SOUTH 00°57'26" WEST, 1340.67 FEET; COURSE NO. 5: SOUTH 06°24'08" EAST, 479.77 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SANDRIDGE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED; THENCE SOUTH 89°33'55" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SANDRIDGE ROAD, 438.57 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°34'03" EAST, 42.43 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°25'49" WEST, 224.17 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2030.00 FEET, AN ARC DISTANCE OF 49.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°16'03" EAST, 49.43 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°57'54" EAST, 912.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 330.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°19'45" EAST, 330.25 FEET; THENCE SOUTH 80°18'24" EAST, 80.00 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2090.00 FEET, AN ARC DISTANCE OF 202.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°28'25" EAST, 202.75 FEET; THENCE NORTH 90°00'00" EAST, 200.88 FEET, TO THE POINT OF BEGINNING.

CONTAINING 13.79 ACRES, MORE OR LESS.

VICINITY MAP
NOT TO SCALE



COUNTY COMMISSIONERS' APPROVAL

EXAMINED AND APPROVED THIS 22 DAY OF November A.D. 2022.
BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA.

Betsy Condon, CHAIRMAN

TARA S. GREEN, CLERK OF COURT AND COMPTROLLER, EX OFFICIO CLERK TO THE BOARD

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN RECORDED IN PLAT BOOK 69 PAGES 6-11 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA ON THIS 1st DAY OF DECEMBER, A.D. 2022.

TARA S. GREEN, CLERK OF COURT AND COMPTROLLER, EX OFFICIO CLERK TO THE BOARD

COUNTY ENGINEER APPROVAL

EXAMINED AND APPROVED THIS 28th DAY OF November A.D. 2022.

DIRECTOR OF ENGINEERING

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICES APPROVAL

EXAMINED AND APPROVED THIS 28th DAY OF November A.D. 2022.

DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES

CERTIFICATE OF REVIEW BY SURVEYOR/MAPPER

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THEY HAVE REVIEWED THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA, IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177.081(1), FLORIDA STATUTES, AND HAS DETERMINED THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. THE UNDERSIGNED DID NOT PREPARE THIS PLAT. THIS CERTIFICATE IS MADE AS OF THE 6th DAY OF December, 2022.

RICK LEE MECKLENBURG
FLORIDA REGISTRATION LAND SURVEYOR NO. 5920
3830 CROWN POINT ROAD JACKSONVILLE, FLORIDA 32257

SURVEYOR'S CERTIFICATE

KNOW ALL YE MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED, AND WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF PART 1, CHAPTER 177 FLORIDA STATUTES. SIGNED AND SEALED THIS 2nd DAY OF December, 2022 A.D.

MICHAEL J. COLLIGAN
FLORIDA REGISTERED LAND SURVEYOR NO. 6788
CLARY AND ASSOCIATES
L.B. NO. 3731
3830 CROWN POINT ROAD JACKSONVILLE, FLORIDA 32257

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
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Verbena Parkway at Hyland Trail Phase 1

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 69 PAGE 7

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT CREEKVIEW GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREINAFTER 'DEDICATOR', IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOWN AS VERBENA PARKWAY AT HYLAND TRAIL PHASE 1, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

ALL DRAINAGE EASEMENTS, AS SHOWN HEREON ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT (THE "CDD"), ITS SUCCESSORS AND ASSIGNS, ON A NON-EXCLUSIVE BASIS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

THE DRAINAGE EASEMENTS HEREBY SHALL PERMIT THE CDD, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID LAKES AND FILTRATION SYSTEMS WHICH THESE EASEMENT TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON ALL BOULEVARDS, ROADS, DRIVES, LANES, COURTS, PLACES, AND STREETS HEREBY DEDICATED, TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS, AND ALL OTHER SUBSTANCES WHICH MAY FLOW OR PASS FROM SAID TRAILS, COURTS, LANES AND STREETS, FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID LAKES AND FILTRATION SYSTEMS, AND SHALL PERMIT CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID LAKES AND FILTRATION SYSTEMS WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON THE FUTURE RIGHT OF WAY HEREBY DEDICATED TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS, AND ALL OTHERS SUBSTANCES WHICH MAY FLOW OR PASS FROM SAID FUTURE RIGHT OF WAY, FROM ADJACENT LAND., OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID LAKES AND FILTRATION SYSTEMS, ALL OF THE ABOVE SHALL BE WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS FOR ANY DAMAGE, INJURIES, OR LOSSES TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OF USE OF THESE DRAINAGE EASEMENTS BY THE CDD, ITS SUCCESSORS AND ASSIGNS, OR BY CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS.

CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE OR DESTRUCTION OF WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEDICATOR OR ANY OTHER PERSON WITHIN TRACT 1 SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE EXISTENCE OF THE LAKES AND FILTRATION SYSTEMS AND THAT WHICH RETAINS IT TO EFFECT ADEQUATE DRAINAGE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REMOVE ANY WATER LEVEL CONTROL STRUCTURES OR ANY PART THEREOF. THE DEDICATOR, AS OWNER OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY CLAY COUNTY AND SAVE IT HARMLESS FROM ANY SUITS, ACTION, DAMAGES AND LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE LAKE AND FILTRATION SYSTEMS DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OF OMISSION OF THE DEDICATOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONARIES WITHIN VERBENA PARKWAY AT HYLAND TRAIL PHASE 1. THIS INDEMNIFICATION SHALL RUN WITH THE LAND AND THE ASSIGNS OF THE DEDICATOR AND SHALL BE SUBJECT TO IT.

TRACT 1 (STORMWATER MANAGEMENT FACILITY, OPEN SPACE) AND TRACT 2 (CONSERVATION), AS SHOWN HEREON, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CDD, ITS SUCCESSORS AND ASSIGNS. THE CDD, ITS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THE STORMWATER MANAGEMENT FACILITIES CONSTRUCTED AND INSTALLED WITHIN TRACT 1.

THE ROAD RIGHT-OF-WAY DESIGNATED ON THE PLAT AS VERBENA PARKWAY, IS HEREBY DEDICATED TO CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS.

EXCEPT FOR THE ROAD RIGHT-OF-WAY DESIGNATED HEREON AS VERBENA PARKWAY, THE BOARD OF COUNTY COMMISSIONERS EXPRESSLY REJECTS ANY ROAD, STREET, DRAINAGE, OR OTHER COMMON FACILITY FOR MAINTENANCE BY CLAY COUNTY.

IN THE EVENT OF A TERMINATION OR DISSOLUTION OF THE CDD, IN ACCORDANCE WITH SECTION 190.046, FLORIDA STATUTES, OR ITS FAILURE TO MAINTAIN THE ROADWAYS AND DRAINAGE FACILITIES, NONE OF THE FOREGOING SHALL PROHIBIT CLAY COUNTY FROM ESTABLISHING A MUNICIPAL SERVICE TAXING UNIT, MUNICIPAL SERVICE BENEFIT UNIT, STORMWATER UTILITY, TRANSPORTATION UTILITY, OR ANY OTHER SPECIAL ASSESSMENT/FEE SYSTEM WITHIN ANY SUBDIVISION FOR THE FURNISHING OF THE ROADS, STREETS, DRAINAGE, OR OTHER BENEFITS. NOR SHALL ANY OF THE FOREGOING PROHIBIT THE ACCEPTANCE FOR MAINTENANCE OF ROADS OR COMMON FACILITIES BY THE CLAY COUNTY COMMISSION IF AFTER THE FILING OF ANY PLAT, THE FACILITIES TO BE ACCEPTED BY THE BOARD OF MAINTENANCE ARE UPGRADED TO COUNTY ACCEPTANCE STANDARDS BY CONTRIBUTION OF THE LOCAL DEVELOPER OR HOMEOWNERS BY ESTABLISHMENT OF A MUNICIPAL SERVICE BENEFIT UNIT.

ALL EASEMENTS, FOR THE WATER AND SEWER SYSTEMS, MARKED C.C.U.A. AND SHOWN ON THIS PLAT, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY UTILITY AUTHORITY (C.C.U.A.), ITS SUCCESSORS AND ASSIGNS.

A NON-EXCLUSIVE EASEMENT OVER, UPON AND UNDER THE ROAD RIGHT-OF-WAY DESIGNATED ON THIS PLAT, AS VERBENA PARKWAY IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO C.C.U.A., ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF C.C.U.A. UTILITIES, TOGETHER WITH THE RIGHT OF C.C.U.A. ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS TO AND OVER SAID ROAD RIGHTS-OF-WAY.

ALL EASEMENTS FOR THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM, MARKED C.E.C. AND SHOWN ON PLAT, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY ELECTRIC COOPERATIVE, INC. ("C.E.C."), ITS SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, CREEKVIEW GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

THIS 9th DAY OF December, A.D., 2022.

CREEKVIEW GP, LLC

CREEKVIEW GP, LLC
A DELAWARE LIMITED LIABILITY COMPANY

By: Liam O'Reilly
Print Name: LIAM O'REILLY
Title: VICE PRESIDENT

Witness: [illegible]
Print Name: [illegible]
Witness: Courtney H. Lemma
Print Name: Courtney H. Lemma

NOTARY FOR CREEKVIEW GP, LLC

STATE: Florida
COUNTY: Clay

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 9 DAY OF December, 2022, A.D., BY LIAM O'REILLY, AS VICE PRESIDENT OF CREEKVIEW GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, [ ] WHO IS PERSONALLY KNOWN TO ME OR [✓] WHO HAS PRODUCED A FL DL AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA
PRINT NAME: Erin Smith
COMMISSION # HH 214164
MY COMMISSION EXPIRES 3/25/24

SUBDIVISION IMPROVEMENT GUARANTEE:

AS A CONDITION PRECEDENT TO THE RECORDATION OF THIS PLAT IN THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") DOES HEREBY GUARANTEE TO EACH AND EVERY PERSON, FIRM, COPARTNERSHIP OR CORPORATION, THEIR HEIRS, SUCCESSORS AND ASSIGNS, WHO SHALL PURCHASE A LOT OR LOTS IN SAID SUBDIVISION FROM SAID OWNER THAT SAID OWNER SHALL WITHIN 24 MONTHS OF THE DATE OF ACCEPTANCE OF THE STREET AND DRAINAGE IMPROVEMENTS BY THE DISTRICT THEREOF FULLY COMPLY WITH EACH AND EVERY REGULATION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, COVERING SUBDIVISIONS IN EFFECT AT THE TIME OF FILING OF THIS PLAT INSOFAR AS THE SAME AFFECTS A LOT OR LOTS SOLD.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES

By: Liam O'Reilly
Print Name: LIAM O'REILLY
Title: CHAIRMAN OF THE BOARD OF SUPERVISORS

Witness: [illegible]
Print Name: [illegible]
Witness: Courtney H. Lemma
Print Name: Courtney H. Lemma

NOTARY FOR CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

STATE: Florida
COUNTY: Clay

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 30 DAY OF November, 2022, A.D., BY LIAM O'REILLY, AS CHAIRMAN OF THE BOARD OF SUPERVISORS OF CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE DISTRICT, [ ] WHO IS PERSONALLY KNOWN TO ME OR [ ] WHO HAS PRODUCED A FL ID AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA
PRINT NAME: Erin Smith
COMMISSION # HH 214164
MY COMMISSION EXPIRES 3/25/24

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3850 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

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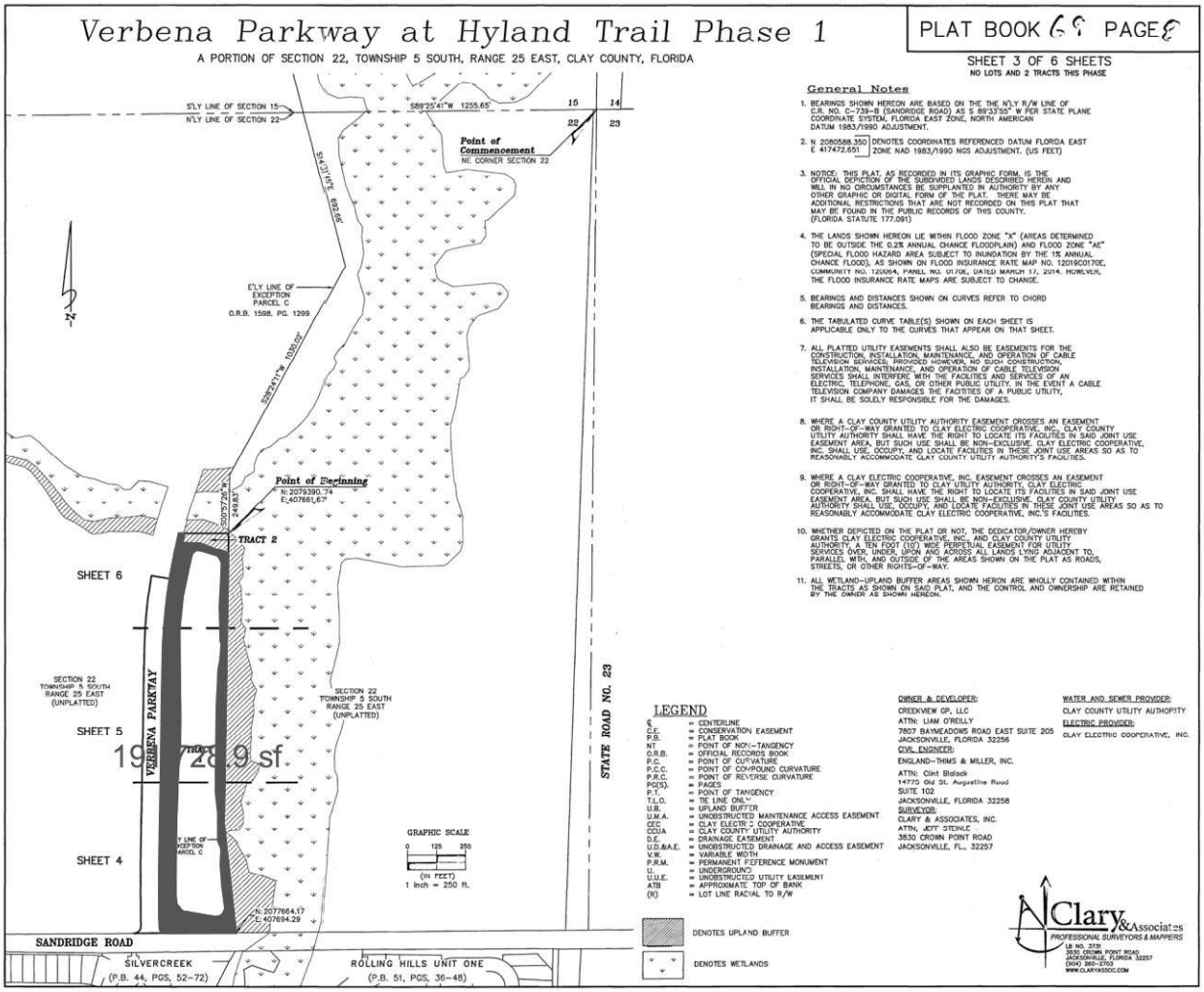
Verbena Parkway at Hyland Trail Phase 1

PLAT BOOK 69 PAGE 8

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

SHEET 3 OF 6 SHEETS
NO LOTS AND 2 TRACTS THIS PHASE



19.72±8.9 ac

General Notes

1. BEARINGS SHOWN HEREON ARE BASED ON THE THE N'LY R/W LINE OF C.R. NO. C-739-B (SANDRIDGE ROAD) AS S 89°33'55" W PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. N 2080588.350 / E 417472.651 DENOTES COORDINATES REFERENCED DATUM FLORIDA EAST ZONE NAD 1983/1990 NGS ADJUSTMENT. (US FEET)
3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. (FLORIDA STATUTE 177.091)
4. THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND FLOOD ZONE "AE" (SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD), AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 12019C0170E, COMMUNITY NO. 120064, PANEL NO. 0170E, DATED MARCH 17, 2014. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
5. BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.
6. THE TABULATED CURVE TABLE(S) SHOWN ON EACH SHEET IS APPLICABLE ONLY TO THE CURVES THAT APPEAR ON THAT SHEET.
7. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
8. WHERE A CLAY COUNTY UTILITY AUTHORITY EASEMENT CROSSES AN EASEMENT OR RIGHT-OF-WAY GRANTED TO CLAY ELECTRIC COOPERATIVE, INC., CLAY COUNTY UTILITY AUTHORITY SHALL HAVE THE RIGHT TO LOCATE ITS FACILITIES IN SAID JOINT USE EASEMENT AREA, BUT SUCH USE SHALL BE NON-EXCLUSIVE. CLAY ELECTRIC COOPERATIVE, INC. SHALL USE, OCCUPY, AND LOCATE FACILITIES IN THESE JOINT USE AREAS SO AS TO REASONABLY ACCOMMODATE CLAY COUNTY UTILITY AUTHORITY'S FACILITIES.
9. WHERE A CLAY ELECTRIC COOPERATIVE, INC. EASEMENT CROSSES AN EASEMENT OR RIGHT-OF-WAY GRANTED TO CLAY UTILITY AUTHORITY, CLAY ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT TO LOCATE ITS FACILITIES IN SAID JOINT USE EASEMENT AREA, BUT SUCH USE SHALL BE NON-EXCLUSIVE. CLAY COUNTY UTILITY AUTHORITY SHALL USE, OCCUPY, AND LOCATE FACILITIES IN THESE JOINT USE AREAS SO AS TO REASONABLY ACCOMMODATE CLAY ELECTRIC COOPERATIVE, INC.'S FACILITIES.
10. WHETHER DEPICTED ON THE PLAT OR NOT, THE DEDICATOR/OWNER HEREBY GRANTS CLAY ELECTRIC COOPERATIVE, INC., AND CLAY COUNTY UTILITY AUTHORITY, A TEN FOOT (10') WIDE PERPETUAL EASEMENT FOR UTILITY SERVICES OVER, UNDER, UPON AND ACROSS ALL LANDS LYING ADJACENT TO, PARALLEL WITH, AND OUTSIDE OF THE AREAS SHOWN ON THE PLAT AS ROADS, STREETS, OR OTHER RIGHTS-OF-WAY.
11. ALL WETLAND-UPLAND BUFFER AREAS SHOWN HEREON ARE WHOLLY CONTAINED WITHIN THE TRACTS AS SHOWN ON SAID PLAT, AND THE CONTROL AND OWNERSHIP ARE RETAINED BY THE OWNER AS SHOWN HEREON.

LEGEND

℄	= CENTERLINE
C.E.	= CONSERVATION EASEMENT
P.B.	= PLAT BOOK
NT	= POINT OF NON-TANGENCY
O.R.B.	= OFFICIAL RECORDS BOOK
P.C.	= POINT OF CURVATURE
P.C.C.	= POINT OF COMPOUND CURVATURE
P.R.C.	= POINT OF REVERSE CURVATURE
PG(S).	= PAGES
P.T.	= POINT OF TANGENCY
T.L.O.	= TIE LINE ONLY
U.B.	= UPLAND BUFFER
U.M.A.	= UNOBSTRUCTED MAINTENANCE ACCESS EASEMENT
CEC	= CLAY ELECTRIC COOPERATIVE
CCUA	= CLAY COUNTY UTILITY AUTHORITY
D.E.	= DRAINAGE EASEMENT
U.D.&A.E.	= UNOBSTRUCTED DRAINAGE AND ACCESS EASEMENT
V.W.	= VARIABLE WIDTH
P.R.M.	= PERMANENT REFERENCE MONUMENT
U.	= UNDERGROUND
U.U.E.	= UNOBSTRUCTED UTILITY EASEMENT
ATB	= APPROXIMATE TOP OF BANK
(R)	= LOT LINE RADIAL TO R/W

OWNER & DEVELOPER:
CREEKVIEW GP, LLC
ATTN: LIAM O'REILLY
7807 BAYMEADOWS ROAD EAST SUITE 205
JACKSONVILLE, FLORIDA 32256

CIVIL ENGINEER:
ENGLAND-THIMS & MILLER, INC.
ATTN: Clint Blalock
14775 Old St. Augustine Road
SUITE 102
JACKSONVILLE, FLORIDA 32258

SURVEYOR:
CLARY & ASSOCIATES, INC.
ATTN: JEFF STONE
3830 CROWN POINT ROAD
JACKSONVILLE, FL, 32257

WATER AND SEWER PROVIDER:
CLAY COUNTY UTILITY AUTHORITY

ELECTRIC PROVIDER:
CLAY ELECTRIC COOPERATIVE, INC.

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-3703
WWW.CLARYASSOC.COM

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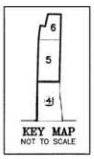
Verbena Parkway at Hyland Trail Phase 1

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 69 PAGE 9

SHEET 4 OF 6 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	30.00'	47.12'	89°59'44"	N44°34'03"E	42.42'
C2	2030.00'	49.43'	1°23'43"	N00°16'03"E	49.43'
C5	1990.00'	48.46'	1°23'43"	S00°16'03"W	48.46'
C9	30.00'	47.13'	90°00'16"	S45°25'57"E	42.43'
C10	1950.00'	47.49'	1°23'43"	S00°16'03"W	47.49'
C15	1950.00'	29.95'	0°52'48"	S00°00'35"W	29.95'
C16	1950.00'	17.53'	0°30'55"	S00°42'27"W	17.53'

LINE TABLE		
LINE	BEARING	DISTANCE
L6	N34°09'58"W	42.20'
L7	N34°09'58"W	74.68'
L8	N09°16'09"W	69.40'
L9	N89°16'09"W	69.41'
L10	S88°04'26"E	72.41'
L11	S88°04'26"E	72.91'
L18	N00°25'49"W	34.98'
L19	N00°25'49"W	34.98'
L20	N00°25'49"W	21.25'
L21	N00°25'49"W	15.98'

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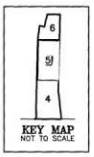
Verbena Parkway at Hyland Trail Phase 1

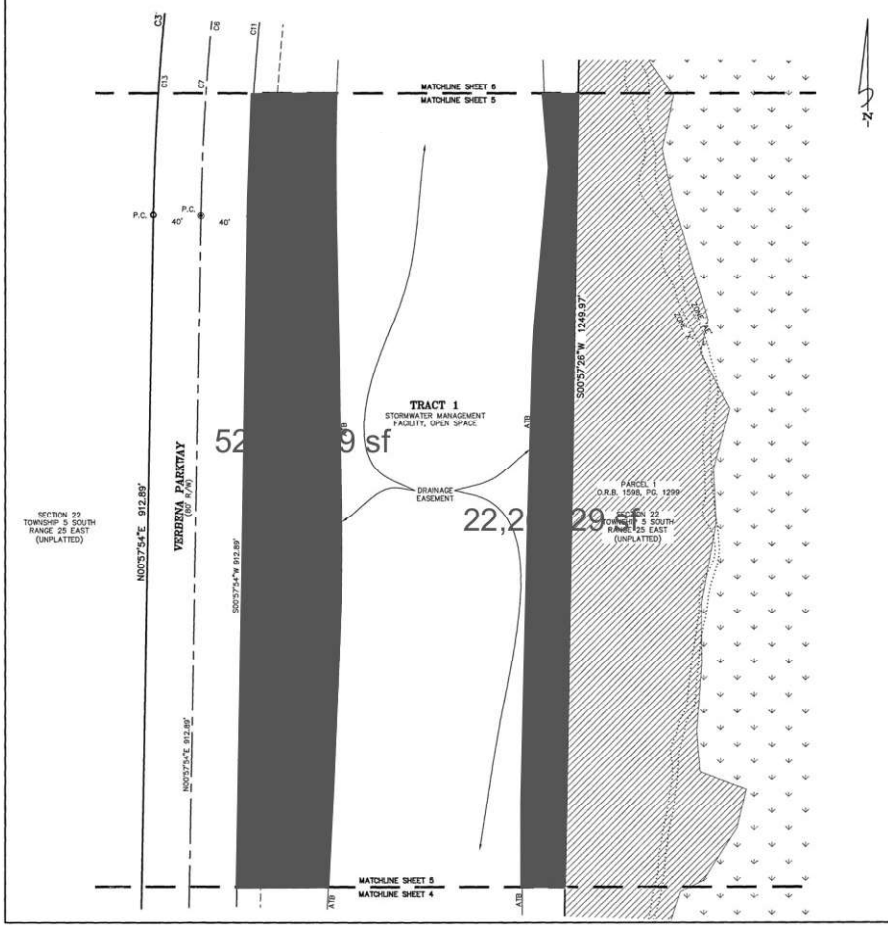
A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 67 PAGE 10

SHEET 5 OF 6 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND





CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C3	2170.00'	330.57'	8°43'42"	N05°19'45"E	330.25'
C6	2130.00'	324.48'	8°43'42"	S05°19'45"W	324.17'
C7	2130.00'	223.88'	6°01'21"	S03°58'34"W	223.78'
C11	2090.00'	318.39'	8°43'42"	S05°19'45"W	318.08'
C13	2170.00'	228.09'	6°01'21"	S03°58'34"W	227.98'
C17	2090.00'	166.75'	4°34'17"	S03°15'03"W	166.71'

LINE TABLE		
LINE	BEARING	DISTANCE
L12	S89°02'19"E	81.92'
L13	S89°02'19"E	81.86'

GRAPHIC SCALE
0 25 50
(IN FEET)
1" = 50'

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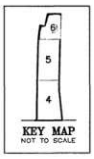
Verbena Parkway at Hyland Trail Phase 1

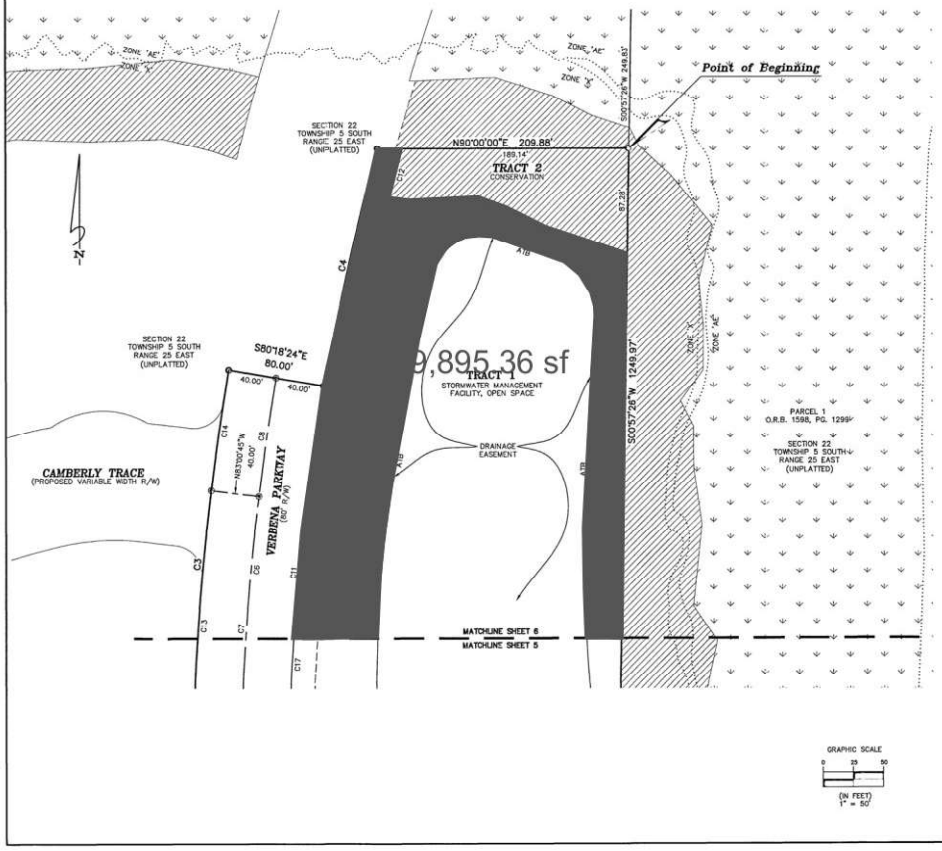
A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 69 PAGE 11

SHEET 6 OF 6 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND





CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C3	2170.00'	330.57'	8°43'42"	N05°19'45"E	330.25'
C4	2090.00'	202.83'	5°33'37"	N12°26'25"E	202.75'
C6	2130.00'	324.48'	8°43'42"	S05°19'45"W	324.17'
C7	2130.00'	223.88'	6°01'21"	S03°56'34"W	223.78'
C8	2130.00'	100.60'	2°42'22"	S08°20'26"W	100.59'
C11	2090.00'	318.39'	8°43'42"	S05°19'45"W	318.08'
C12	2070.00'	43.15'	1°11'40"	S14°48'27"W	43.15'
C13	2170.00'	228.09'	6°01'21"	S03°56'34"W	227.96'
C14	2170.00'	102.49'	2°42'22"	S08°20'26"W	102.48'
C17	2090.00'	166.75'	4°34'17"	S03°15'03"W	166.71'
C18	2090.00'	30.00'	0°49'21"	S05°56'51"W	30.00'
C19	2090.00'	121.64'	3°20'04"	S08°01'34"W	121.62'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S85°37'42"E	18.84'
L2	N87°46'50"E	55.95'
L3	S72°05'50"E	25.25'
L4	S63°23'51"E	21.68'
L5	S63°23'40"E	15.14'
L14	N83°51'19"W	66.97'
L15	N83°51'19"W	67.07'

GRAPHIC SCALE
0 25 50
(IN FEET)
1" = 50'

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CFN # 100001452, PB BK: 71 PG: 37, Pages: 1 of 14, Recorded 9/14/2023 3:09 PM,
TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL
Deputy Clerk IANNUCCIS

Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 71 PAGE 37

SHEET 1 OF 14 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

CAPTION

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER OF THE NORTHERLY TERMINUS OF VERBENA PARKWAY, AS SHOWN ON THE PLAT OF VERBENA PARKWAY AT HMLAND TRAIL PHASE 1, AS RECORDED IN PLAT BOOK 69, PAGES 9 THROUGH 11, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID VERBENA PARKWAY, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 330.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°19'45" WEST, 330.25 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 00°57'54" WEST, 912.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 3: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2030.00 FEET, AN ARC DISTANCE OF 49.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°16'03" WEST, 49.43 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 00°25'49" EAST, 224.17 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 5: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°34'03" WEST, 42.42 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE NORTHERLY RIGHT OF WAY OF SANDRIDGE ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 89°33'55" WEST, ALONG LAST SAID LINE, 1492.44 FEET; THENCE NORTH 00°26'05" WEST, 71.12 FEET; THENCE NORTH 05°38'55" EAST, 132.66 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 15.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°02'40" WEST, 15.97 FEET; THENCE NORTH 08°15'45" EAST, 65.38 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 28.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°14'23" EAST, 27.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°22'57" WEST, 186.34 FEET; THENCE SOUTH 89°29'17" EAST, 60.03 FEET; THENCE NORTH 89°37'47" EAST, 130.51 FEET; THENCE NORTH 54°25'24" EAST, 80.97 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 18.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°11'03" WEST, 18.63 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°58'33" WEST, 98.91 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 655.79 FEET, AN ARC DISTANCE OF 143.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°23'17" EAST, 143.51 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 50.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°12'06" EAST, 44.98 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 255.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°16'55" EAST, 248.09 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 33.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°31'28" EAST, 29.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 43.61 FEET, AN ARC DISTANCE OF 66.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°07'49" EAST, 60.50 FEET; THENCE NORTH 12°08'06" WEST, 207.55 FEET; THENCE NORTH 21°53'51" WEST, 52.85 FEET; THENCE NORTH 30°16'04" WEST, 111.59 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 779.88 FEET, AN ARC DISTANCE OF 137.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°46'10" EAST, 136.95 FEET; THENCE NORTH 39°51'47" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 839.88 FEET, AN ARC DISTANCE OF 7.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°04'22" EAST, 7.80 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 37.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27°09'43" EAST, 34.21 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16°00'54" WEST, 104.56 FEET; THENCE SOUTH 70°09'33" WEST, 84.44 FEET; THENCE SOUTH 64°10'36" WEST, 112.71 FEET; THENCE SOUTH 55°33'23" WEST, 168.79 FEET; THENCE SOUTH 47°02'08" WEST, 112.65 FEET; THENCE SOUTH 42°35'11" WEST, 84.75 FEET; THENCE NORTH 52°33'05" WEST, 103.07 FEET; THENCE SOUTH 37°26'55" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°38'55" WEST, 36.25 FEET; THENCE NORTH 53°30'05" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 640.24 FEET, AN ARC DISTANCE OF 3.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°22'42" EAST, 3.09 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°13'54" WEST, 34.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 52°53'05" WEST, 55.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 50.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°14'45" WEST, 50.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1289.88 FEET, AN ARC DISTANCE OF 150.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°13'42" WEST, 150.51 FEET; THENCE NORTH 89°47'23" WEST, 188.18 FEET; THENCE NORTH 00°11'40" EAST, 465.13 FEET; THENCE NORTH 74°26'28" EAST, 945.79 FEET; THENCE NORTH 39°10'07" EAST, 339.90 FEET; THENCE SOUTH 80°02'16" EAST, 382.45 FEET; THENCE SOUTH 47°46'09" EAST, 343.22 FEET; THENCE SOUTH 87°07'58" EAST, 344.42 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 321.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°56'28" WEST, 321.45 FEET, TO THE POINT OF BEGINNING.

CONTAINING 65.44 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

KNOW ALL YE MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED, AND WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF PART I, CHAPTER 177 FLORIDA STATUTES. SIGNED AND SEALED THIS 17 DAY OF August, 2023 A.D.

MICHAEL J. COLLIGAN
FLORIDA REGISTERED LAND SURVEYOR NO. 6788
CLARY AND ASSOCIATES
L.B. NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257

COUNTY COMMISSIONERS' APPROVAL

EXAMINED AND APPROVED THIS 22 DAY OF August A.D. 2023,
BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA.

BETSY CONDON, CHAIRMAN

TARA S. GREEN, CLERK OF COURT AND COMPTROLLER, EX OFFICIO CLERK TO THE BOARD

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN RECORDED IN PLAT BOOK 71 PAGES 37 thru 50 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA ON THIS 14th DAY OF September A.D. 2023.

TARA S. GREEN, CLERK OF COURT AND COMPTROLLER, EX OFFICIO CLERK TO THE BOARD

COUNTY ENGINEER APPROVAL

EXAMINED AND APPROVED THIS 24th DAY OF August A.D. 2023.

DIRECTOR OF ENGINEERING

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICES APPROVAL

EXAMINED AND APPROVED THIS 24th DAY OF August A.D. 2023.

DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES

CERTIFICATE OF REVIEW BY SURVEYOR/MAPPER

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THEY HAVE REVIEWED THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA, IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177.081(1), FLORIDA STATUTES, AND HAS DETERMINED THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. THE UNDERSIGNED DID NOT PREPARE THIS PLAT, THIS CERTIFICATE IS MADE AS OF THE 1st DAY OF September, 2023.

RICK LEE MECKLENBURG
FLORIDA REGISTRATION LAND SURVEYOR NO. 5920
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

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BK: 71 PG: 38

Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 71 PAGE 38

SHEET 2 OF 14 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT CREEKVIEW GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HEREINAFTER "DEDICATORS" ARE THE LAWFUL OWNERS OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOW AS CREEKVIEW TRAIL – AREA 5A, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

ALL DRAINAGE EASEMENTS AND UNOBSTRUCTED DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT (THE "CDD"), ITS SUCCESSORS AND ASSIGNS, ON A NON-EXCLUSIVE BASIS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

THE DRAINAGE EASEMENTS HEREBY SHALL PERMIT THE CDD, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID LAKES AND FILTRATION SYSTEMS WHICH THOSE EASEMENT TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON ALL BOULEVARDS, ROADS, DRIVES, LANES, COURTS, PLACES, AND STREETS HEREBY DEDICATED, TOGETHER WITH ALL SOIL NUTRIENTS, CHEMICALS, AND ALL OTHER SUBSTANCES WHICH MAY FLOW OR PASS FROM SAID TRAILS, COURTS, LANES, AND STREETS, FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID LAKES AND FILTRATION SYSTEMS AND SHALL PERMIT CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID LAKES AND FILTRATION SYSTEMS WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON THE FUTURE RIGHT OF WAY HEREBY DEDICATED TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS, AND ALL OTHERS SUBSTANCES WHICH MAY FLOW OR PASS FROM SAID FUTURE RIGHT OF WAY, FROM ADJACENT LAND, OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID LAKES AND FILTRATION SYSTEMS, ALL OF THE ABOVE SHALL BE WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS FOR ANY DAMAGE, INJURYS, OR LOSSES TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OF USE OF THESE DRAINAGE EASEMENTS BY THE CDD, ITS SUCCESSORS AND ASSIGNS, OR BY CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS.

CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OBSTRUCTION, FAILURE OR DESTRUCTION OF WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEDICATOR OR ANY OTHER PERSON WITHIN THE AREA OF THE LAND HEREBY PLATTED, OR OF THE LAKES AND FILTRATION SYSTEMS SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE EXISTENCE OF THE LAKES AND FILTRATION SYSTEMS AND THAT WHICH RETAINS IT TO EFFECT ADEQUATE DRAINAGE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REMOVE ANY WATER LEVEL CONTROL STRUCTURES OR ANY PART THEREOF. THE DEDICATOR, AS OWNER OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY CLAY COUNTY AND SAVE IT HARMLESS FROM SUITS, ACTION, DAMAGES AND LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE LAKES AND FILTRATION SYSTEMS DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OF OMISSION OF THE DEDICATOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES WITH CREEKVIEW TRAIL – AREA 5A. THIS INDEMNIFICATION SHALL RUN WITH THE LAND AND THE ASSIGNS OF THE DEDICATOR AND SHALL BE SUBJECT TO IT.

TRACTS 1, 2, 3 AND 4 (STORMWATER MANAGEMENT FACILITY, OPEN SPACE), TRACTS 5, 7, AND 15 (LANDSCAPE/SIGNAGE), TRACTS 6, 11, 12, 15, 17, 18, AND 19 (LANDSCAPE), TRACT 8 (PARK), TRACT 9 (AMENITY), TRACTS 13 AND 14 (CONSERVATION), TRACTS 20 AND 21 (OPEN SPACE), BERRYHILL ROAD, CAMBERLY TRACE, CLEMENTINE LANE, DAYLILY POINT, FIRELIGHT LANE, TUPELO LOOP, AND BLUE FINCH WAY, AS SHOWN HEREON, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CDD, ITS SUCCESSORS AND ASSIGNS.

THE UNDERSIGNED DEDICATOR, ITS SUCCESSORS AND ASSIGNS, HEREBY GRANTS TO THE PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT AND THEIR GUESTS, INVITEES, DELIVERY, PICK-UP, FIRE PROTECTION SERVICES, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES MAIL CARRIERS, AND REPRESENTATIVES OF THE UTILITIES TO SERVE THE LAND, HOLDERS OF MORTGAGE LIENS AND SUCH OTHERS AS MAY BE DESIGNATED, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS BERRYHILL ROAD, CAMBERLY TRACE, CLEMENTINE LANE, DAYLILY POINT, FIRELIGHT LANE, TUPELO LOOP, AND BLUE FINCH WAY.

THE BOARD OF COUNTY COMMISSIONERS EXPRESSLY REJECTS ANY ROAD, STREET, DRAINAGE, OR OTHER COMMON FACILITY FOR MAINTENANCE BY CLAY COUNTY.

IN THE EVENT OF A TERMINATION OR DISSOLUTION OF THE CDD, IN ACCORDANCE WITH SECTION 190.046, FLORIDA STATUTES, OR ITS FAILURE TO MAINTAIN THE ROADWAYS AND DRAINAGE FACILITIES, NONE OF THE FOREGOING SHALL PROHIBIT CLAY COUNTY FROM ESTABLISHING A MUNICIPAL SERVICE TAXING UNIT, MUNICIPAL SERVICE BENEFIT UNIT, STORMWATER UTILITY, TRANSPORTATION UTILITY, OR ANY OTHER SPECIAL ASSESSMENT/FEE SYSTEM WITHIN ANY SUBDIVISION FOR THE FURNISHING OF THE ROADS, STREETS, DRAINAGE, OR OTHER BENEFITS. NOR SHALL ANY OF THE FOREGOING PROHIBIT THE ACCEPTANCE FOR MAINTENANCE OF ROADS OR COMMON FACILITIES BY THE CLAY COUNTY COMMISSION IF, AFTER THE FILING OF ANY PLAT, THE FACILITIES TO BE ACCEPTED BY THE BOARD OF MAINTENANCE ARE UPGRADED TO COUNTY ACCEPTANCE STANDARDS BY CONTRIBUTION OF THE LOCAL DEVELOPER OR HOMEOWNERS OR BY ESTABLISHMENT OF A MUNICIPAL SERVICE BENEFIT UNIT.

TITLE TO TRACT 10 (PUMP STATION) IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED IN FEE SIMPLE TO CLAY COUNTY UTILITY AUTHORITY ("CCUA") AND ITS SUCCESSORS AND ASSIGNS.

ALL EASEMENTS, FOR THE WATER AND SEWER SYSTEMS, MARKED CCUA AND SHOWN ON THIS PLAT, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CCUA, ITS SUCCESSORS AND ASSIGNS.

OWNERS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATE TO CLAY ELECTRIC COOPERATIVE, INC ("CEC"), ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT OVER, UPON AND UNDER THE ROAD RIGHTS-OF-WAY DESIGNATED ON THIS PLAT AND ALL FUTURE RIGHT OF WAY TRACTS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF CEC UTILITIES TOGETHER WITH THE RIGHT OF CEC ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS TO AND OVER SAID ROAD RIGHTS-OF-WAY DESIGNATED ON THIS PLAT.

A NON-EXCLUSIVE EASEMENT OVER, UPON AND UNDER THE ROAD RIGHTS-OF-WAY DESIGNATED ON THIS PLAT, AS BERRYHILL ROAD, CAMBERLY TRACE, CLEMENTINE LANE, DAYLILY POINT, FIRELIGHT LANE, TUPELO LOOP, AND BLUE FINCH WAY IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CCUA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF CCUA UTILITIES, TOGETHER WITH THE RIGHT OF CCUA, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS TO AND OVER SAID ROAD RIGHTS-OF-WAY.

ALL EASEMENTS FOR THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM, MARKED CEC AND SHOWN ON PLAT, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CEC, ITS SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, CREEKVIEW GP, LLC AND LENNAR HOMES, LLC, HAVE CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY THEIR DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

THIS 15th DAY OF August, A.D., 2023.

CREEKVIEW GP, LLC

CREEKVIEW GP, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: Chris Rusnak
Print Name: CHRISTOPHER J. RUSNAK
Title: VICE PRESIDENT

Witness: Grace Kilcrease
Print Name: Grace Kilcrease
Witness: Joe Carnelison
Print Name: Joe Carnelison

NOTARY FOR CREEKVIEW GP, LLC

STATE: Florida
COUNTY: Duval

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 15th DAY OF August, 2023, A.D., BY CHRISTOPHER J. RUSNAK, AS VICE PRESIDENT OF CREEKVIEW GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, [X] WHO IS PERSONALLY KNOWN TO ME OR [ ] WHO HAS PRODUCED A _____ AS IDENTIFICATION.

Joe E Carnelison
NOTARY PUBLIC, STATE OF FLORIDA
PRINT NAME: Joe E Carnelison
COMMISSION # HH 231163
MY COMMISSION EXPIRES 1/20/2026

LENNAR HOMES, LLC

LENNAR HOMES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: [signature]
NAME: Melanie Faith
TITLE: Vice President

WITNESS: [signature]
PRINT: Danielle Marie von Forstberg
WITNESS: [signature]
PRINT: Bradley A. Snyder

NOTARY FOR LENNAR HOMES, LLC

STATE: Florida
COUNTY: Duval

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 15th DAY OF August, 2023, A.D., BY Melanie Faith AS Vice President OF LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, [X] WHO IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

[signature]
NOTARY PUBLIC, STATE OF FLORIDA
TYPE OR PRINT NAME: Gina Melton
COMMISSION # HH255457
MY COMMISSION EXPIRES 2/6/2025

STATE OF FLORIDA PUBLIC GINA MELTON NOTARY

SUBDIVISION IMPROVEMENT GUARANTEE:

AS A CONDITION PRECEDENT TO THE RECORDATION OF THIS PLAT IN THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT (THE "CDD") DOES HEREBY GUARANTEE TO EACH AND EVERY PERSON, FIRM, COPARTNERSHIP OR CORPORATION, THEIR HEIRS, SUCCESSORS AND ASSIGNS, WHO SHALL PURCHASE A LOT OR LOTS IN SAID SUBDIVISION FROM SAID OWNER THAT SAID OWNER SHALL WITHIN 24 MONTHS OF THE DATE OF ACCEPTANCE OF THE STREET AND DRAINAGE IMPROVEMENTS BY THE CDD THEREOF FULLY COMPLY WITH EACH AND EVERY REGULATION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, GOVERNING SUBDIVISIONS IN EFFECT AT THE TIME OF FILING OF THIS PLAT INSOFAR AS THE SAME AFFECTS A LOT OR LOTS SOLD. TIME OF PERFORMANCE BEING OF THE ESSENCE. THIS GUARANTEE SHALL BENEFIT AND BE DEEMED APPURTENANT TO THE LOTS IN THIS SUBDIVISION AS IF THIS GUARANTEE WERE REFERENCED VERBATIM IN EACH CONVEYANCE OR CONTRACT OF SALE.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES

By: [signature]
Print Name: GREGG KERN
Title: VICE CHAIRMAN OF THE BOARD OF SUPERVISORS

Witness: Joe Carnelison
Print Name: Joe Carnelison
Witness: [signature]
Print Name: Gordon McMinn

NOTARY FOR CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

STATE: Florida
COUNTY: Duval

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 15th DAY OF August, 2023, A.D., BY GREGG KERN, AS VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE DISTRICT, [X] WHO IS PERSONALLY KNOWN TO ME OR [ ] WHO HAS PRODUCED A _____ AS IDENTIFICATION.

Joe E Carnelison
NOTARY PUBLIC, STATE OF FLORIDA
PRINT NAME: Joe E Carnelison
COMMISSION # HH 231163
MY COMMISSION EXPIRES 1/20/2026

MORTGAGEE'S CONSENT: LENNAR HOMES, LLC

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 4648, PAGE 373 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, ENCUMBERING A PORTION OF THE LANDS DESCRIBED IN THE CAPTION HEREON. THE UNDERSIGNED HEREBY JOINS AND CONSENTS TO THE DEDICATIONS BY THE OWNER OF THE LANDS DESCRIBED IN THE ADOPTION AND DEDICATION SECTION HEREIN AND AGREES THAT THE MORTGAGE DOCUMENTS SHALL BE SUBORDINATED TO SAID DEDICATIONS.

LENNAR HOMES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: [signature]
NAME: Melanie Faith
TITLE: Vice President

WITNESS: [signature]
PRINT: Danielle Marie von Forstberg
WITNESS: [signature]
PRINT: Bradley A. Snyder

NOTARY FOR LENNAR HOMES, LLC

STATE: Florida
COUNTY: Duval

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 15th DAY OF August, 2023, A.D., BY Melanie Faith AS Vice President OF LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, [X] WHO IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

[signature]
NOTARY PUBLIC, STATE OF FLORIDA
TYPE OR PRINT NAME: Gina Melton
COMMISSION # HH255457
MY COMMISSION EXPIRES 2/6/2025

GINA MELTON NOTARY My Comm. Expires February 6, 2025 No. HH255457 STATE OF FLORIDA PUBLIC

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3730
3880 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
www.CLARYASSOC.COM

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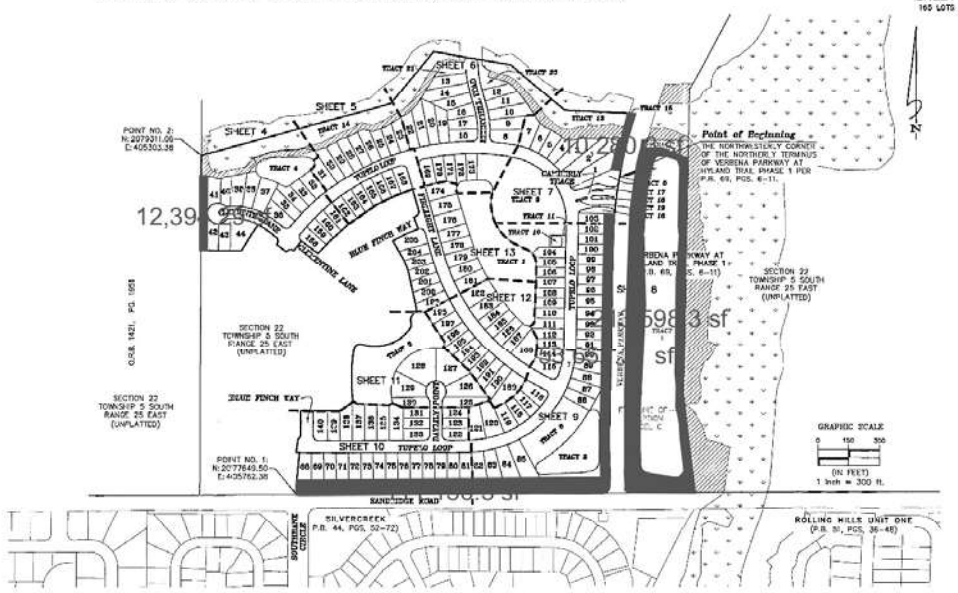
BK: 71 PG: 39

Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 71 PAGE 37

SHEET 3 OF 14 SHEETS
160 LOTS AND 21 TRACTS THIS PHASE



General Notes

1. BEARINGS SHOWN HEREON ARE BASED ON THE THE NLY R/W LINE OF C.R. NO. C-739-B (SANDRIDGE ROAD) AS S 89°37'55" W PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. N 2080588.330 E 417472.654 DENOTES COORDINATES REFERENCED DATUM FLORIDA EAST ZONE NAD 1983/1990 NGS ADJUSTMENT. (US FEET)
3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. (FLORIDA STATUTE 177.091)
4. THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND FLOOD ZONE "AE" (SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD), AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 12019C0170E, COMMUNITY NO. 120064, PANEL NO. 0170, DATED MARCH 17, 2014. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
5. BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.
6. THE TABULATED CURVE TABLE(S) SHOWN ON EACH SHEET IS APPLICABLE ONLY TO THE CURVES THAT APPEAR ON THAT SHEET.
7. BUILDING RESTRICTION LINES ARE AS FOLLOWS:
   MINIMUM FRONT SETBACK– 10' FOR FRONT PORCHES; 15' FOR FRONT FACADE
   MINIMUM SIDE SETBACK – 5'
   MINIMUM REAR SETBACK– 10'; 14' WITH REAR ALLEYS
8. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
9. WHERE A CLAY COUNTY UTILITY AUTHORITY EASEMENT CROSSES AN EASEMENT OR RIGHT-OF-WAY GRANTED TO CLAY ELECTRIC COOPERATIVE, INC., CLAY COUNTY UTILITY AUTHORITY SHALL HAVE THE RIGHT TO LOCATE ITS FACILITIES IN SAID JOINT USE EASEMENT AREA, BUT SUCH USE SHALL BE NON-EXCLUSIVE. CLAY ELECTRIC COOPERATIVE, INC. SHALL USE, OCCUPY, AND LOCATE FACILITIES IN THESE JOINT USE AREAS SO AS TO REASONABLY ACCOMMODATE CLAY COUNTY UTILITY AUTHORITY'S FACILITIES.
10. WHERE A CLAY ELECTRIC COOPERATIVE, INC. EASEMENT CROSSES AN EASEMENT OR RIGHT-OF-WAY GRANTED TO CLAY UTILITY AUTHORITY, CLAY ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT TO LOCATE ITS FACILITIES IN SAID JOINT USE EASEMENT AREA, BUT SUCH USE SHALL BE NON-EXCLUSIVE. CLAY COUNTY UTILITY AUTHORITY SHALL USE, OCCUPY, AND LOCATE FACILITIES IN THESE JOINT USE AREAS SO AS TO REASONABLY ACCOMMODATE CLAY ELECTRIC COOPERATIVE, INC.'S FACILITIES.
11. WHETHER DEPICTED ON THE PLAT OR NOT, THE DEDICATOR/OWNER HEREBY GRANTS CLAY ELECTRIC COOPERATIVE, INC. AND CLAY COUNTY UTILITY AUTHORITY, A TEN FOOT (10') WIDE PERPETUAL EASEMENT FOR UTILITY SERVICES OVER, UNDER, UPON AND ACROSS ALL LANDS LYING ADJACENT TO, PARALLEL WITH, AND OUTSIDE OF THE AREAS SHOWN ON THE PLAT AS ROADS, STREETS, OR OTHER RIGHTS-OF-WAY.
12. ALL WETLAND-UPLAND BUFFER AREAS SHOWN HEREON ARE WHOLLY CONTAINED WITHIN THE TRACTS AS SHOWN ON SAID PLAT, AND THE CONTROL AND OWNERSHIP ARE RETAINED BY THE OWNER AS SHOWN HEREON.
13. THE LANDS SHOWN AND DESCRIBED HEREON ARE SUBJECT TO THE FOLLOWING EASEMENTS:
    EASEMENT CONTAINED IN O.R.B. 1711, PG. 1353 (BLANKETS SITE)
    EASEMENTS CONTAINED IN O.R.B. 4618, PG. 1221 & O.R.B. 4863, PG. 1579 (BLANKETS SITE)
    EASEMENTS CONTAINED IN O.R.B. 4693, PG. 77 (BLANKETS SITE)

LEGEND

℄	= CENTERLINE
M.B.	= MAP BOOK
O.R.B.	= OFFICIAL RECORDS BOOK
PG(S).	= PAGES
P.C.	= POINT OF CURVATURE
P.T.	= POINT OF TANGENCY
N.T.	= POINT OF NON-TANGENCY
P.C.C.	= POINT OF COMPOUND CURVATURE
P.R.C.	= POINT OF REVERSE CURVATURE
CEC	= CLAY ELECTRIC COOPERATIVE
CCUA	= CLAY COUNTY UTILITY AUTHORITY
D.E.	= DRAINAGE EASEMENT
U.D.E.	= UNOBSTRUCTED DRAINAGE EASEMENT
V.W.	= VARIABLE WIDTH
ATB	= APPROXIMATE TOP OF BANK
(R)	= LOT LINE RADIAL TO R/W
	= BUILDING SET BACK LINE
⊕	= PERMANENT CONTROL POINT STAMPED P.C.P. LB 3731
●	= FOUND 5/8" REBAR "P.R.M. LB 3731" (UNLESS NOTED OTHERWISE)
○	= SET 5/8" REBAR WITH CAP "P.R.M. LB 3731"

DENOTES UPLAND BUFFER

DENOTES WETLANDS

LAND USE: LA RF
ZONING: LA RF
AREA: 55.44 ACRES
NUMBER OF LOTS: 165
NUMBER OF TRACTS: 21

OWNER & DEVELOPER:
CREEKVIEW DR, LLC
ATTN: GREG KERN
7807 BAYMEADOWS ROAD EAST
SUITE 205
JACKSONVILLE, FLORIDA 32256

OWNER:
LENNAR HOMES J.I.C
ATTN: SCOTT KELING
7411 FULLERTON STREET
SUITE 220
JACKSONVILLE, FL 32256

CIVIL ENGINEER:
ENGLAND-THIMS & MILLER, INC.
ATTN: CLINT GLADDEK
14775 OLD ST. AUGUSTINE ROAD
SUITE 102
JACKSONVILLE, FLORIDA 32258

SURVEYOR:
CLARY & ASSOCIATES, INC.
ATTN: JEFF STEINLE
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257

WATER AND SEWER PROVIDER:
CLAY COUNTY UTILITY AUTHORITY

ELECTRIC PROVIDER:
CLAY ELECTRIC COOPERATIVE, INC.

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

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BK: 71 PG: 40

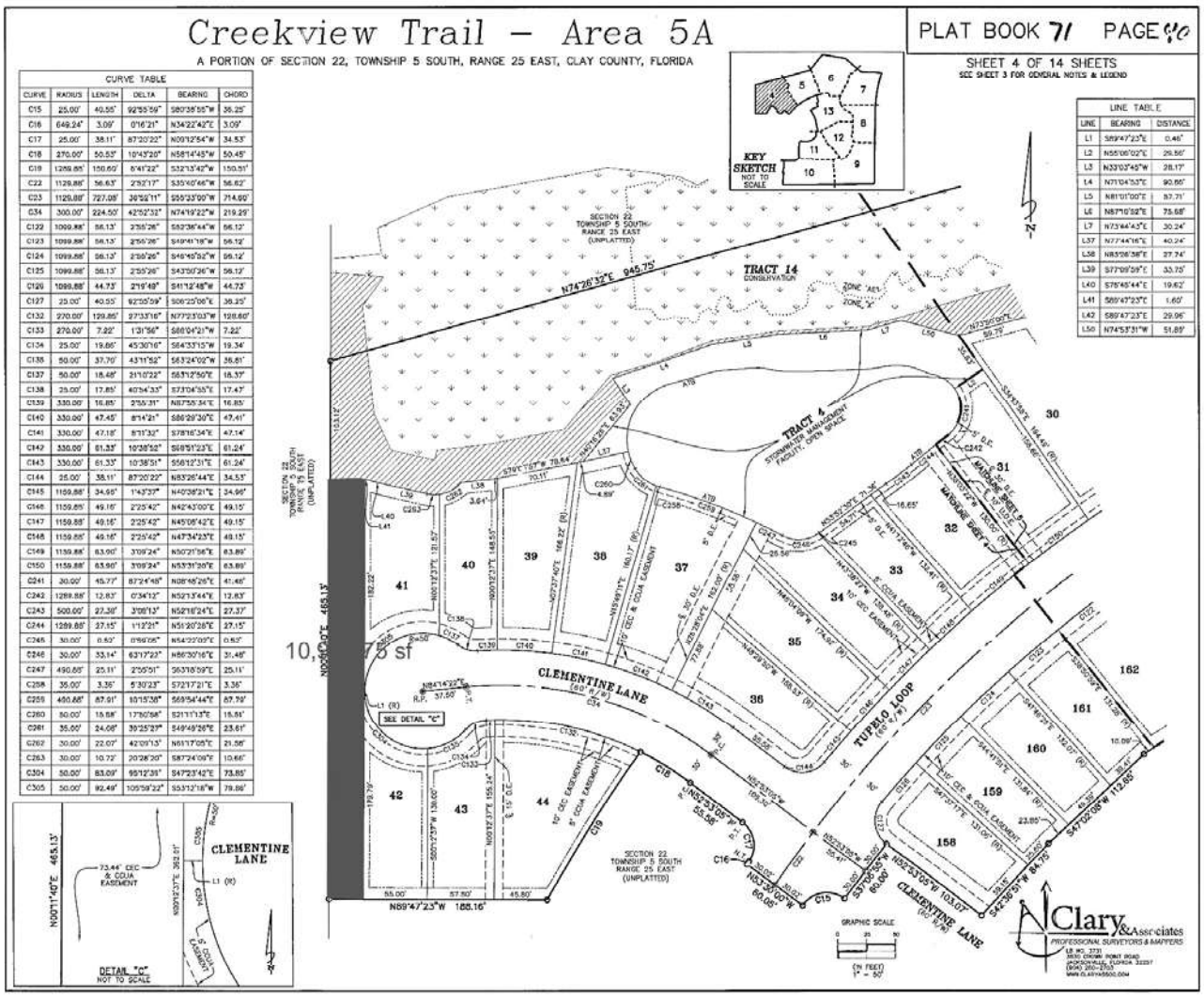
Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 71 PAGE 40

SHEET 4 OF 14 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C15	25.00'	40.55'	92°55'59"	S80°38'55"W	36.25'
C16	649.24'	3.09'	0°16'21"	N34°22'42"E	3.09'
C17	25.00'	38.11'	87°20'22"	N09°12'54"W	34.53'
C18	270.00'	50.53'	10°43'20"	N58°14'45"W	50.45'
C19	1259.88'	150.60'	6°51'22"	S32°13'42"W	150.51'
C22	1129.88'	56.63'	2°52'17"	S35°40'46"W	56.62'
C23	1129.88'	727.08'	36°52'11"	S55°33'00"W	714.60'
C34	300.00'	224.50'	42°52'32"	N74°19'22"W	219.29'
C122	1099.88'	56.13'	2°55'26"	S52°36'44"W	56.12'
C123	1099.88'	56.13'	2°55'26"	S49°41'18"W	56.12'
C124	1099.88'	56.13'	2°55'26"	S46°45'52"W	56.12'
C125	1099.88'	56.13'	2°55'26"	S43°50'26"W	56.12'
C126	1099.88'	44.73'	2°19'48"	S41°12'48"W	44.73'
C127	25.00'	40.55'	92°55'59"	S06°25'06"E	36.25'
C132	270.00'	129.85'	27°33'16"	N77°23'03"W	128.60'
C133	270.00'	7.22'	1°31'56"	S88°04'21"W	7.22'
C134	25.00'	19.66'	45°30'16"	S64°33'15"W	19.34'
C135	50.00'	37.76'	43°16'52"	S63°24'02"W	36.81'
C137	50.00'	18.48'	21°10'22"	S83°12'50"E	18.37'
C138	25.00'	17.85'	40°54'33"	S73°04'55"E	17.47'
C139	330.00'	16.85'	2°55'31"	N87°55'34"E	16.85'
C140	330.00'	47.45'	8°14'21"	S86°29'30"E	47.41'
C141	330.00'	47.18'	8°11'32"	S78°16'34"E	47.14'
C142	330.00'	61.33'	10°38'52"	S68°51'23"E	61.24'
C143	330.00'	61.33'	10°38'51"	S58°12'31"E	61.24'
C144	25.00'	38.11'	87°20'22"	N83°26'44"E	34.53'
C145	1159.88'	34.96'	1°43'37"	N40°38'21"E	34.96'
C146	1159.88'	49.16'	2°25'42"	N42°43'00"E	49.15'
C147	1159.88'	49.16'	2°25'42"	N45°08'42"E	49.15'
C148	1159.88'	49.16'	2°25'42"	N47°34'23"E	49.15'
C149	1159.88'	63.90'	3°09'24"	N50°21'56"E	63.89'
C150	1159.88'	63.90'	3°09'24"	N53°31'20"E	63.89'
C241	30.00'	45.77'	87°24'48"	N08°48'26"E	41.46'
C242	1289.88'	12.83'	0°34'12"	N52°13'44"E	12.83'
C243	500.00'	27.38'	3°08'13"	N52°18'24"E	27.37'
C244	1289.88'	27.15'	1°12'21"	N51°20'28"E	27.15'
C245	30.00'	0.50'	0°56'05"	N54°22'03"E	0.50'
C246	30.00'	33.14'	63°17'23"	N86°30'16"E	31.48'
C247	490.88'	25.11'	2°55'51"	S63°16'59"E	25.11'
C258	35.00'	3.35'	5°30'23"	S72°17'21"E	3.35'
C259	460.88'	67.91'	8°26'38"	S69°54'44"E	67.79'
C260	50.00'	15.58'	17°50'56"	S21°11'13"E	15.51'
C261	35.00'	24.08'	39°25'27"	S49°49'26"E	23.61'
C262	30.00'	22.07'	42°09'13"	N51°17'05"E	21.58'
C263	30.00'	10.72'	20°28'20"	S87°24'09"E	10.66'
C304	50.00'	83.09'	95°12'35"	S47°23'42"E	73.85'
C305	50.00'	92.49'	105°59'22"	S53°12'18"W	79.86'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°47'23"E	0.46'
L2	N55°06'02"E	29.56'
L3	N33°03'45"W	28.17'
L4	N71°04'53"E	90.66'
L5	N81°01'00"E	57.71'
L6	N87°10'52"E	75.68'
L7	N73°44'43"E	30.24'
L37	N77°44'16"E	40.24'
L38	N83°08'38"E	27.74'
L39	S77°09'09"E	33.75'
L40	S76°45'44"E	19.62'
L41	S89°47'23"E	1.60'
L42	S89°47'23"E	29.96'
L50	N74°53'31"W	51.89'

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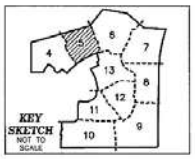
BK: 71 PG: 41

Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 71 PAGE 41

SHEET 5 OF 14 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND





CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C23	1129.89'	727.08'	36°53'01"	S55°33'05"W	714.60'
C24	1128.89'	363.74'	18°26'42"	S63°12'27"W	362.17'
C115	25.00'	40.55'	92°55'59"	N62°28'54"W	36.25'
C116	1059.89'	45.27'	2°27'20"	S69°52'22"W	45.26'
C117	1059.89'	56.13'	2°55'26"	S67°13'55"W	56.12'
C118	1059.89'	56.13'	2°55'26"	S64°18'29"W	56.12'
C119	1059.89'	56.13'	2°55'26"	S61°23'03"W	56.12'
C120	1059.89'	56.13'	2°55'26"	S58°27'36"W	56.12'
C121	1059.89'	56.13'	2°55'26"	S55°32'10"W	56.12'
C122	1059.89'	56.13'	2°55'26"	S52°36'44"W	56.12'
C123	1059.89'	56.13'	2°55'26"	S49°41'18"W	56.12'
C149	1159.89'	63.90'	3°09'24"	N50°21'56"E	63.89'
C150	1159.89'	63.93'	3°09'24"	N53°31'20"E	63.89'
C151	1159.89'	49.16'	2°25'42"	N56°16'53"E	49.15'
C152	1159.89'	49.16'	2°25'42"	N58°44'35"E	49.15'
C153	1159.89'	49.16'	2°25'42"	N61°10'16"E	49.15'
C154	1159.89'	49.16'	2°25'42"	N63°35'58"E	49.15'
C155	1159.89'	49.16'	2°25'42"	N66°01'39"E	49.15'
C156	1159.89'	49.16'	2°25'42"	N68°27'21"E	49.15'
C157	1159.89'	49.16'	2°25'42"	N70°53'02"E	49.15'
C158	1159.89'	49.16'	2°25'42"	N73°18'44"E	49.15'
C159	1159.89'	49.16'	2°25'42"	N75°44'26"E	49.15'
C160	1159.89'	49.16'	2°25'42"	N78°10'07"E	49.15'
C175	1099.89'	44.73'	2°19'49"	S76°04'59"W	44.73'
C177	25.00'	40.55'	92°55'59"	S30°27'05"W	36.25'
C241	30.00'	45.77'	87°24'46"	N08°48'25"E	41.46'
C242	1289.89'	12.83'	0°34'12"	N52°13'44"E	12.83'
C243	500.00'	27.38'	3°08'13"	N52°18'24"E	27.37'
C244	1289.89'	27.15'	1°12'21"	N54°20'28"E	27.15'

LINE TABLE		
LINE	BEARING	DISTANCE
L2	N55°05'02"E	29.56'
L8	N58°00'43"E	37.22'
L50	N74°53'51"W	51.85'

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3721
3830 CRown Point Road
Jacksonville, Florida 32257
(904) 260-2703
www.clarysssc.com

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BK: 71 PG: 42

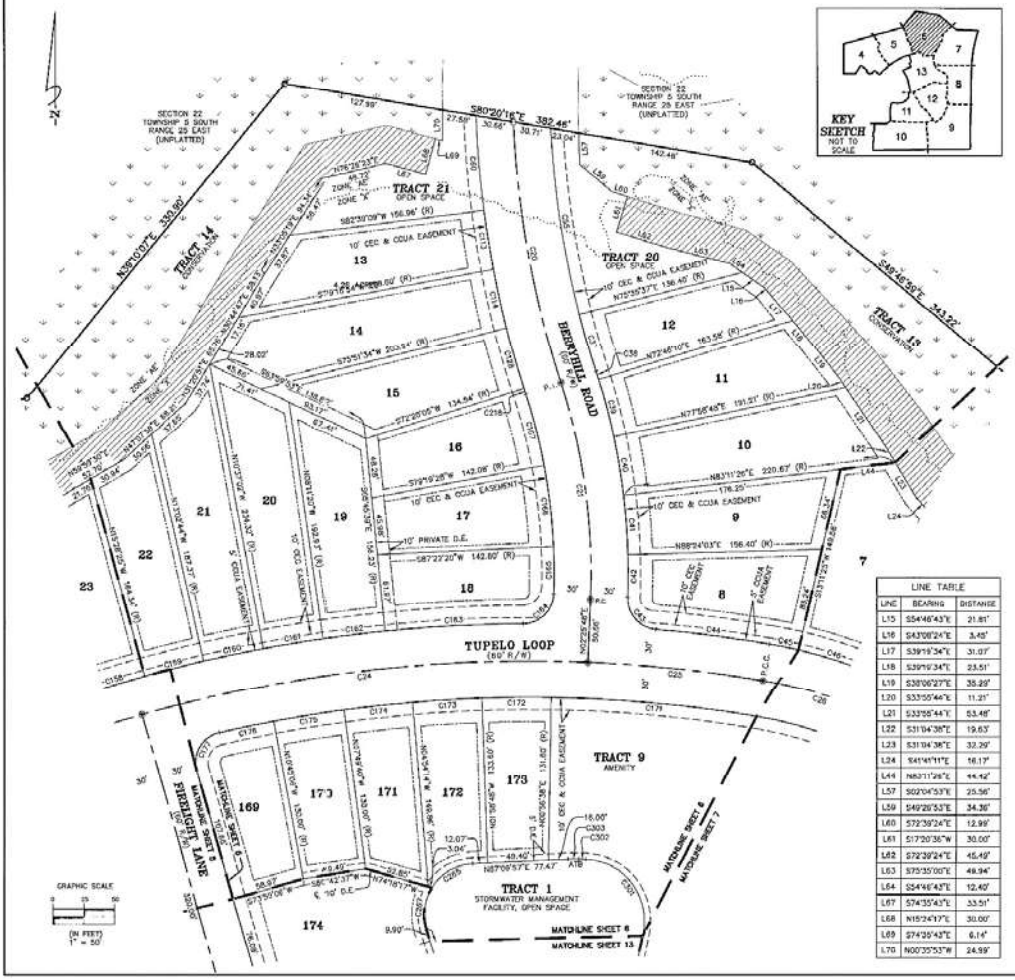
Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 71 PAGE 42

SHEET 6 OF 14 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C20	800.00'	216.82'	15°31'42"	S10°13'29"E	216.15'
C21	800.00'	178.19'	20°25'08"	N07°48'46"W	177.85'
C24	1129.88'	363.74'	18°26'42"	S83°12'27"W	362.17'
C25	1129.88'	142.63'	7°14'05"	N83°57'10"W	142.53'
C26	350.00'	398.09'	65°10'04"	N47°45'06"W	376.97'
C37	770.00'	46.91'	3°29'21"	N16°10'10"W	46.90'
C38	530.00'	7.02'	0°45'30"	S17°36'35"E	7.02'
C39	530.00'	48.20'	5°12'38"	S14°37'31"E	48.18'
C40	530.00'	48.20'	5°12'38"	S09°24'53"E	48.18'
C41	530.00'	48.20'	5°12'38"	S04°12'16"E	48.18'
C42	530.00'	34.35'	3°42'47"	S00°15'27"W	34.34'
C43	25.00'	37.97'	87°01'27"	S41°23'53"E	34.43'
C44	1159.88'	92.61'	4°34'28"	S82°37'22"E	92.58'
C45	360.00'	23.38'	3°31'33"	S76°34'21"E	23.38'
C46	360.00'	57.05'	8°36'09"	S72°30'31"E	57.00'
C55	770.00'	153.33'	11°24'33"	N08°38'42"W	153.08'
C60	830.00'	77.23'	5°19'53"	S04°40'54"E	77.20'
C113	830.00'	46.83'	3°22'15"	S09°01'36"E	46.83'
C114	830.00'	46.81'	3°22'11"	S12°24'11"E	46.81'
C125	600.00'	31.02'	3°04'39"	S13°08'36"E	31.02'
C158	1159.88'	49.16'	2°25'42"	N73°16'44"E	49.15'
C159	1159.88'	49.16'	2°25'42"	N75°44'26"E	49.15'
C160	1159.88'	49.16'	2°25'42"	N78°10'07"E	49.15'
C161	1159.88'	49.16'	2°25'42"	N80°35'48"E	49.15'
C162	1159.88'	49.16'	2°25'42"	N83°01'30"E	49.15'
C163	1159.88'	111.94'	5°31'47"	N85°00'15"E	111.90'
C164	25.00'	38.28'	87°43'55"	N45°34'09"E	34.65'
C165	470.00'	38.26'	4°39'50"	N00°17'45"W	38.25'
C166	470.00'	66.02'	8°02'53"	N06°39'06"W	65.96'
C167	470.00'	99.99'	7°18'48"	N14°19'56"W	99.85'
C171	1099.88'	167.40'	8°43'14"	N84°41'48"W	167.24'
C172	1099.88'	56.13'	2°55'26"	S89°28'55"W	56.12'
C173	1099.88'	56.13'	2°55'26"	S86°33'29"W	56.12'
C174	1099.88'	56.13'	2°55'26"	S83°38'03"W	56.12'
C175	1099.88'	56.13'	2°55'26"	S80°42'37"W	56.12'
C176	1099.88'	44.73'	2°19'49"	S78°54'38"W	44.73'
C177	25.00'	40.55'	92°55'59"	S30°27'05"W	36.25'
C218	830.00'	4.69'	0°19'25"	S17°49'38"E	4.69'
C265	41.00'	39.67'	55°25'20"	S09°27'02"W	38.14'
C267	41.00'	34.83'	48°40'01"	S07°24'08"W	33.79'
C301	50.00'	86.15'	101°00'26"	N36°45'28"W	77.17'
C302	166.66'	5.68'	1°57'11"	N87°50'02"W	5.68'
C303	100.00'	8.73'	5°00'01"	S89°39'58"W	8.72'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	S54°46'43"E	21.81'
L16	S43°08'24"E	3.45'
L17	S39°19'34"E	31.07'
L18	S39°19'34"E	23.51'
L19	S38°06'27"E	35.29'
L20	S33°55'44"E	11.21'
L21	S33°55'44"E	53.48'
L22	S31°04'38"E	19.63'
L23	S31°04'38"E	32.29'
L24	S41°45'11"E	16.17'
L44	N83°11'26"E	44.42'
L57	S02°04'53"E	25.56'
L59	S49°26'53"E	34.36'
L60	S72°39'24"E	12.99'
L61	S17°20'36"W	30.00'
L62	S72°39'24"E	45.49'
L63	S75°35'00"E	49.94'
L64	S54°46'43"E	12.40'
L67	S74°35'43"E	33.51'
L68	N15°24'17"E	30.00'
L69	S74°35'43"E	6.14'
L70	N00°35'53"W	24.99'

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
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JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

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BK: 71 PG: 43

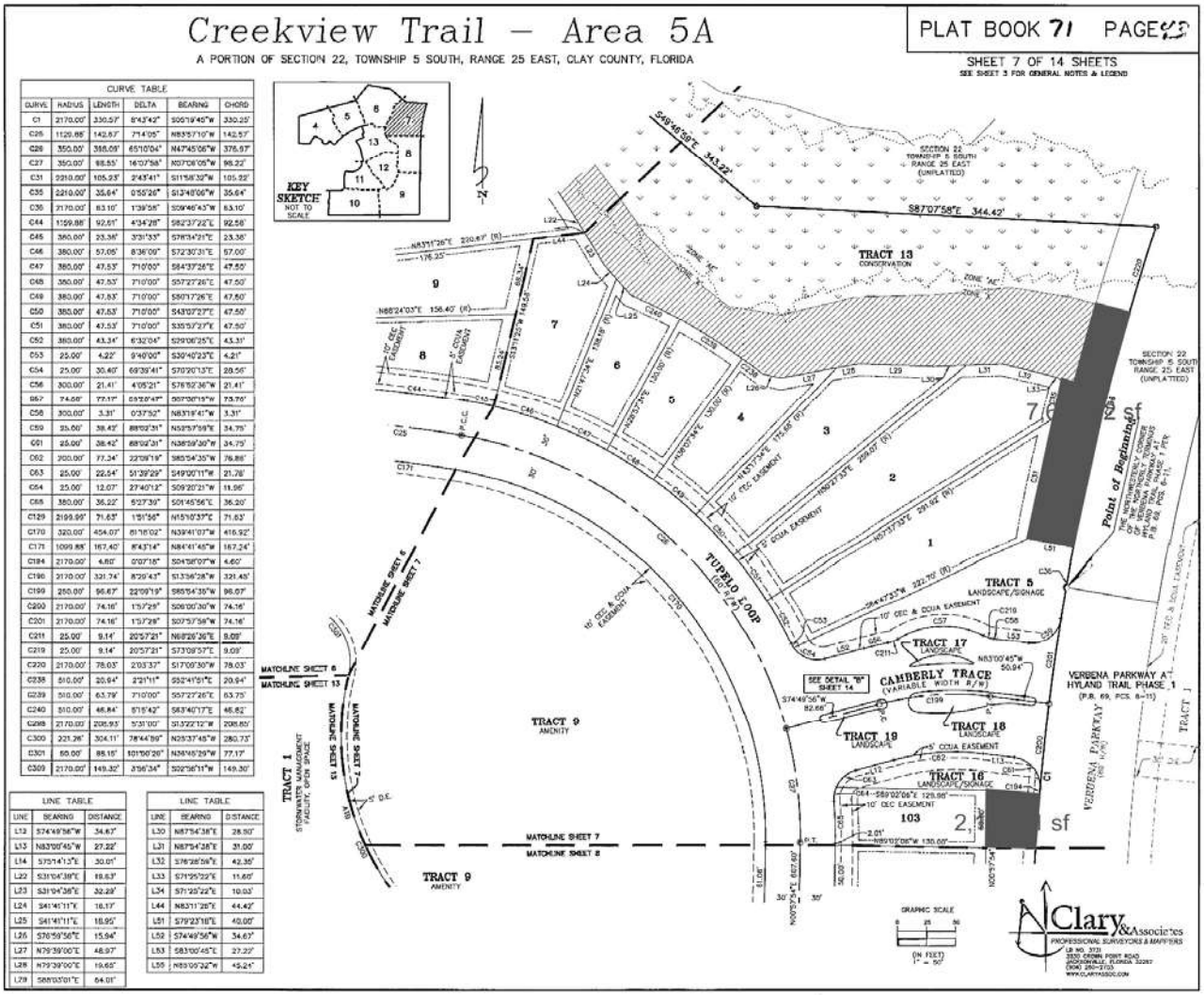
Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 71 PAGE 43

SHEET 7 OF 14 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	2170.00'	330.57'	8°43'42"	S05°19'40"W	330.25'
C25	1120.88'	142.87'	7°18'05"	N83°57'10"W	142.57'
C26	350.00'	386.09'	63°10'04"	N47°45'06"W	376.97'
C27	350.00'	98.55'	16°07'58"	N07°08'05"W	98.22'
C31	2210.00'	105.23'	2°43'41"	S11°58'32"W	105.22'
C35	2210.00'	35.64'	0°55'26"	S13°48'06"W	35.64'
C36	2170.00'	83.10'	1°39'58"	S09°46'43"W	83.10'
C44	1159.88'	92.61'	4°34'28"	S82°37'22"E	92.58'
C45	350.00'	23.36'	3°31'33"	S78°34'21"E	23.36'
C46	350.00'	57.05'	8°36'09"	S72°30'31"E	57.00'
C47	350.00'	47.53'	7°10'00"	S64°37'26"E	47.50'
C48	350.00'	47.53'	7°10'00"	S57°27'26"E	47.50'
C49	350.00'	47.53'	7°10'00"	S50°17'26"E	47.50'
C50	350.00'	47.53'	7°10'00"	S43°07'27"E	47.50'
C51	350.00'	47.53'	7°10'00"	S35°57'27"E	47.50'
C52	350.00'	43.34'	6°32'04"	S29°06'25"E	43.31'
C53	25.00'	4.22'	9°40'00"	S30°40'23"E	4.21'
C54	25.00'	30.40'	69°39'41"	S70°20'13"E	28.56'
C56	300.00'	21.41'	4°05'21"	S76°52'36"W	21.41'
C57	74.66'	77.11'	59°08'43"	S60°06'15"W	73.76'
C58	300.00'	3.31'	0°37'52"	N83°19'41"W	3.31'
C59	25.00'	38.43'	88°03'31"	N53°57'59"E	34.75'
C61	25.00'	38.42'	88°03'31"	N36°59'30"W	34.75'
C62	300.00'	77.24'	23°08'19"	S85°54'35"W	76.76'
C63	25.00'	22.54'	51°39'29"	S49°00'11"W	21.78'
C64	25.00'	12.07'	27°40'12"	S09°20'21"W	11.96'
C65	350.00'	36.22'	5°55'39"	S01°45'56"E	36.20'
C129	2199.99'	71.63'	1°51'56"	N15°10'37"E	71.63'
C170	320.00'	454.07'	81°16'02"	N39°41'07"W	416.92'
C171	1099.88'	167.40'	8°43'14"	N84°41'45"W	167.24'
C184	2170.00'	4.60'	0°07'16"	S04°56'07"W	4.60'
C198	2170.00'	321.74'	8°29'43"	S13°36'28"W	321.45'
C199	250.00'	96.67'	22°09'19"	S85°54'35"W	96.07'
C200	2170.00'	74.16'	1°57'29"	S06°00'30"W	74.16'
C201	2170.00'	74.16'	1°57'29"	S07°57'59"W	74.16'
C211	25.00'	9.14'	20°57'21"	N68°26'26"E	9.09'
C219	25.00'	9.14'	20°57'21"	S73°08'57"E	9.09'
C220	2170.00'	78.03'	2°03'37"	S17°09'30"W	78.03'
C238	510.00'	20.94'	2°21'11"	S52°41'51"E	20.94'
C239	510.00'	63.79'	7°10'00"	S57°27'26"E	63.75'
C240	510.00'	46.84'	5°15'42"	S63°40'17"E	46.82'
C298	2170.00'	205.93'	5°26'00"	S13°22'12"W	205.85'
C300	221.28'	304.11'	78°44'59"	N25°37'45"W	280.73'
C301	60.00'	88.15'	101°06'26"	N34°46'29"W	77.17'
C309	2170.00'	149.32'	3°56'34"	S02°36'11"W	149.30'

LINE TABLE		
LINE	BEARING	DISTANCE
L12	S74°49'56"W	34.63'
L13	N83°00'45"W	27.22'
L14	S75°14'13"E	30.01'
L22	S31°04'39"E	19.63'
L23	S31°04'39"E	32.29'
L24	S41°41'11"E	16.13'
L25	S41°41'11"E	18.95'
L26	S76°59'56"E	15.94'
L27	N79°39'00"E	48.97'
L28	N79°39'00"E	19.65'
L29	S88°03'01"E	54.01'

LINE TABLE		
LINE	BEARING	DISTANCE
L30	N87°54'38"E	28.80'
L31	N87°54'38"E	31.00'
L32	S76°28'58"E	42.35'
L33	S71°25'22"E	11.60'
L34	S71°25'22"E	10.03'
L44	N83°11'26"E	44.42'
L51	S79°23'18"E	40.00'
L52	S74°49'56"W	34.63'
L53	S83°00'45"E	27.22'
L55	N83°00'32"W	45.24'

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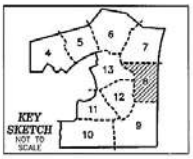
Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

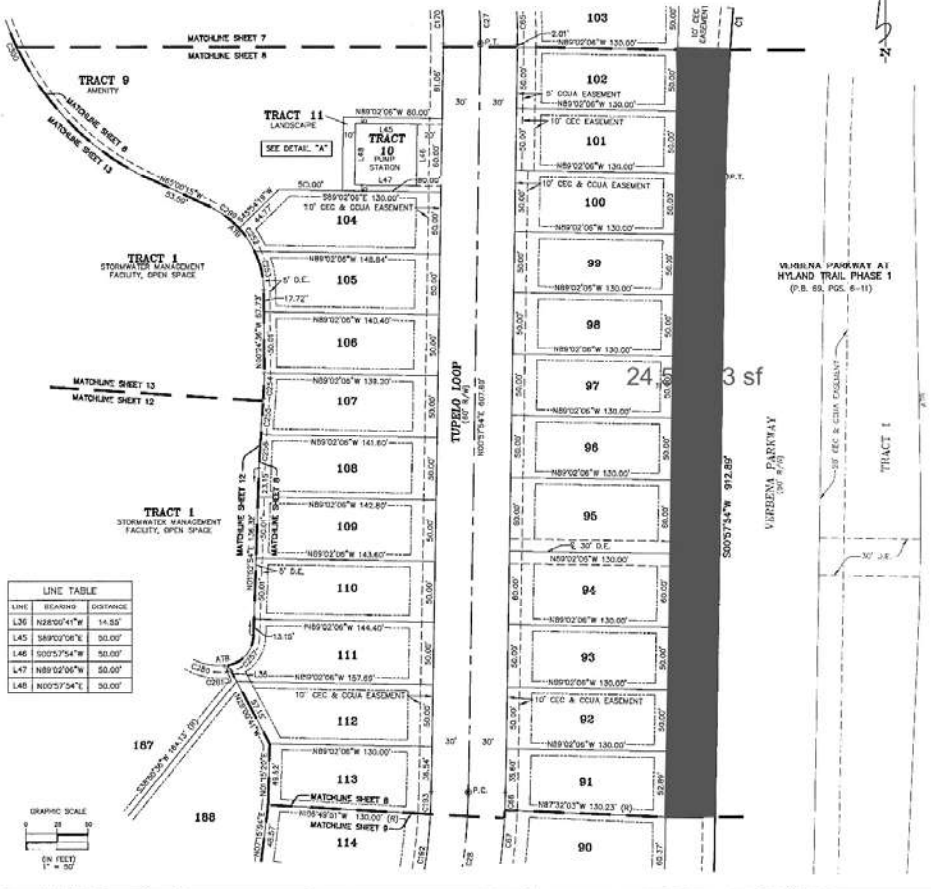
PLAT BOOK 71 PAGE 44

SHEET 8 OF 14 SHEETS

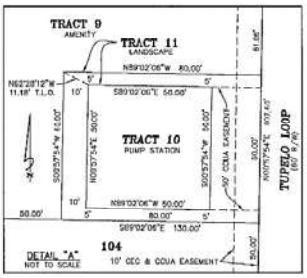
SEE SHEET 3 FOR GENERAL NOTES & LEGENDS



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	2170.00'	330.57'	8°43'42"	S05°19'45"W	330.25'
C27	350.00'	98.56'	16°07'56"	N07°04'06"W	98.22'
C28	500.00'	222.89'	25°32'29"	N13°41'09"E	221.05'
C65	380.00'	36.22'	5°27'39"	S01°45'56"E	36.20'
C66	530.00'	13.88'	1°30'03"	S01°42'56"W	13.88'
C67	530.00'	46.20'	5°12'38"	S05°04'16"W	46.18'
C170	320.00'	454.07'	81°16'02"	N39°41'07"W	416.92'
C192	470.00'	67.20'	8°11'32"	N07°15'54"E	67.14'
C193	470.00'	18.08'	2°12'14"	N02°04'01"E	18.08'
C252	76.43'	22.41'	16°47'56"	N33°57'05"W	22.33'
C253	76.43'	33.54'	25°08'31"	N12°58'59"W	33.27'
C254	200.00'	20.53'	5°52'98"	N02°21'03"E	20.53'
C255	900.00'	28.54'	1°49'50"	N04°31'56"E	29.54'
C256	900.00'	26.87'	1°42'37"	N02°44'13"E	26.86'
C257	25.00'	33.97'	77°50'53"	N40°48'21"E	31.41'
C280	50.00'	35.87'	40°46'25"	S72°36'38"E	34.82'
C281	25.00'	3.18'	7°16'52"	N83°22'13"E	3.17'
C299	76.43'	30.22'	22°39'11"	N53°40'39"W	30.02'
C300	221.26'	304.11'	78°44'59"	N25°37'45"W	280.73'
C309	2170.00'	149.32'	3°56'24"	S02°56'11"W	149.30'



LINE TABLE		
LINE	BEARING	DISTANCE
L36	N28°00'41"W	14.55'
L45	S89°02'06"E	50.00'
L46	S00°57'54"W	50.00'
L47	N89°02'06"W	50.00'
L48	N00°57'54"E	50.00'



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Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

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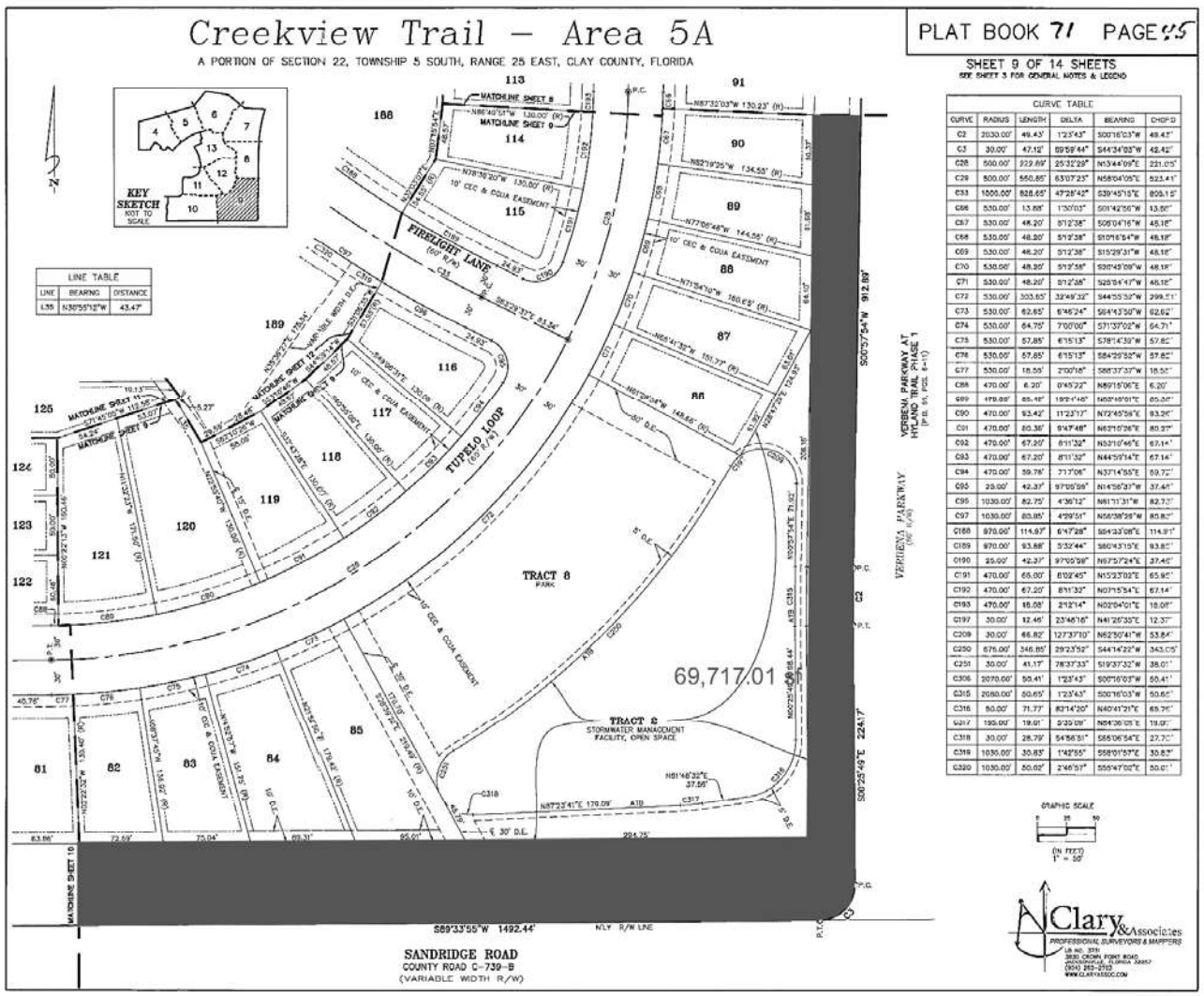
SHEET 9 OF 14 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



LINE TABLE		
LINE	BEARING	DISTANCE
L35	N30°55'12"W	43.47'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C2	2030.00'	49.43'	1°23'43"	S00°16'03"W	49.43'
C3	30.00'	47.12'	89°59'44"	S44°34'03"W	42.42'
C28	500.00'	222.69'	25°31'29"	N13°44'09"E	221.05'
C29	500.00'	550.85'	63°07'23"	N58°04'05"E	523.41'
C33	1000.00'	828.65'	47°28'42"	S39°45'15"E	805.15'
C66	530.00'	13.88'	1°30'03"	S01°42'56"W	13.88'
C67	530.00'	48.20'	5°12'38"	S05°04'16"W	48.18'
C68	530.00'	48.20'	5°12'38"	S10°16'54"W	48.18'
C69	530.00'	48.20'	5°12'38"	S15°29'31"W	48.18'
C70	530.00'	48.20'	5°12'38"	S20°41'09"W	48.18'
C71	530.00'	48.20'	5°12'38"	S25°53'47"W	48.16'
C72	530.00'	303.65'	32°49'32"	S44°55'33"W	299.51'
C73	530.00'	62.65'	6°46'24"	S64°43'50"W	62.62'
C74	530.00'	64.75'	7°00'00"	S71°37'02"W	64.71'
C75	530.00'	57.85'	6°15'13"	S78°14'39"W	57.82'
C76	530.00'	57.85'	6°15'13"	S84°29'52"W	57.82'
C77	530.00'	18.55'	2°00'16"	S88°37'37"W	18.55'
C88	470.00'	6.20'	0°45'22"	N89°15'06"E	6.20'
C89	470.00'	85.40'	10°24'46"	N83°49'01"E	85.28'
C90	470.00'	93.42'	11°23'17"	N72°45'56"E	93.26'
C91	470.00'	80.36'	9°47'48"	N62°10'26"E	80.27'
C92	470.00'	67.20'	8°11'32"	N53°10'46"E	67.14'
C93	470.00'	67.20'	8°11'32"	N44°59'14"E	67.14'
C94	470.00'	59.76'	7°17'06"	N37°14'55"E	59.72'
C95	25.00'	42.37'	97°05'09"	N14°56'37"W	37.46'
C96	1030.00'	82.75'	4°36'12"	N61°11'31"W	82.73'
C97	1030.00'	80.85'	4°29'51"	N56°38'29"W	80.82'
C188	970.00'	114.93'	6°47'28"	S64°33'08"E	114.87'
C189	970.00'	93.88'	5°32'44"	S60°43'15"E	93.85'
C190	25.00'	42.37'	97°05'09"	N63°57'24"E	37.46'
C191	470.00'	65.00'	8°02'45"	N15°23'03"E	65.95'
C192	470.00'	67.20'	8°11'32"	N07°15'54"E	67.14'
C193	470.00'	18.08'	2°12'14"	N02°04'01"E	18.08'
C197	30.00'	12.46'	23°48'18"	N41°26'35"E	12.37'
C209	30.00'	66.82'	127°37'10"	N62°50'41"W	53.84'
C250	675.00'	346.85'	29°27'52"	S44°14'22"W	343.05'
C251	30.00'	41.17'	78°37'33"	S19°37'32"W	38.01'
C306	2070.00'	50.41'	1°23'43"	S00°16'03"W	50.41'
C315	2080.00'	50.65'	1°23'43"	S00°16'03"W	50.65'
C316	50.00'	71.77'	82°14'20"	N40°41'21"E	65.76'
C317	193.00'	19.01'	5°39'09"	N84°26'05"E	19.01'
C318	30.00'	28.79'	54°58'51"	S66°06'54"E	27.70'
C319	1030.00'	30.83'	1°42'55"	S58°01'57"E	30.83'
C320	1030.00'	50.02'	2°46'51"	S55°47'02"E	50.01'

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Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

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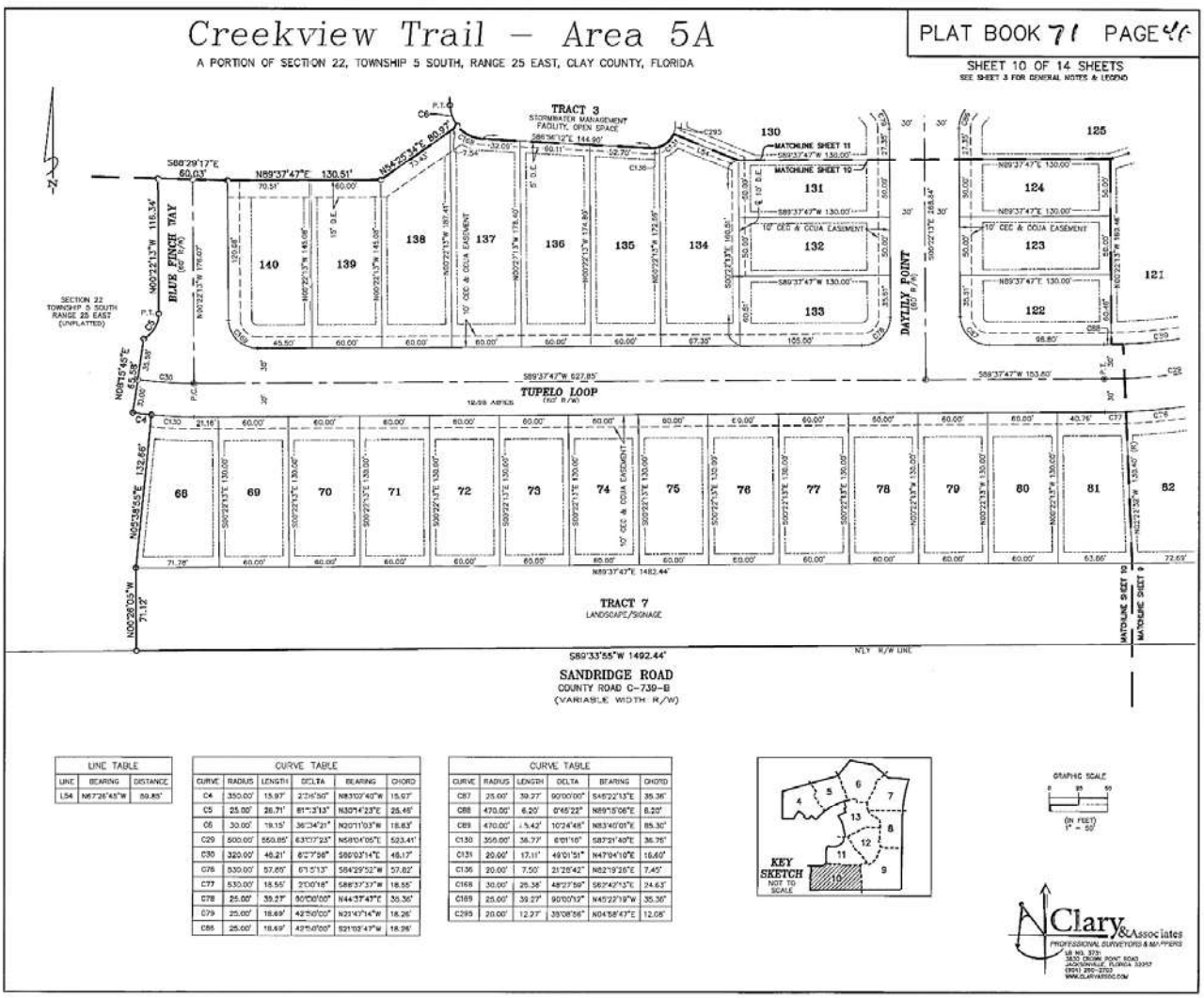
SHEET 10 OF 14 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



LINE TABLE		
LINE	BEARING	DISTANCE
L54	N67°26'45"W	59.85'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C4	350.00'	15.97'	2°36'50"	N83°03'40"W	15.97'
C5	25.00'	26.71'	61°13'13"	N30°14'23"E	25.45'
C6	30.00'	19.15'	36°34'21"	N20°11'03"W	18.83'
C29	500.00'	550.85'	63°07'23"	N58°04'05"E	523.41'
C30	320.00'	46.21'	8°16'56"	S86°03'14"E	46.17'
C76	530.00'	57.65'	6°13'13"	S84°29'52"W	57.62'
C77	530.00'	18.55'	2°00'18"	S88°37'37"W	18.55'
C78	25.00'	39.27'	90°00'00"	N44°37'47"E	35.36'
C79	25.00'	18.49'	42°24'00"	N21°43'14"W	18.26'
C86	25.00'	18.49'	42°24'00"	S21°02'47"W	18.26'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C87	25.00'	39.27'	90°00'00"	S45°22'13"E	35.36'
C88	470.00'	6.20'	0°45'22"	N89°15'06"E	6.20'
C89	470.00'	79.42'	10°24'46"	N83°40'01"E	85.30'
C130	350.00'	36.77'	6°01'16"	S87°21'40"E	36.75'
C131	20.00'	17.11'	49°01'51"	N47°04'10"E	16.60'
C136	20.00'	7.50'	21°28'42"	N82°19'26"E	7.45'
C168	30.00'	25.36'	48°27'59"	S67°40'43"E	24.63'
C169	25.00'	39.27'	90°00'13"	N45°22'19"W	35.36'
C295	20.00'	12.27'	35°08'56"	N04°58'47"E	12.08'

GRAPHIC SCALE
0 25 50
(IN FEET)
1" = 50'

Clary & Associates
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LB NO. 3731
3820 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
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WWW.CLARYASSOC.COM

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BK: 71 PG: 47

Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

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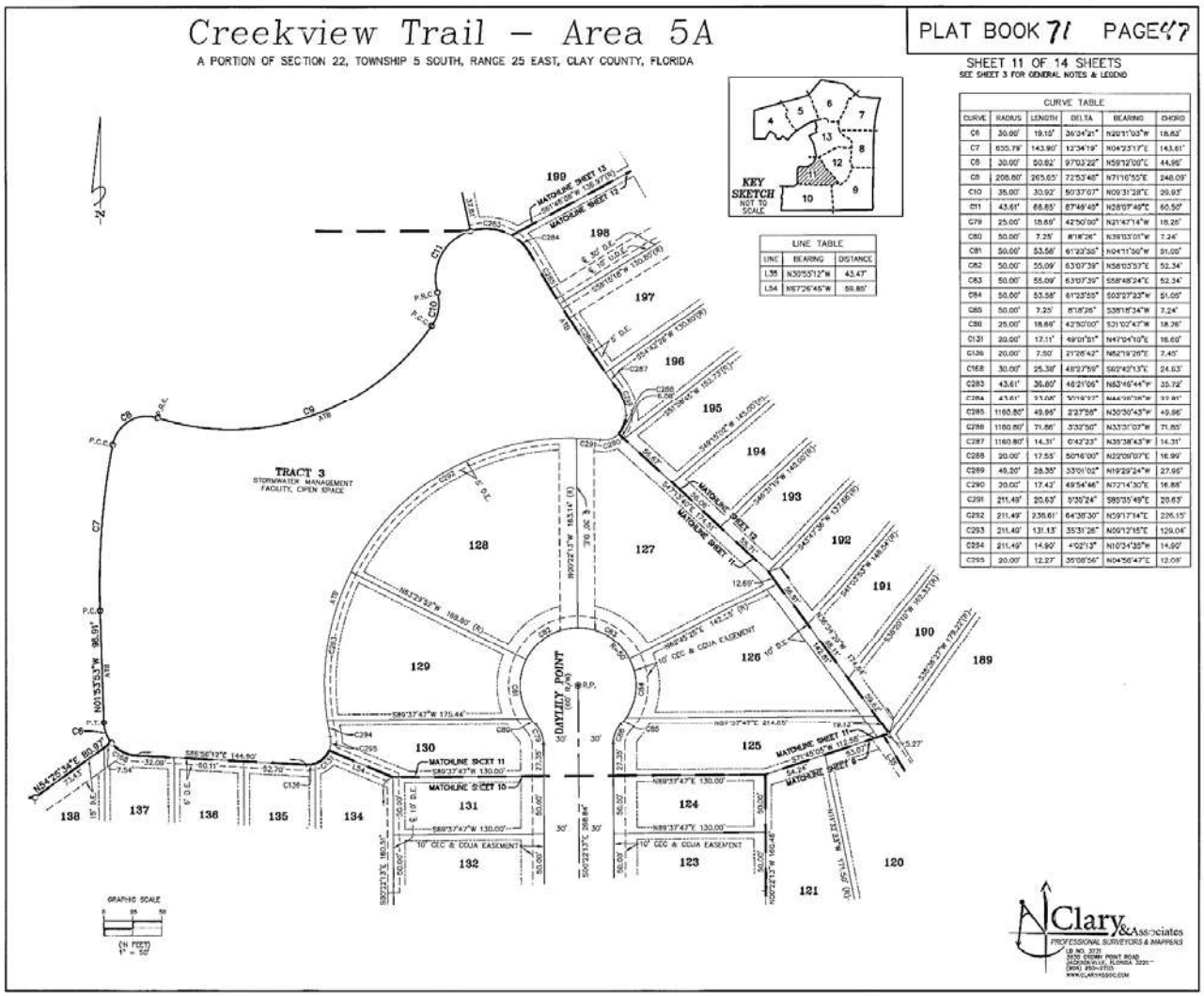
SHEET 11 OF 14 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



LINE TABLE

LINE	BEARING	DISTANCE
L35	N30°55'12"W	43.47'
L54	N67°26'45"W	59.85'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C6	30.00'	19.15'	36°34'21"	N20°31'03"W	18.83'
C7	635.79'	143.90'	12°34'19"	N04°23'17"E	143.61'
C8	30.00'	50.82'	97°03'22"	N59°12'00"E	44.96'
C9	208.80'	265.65'	72°53'48"	N71°16'55"E	248.09'
C10	35.00'	30.92'	50°37'07"	N09°31'28"E	29.93'
C11	43.61'	66.85'	87°49'40"	N28°07'49"E	60.50'
C79	25.00'	18.69'	42°50'00"	N21°47'14"W	18.26'
C80	50.00'	7.25'	8°18'26"	N39°03'01"W	7.24'
C81	50.00'	53.58'	61°23'55"	N04°11'50"W	51.05'
C82	50.00'	55.09'	63°07'39"	N58°03'57"E	52.34'
C83	50.00'	55.09'	63°07'39"	S58°48'24"E	52.34'
C84	50.00'	53.58'	61°23'55"	S03°27'23"W	51.05'
C85	50.00'	7.25'	8°18'26"	S38°18'34"W	7.24'
C86	25.00'	18.69'	42°50'00"	S21°02'47"W	18.26'
C131	20.00'	17.11'	49°01'51"	N47°04'10"E	16.60'
C136	20.00'	7.50'	21°28'42"	N52°19'26"E	7.45'
C168	30.00'	25.38'	48°27'59"	S02°42'13"E	24.63'
C283	43.61'	36.80'	48°21'06"	N63°46'44"W	35.72'
C284	43.61'	21.06'	30°19'27"	N44°26'28"W	22.81'
C285	1160.80'	49.96'	2°27'58"	N30°30'43"W	49.96'
C286	1160.80'	71.86'	3°32'50"	N33°31'07"W	71.85'
C287	1160.80'	14.31'	0°42'23"	N35°38'43"W	14.31'
C288	20.00'	17.55'	50°16'00"	N22°09'07"E	16.99'
C289	49.20'	28.35'	33°01'02"	N19°29'24"W	27.96'
C290	20.00'	17.42'	49°54'46"	N72°14'30"E	16.88'
C291	211.49'	20.63'	5°35'24"	S85°35'49"E	20.63'
C292	211.49'	236.61'	64°38'30"	N59°17'14"E	226.15'
C293	211.49'	131.13'	35°31'26"	N09°12'15"E	129.04'
C294	211.49'	14.90'	4°02'13"	N10°34'35"W	14.90'
C295	20.00'	12.27'	35°08'56"	N04°58'47"E	12.08'

Docusign Envelope ID: 5E5FCEA8-B89A-45D2-B9F5-AB1EA362BF67

BK: 71 PG: 48

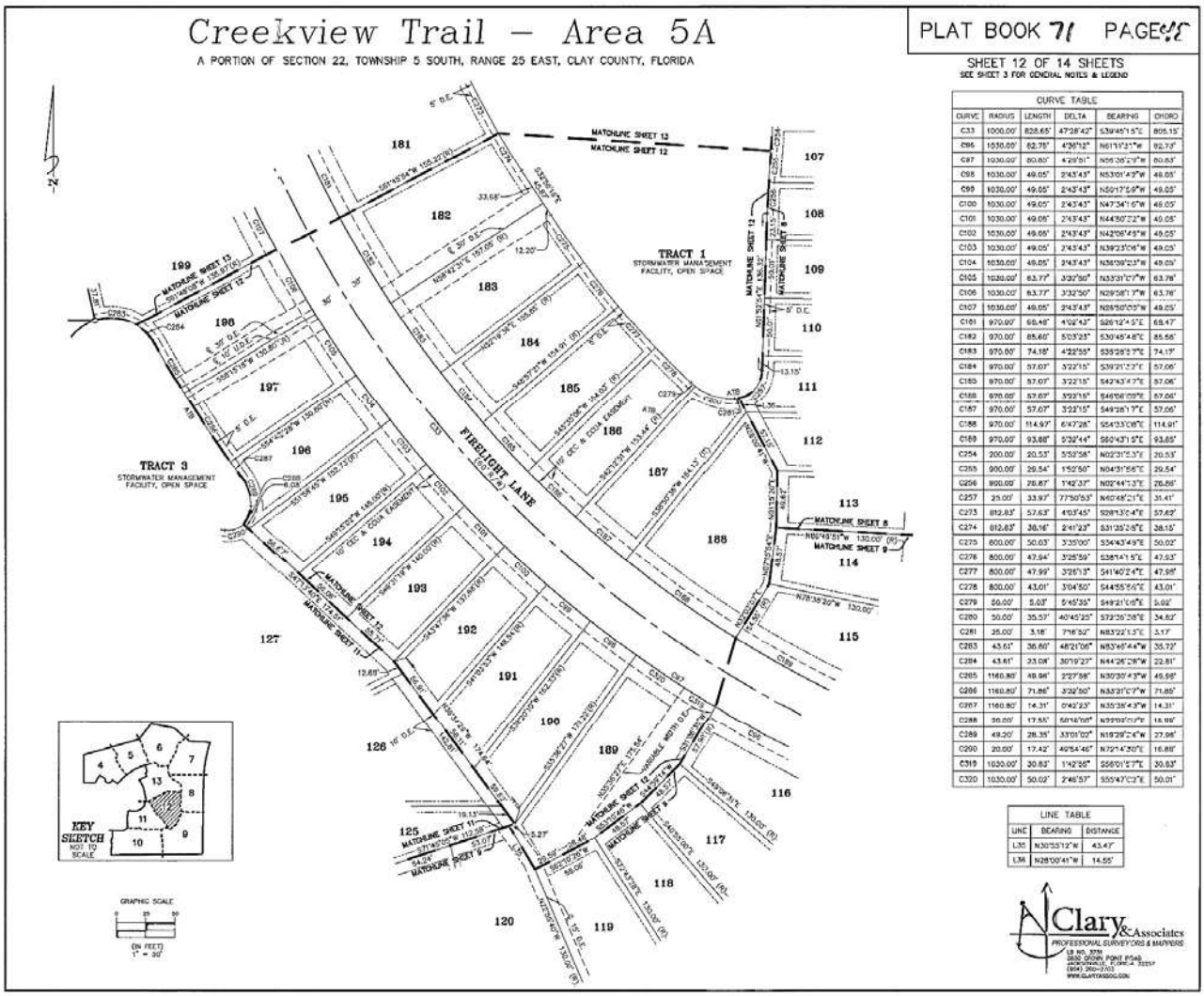
Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 71 PAGE 48

SHEET 12 OF 14 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C33	1000.00'	828.65'	47°28'42"	S39°45'15"E	805.15'
C96	1030.00'	82.75'	4°36'12"	N61°37'21"W	82.73'
C97	1030.00'	80.80'	4°29'51"	N56°36'21"W	80.65'
C98	1030.00'	49.05'	2°43'43"	N53°01'49"W	49.05'
C99	1030.00'	49.05'	2°43'43"	N50°17'5.6"W	49.05'
C100	1030.00'	49.05'	2°43'43"	N47°34'1.6"W	49.05'
C101	1030.00'	49.05'	2°43'43"	N44°50'22"W	49.05'
C102	1030.00'	49.05'	2°43'43"	N42°06'49"W	49.05'
C103	1030.00'	49.05'	2°43'43"	N39°23'06"W	49.05'
C104	1030.00'	49.05'	2°43'43"	N36°39'23"W	49.05'
C105	1030.00'	63.77'	3°32'50"	N33°31'0.7"W	63.76'
C106	1030.00'	63.77'	3°32'50"	N29°58'1.7"W	63.76'
C107	1030.00'	49.05'	2°43'43"	N26°50'03"W	49.05'
C181	970.00'	68.46'	4°02'43"	S26°12'4.5"E	68.47'
C182	970.00'	85.60'	5°03'23"	S30°45'4.8"E	85.56'
C183	970.00'	74.18'	4°22'55"	S35°28'3.7"E	74.17'
C184	970.00'	57.03'	3°22'15"	S39°21'2.3"E	57.06'
C185	970.00'	57.03'	3°22'15"	S42°43'4.7"E	57.06'
C186	970.00'	57.03'	3°22'15"	S46°06'07"E	57.06'
C187	970.00'	57.07'	3°22'15"	S49°28'1.7"E	57.06'
C188	970.00'	114.93'	6°47'28"	S54°33'0.8"E	114.91'
C189	970.00'	93.68'	5°32'14"	S60°43'1.5"E	93.65'
C254	200.00'	20.53'	5°52'58"	N02°31'2.3"E	20.53'
C255	900.00'	29.54'	1°52'50"	N04°31'56"E	29.54'
C256	900.00'	26.85'	1°42'37"	N02°44'1.3"E	26.86'
C257	25.00'	33.97'	77°50'53"	N40°48'21"E	31.41'
C273	812.83'	57.63'	4°03'45"	S28°13'0.4"E	57.62'
C274	812.83'	38.16'	2°41'23"	S31°25'2.6"E	38.15'
C275	800.00'	50.03'	3°35'00"	S34°43'4.9"E	50.02'
C276	800.00'	47.94'	3°26'59"	S38°41'1.5"E	47.93'
C277	800.00'	47.99'	3°26'13"	S41°40'2.4"E	47.98'
C278	800.00'	43.01'	3°04'50"	S44°55'5.0"E	43.01'
C279	50.00'	5.03'	5°45'35"	S49°21'0.8"E	5.02'
C280	50.00'	35.53'	40°42'25"	S73°36'2.8"E	34.62'
C281	25.00'	3.18'	7°16'52"	N83°22'1.3"E	3.17'
C283	43.61'	36.80'	48°21'06"	N83°45'4.4"W	35.72'
C284	43.61'	23.08'	30°19'27"	N44°26'2.8"W	22.81'
C285	1160.80'	49.96'	2°27'58"	N30°30'4.3"W	49.96'
C286	1160.80'	71.86'	3°32'50"	N33°31'0.7"W	71.85'
C287	1160.80'	14.31'	0°42'23"	N35°36'4.3"W	14.31'
C288	35.00'	17.55'	50°16'06"	N59°09'0.0"E	16.99'
C289	49.20'	28.35'	33°01'02"	N19°29'2.4"W	27.96'
C290	20.00'	17.42'	49°54'46"	N72°14'2.0"E	16.88'
C319	1030.00'	30.83'	1°42'26"	S56°01'5.7"E	30.83'
C320	1030.00'	50.02'	2°46'57"	S55°47'0.3"E	50.01'

LINE TABLE

LINE	BEARING	DISTANCE
L35	N30°53'12"W	43.47'
L36	N28°00'41"W	14.55'

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BK: 71 PG: 49

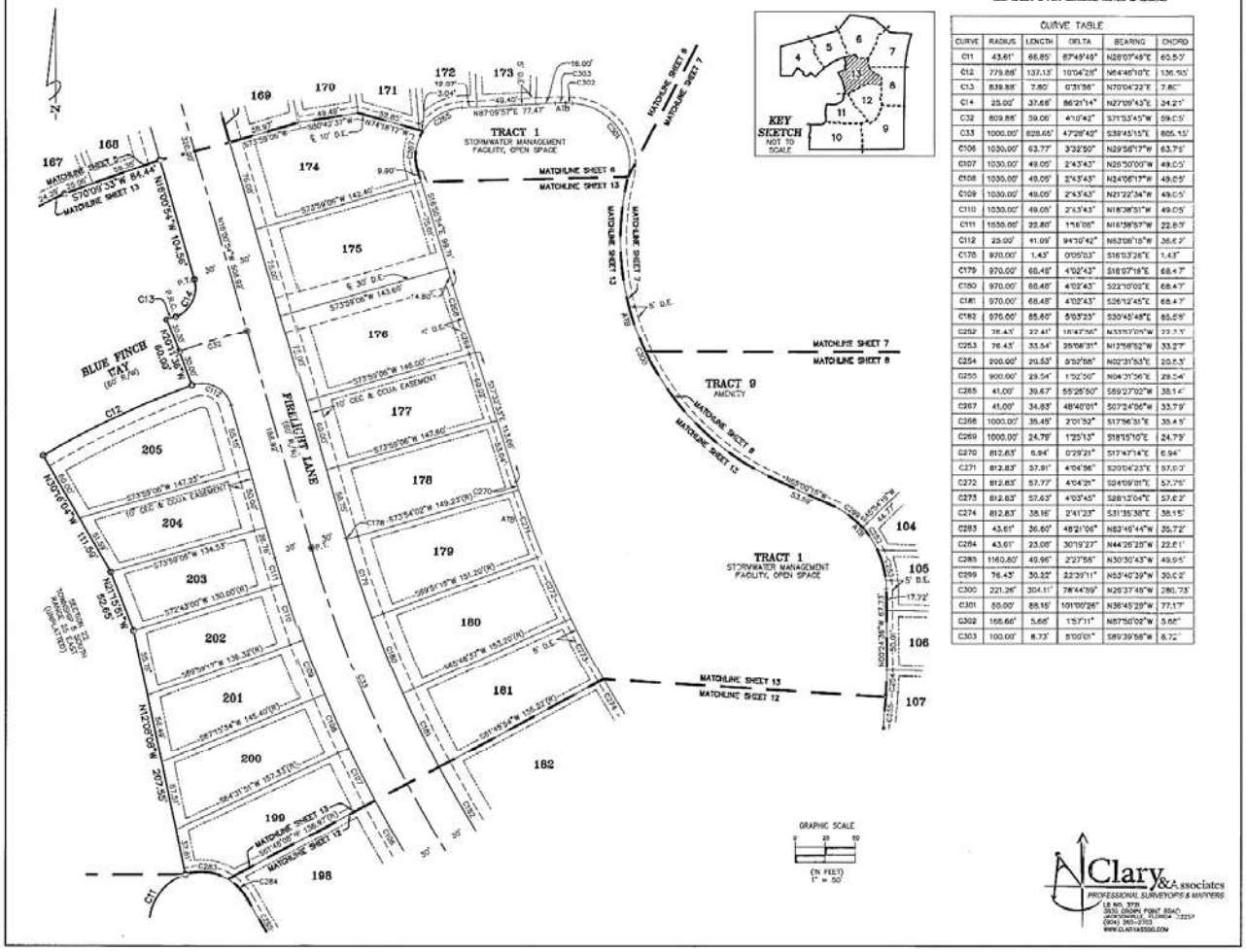
Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 71 PAGE 47

SHEET 13 OF 14 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C11	43.61'	66.85'	87°49'49"	N28°07'49"E	60.51'
C12	779.86'	137.15'	10°04'28"	N84°46'10"E	136.95'
C13	839.86'	7.80'	0°31'56"	N70°04'22"E	7.80'
C14	25.00'	37.68'	86°21'14"	N27°09'43"E	34.21'
C32	809.86'	59.06'	4°10'42"	S71°53'45"W	59.05'
C33	1000.00'	828.65'	47°28'40"	S39°45'15"E	805.15'
C106	1030.00'	63.77'	3°32'50"	N29°56'17"W	63.76'
C107	1030.00'	49.05'	2°43'43"	N26°50'00"W	49.05'
C108	1030.00'	49.05'	2°43'43"	N24°06'17"W	49.05'
C109	1030.00'	49.05'	2°43'43"	N21°22'34"W	49.05'
C110	1030.00'	49.05'	2°43'43"	N18°38'51"W	49.05'
C111	1030.00'	22.80'	1°16'08"	N16°58'57"W	22.80'
C112	25.00'	41.09'	94°10'42"	N63°06'18"W	36.62'
C178	970.00'	1.43'	0°05'03"	S16°13'26"E	1.43'
C179	970.00'	66.48'	4°02'43"	S18°07'18"E	66.47'
C180	970.00'	66.48'	4°02'43"	S22°10'02"E	66.47'
C181	970.00'	66.48'	4°02'43"	S26°12'45"E	66.47'
C182	970.00'	85.60'	5°03'23"	S30°45'48"E	85.58'
C252	76.43'	22.41'	16°47'56"	N33°57'05"W	22.33'
C253	76.43'	33.54'	25°08'31"	N13°58'52"W	33.27'
C254	200.00'	20.53'	5°52'58"	N02°31'53"E	20.53'
C255	900.00'	29.54'	1°52'50"	N04°31'56"E	29.54'
C265	41.00'	39.67'	55°25'50"	S69°27'02"W	38.14'
C267	41.00'	34.83'	48°40'01"	S07°24'06"W	33.79'
C268	1000.00'	35.45'	2°01'52"	S17°56'31"E	35.45'
C269	1000.00'	24.79'	1°25'13"	S18°15'10"E	24.79'
C270	812.83'	5.94'	0°29'21"	S17°47'14"E	5.94'
C271	812.83'	57.91'	4°04'56"	S20°04'23"E	57.90'
C272	812.83'	57.77'	4°04'21"	S24°09'01"E	57.75'
C273	812.83'	57.63'	4°03'45"	S28°12'04"E	57.62'
C274	812.83'	38.16'	2°41'23"	S31°35'38"E	38.15'
C283	43.61'	36.80'	48°21'06"	N83°46'44"W	35.72'
C284	43.61'	23.05'	30°19'27"	N44°26'28"W	22.61'
C285	1160.80'	49.96'	2°27'55"	N30°30'43"W	49.95'
C299	76.43'	30.22'	22°39'11"	N53°40'39"W	30.02'
C300	221.26'	304.11'	78°44'59"	N25°37'49"W	280.73'
C301	50.00'	88.16'	101°00'26"	N36°45'29"W	77.17'
C302	166.66'	5.68'	1°57'11"	N87°50'02"W	5.68'
C303	100.00'	8.73'	5°00'01"	S89°39'58"W	8.72'

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BK: 71 PG: 50

Creekview Trail – Area 5A

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

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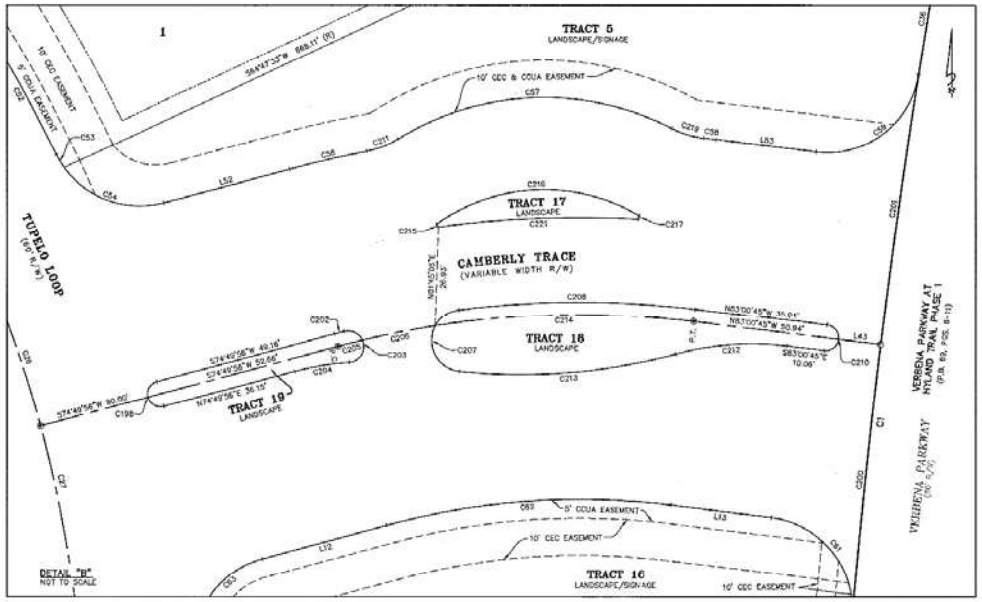
SHEET 14 OF 14 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	2170.00'	330.57'	8°43'42"	S05°19'45"W	330.25'
C26	350.00'	398.09'	65°10'04"	N47°45'06"W	376.97'
C27	350.00'	98.55'	16°07'56"	N07°06'05"W	98.22'
C36	2170.00'	63.10'	1°39'56"	S09°46'43"W	63.10'
C52	380.00'	43.34'	6°32'04"	S29°06'25"E	43.31'
C53	25.00'	4.22'	9°40'00"	S30°40'23"E	4.21'
C54	25.00'	30.40'	69°39'41"	S70°20'13"E	28.56'
C56	300.00'	21.41'	4°05'21"	S76°52'36"W	21.41'
C57	74.80'	77.17'	59°06'47"	S87°36'19"W	73.76'
C58	300.00'	3.31'	0°37'52"	N83°19'41"W	3.31'
C59	25.00'	38.42'	88°02'31"	N52°57'38"E	34.75'
C61	25.00'	38.42'	88°02'31"	N35°59'30"W	34.75'
C62	200.00'	77.34'	22°09'19"	S85°54'30"W	76.86'
C63	25.00'	22.54'	51°38'29"	S49°00'11"W	21.78'
C198	3.50'	11.00'	180°00'00"	S15°10'04"E	7.00'
C200	2170.00'	74.16'	1°57'29"	S06°00'30"W	74.16'
C201	2170.00'	74.16'	1°57'29"	S07°57'59"W	74.16'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C202	253.50'	2.70'	0°36'33"	S75°08'19"W	2.70'
C203	4.25'	14.13'	190°26'07"	N29°20'28"W	8.46'
C204	77.50'	14.94'	11°02'40"	N80°21'16"E	14.92'
C205	250.00'	6.85'	1°34'10"	S75°37'01"W	6.85'
C206	250.00'	20.08'	4°36'07"	S78°42'09"W	20.07'
C207	8.50'	24.71'	166°35'15"	N00°41'56"W	16.88'
C208	253.50'	63.68'	14°23'33"	S89°47'28"W	63.51'
C210	3.50'	11.00'	180°00'01"	N09°59'13"E	7.00'
C211	25.00'	9.14'	20°57'21"	N68°26'36"E	9.09'
C212	77.50'	30.35'	22°26'06"	N85°48'12"E	30.15'
C213	156.50'	58.40'	21°22'18"	N85°16'47"E	58.26'
C214	253.00'	69.74'	15°47'03"	S88°59'43"W	69.52'
C215	0.50'	1.33'	152°09'03"	S21°52'00"E	0.97'
C216	49.50'	57.79'	66°53'16"	S87°38'19"W	54.56'
C217	0.50'	1.33'	152°09'03"	N17°09'29"E	0.97'
C219	25.00'	9.14'	20°57'21"	S73°09'51"E	9.09'
C221	276.50'	84.00'	17°11'22"	N87°38'19"E	83.91'

LINE TABLE		
LINE	BEARING	DISTANCE
L12	S74°49'56"W	34.67'
L13	N83°00'45"W	27.22'
L43	N83°00'45"W	11.50'
L52	S74°49'56"W	34.67'
L53	S83°00'45"E	27.22'

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2203
WWW.CLARYASSOC.COM

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CFN # 1000001482, PB BK: 75 PG: 60, Pages1 / 7, Recorded 8/29/2024 8:26 AM,
TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL
Deputy Clerk hallj

Creekview Trail – Area 5B

A PORTION OF SECTIONS 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 75 PAGE 60

SHEET 1 OF 7 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

CAPTION

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°25'27" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°11'40" WEST, ALONG LAST SAID LINE, 1389.46 FEET, THENCE CONTINUE SOUTH 00°11'40" WEST, CONTINUING ALONG LAST SAID LINE, 465.13 FEET, TO THE POINT OF BEGINNING, THENCE SOUTH 89°47'23" EAST, 188.16 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1289.88 FEET, AN ARC DISTANCE OF 150.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°13'42" EAST, 150.51 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 50.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°14'45" EAST, 50.45 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°53'05" EAST, 55.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°12'54" EAST, 34.53 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1159.88 FEET, AN ARC DISTANCE OF 3.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°22'42" WEST, 3.09 FEET; THENCE SOUTH 53°30'00" EAST, 60.05 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°38'55" EAST, 36.25 FEET; THENCE NORTH 37°06'55" EAST, 60.00 FEET; THENCE SOUTH 52°53'05" EAST, 103.07 FEET; THENCE NORTH 42°36'51" EAST, 84.75 FEET; THENCE NORTH 47°02'08" EAST, 112.65 FEET; THENCE NORTH 55°33'23" EAST, 168.79 FEET; THENCE NORTH 64°10'36" EAST, 112.71 FEET; THENCE NORTH 70°09'33" EAST, 84.44 FEET; THENCE SOUTH 16°00'54" EAST, 104.56 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 37.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°09'43" WEST, 34.21 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 839.88 FEET, AN ARC DISTANCE OF 7.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°04'22" WEST, 7.80 FEET; THENCE SOUTH 20°11'36" EAST, 60.00 FEET; TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 779.88 FEET, AN ARC DISTANCE OF 137.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°46'10" WEST, 136.95 FEET; THENCE SOUTH 30°16'04" EAST, 111.59 FEET; THENCE SOUTH 21°15'51" EAST, 52.65 FEET; THENCE SOUTH 12°08'08" EAST, 207.55 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 43.61 FEET, AN ARC DISTANCE OF 66.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°07'49" WEST, 60.50 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 30.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°31'28" WEST, 29.93 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 208.80 FEET, AN ARC DISTANCE OF 265.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°15'55" WEST, 248.09 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 50.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°12'08" WEST, 44.96 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 655.79 FEET, AN ARC DISTANCE OF 143.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°23'17" WEST, 143.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°53'53" EAST, 96.91 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 19.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°11'03" EAST, 18.83 FEET; THENCE SOUTH 54°25'34" WEST, 80.97 FEET; THENCE SOUTH 89°37'47" WEST, 130.51 FEET; THENCE NORTH 88°29'17" WEST, 60.03 FEET; THENCE SOUTH 00°22'13" EAST, 116.34 FEET; TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 26.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°14'23" WEST, 25.46 FEET; THENCE SOUTH 08°15'45" WEST, 65.58 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 15.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°02'40" EAST, 15.97 FEET; THENCE SOUTH 05°38'55" WEST, 132.66 FEET; THENCE SOUTH 00°26'05" EAST, 71.12 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SANDRIDGE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW STABLISHED; THENCE SOUTH 89°33'55" WEST, ALONG LAST SAID LINE, 464.67 FEET, TO AFORESAID EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951; THENCE NORTH 00°11'40" EAST, 1199.94 FEET, TO THE POINT OF BEGINNING.

CONTAINING 22.70 ACRES, MORE OR LESS.

COUNTY COMMISSIONERS' APPROVAL

EXAMINED AND APPROVED THIS 13 DAY OF August A.D. 2024, BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA.

JIM SENNINGER, CHAIRMAN

TARA S. GREEN, CLERK OF COURT AND COMPTROLLER, EX OFFICIO CLERK TO THE BOARD

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN RECORDED IN PLAT BOOK 75 PAGES 60-66 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA ON THIS 27 DAY OF August A.D. 2024.

TARA S. GREEN, CLERK OF COURT AND COMPTROLLER, EX OFFICIO CLERK TO THE BOARD

COUNTY ENGINEER APPROVAL

EXAMINED AND APPROVED THIS 19th DAY OF August A.D. 2024.

DIRECTOR OF ENGINEERING

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICES APPROVAL

EXAMINED AND APPROVED THIS 19th DAY OF August A.D. 2024.

DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES

CERTIFICATE OF REVIEW BY SURVEYOR/MAPPER

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THEY HAVE REVIEWED THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA, IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177.081(1), FLORIDA STATUTES, AND HAS DETERMINED THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. THE UNDERSIGNED DID NOT PREPARE THIS PLAT. THIS CERTIFICATE IS MADE AS OF THE 27TH DAY OF August, 2024.

RICK LEE MECKLENBURG
FLORIDA REGISTRATION LAND SURVEYOR NO. 5920
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257

SURVEYOR'S CERTIFICATE

KNOW ALL YE MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED, AND WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF PART 1, CHAPTER 177 FLORIDA STATUTES. SIGNED AND SEALED THIS 27 DAY OF August, 2024 A.D.

MICHAEL J. COLLIGAN
FLORIDA REGISTERED LAND SURVEYOR NO. 6788
CLARY AND ASSOCIATES
L.B. NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-3703
WWW.CLARYASSOC.COM

Docusign Envelope ID: 5E5FCEA8-B89A-45D2-B9F5-AB1EA362BF67

Creekview Trail – Area 5B

A PORTION OF SECTIONS 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 75 PAGE 61

SHEET 2 OF 7 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT CREEKVIEW GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREINAFTER 'DEDICATOR', IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOW AS CREEKVIEW TRAIL – AREA 5B, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

ALL DRAINAGE EASEMENTS AND UNOBSTRUCTED DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT (THE "CDD"), ITS SUCCESSORS AND ASSIGNS, ON A NON-EXCLUSIVE BASIS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

THE DRAINAGE EASEMENTS HEREBY SHALL PERMIT THE CDD, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID LAKES AND FILTRATION SYSTEMS WHICH THESE EASEMENT TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON ALL BOULEVARDS, ROADS, DRIVES, LANES, COURTS, PLACES, AND STREETS HEREBY DEDICATED, TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS, AND ALL OTHER SUBSTANCES WHICH MAY FLOW OR PASS FROM SAID TRAILS, COURTS, LANES AND STREETS, FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID LAKES AND FILTRATION SYSTEMS, AND SHALL PERMIT CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID LAKES AND FILTRATION SYSTEMS WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON THE FUTURE RIGHT OF WAY HEREBY DEDICATED TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS, AND ALL OTHERS SUBSTANCES WHICH MAY FLOW OR PASS FROM SAID FUTURE RIGHT OF WAY, FROM ADJACENT LAND, OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID LAKES AND FILTRATION SYSTEMS, ALL OF THE ABOVE SHALL BE WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS FOR ANY DAMAGE, INJURIES, OR LOSSES TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OF USE OF THESE DRAINAGE EASEMENTS BY THE CDD, ITS SUCCESSORS AND ASSIGNS, OR BY CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS.

CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE OR DESTRUCTION OF WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEDICATOR OR ANY OTHER PERSON WITHIN THE AREA OF THE LAND HEREBY PLATTED, OR OF THE LAKES AND FILTRATION SYSTEMS SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE EXISTENCE OF THE LAKES AND FILTRATION SYSTEMS AND THAT WHICH RETAINS IT TO EFFECT ADEQUATE DRAINAGE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REMOVE ANY WATER LEVEL CONTROL STRUCTURES OR ANY PART THEREOF. THE DEDICATOR, AS OWNER OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY CLAY COUNTY AND SAVE IT HARMLESS FROM SUITS, ACTION, DAMAGES AND LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE LAKES AND FILTRATION SYSTEMS DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OF OMISSION OF THE DEDICATOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES WITH CREEKVIEW TRAIL – AREA 5B. THIS INDEMNIFICATION SHALL RUN WITH THE LAND AND THE ASSIGNS OF THE DEDICATOR AND SHALL BE SUBJECT TO IT.

TRACT 1 (LANDSCAPE/SIGNAGE) AND TRACT 2 (LANDSCAPE), BLUE FINCH WAY, CLEMENTINE LANE, NEW MOON CIRCLE, AND TUPELO LOOP, AS SHOWN HEREON, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CDD, ITS SUCCESSORS AND ASSIGNS.

TRACT 3 (POCKET PARK) AND TRACT 4 (LANDSCAPE) ARE HEREBY RESERVED AND RETAINED BY DEDICATOR; PROVIDED, HOWEVER, THAT DEDICATOR RESERVES THE RIGHT TO CONVEY TITLE TO SAID LAND TO A PROPERTY OWNERS' ASSOCIATION, THE CDD, OR OTHER PERPETUAL MAINTENANCE ENTITY.

THE UNDERSIGNED DEDICATOR, ITS SUCCESSORS AND ASSIGNS HEREBY GRANTS TO THE PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT AND THEIR GUESTS, INVITEES, DELIVERY, PICK-UP, FIRE PROTECTION SERVICES, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES MAIL CARRIERS, AND REPRESENTATIVES OF THE UTILITIES TO SERVE THE LAND, HOLDERS OF MORTGAGE LIENS AND SUCH OTHERS AS MAY BE DESIGNATED, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS BLUE FINCH WAY, CLEMENTINE LANE, NEW MOON CIRCLE, AND TUPELO LOOP.

THE BOARD OF COUNTY COMMISSIONERS EXPRESSLY REJECTS ANY ROAD, STREET, DRAINAGE, OR OTHER COMMON FACILITY FOR MAINTENANCE BY CLAY COUNTY.

IN THE EVENT OF A TERMINATION OR DISSOLUTION OF THE CDD, IN ACCORDANCE WITH SECTION 190.046, FLORIDA STATUTES, OR ITS FAILURE TO MAINTAIN THE ROADWAYS AND DRAINAGE FACILITIES, NONE OF THE FOREGOING SHALL PREVENT CLAY COUNTY FROM ESTABLISHING A MUNICIPAL SERVICE TAXING UNIT, MUNICIPAL SERVICE BENEFIT UNIT, STORMWATER UTILITY, TRANSPORTATION UTILITY, OR ANY OTHER SPECIAL ASSESSMENT/FEE SYSTEM WITHIN ANY SUBDIVISION FOR THE FURNISHING OF THE ROADS, STREETS, DRAINAGE, OR OTHER BENEFITS. NOR SHALL ANY OF THE FOREGOING PROHIBIT THE ACCEPTANCE FOR MAINTENANCE OF ROADS OR COMMON FACILITIES BY THE CLAY COUNTY COMMISSION IF AFTER THE FILING OF ANY PLAT, THE FACILITIES TO BE ACCEPTED BY THE BOARD FOR MAINTENANCE ARE UPGRADED TO COUNTY ACCEPTANCE STANDARDS BY CONTRIBUTION OF THE LOCAL DEVELOPER OR HOMEOWNERS OR BY ESTABLISHMENT OF A MUNICIPAL SERVICE BENEFIT UNIT.

ALL EASEMENTS, FOR THE WATER AND SEWER SYSTEMS, MARKED CCUA AND SHOWN ON THIS PLAT, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY UTILITY AUTHORITY (CCUA), ITS SUCCESSORS AND ASSIGNS.

DEDICATOR HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATES TO CEC, IT'S SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT OVER, UPON AND UNDER THE ROAD RIGHTS-OF-WAY DESIGNATED ON THIS PLAT AND ALL FUTURE RIGHT OF WAY TRACTS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF CEC UTILITIES TOGETHER WITH THE RIGHT OF CEC ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS TO AND OVER SAID ROAD RIGHTS-OF WAY DESIGNATED ON THIS PLAT.

A NON-EXCLUSIVE EASEMENT OVER, UPON AND UNDER THE ROAD RIGHTS-OF-WAY DESIGNATED ON THIS PLAT, AS BLUE FINCH WAY, CLEMENTINE LANE, NEW MOON CIRCLE, AND TUPELO LOOP IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY UTILITY AUTHORITY (CCUA), ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF CCUA UTILITIES, TOGETHER WITH THE RIGHT OF CCUA ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS TO AND OVER SAID ROAD RIGHTS-OF-WAY.

ALL EASEMENTS FOR THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM, MARKED CEC AND SHOWN ON PLAT, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY ELECTRIC COOPERATIVE, INC. ('CEC'), ITS SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, CREEKVIEW GP, LLC, HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

THIS 8th DAY OF August, A.D., 2024.

CREEKVIEW GP, LLC

CREEKVIEW GP, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: Chris Rusnak
Print Name: CHRISTOPHER J. RUSNAK
Title: VICE PRESIDENT

Witness: [signature]
Print Name: Joe Corcoran
Witness: [signature]
Print Name: Brad Cobern

NOTARY FOR CREEKVIEW GP, LLC

STATE: Florida
COUNTY: Duval

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 8 DAY OF August, 2024, A.D., BY CHRISTOPHER J. RUSNAK, AS VICE PRESIDENT OF CREEKVIEW GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, [✓] WHO IS PERSONALLY KNOWN TO ME OR [ ] WHO HAS PRODUCED A _____ AS IDENTIFICATION.

[signature]
NOTARY PUBLIC, STATE OF FLORIDA
PRINT NAME: Viktoriya Vavkova
COMMISSION # HH459442
MY COMMISSION EXPIRES 6/11/27

MORTGAGEE'S CONSENT: LENNAR HOMES, LLC

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 4648, PAGE 373 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, ENCUMBERING A PORTION OF THE LANDS DESCRIBED IN THE CAPTION HEREON. THE UNDERSIGNED HEREBY JOINS AND CONSENTS TO THE DEDICATIONS BY THE OWNER OF THE LANDS DESCRIBED IN THE ADOPTION AND DEDICATION SECTION HEREIN AND AGREES THAT THE MORTGAGE DOCUMENTS SHALL BE SUBORDINATED TO SAID DEDICATIONS.

LENNAR HOMES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: [signature]
NAME: Christine K Brown
TITLE: Vice President

WITNESS: [signature]
PRINT: Michael Mercantini
WITNESS: [signature]
PRINT: Gabriel Nieto

NOTARY FOR LENNAR HOMES, LLC

STATE: FLORIDA
COUNTY: DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 12 DAY OF AUGUST, 2024, A.D., BY CHRISTINE BROWN AS VP OF LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, [✓] WHO IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

[signature]
NOTARY PUBLIC, STATE OF FLORIDA
TYPE OR PRINT NAME: CHRISTINE BROWN
COMMISSION # HH254055
MY COMMISSION EXPIRES 10/3/2026

SUBDIVISION IMPROVEMENT GUARANTEE:

AS A CONDITION PRECEDENT TO THE RECORDATION OF THIS PLAT IN THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT (THE "CDD") DOES HEREBY GUARANTEE TO EACH AND EVERY PERSON, FIRM, COPARTNERSHIP OR CORPORATION, THEIR HEIRS, SUCCESSORS AND ASSIGNS, WHO SHALL PURCHASE A LOT OR LOTS IN SAID SUBDIVISION FROM SAID OWNER THAT SAID OWNER SHALL WITHIN 24 MONTHS OF THE DATE OF ACCEPTANCE OF THE STREET AND DRAINAGE IMPROVEMENTS BY THE CDD THEREOF FULLY COMPLY WITH EACH AND EVERY REGULATION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, COVERING SUBDIVISIONS IN EFFECT AT THE TIME OF FILING OF THIS PLAT INSOFAR AS THE SAME AFFECTS A LOT OR LOTS SOLD. TIME OF PERFORMANCE BEING OF THE ESSENCE, THIS GUARANTEE SHALL BENEFIT AND BE DEEMED APPURTENANT TO THE LOTS IN THIS SUBDIVISION AS IF THIS GUARANTEE WERE REFERENCED VERBATIM IN EACH CONVEYANCE OR CONTRACT OF SALE.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES

By: [signature]
Print Name: GREGG KERN
Title: CHAIRMAN OF THE BOARD OF SUPERVISORS

Witness: [signature]
Print Name: Meghan Whitehead
Witness: [signature]
Print Name: E. Jane Gentile

NOTARY FOR CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

STATE: Florida
COUNTY: Duval

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 8 DAY OF August, 2024, A.D., BY GREGG KERN, AS CHAIRMAN OF THE BOARD OF SUPERVISORS OF CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE DISTRICT, [✓] WHO IS PERSONALLY KNOWN TO ME OR [ ] WHO HAS PRODUCED A _____ AS IDENTIFICATION.

[signature]
NOTARY PUBLIC, STATE OF FLORIDA
PRINT NAME: Viktoriya Vavkova
COMMISSION # HH459442
MY COMMISSION EXPIRES 6/11/27

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-3703
WWW.CLARYASSOC.COM

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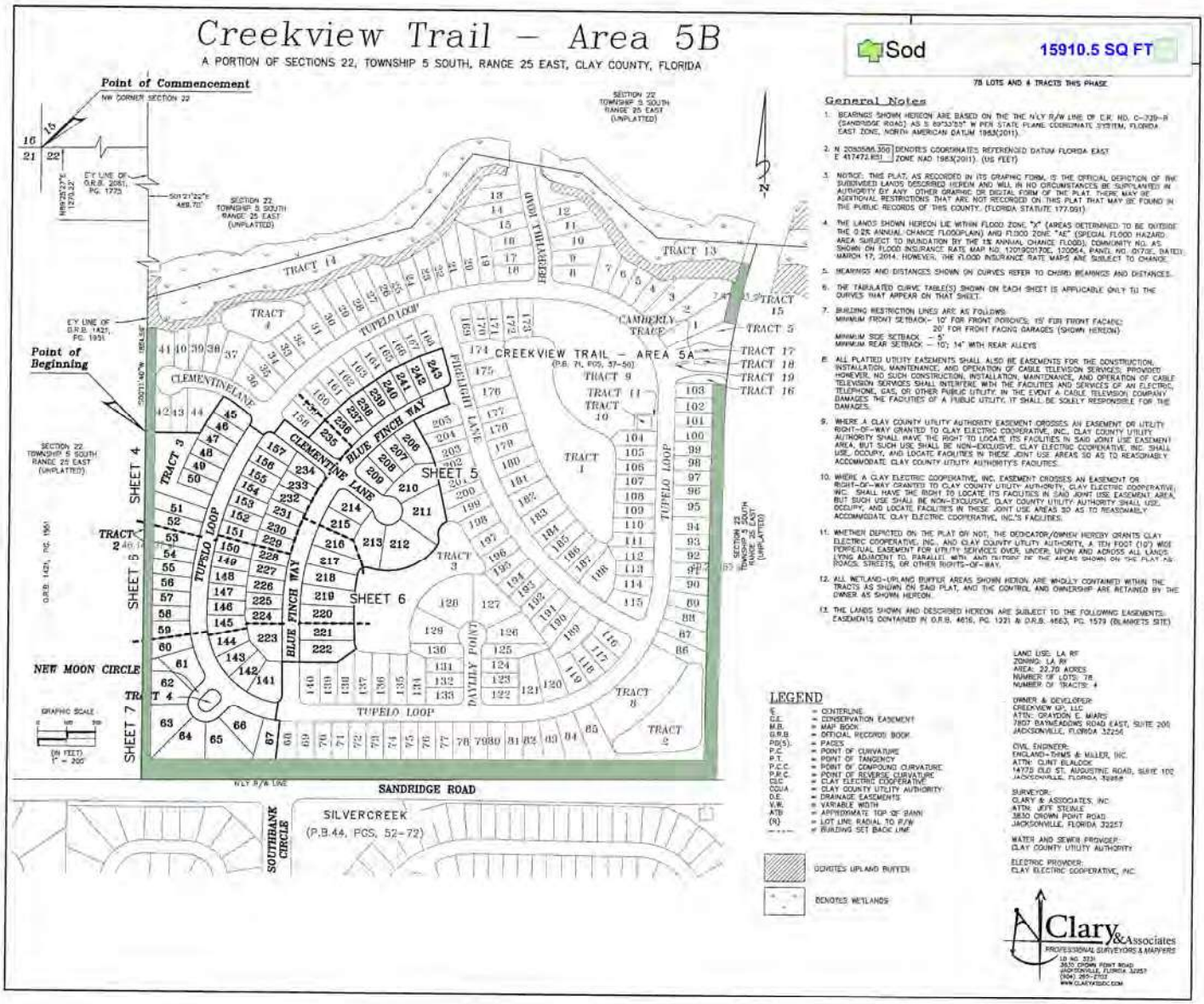
Creekview Trail – Area 5B

A PORTION OF SECTIONS 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod 15910.5 SQ FT

78 LOTS AND 4 TRACTS THIS PHASE



General Notes

1. BEARINGS SHOWN HEREON ARE BASED ON THE N'LY R/W LINE OF C.R. NO. C-739-B (SANDRIDGE ROAD) AS S 89°33'55" W PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983(2011).
2. N 2083586.350 / E 417472.851 DENOTES COORDINATES REFERENCED DATUM FLORIDA EAST ZONE NAD 1983(2011). (US FEET)
3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. (FLORIDA STATUTE 177.091)
4. THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND FLOOD ZONE "AE" (SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD); COMMUNITY NO. AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 12019C0170E, 12009C, PANEL NO. 0170E, DATED: MARCH 17, 2014. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
5. BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.
6. THE TABULATED CURVE TABLE(S) SHOWN ON EACH SHEET IS APPLICABLE ONLY TO THE CURVES THAT APPEAR ON THAT SHEET.
7. BUILDING RESTRICTION LINES ARE AS FOLLOWS:
   MINIMUM FRONT SETBACK – 10' FOR FRONT PORCHES, 15' FOR FRONT FACADE; 20' FOR FRONT FACING GARAGES (SHOWN HEREON)
   MINIMUM SIDE SETBACK – 5'
   MINIMUM REAR SETBACK – 10; 14' WITH REAR ALLEYS
8. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
9. WHERE A CLAY COUNTY UTILITY AUTHORITY EASEMENT CROSSES AN EASEMENT OR UTILITY RIGHT-OF-WAY GRANTED TO CLAY ELECTRIC COOPERATIVE, INC., CLAY COUNTY UTILITY AUTHORITY SHALL HAVE THE RIGHT TO LOCATE ITS FACILITIES IN SAID JOINT USE EASEMENT AREA, BUT SUCH USE SHALL BE NON-EXCLUSIVE. CLAY ELECTRIC COOPERATIVE, INC. SHALL USE, OCCUPY, AND LOCATE FACILITIES IN THESE JOINT USE AREAS SO AS TO REASONABLY ACCOMMODATE CLAY COUNTY UTILITY AUTHORITY'S FACILITIES.
10. WHERE A CLAY ELECTRIC COOPERATIVE, INC. EASEMENT CROSSES AN EASEMENT OR RIGHT-OF-WAY GRANTED TO CLAY COUNTY UTILITY AUTHORITY, CLAY ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT TO LOCATE ITS FACILITIES IN SAID JOINT USE EASEMENT AREA, BUT SUCH USE SHALL BE NON-EXCLUSIVE. CLAY COUNTY UTILITY AUTHORITY SHALL USE, OCCUPY, AND LOCATE FACILITIES IN THESE JOINT USE AREAS SO AS TO REASONABLY ACCOMMODATE CLAY ELECTRIC COOPERATIVE, INC.'S FACILITIES.
11. WHETHER DEPICTED ON THE PLAT OR NOT, THE DEDICATOR/OWNER HEREBY GRANTS CLAY ELECTRIC COOPERATIVE, INC. AND CLAY COUNTY UTILITY AUTHORITY, A TEN FOOT (10') WIDE PERPETUAL EASEMENT FOR UTILITY SERVICES OVER, UNDER, UPON AND ACROSS ALL LANDS LYING ADJACENT TO, PARALLEL WITH AND WITHIN 10' OF THE AREAS SHOWN ON THE PLAT AS ROADS, STREETS, OR OTHER RIGHTS-OF-WAY.
12. ALL WETLAND-UPLAND BUFFER AREAS SHOWN HEREON ARE WHOLLY CONTAINED WITHIN THE TRACTS AS SHOWN ON SAID PLAT, AND THE CONTROL AND OWNERSHIP ARE RETAINED BY THE OWNER AS SHOWN HEREON.
13. THE LANDS SHOWN AND DESCRIBED HEREON ARE SUBJECT TO THE FOLLOWING EASEMENTS: EASEMENTS CONTAINED IN O.R.B. 4616, PG. 1221 & O.R.B. 4663, PG. 1579 (BLANKETS SITE)

LEGEND

℄	= CENTERLINE
C.E.	= CONSERVATION EASEMENT
M.B.	= MAP BOOK
O.R.B.	= OFFICIAL RECORD BOOK
PG(S).	= PAGES
P.C.	= POINT OF CURVATURE
P.T.	= POINT OF TANGENCY
P.C.C.	= POINT OF COMPOUND CURVATURE
P.R.C.	= POINT OF REVERSE CURVATURE
CEC	= CLAY ELECTRIC COOPERATIVE
CCUA	= CLAY COUNTY UTILITY AUTHORITY
D.E.	= DRAINAGE EASEMENTS
V.W.	= VARIABLE WIDTH
ATB	= APPROXIMATE TOP OF BANK
(R)	= LOT LINE RADIAL TO R/W
	= BUILDING SET BACK LINE

DENOTES UPLAND BUFFER

DENOTES WETLANDS

LAND USE: LA RF
ZONING: LA RF
AREA: 22.70 ACRES
NUMBER OF LOTS: 78
NUMBER OF TRACTS: 4

OWNER & DEVELOPER:
CREEKVIEW LP, LLC
ATTN: GRAYDON E. MIARS
7807 BAYMEADOWS ROAD EAST, SUITE 205
JACKSONVILLE, FLORIDA 32256

CIVIL ENGINEER:
ENGLAND-THIMS & MILLER, INC.
ATTN: CLINT BLALOCK
14775 OLD ST. AUGUSTINE ROAD, SUITE 102
JACKSONVILLE, FLORIDA 32258

SURVEYOR:
CLARY & ASSOCIATES, INC.
ATTN: JEFF STEUBLE
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257

WATER AND SEWER PROVIDER:
CLAY COUNTY UTILITY AUTHORITY

ELECTRIC PROVIDER:
CLAY ELECTRIC COOPERATIVE, INC.

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2702
WWW.CLARYASSOC.COM

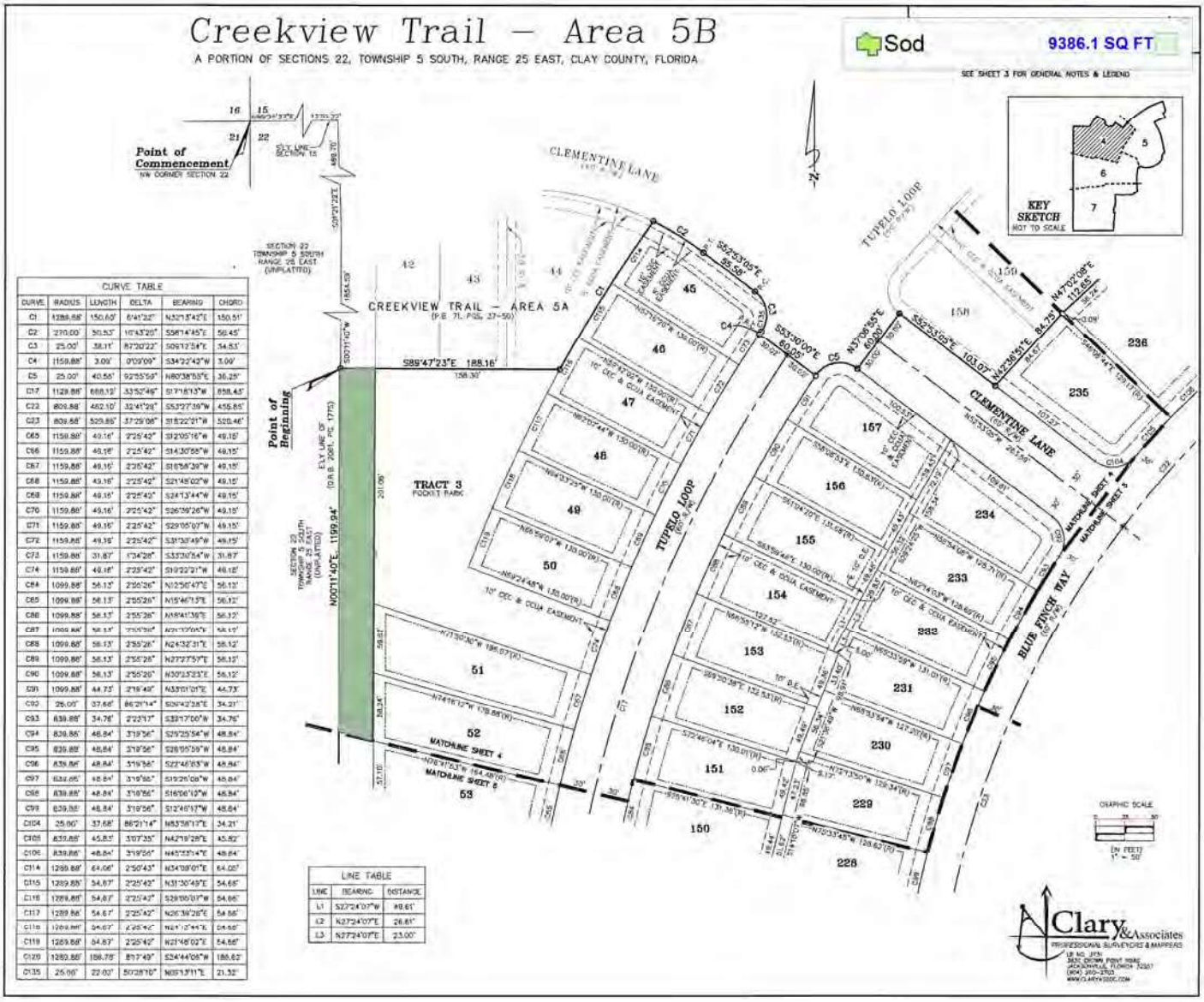
Docusign Envelope ID: 5E5FCEA8-B89A-45D2-B9F5-AB1EA362BF67

Creekview Trail – Area 5B

A PORTION OF SECTIONS 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod 9386.1 SQ FT

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1286.88'	150.60'	6°41'22"	N32°13'42"E	150.51'
C2	270.00'	30.53'	10°48'20"	S58°14'45"E	30.45'
C3	25.00'	38.11'	87°20'22"	S09°12'54"E	34.53'
C4	1159.88'	3.09'	0°09'09"	S34°22'42"W	3.09'
C5	25.00'	40.55'	92°55'59"	N80°38'53"E	36.25'
C17	1129.88'	668.13'	33°52'46"	S17°18'13"W	658.45'
C22	809.88'	462.10'	32°41'28"	S52°27'39"W	455.85'
C23	809.88'	529.86'	37°29'08"	S18°22'21"W	520.46'
C65	1159.88'	49.16'	2°25'42"	S12°05'16"W	49.15'
C66	1159.88'	49.16'	2°25'42"	S14°30'58"W	49.15'
C67	1159.88'	49.16'	2°25'42"	S16°56'39"W	49.15'
C68	1159.88'	49.16'	2°25'42"	S21°48'02"W	49.15'
C69	1159.88'	49.16'	2°25'42"	S24°13'44"W	49.15'
C70	1159.88'	49.16'	2°25'42"	S26°39'26"W	49.15'
C71	1159.88'	49.16'	2°25'42"	S29°05'07"W	49.15'
C72	1159.88'	49.16'	2°25'42"	S31°30'49"W	49.15'
C73	1159.88'	31.87'	1°34'28"	S33°30'54"W	31.87'
C74	1159.88'	49.16'	2°25'42"	S19°22'21"W	49.15'
C84	1099.88'	56.13'	2°55'26"	N12°56'47"E	56.12'
C85	1099.88'	56.13'	2°55'26"	N15°46'13"E	56.12'
C86	1099.88'	56.13'	2°55'26"	N18°41'39"E	56.12'
C87	1099.88'	56.13'	2°55'26"	N21°37'05"E	56.12'
C88	1099.88'	56.13'	2°55'26"	N24°32'31"E	56.12'
C89	1099.88'	56.13'	2°55'26"	N27°27'57"E	56.12'
C90	1099.88'	56.13'	2°55'26"	N30°23'23"E	56.12'
C91	1099.88'	44.73'	2°19'49"	N33°01'01"E	44.73'
C92	25.00'	37.68'	86°21'14"	S26°42'28"E	34.21'
C93	839.88'	34.76'	2°22'17"	S32°17'00"W	34.76'
C94	839.88'	46.84'	3°19'56"	S29°25'54"W	46.84'
C95	839.88'	46.84'	3°19'56"	S26°05'59"W	46.84'
C96	839.88'	46.84'	3°19'56"	S22°46'03"W	46.84'
C97	839.88'	46.84'	3°19'56"	S19°26'08"W	46.84'
C98	839.88'	46.84'	3°19'56"	S16°06'12"W	46.84'
C99	839.88'	46.84'	3°19'56"	S12°46'17"W	46.84'
C104	25.00'	37.68'	86°21'14"	N83°58'17"E	34.21'
C105	839.88'	45.83'	3°07'35"	N42°19'28"E	45.82'
C106	839.88'	46.84'	3°19'56"	N45°52'04"E	46.84'
C114	1289.88'	64.06'	2°50'43"	N34°08'01"E	64.05'
C115	1289.88'	54.67'	2°25'42"	N31°30'49"E	54.66'
C116	1289.88'	54.67'	2°25'42"	S29°05'07"W	54.66'
C117	1289.88'	54.67'	2°25'42"	N26°39'26"E	54.66'
C118	1289.88'	54.67'	2°25'42"	N24°13'44"E	54.66'
C119	1289.88'	54.67'	2°25'42"	N21°48'02"E	54.66'
C120	1289.88'	188.75'	8°23'49"	S24°44'06"W	188.62'
C135	25.00'	22.03'	50°28'10"	N89°13'11"E	21.32'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S27°24'07"W	49.61'
L2	N27°24'07"E	26.61'
L3	N27°24'07"E	23.00'

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS

Docusign Envelope ID: 5E5FCEA8-B89A-45D2-B9F5-AB1EA362BF67

BK: 75 PG: 64

Creekview Trail – Area 5B

A PORTION OF SECTIONS 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK 75 PAGE 64

SHEET 5 OF 7 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C6	25.00'	37.68'	86°21'14"	S27°09'43"W	34.21'
C7	839.88'	7.80'	0°31'56"	S70°04'22"W	7.80'
C8	779.88'	137.13'	10°04'28"	S84°46'10"W	136.95'
C9	43.61'	66.85'	87°49'49"	S28°07'49"W	60.50'
C10	35.00'	30.92'	50°37'07"	S09°31'28"W	29.93'
C11	208.80'	265.65'	72°53'48"	S71°16'55"W	248.09'
C12	30.00'	50.82'	97°03'22"	S59°12'08"W	44.96'
C22	809.88'	462.10'	32°41'29"	S53°27'39"W	455.85'
C23	809.88'	529.86'	37°29'08"	S18°22'21"W	520.46'
C24	779.88'	83.23'	6°06'53"	S56°40'29"W	83.19'
C25	779.88'	59.11'	4°20'33"	S51°26'46"W	59.09'
C26	779.88'	59.11'	4°20'33"	S47°06'13"W	59.09'
C27	779.88'	49.53'	3°38'21"	S43°06'47"W	49.53'
C28	25.00'	41.09'	94°10'42"	S05°47'45"E	36.62'
C29	25.00'	7.02'	16°05'55"	S80°56'03"E	7.00'
C30	25.00'	11.67'	26°44'06"	S82°21'03"E	11.56'
C31	50.00'	58.58'	67°07'51"	S62°09'10"E	55.29'
C32	50.00'	55.09'	63°07'39"	S02°58'34"W	52.34'
C33	50.00'	55.09'	63°07'39"	S66°06'13"W	52.34'
C34	50.00'	63.08'	72°16'52"	N46°11'31"W	58.98'
C35	25.00'	10.57'	24°13'32"	N22°09'51"W	10.49'
C36	25.00'	8.12'	18°36'28"	N43°34'51"W	8.08'
C37	25.00'	41.09'	94°10'42"	S80°01'34"W	36.62'
C38	779.88'	58.39'	4°17'23"	S30°47'32"W	58.37'
C39	779.88'	70.94'	5°12'41"	S26°02'30"W	70.91'
C40	779.88'	70.94'	5°12'41"	S20°49'48"W	70.91'
C41	779.88'	70.94'	5°12'41"	S15°37'07"W	70.91'
C92	25.00'	37.68'	86°21'14"	S09°42'28"E	34.21'
C93	839.88'	34.76'	2°22'17"	S32°17'00"W	34.76'
C94	839.88'	48.84'	3°19'56"	S29°25'54"W	48.84'
C95	839.88'	48.84'	3°19'56"	S26°05'59"W	48.84'
C96	839.88'	48.84'	3°19'56"	S22°46'03"W	48.84'
C97	839.88'	48.84'	3°19'56"	S19°26'08"W	48.84'
C98	839.88'	48.84'	3°19'56"	S16°06'12"W	48.84'
C104	25.00'	37.68'	86°21'14"	N83°56'17"E	34.21'
C105	839.88'	45.83'	3°07'35"	N42°19'28"E	45.82'
C106	839.88'	48.84'	3°19'56"	N45°33'14"E	48.84'
C107	839.88'	48.84'	3°19'56"	N48°53'09"E	48.84'
C108	839.88'	48.84'	3°19'56"	N52°13'05"E	48.84'
C109	839.88'	48.84'	3°19'56"	N55°33'00"E	48.84'
C110	839.88'	48.84'	3°19'56"	N58°52'56"E	48.84'
C111	839.88'	48.84'	3°19'56"	N62°12'51"E	48.84'
C112	839.88'	48.84'	3°19'56"	N65°32'47"E	48.84'
C113	839.88'	38.03'	2°35'40"	N68°30'34"E	38.03'
C129	30.00'	31.21'	59°36'14"	S40°28'33"W	29.82'
C130	30.00'	19.61'	37°27'08"	S89°00'15"W	19.26'
C131	208.80'	37.32'	10°14'28"	N77°23'25"W	37.27'
C132	208.80'	228.33'	62°39'20"	S66°09'41"W	217.12'
C133	35.00'	1.72'	2°49'14"	N33°25'24"E	1.72'
C134	35.00'	29.89'	47°49'53"	S68°06'51"W	28.36'
C136	779.88'	50.03'	3°40'33"	S55°27'19"W	50.03'
C137	779.88'	33.20'	2°26'20"	S58°30'46"W	33.19'

LINE TABLE		
LINE	BEARING	DISTANCE
L4	S35°06'35"E	38.93'

KEY SKETCH
NOT TO SCALE

GRAPHIC SCALE
0 25 50
(IN FEET)
1" = 50'

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

Docusign Envelope ID: 5E5FCEA8-B89A-45D2-B9F5-AB1EA362BF67

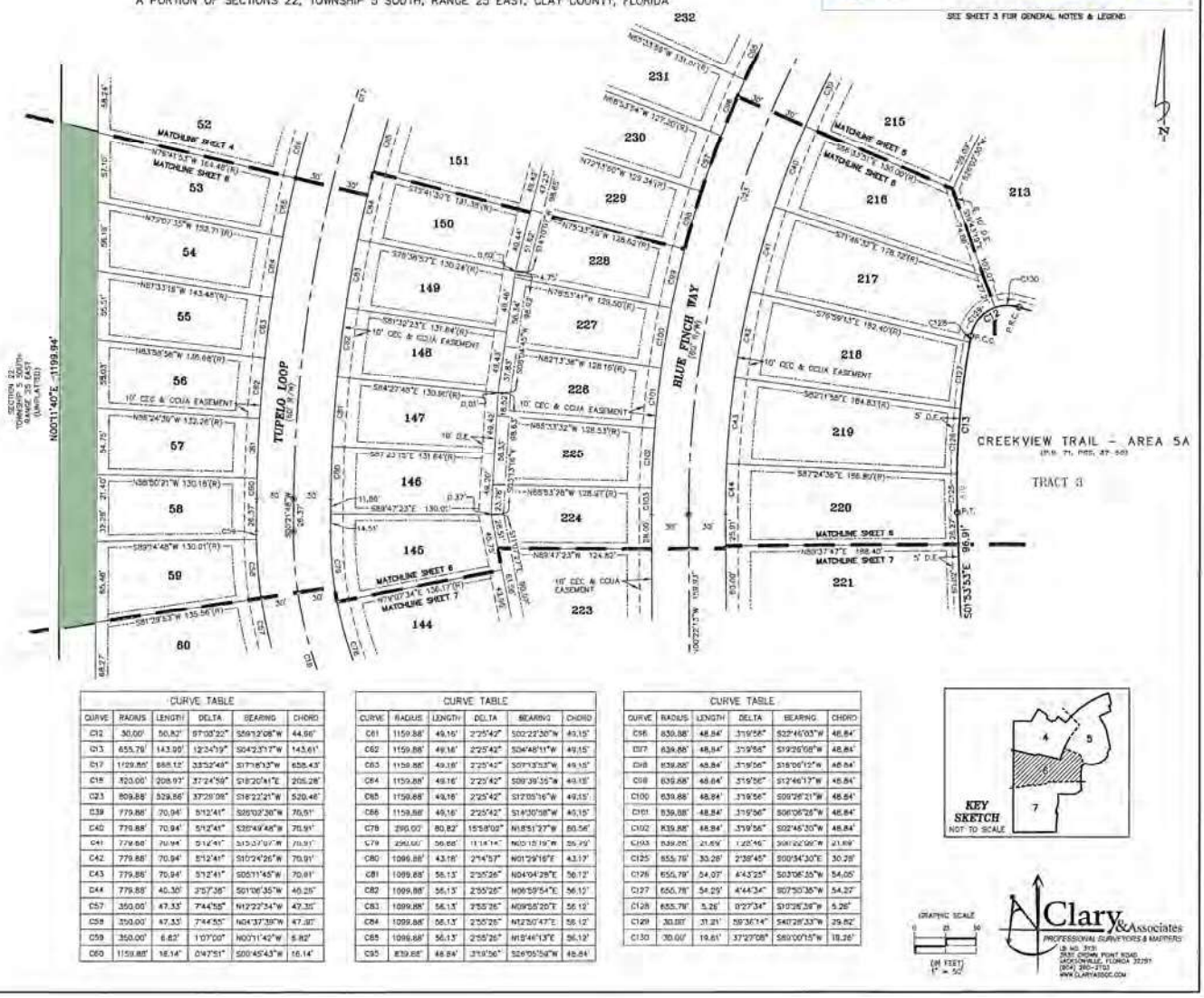
BK: 19 PG: 45

Creekview Trail – Area 5B

A PORTION OF SECTIONS 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod 12360.3 SQ FT

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C12	30.00'	50.82'	97°03'22"	S59°32'08"W	44.86'
C13	655.79'	143.99'	12°34'19"	S04°23'17"W	143.61'
C17	1129.86'	668.12'	33°52'48"	S17°16'13"W	658.43'
C18	320.00'	208.93'	37°24'59"	S18°20'41"E	205.28'
C23	809.88'	529.86'	37°28'09"	S18°22'21"W	520.46'
C39	779.88'	70.94'	5°12'41"	S25°03'26"W	70.91'
C40	779.88'	70.94'	5°12'41"	S20°49'46"W	70.91'
C41	779.88'	70.94'	5°12'41"	S15°37'07"W	70.91'
C42	779.88'	70.94'	5°12'41"	S10°24'26"W	70.91'
C43	779.88'	70.94'	5°12'41"	S05°11'45"W	70.91'
C44	779.88'	40.30'	2°57'36"	S01°06'35"W	40.25'
C57	350.00'	47.33'	7°44'55"	N12°27'34"W	47.29'
C58	350.00'	47.33'	7°44'55"	N04°37'39"W	47.29'
C59	350.00'	6.82'	1°07'00"	N00°11'42"W	6.82'
C60	1159.88'	16.14'	0°47'51"	S00°45'43"W	16.14'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C61	1159.88'	49.15'	2°25'42"	S02°22'30"W	49.15'
C62	1159.88'	49.16'	2°25'42"	S04°48'11"W	49.15'
C63	1159.88'	49.16'	2°25'42"	S07°13'53"W	49.15'
C64	1159.88'	49.16'	2°25'42"	S09°39'35"W	49.15'
C65	1159.88'	49.16'	2°25'42"	S12°05'16"W	49.15'
C66	1159.88'	49.16'	2°25'42"	S14°30'58"W	49.15'
C78	290.00'	80.82'	15°58'02"	N18°51'27"W	80.56'
C79	290.00'	39.88'	7°14'14"	N30°15'19"W	39.79'
C80	1099.88'	43.18'	2°14'57"	N01°29'16"E	43.17'
C81	1099.88'	56.13'	2°55'26"	N04°04'28"E	56.12'
C82	1099.88'	56.13'	2°55'26"	N06°59'54"E	56.12'
C83	1099.88'	56.13'	2°55'26"	N09°55'20"E	56.12'
C84	1099.88'	56.13'	2°55'26"	N12°50'47"E	56.12'
C85	1099.88'	56.13'	2°55'26"	N15°46'13"E	56.12'
C95	839.88'	48.84'	3°19'56"	S26°05'58"W	48.84'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C96	839.88'	48.84'	3°19'56"	S22°46'03"W	48.84'
C97	839.88'	48.84'	3°19'56"	S19°26'08"W	48.84'
C98	839.88'	48.84'	3°19'56"	S16°06'12"W	48.84'
C99	839.88'	48.84'	3°19'56"	S12°46'17"W	48.84'
C100	839.88'	48.84'	3°19'56"	S09°26'21"W	48.84'
C101	839.88'	48.84'	3°19'56"	S06°06'26"W	48.84'
C102	839.88'	48.84'	3°19'56"	S02°46'30"W	48.84'
C103	839.88'	21.69'	1°28'46"	S00°52'06"W	21.69'
C125	655.79'	30.26'	2°38'45"	S00°54'30"E	30.26'
C126	655.79'	54.07'	4°43'25"	S03°06'35"W	54.05'
C127	655.79'	54.29'	4°44'34"	S07°50'35"W	54.27'
C128	655.79'	5.26'	0°27'34"	S10°28'38"W	5.26'
C129	30.00'	31.21'	59°36'14"	S40°28'33"W	29.82'
C130	30.00'	19.61'	37°27'08"	S80°00'15"W	19.26'

Docusign Envelope ID: 5E5FCEA8-B89A-45D2-B9F5-AB1EA362BF67

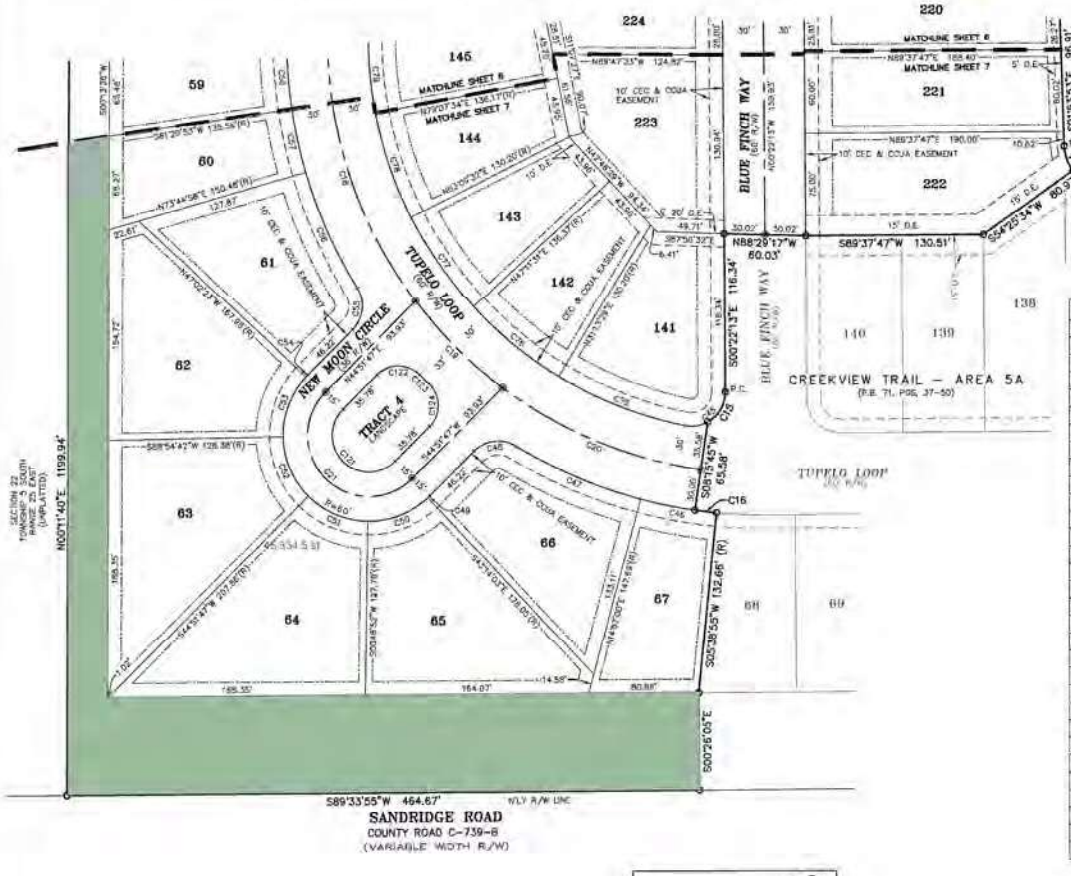
BK: 75 PG: 86

Creekview Trail – Area 5B

A PORTION OF SECTIONS 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

Sod 45782.0 SQ FT

SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C14	35.00'	19.15'	35°34'21"	S20°11'03"E	18.83'
C15	25.00'	26.71'	61°13'13"	S30°14'23"W	25.46'
C16	350.00'	15.97'	2°36'50"	S53°03'46"E	15.97'
C18	320.00'	208.97'	37°24'58"	S18°26'41"E	205.28'
C19	320.00'	90.30'	16°10'05"	S45°08'13"E	90.00'
C20	320.00'	159.27'	28°30'59"	S67°38'45"E	157.63'
C21	45.00'	141.37'	180°00'01"	S45°08'13"E	90.00'
C45	25.00'	44.47'	101°55'07"	S60°35'20"W	38.83'
C46	350.00'	56.82'	9°18'05"	S79°42'03"E	56.76'
C47	350.00'	99.82'	16°20'27"	S66°53'46"E	99.48'
C48	25.00'	33.35'	76°25'41"	N83°04'37"E	30.93'
C49	63.00'	2.09'	1°54'10"	N45°46'51"E	2.09'
C50	63.00'	45.43'	44°02'55"	N65°47'24"E	47.25'
C51	63.00'	45.43'	44°02'55"	S67°09'41"E	47.25'
C52	63.00'	45.43'	44°02'55"	S23°06'46"E	47.25'
C53	63.00'	45.43'	44°02'55"	S20°56'08"W	47.25'
C54	63.00'	2.09'	1°54'10"	S43°54'43"W	2.09'
C55	25.00'	33.35'	76°23'41"	S06°36'06"W	30.93'
C56	350.00'	93.55'	15°18'53"	N23°54'28"W	93.27'
C57	350.00'	47.33'	7°44'55"	N12°22'34"W	47.30'
C58	350.00'	47.33'	7°44'55"	N04°37'39"W	47.30'
C75	290.00'	99.59'	19°40'35"	N68°36'49"W	99.10'
C76	290.00'	80.82'	15°58'02"	N50°47'30"W	80.56'
C77	290.00'	80.82'	15°58'02"	N34°49'29"W	80.56'
C78	290.00'	80.82'	15°58'02"	N18°51'27"W	80.56'
C79	290.00'	56.88'	11°14'14"	N05°15'19"W	56.79'
C121	27.00'	84.82'	180°00'01"	N45°08'13"W	54.00'
C122	22.00'	34.85'	90°45'50"	S89°45'18"E	31.32'
C123	353.00'	9.41'	1°31'41"	S45°08'13"E	9.41'
C124	22.00'	34.85'	90°45'50"	S00°31'08"E	31.32'

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB #C 3731
3830 CRUM FORT ROAD
JACKSONVILLE, FLORIDA 32217
(904) 260-1733
WWW.CLARYASSOC.COM

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CXI

CONSENT AGENDA

PURCHASE REQUISITION REQUEST FORM

Creekview Trail Area 4C

1. Contact Person for the material supplier.

   NAME: Ferguson Enterprises, LLC, dba Ferguson Waterworks, Attn: Ryan Pugh

   ADDRESS: 962 Florida Mining Boulevard, BLDG 100, Jacksonville FL 32257

   Telephone Number: 904-545-2778

2. Manufacturer or brand, model or specification number of the item.

   See Attached

3. Quantity needed as estimated by CONTRACTOR. See Attached

4. The price quoted by the supplier for the construction materials identified above.

   $ 226,997.06

5. The sales tax associated with the price quote. $ 17,024.78

6. Shipping and handling insurance cost. $ 0.00

7. Delivery dates as established by CONTRACTOR. TBD

8. By submitting this request, CONTRACTOR affirms that it has read and will comply with the District's *Procurement Procedures for Owner Purchased Material*.

9. By submitting this request, CONTRACTOR further affirms that (1) it is not the manufacturer of the materials, (2) it does not have exclusive rights from the manufacturer to furnish and install the materials, and (3) it has not already purchased the materials.

OWNER: **Creekview Community Development District**

Authorized Signature (Title) — Date: 03/18/2026

CONTRACTOR: Jax Utilities Management, Inc.

Christopher Hodge

Digitally signed by Christopher Hodge
DN: C=US, E=chodge@jaxum.com, O=Jax Utilities Managment, CN=Christopher Hodge
Date: 2026.03.16 12:14:37-04'00'

Authorized Signature (Title) — Date

PURCHASE ORDER CVDD-4C-F01
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

	"Owner"		"Seller"
Owner:	**Creekview Community Development District**	Seller:	**Ferguson Enterprises, LLC, dba Ferguson Waterworks Ryan Pugh**
Address:	c/o Wrathell, Hunt & Associates 2300 Glades Rd., Ste. # 410W Boca Raton, FL 33431	Address:	962 Florida Mining Boulevard Building 100 Jacksonville, FL 32257
Phone:	(561) 571-0010	Phone:	904-268-2551

"Project"

Project Name:	Creekview Trail Area 4C	Contract Date:	04/01/25
Project Address:	Henley and Sandridge Road		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (**"Goods"**) listed in the proposal attached as **Exhibit A.**
Schedule – The Goods shall be delivered per the manufacturer's schedule.
Price – $ 226,997.06
Certificate of Exemption # 85-8018459417C-0

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Creekview Community Development District	**Ferguson Enterprises, LLC dba Ferguson Waterworks**
Owner	Seller
By:	By:
Name: Gregg Kern	Name: ~~Ryan Pugh~~ ZACH LAROCHE
Title: Chairperson	Title: ~~Outside Sales~~ MARKET BRANCH MANAGER
Date Executed: 03/18/2026	Date Executed: 3/16/2026

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

EXHIBIT A

FEL-JACKSONVILLE WW -#149
Price Quotation
Phone: 904-268-2551
Fax: 904-268-2053

Bid No: B662752
Bid Date: 01/07/26
Quoted By: RP

Cust Phone: 904-779-5353
Terms: 2% 10TH NET 25TH

Customer: JAX UTILITIES MANAGEMENT
5465 VERNA BLVD
JACKSONVILLE, FL 32205

Ship To: JAX UTILITIES MANAGEMENT
5465 VERNA BLVD
JACKSONVILLE, FL 32205

Cust PO#:

Job Name: CREEKVIEW 4C

Item	Description	Quantity	Net Price	UM	Total
	CREEKVIEW PHASE 4C				

	DRAINAGE				
	HP ALT TO RCP				
A18650020IBPL	18X20 HP DW GRAY SLD PL PIPE	140	24.850	FT	3479.00
A24650020IBPL	24X20 HP DW GRAY SLD PL PIPE	380	40.220	FT	15283.60
A30650020IBPL	30X20 HP DW GRAY SLD PL PIPE	640	63.130	FT	40403.20
A36650020IBPL	36X20 HP DW GRAY SLD PL PIPE	80	71.440	FT	5715.20
A42650020IBPL	42X20 HP DW STORM SLD PL PIPE	400	91.210	FT	36484.00

	UNDERDRAIN STUB OUTS				
A06110020IB	6X20 N12 S/T PERF HDPE PIPE	160	4.320	FT	691.20
A0667AA	6 N12 HDPE COR SNAP END CAP	8	14.000	EA	112.00
GEON06012360	12-1/2X360 FT N060 N/WOV 500 SY	1	370.000	RL	370.00

	SUBTOTAL				102538.20

	GRAVITY SEWER				
SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	924	9.930	FT	9175.32
SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE	1022	5.490	FT	5610.78
SDR26HWSPP14	4X14 SDR26 HW PVC GJ SWR PIPE	42	2.480	FT	104.16

MUL067148	8X6 PVC HW SWR GXGXG TEE WYE	26	121.000	EA	3146.00
MUL067326	6 PVC HW SWR GXG 45 ELL	29	48.000	EA	1392.00
MUL067486	6X4 PVC HW SWR GXG RED COUP	29	55.000	EA	1595.00
MUL063959	4 PVC SWR GSKT CAP	29	9.000	EA	261.00
3M7100178134	1404-XR GREE WST WTR BALL MRKR	29	18.000	EA	522.00

	SUBTOTAL				21806.26

	WATER				
DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	740	15.860	FT	11736.40
AFT350PU	6 CL350 CL DI FASTITE PIPE	40	29.420	FT	1176.80
DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	200	4.550	FT	910.00
AX42250100	2X100 CTS 250 PSI NSF BLUE	100	2.000	FT	200.00
P744130532	10GA SLD HFCCS PE30 WIRE GREE 500	1500	215.000	M	322.50

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https://survey.medallia.com/?bidsorder&fc=149&on=37001

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Reference No: B662752

Item	Description	Quantity	Net Price	UM	Total

	CASING PIPE				
DSCP26020FT	20 X .250 STL CASING PIPE	30	85.250	FT	2557.50
CCCS132020	12X20 SS CASING SPACER F/ DI	5	137.000	EA	685.00
CCES0113202000	12X20 END SEAL	2	95.000	EA	190.00

SPWPC8	8 SIGMA BELL REST F/ C900 *PVLOK	14	123.000	EA	1722.00
SPWPC4	4 SIGMA BELL REST F/ C900 *PVLOK	3	59.000	EA	177.00

	TAP ON EXISTING				
FFAST13208	12X8 ALL SS TAP SLV 12.75-13.20	1	1533.000	EA	1533.00
AFC2608DLAFTM	8 DI MJ RW OL SS TAPN VLV L/A	1	1939.000	EA	1939.00

AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	1	1499.000	EA	1499.00
AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	2	942.000	EA	1884.00
I461SW	2PC SC CI VLV BX 19-22 WTR	4	90.000	EA	360.00
3M7100178135	1403-XR BLUE WTR BALL MRKR	4	18.000	EA	72.00
BVTM	3 BRS VLV ID TAG	4	18.000	EA	72.00

	FLUSHING HYDRANT $1013.00 EA				
FB41777WNL	LF 2 CTS COMP X FIP BALL CURB LW	1	340.000	EA	340.00
PSISCK	2 CTS OR 1-1/2 IPS SS INS STFNR PE	5	3.000	EA	15.00
FL4477NL	LF 2 CTS PJ 90 ELL	2	246.000	EA	492.00
GBRNKP	LF 2X4 BRS NIP GBL	1	23.000	EA	23.00
IBRLFCPLUGK	LF 2 BRS SQ HD CORED PLUG	1	15.000	EA	15.00
IBRLF9K	LF 2 BRS 90 ELL	1	33.000	EA	33.00
RC282TRW	*ROME CI MTR BX W/T/READ WTR	1	95.000	EA	95.00

	HYDRANTS				
WWB67LAOLPCLAY	5-1/4 VO WB67 HYD 4'0 OL L/A CLAY	2	3270.000	EA	6540.00

	MJ FITTINGS				
MJLSLAX	8X12 MJ C153 LONG SLV L/A	1	267.000	EA	267.00
MJ9LAX	8 MJ C153 90 BEND L/A	3	264.000	EA	792.00
MJ4LAX	8 MJ C153 45 BEND L/A	13	217.000	EA	2821.00
MJTLAXU	8X6 MJ C153 TEE L/A	2	326.000	EA	652.00
MJ2LAX	8 MJ C153 22-1/2 BEND L/A	2	211.000	EA	422.00
MJ1LAX	8 MJ C153 11-1/4 BEND L/A	1	192.000	EA	192.00
MJTLAX	8 MJ C153 TEE L/A	1	393.000	EA	393.00
MJRLAXP	8X4 MJ C153 RED L/A	1	146.000	EA	146.00
MJ9LAU	6 MJ C153 90 BEND L/A	2	184.000	EA	368.00
MJTCAPLAPK	4X2 MJ C153 TAP CAP L/A	1	88.000	EA	88.00
FC8477NL	LF 2 MIP X CTS PJ COUP	1	89.000	EA	89.00
PSISCK	2 CTS OR 1-1/2 IPS SS INS STFNR PE	1	3.000	EA	3.00

	MEGS AND KITS				
SSLCE8	8 PVC WDG REST GLND *ONELOK	51	72.000	EA	3672.00
SMGP8	8 MJ GSKT & BLT PK L/ GLAND	51	23.000	EA	1173.00
SSLDE6	6 DI MJ WDG REST GLND *ONELOK	12	39.000	EA	468.00
SMGP6	6 MJ GSKT & BLT PK L/ GLAND	12	20.000	EA	240.00
SSLCE4	4 PVC WDG REST GLND *ONELOK	2	41.000	EA	82.00
SMGP4	4 MJ GSKT & BLT PK L/ GLAND	2	16.000	EA	32.00

	SERVICES TO BE ALL SINGLES				

	SHORT SINGLES $270.59 EA				
FFC101905IP3	8X3/4 IP SGL SS EPOX SDL DI AC	11	81.000	EA	891.00

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Reference No: B662752

Item	Description	Quantity	Net Price	UM	Total
FFC101480IP3	4X3/4 IP SGL SS EPOX SDL DI AC	4	55.000	EA	220.00
FT441773NL	LF 2X3/4 T441-773-NL SERV TEE	2	148.000	EA	296.00
PSISCK	2 CTS OR 1-1/2 IPS SS INS STFNR PE	4	3.000	EA	12.00
FC8433NL	LF 3/4 MIP X 3/4 CTS PJ COUP	17	19.000	EA	323.00
FB41333WNL	LF 3/4 CTS X FIP BALL CURB ST LW	17	75.000	EA	1275.00
PSISCF	3/4 SS INS STFNR CTS PE	34	2.000	EA	68.00
RC282TRW	*ROME CI MTR BX W/T/READ WTR	17	85.000	EA	1445.00
AX475250100	3/4X100 CTS 250 PSI NSF BLUE	200	0.350	FT	70.00

	LONG SINGLES				
	$343.17 EA				
FFC101905IP4	8X1 IP SGL SS EPOX SDL DI AC	6	81.000	EA	486.00
FFC101480IP4	4X1 IP SGL SS EPOX SDL DI AC	4	63.000	EA	252.00
FT441774NL	LF 2 CTS X 1 FIP SERV TEE	2	148.000	EA	296.00
PSISCK	2 CTS OR 1-1/2 IPS SS INS STFNR PE	4	3.000	EA	12.00
FC8444NL	LF 1 MIP X 1 CTS PJ COUP	12	23.000	EA	276.00
FB41444WNL	LF 1 CTS COMP X FIP BALL CURB LW	12	114.000	EA	1368.00
PSISCG	1 SS INS STFNR CTS PE	24	2.000	EA	48.00
AX41250100	1X100 CTS 250 PSI NSF BLUE	600	0.600	FT	360.00
RC282TRW	*ROME CI MTR BX W/T/READ WTR	12	85.000	EA	1020.00

	SUBTOTAL				55207.20

	RECLAIM				
DR18PPX	8 C900 DR18 PVC GJ PURP PIPE	940	15.860	FT	14908.40
DR18PPP	4 C900 DR18 PVC GJ PURP PIPE	80	4.550	FT	364.00
PEC9PLK300	2X300 CTS DR9 HDPE PURP PIPE	300	200.000	C	600.00
P744130832	10GA SLD HFCCS PE30 WIRE PURP 500	1500	190.000	M	285.00

SPWPC8	8 SIGMA BELL REST F/ C900 *PVLOK	15	123.000	EA	1845.00
SPWPC4	4 SIGMA BELL REST F/ C900 *PVLOK	3	59.000	EA	177.00

	CASING PIPE				
DSCP25020FT	20 X .250 STL CASING PIPE	30	86.000	FT	2580.00
CCCS132020	12X20 SS CASING SPACER F/ DI	5	137.000	EA	685.00
CCES0113202000	12X20 END SEAL	2	95.000	EA	190.00

	CONNECTION TO EXISTING				
FFAST13208	12X8 ALL SS TAP SLV 12.75-13.20	1	1533.000	EA	1533.00
AFC2608DLAFTM	8 DI MJ RW OL SS TAPN VLV L/A	1	1939.000	EA	1939.00

	GATE VALVES				
AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	1	1499.000	EA	1499.00
I461SR	2PC SC CI VLV BX 19-22 REUSE	2	90.000	EA	180.00
3M7100177979	1408-XR PURP GP BALL MRKR	2	18.000	EA	36.00
RBGVTMXRC	3 BRS GATE VLV ID RECL WTR 8	2	18.000	EA	36.00

	FLUSHING HYDRANT				
	$1005.00 EA				
FBRW41777WNL	LF 2 CTS COMP X FIP BALL CURB RECL	1	342.000	EA	342.00
PSISCK	2 CTS OR 1-1/2 IPS SS INS STFNR PE	5	3.000	EA	15.00
FL4477NL	LF 2 CTS PJ 90 ELL	2	246.000	EA	492.00
GBRNKP	LF 2X4 BRS NIP GBL	1	23.000	EA	23.00
IBRLF9K	LF 2 BRS 90 ELL	1	33.000	EA	33.00
IBRLFCPLUGK	LF 2 BRS SQ HD CORED PLUG	1	15.000	EA	15.00
RC282TRR	*ROME CI MTR BX W/T/READ RECL	1	85.000	EA	85.00

	MJ FITTINGS				

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Item	Description	Quantity	Net Price	UM	Total
MJLSLAX	8X12 MJ C153 LONG SLV L/A	1	267.000	EA	267.00
MJ9LAX	8 MJ C153 90 BEND L/A	2	264.000	EA	528.00
MJ4LAX	8 MJ C153 45 BEND L/A	13	217.000	EA	2821.00
MJ2LAX	8 MJ C153 22-1/2 BEND L/A	3	211.000	EA	633.00
MJTLAX	8 MJ C153 TEE L/A	1	393.000	EA	393.00
MJRLAXP	8X4 MJ C153 RED L/A	1	146.000	EA	146.00
MJ4LAP	4 MJ C153 45 BEND L/A	2	94.000	EA	188.00
MJTCAPLAPK	4X2 MJ C153 TAP CAP L/A	1	88.000	EA	88.00
FC8477NL	LF 2 MIP X CTS PJ COUP	1	89.000	EA	89.00
PSISCK	2 CTS OR 1-1/2 IPS SS INS STFNR PE	1	3.000	EA	3.00

	MEGS AND KITS				
SSLCE8	8 PVC WDG REST GLND *ONELOK	45	72.000	EA	3240.00
SMGP8	8 MJ GSKT & BLT PK L/ GLAND	45	23.000	EA	1035.00
SSLCE4	4 PVC WDG REST GLND *ONELOK	6	41.000	EA	246.00
SMGP4	4 MJ GSKT & BLT PK L/ GLAND	6	16.000	EA	96.00

	ALL SERVICES TO BE SINGLES				

	SHORT SINGLES				
	$341.69 EA				
FFC101905IP4	8X1 IP SGL SS EPOX SDL DI AC	9	81.000	EA	729.00
FT441774NL	LF 2 CTS X 1 FIP SERV TEE	4	148.000	EA	592.00
PSISCK	2 CTS OR 1-1/2 IPS SS INS STFNR PE	8	3.000	EA	24.00
FC8444NL	LF 1 MIP X 1 CTS PJ COUP	13	23.000	EA	299.00
FBRW41444WNL	LF 1 CTS COMP X FIP RECLMD BALL	13	117.000	EA	1521.00
PSISCG	1 SS INS STFNR CTS PE	26	2.000	EA	52.00
RC282TRR	*ROME CI MTR BX W/T/READ RECL	13	85.000	EA	1105.00
AX61250100	1X100 CTS DR9 250 PSI REC PURP	200	0.600	FT	120.00

	LONG SINGLES				
	$335.50 EA				
FFC101905IP4	8X1 IP SGL SS EPOX SDL DI AC	12	81.000	EA	972.00
FFC101480IP4	4X1 IP SGL SS EPOX SDL DI AC	4	63.000	EA	252.00
FC8444NL	LF 1 MIP X 1 CTS PJ COUP	16	23.000	EA	368.00
FBRW41444WNL	LF 1 CTS COMP X FIP RECLMD BALL	16	117.000	EA	1872.00
PSISCG	1 SS INS STFNR CTS PE	32	2.000	EA	64.00
RC282TRR	*ROME CI MTR BX W/T/READ RECL	16	85.000	EA	1360.00
AX61250300	1X300 CTS 250 PSI REC-LAV	600	0.600	FT	360.00
AX61250100	1X100 CTS DR9 250 PSI REC PURP	200	0.600	FT	120.00

	SUBTOTAL				47445.40

Net Total:	$226997.06
Tax:	$0.00
Freight:	$0.00
Total:	$226997.06

EXHIBIT B

TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods. The prices stated are based on manufacturer pricing in effect on the date of this Order and are subject to adjustment in the event manufacturer pricing is increased and/or surcharges are imposed on products shipped after the date of this Order.
2. SCHEDULE. Time is of the utmost importance with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel the affected part of this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
   a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance. Acceptance shall be deemed to occur within five (5) days after delivery unless Owner notifies Supplier of any defects or discrepancies.
   b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure.
4. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new and free from defects. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. With respect to the Goods referenced herein, OWNER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SUPPLIER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SUPPLIER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE UNDERLYING PRODUCTS PROVIDED. The warranty provided herein shall survive the completion or termination of this Order.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:

a. Commercial general liability insurance with minimum limits of liability not less than $1,000,000. Such insurance shall include coverage for contractual liability.
b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than $100,000 each accident.

c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than $1,000,000 each occurrence combined single limit bodily injury and property damage.

9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of each Party.
13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges, therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have. Notwithstanding anything herein to the contrary, Owner shall not be entitled to terminate without cause with respect to any special order or specially fabricated materials unless Supplier can terminate its order with its vendors and in such event Owner shall be required to pay to Supplier any actual costs incurred by Supplier in connection with such termination, including but not limited to termination, cancellation or restocking fees.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, *Florida Statutes*.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Creekview Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number **85-8018459417C**, affirms that the tangible personal property purchased pursuant to Purchase Order Number **CVDD-4C-F01** from **Ferguson Enterprises, LLC, dba Ferguson Waterworks**(Vendor) on or after August 31, 2024 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated _____ with Jax Utilities MGMT, Inc (Contractor) for the construction of **Creekview Trail Area 4C**

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (***You must initial each of the following requirements.***)

____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
____ 2. The vendor's invoice will be issued directly to Governmental Entity.
____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Scott A. Wild — District Engineer

Signature of Authorized Representative of Governmental Entity — Title

Creekview Community Development District — 3/17/2026

Purchaser's Name — Date

Federal Employer Identification Number: 87-168001
Telephone Number: 904-497-3336

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

0000107 07/22/21

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8018459417C-0	07/15/2021	07/31/2026	COUNTY GOVERNMENT

This certifies that

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Ferguson - CVDD-4C-F01 - CH

Final Audit Report 2026-03-18

Created:	2026-03-18
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZyO2pQpp_B8Y2FFjOXflhQ9pV5zdxJfk

"Ferguson - CVDD-4C-F01 - CH" History

Document created by Shelley Blair (blairs@etminc.com)
2026-03-18 - 12:08:59 PM GMT

Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2026-03-18 - 12:09:09 PM GMT

Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2026-03-18 - 3:36:37 PM GMT

Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2026-03-18 - 3:38:37 PM GMT - Time Source: server

Agreement completed.
2026-03-18 - 3:38:37 PM GMT

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CXII

CONSENT

AGENDA

CFN # 2026013406, OR BK: 5026 PG: 890, Pages 1 / 8, Recorded 3/23/2026 2:27 PM, Doc: E
TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL Rec: $69.50 Doc D: $0.70
Deputy Clerk hallj

Prepared by: George Andres
Comcast Cable Communications Management, LLC
7201 N Federal Highway
Boca Raton, FL 33487

Equipment Grant of Easement

This Grant of Easement (the "Easement") dated this 16th day of March 2026 by and between COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, hereinafter referred to as "Grantee," and CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, hereinafter referred to as "Grantor".

WHEREAS, Grantee provides certain broadband communications services to customers in the Hyland Trails community located in Clay County, Florida (the "Service Area") under the jurisdiction of the Grantor, which is a local unit of special purpose government; and

WHEREAS, Grantor and Grantee mutually wish to enter into this Grant of Easement.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of the property described below, hereby grants to Grantee a non-exclusive, non-assignable easement in gross, limited to a 10' x 10' area, for access to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect, and remove at any reasonable time a broadband communications system but not cellular tower (hereinafter referred to as the "System") in, on, over, under, across and along that certain real property (the "Property") located in the County of Clay, State of Florida, more particularly described in the Legal Description attached hereto as Exhibit A (the "Easement").

1. Grant of Easement. Grantor agrees for itself and its heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to maintain and cut trees and roots in the Easement Area only with prior written approval from Grantor, which shall not be unreasonably withheld that endanger or interfere with said System, and shall have access to said System for the purpose of exercising the rights herein granted. Grantee shall be responsible for any damage to the Property or injury to persons caused by its installation, maintenance, or use of the System and shall promptly repair such damage at its sole cost. In making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation. Grantee shall, at its sole cost and expense, promptly restore the surface of the Easement Area and any adjacent portions of the Property disturbed by Grantee's activities to substantially the same condition that existed immediately prior to such disturbance, including replacement of sod, landscaping, pavement, sidewalks, or other improvements. Such restoration shall be completed within ten (15) days following completion of any work, and if Grantee fails to complete such restoration within this timeframe, Grantor may complete the restoration and bill Grantee for all actual costs incurred, plus a fifteen percent (15%) administrative fee, which Grantee shall pay within thirty (45) days of invoice.

2. **Indemnification**.

   a. To the fullest extent permitted by law, and in addition to any other obligations of the Grantee under this Easement or otherwise, the Grantee shall indemnify, hold harmless, and defend the Grantor and its respective officers, directors, supervisors, employees, staff, managers, agents, contractors and subcontractors, of each and any of all of the foregoing entities and individuals (together, the "Indemnitees") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable and actual attorneys' fees and costs of litigation, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Grantee, or any employee, agent, contractor, subcontractor, or any individual or entity

directly or indirectly employed or used by any of them to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect, and remove the System, (ii) the Grantee's performance of, or failure to perform, the Grantee's obligations pursuant to this Easement or the Grantee's performance of any activities in connection therewith, or (iii) any breach of any warranty, representation, covenant, or agreement made by the Grantee in this Easement.

b. To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Easement enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall not exceed $1,500,000.00 , the amount of which bears a reasonable commercial relationship to the Easement, the potential risks involved and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Easement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

c. Subject to Section 6(a) below, a default by either party under this Easement shall entitle the other party to all remedies available at law or in equity. In the event that either the Grantor or Grantee is required to enforce this Easement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

3. **Easement Conditions**. The Easement rights granted herein are for the purposes contemplated by this Easement only and are thereby limited to the scope of the Easement granted herein and solely in the Property. Grantee shall use all due care to accomplish the work in the Easement without damage to the Property and surrounding areas. Grantee shall assume responsibility for any and all damage to any real or personal property of the Grantor or any third parties as a direct result of Grantee's use of the Property under this Grant of Easement. Grantee shall be responsible for returning the Property to substantially the same condition that existed immediately prior to the damage should any damage occur.

4. **Property Damage**. Any property damage, including but not limited to landscape and sod replacement, irrigation systems, drainage systems, signage, lighting, fencing, or any other improvements, caused by the installation of the System or other activities of the Grantee, its employees, contractors, subcontractors, or agents, shall be repaired within ten (10) business days of notice to the Grantee of such damage (or discovery by Grantor if earlier), except:

a. for conditions that warrant a faster repair time, *i.e.* for impacts to utility services such as water, sewer, stormwater, electrical, cable or internet, or any condition posing a safety hazard, such repair shall be commenced within four (24) hours and completed within forty-eight (48) hours of notice, regardless of day of the week; and
b. for conditions beyond the Grantee's reasonable control or damage that is not reasonably capable of being cured within a ten (10) business day period, in which case the Grantee will diligently work to complete such repairs promptly.

If the Grantee fails to commence repairs within the time limits prescribed above, the Grantor may (but shall not have the obligation to) undertake the repairs itself and bill the Grantee for the actual and reasonable costs thereof, plus a fifteen percent (15%) administrative fee. Grantee shall pay such invoice within thirty (45) days of receipt.

5. **Prohibition of Assignment.** Grantee is prohibited from the assignment, transfer, sale, or otherwise conveyance of the Easement to any third-party without the prior written consent of Grantor, which consent may be withheld in Grantor's sole and absolute discretion. Any attempted assignment without such consent shall be void and shall constitute a material breach of this Easement, entitling Grantor to immediately terminate this Easement. This prohibition shall apply to any direct or indirect change in control of Grantee, including through merger, consolidation, or sale of substantially all assets.

6. **Termination.**

   a. Default. In the event either Party defaults in the performance of any of the material terms of this Easement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Easement which gives rise to the default. The defaulting Party shall have 30 days to either (i) cure the default or (ii) if such default is incapable of cure within such 30-day period, commence curing the default within such 30-day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so within such 30-day period, the non-defaulting Party may terminate this Easement upon 30 days' written notice without further liability of either party.

   b. Permanent Loss of Authority. This Easement shall terminate automatically in the event the Grantee lacks authority to continue to provide broadband communications services to the Hyland Trails community due to loss of governmental authorization, provided that Grantee shall remain liable for all obligations accrued prior to such termination, including but not limited to property restoration and removal of the System. This automatic termination shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where loss of authorization is the subject of a bona fide dispute being actively litigated, and in all cases shall not negate or diminish the Grantee's obligations under Sections 1, 2, 3, 4, and 7 of this Easement, which shall survive any termination.

7. **Removal of System.** Upon expiration or termination of this Easement, the Grantee shall have three (3) months during which it may remove the System and restore the Property to substantially the same condition as existed prior to installation of the System, including removal of all concrete pads, underground conduits, and any other improvements or materials installed by Grantee. The Grantee shall promptly repair any damage to the Property caused by such removal in accordance with Section 4 herein within thirty (45) days of completion of removal. If Grantee fails to timely remove the System and restore the Property, Grantor may (i) remove the System and restore the Property at Grantee's expense, plus a fifteen percent (15%) administrative fee, or (ii) deem any portion of the System remaining on the Property after the sixty (90) day period as abandoned, with ownership vesting in Grantor "AS IS" and "WHERE IS", provided that Grantee shall remain liable for any environmental contamination, hazardous materials, or safety hazards associated with such abandoned System, and Grantor reserves the right to require removal and seek damages at any time if such abandoned System creates any hazard or liability.

8. **Insurance.** The Grantee shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be

no less than Three Million Dollars ($3,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars ($1,000,000) per accident and in the aggregate. The Grantee will provide the Grantor with a certificate evidencing such insurance prior to commencing the services hereunder and shall add the Creekview Community Development District, its supervisors, officers, staff and agents as additional insured parties on a primary and non-contributory basis. All insurance policies shall contain a waiver of subrogation in favor of Grantor. The insurance requirements shall survive termination of this Easement for any claims arising during the term.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of the Grantor's sovereign immunity or the Grantor's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Easement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. Applicable Law and Venue. This Easement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Clay County, Florida. In any litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including expert witness fees and costs of investigation. Grantee waives any right to jury trial for any dispute arising under this Easement.

[Signature page to Grant of Easement]

Executed as of the date first written above.

WITNESSES

GRANTOR:

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

Benjamin Meyers
Print Name

Brad Odom
Print Name

By:
Name: Gregg Kern
Title: Chairperson

WITNESSES

Kristina Brandt
Print Name

Spencer Storey
Print Name

GRANTEE:
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

By:
Name: Kristen Comiello
Title: RSVP, Florida Region

STATE OF FLORIDA)
) ss
COUNTY OF Duval)

The foregoing instrument was acknowledged before me [✓] in person or [ ] by online notarization, this 11th day of Wednesday 2026 by Gregg Kern as Chairperson of the CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT. He she [✓] is (personally known to me) or [ ] has presented (type of identification) as identification and [✓] did/[ ] did not take an oath.

Witness my hand and official seal.

Notary Public
Joseph E. Cornelison
(Print Name)

My commission expires: 2/20/2030

JOSEPH E. CORNELISON
MY COMMISSION # HH 763778
EXPIRES: February 20, 2030

STATE OF FLORIDA)
) ss.
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me [✓] in person or [ ] by online notarization, this 16th day of March 2026 by Kristeen Cominello RSVP of COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, a Delaware limited liability company, who acknowledged that he she is authorized to execute this instrument on behalf of the company. He she [✓] is (personally known to me) or [ ] has presented (type of identification) as identification and [ ] did/[✓] did not take an oath.

Witness my hand and official seal.

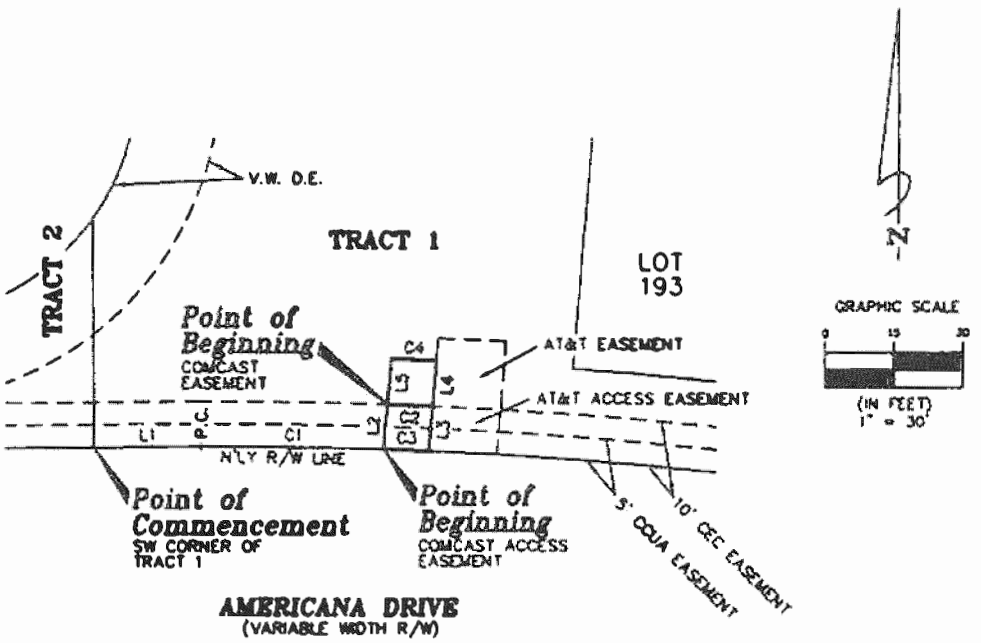
Notary Public
Theresa Lynn Martin
(Print Name)

THERESA LYNN MARTIN
Notary Public - State of Florida
Commission # HH 323820
My Comm. Expires Feb 14, 2027
Bonded through National Notary Assn.

My commission expires:

Exhibit A

MAP SHOWING



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°36'28"E	23.57'
L2	N04°43'57"E	10.01'
L3	S04°43'57"W	10.01'
L4	N04°43'57"E	10.01'
L5	S04°43'57"W	10.01'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1000.00'	39.77'	2°16'43"	S89°15'10"E	39.77'
C2	1010.00'	10.01'	0°34'04"	S87°48'05"E	10.01'
C3	1000.00'	10.01'	0°34'25"	N87°49'37"W	10.01'
C4	1020.00'	10.01'	0°33'44"	N87°48'36"W	10.01'

COMCAST EASEMENTS
SHEET 1 OF 2

JOB NO. 2025-464

DRAFTER JRS

DATE 8-20-2025

SCALE 1"=30'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

MICHAEL J. COLLIGAN LICENSE NUMBER No.6788 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3733
9130 CRAWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 880-2703
WWW.CLARYASSOC.COM

CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

MAP SHOWING

COMCAST ACCESS EASEMENT

A PORTION OF TRACT 1, AS SHOWN ON THE PLAT OF CREEKVIEW TRAIL – AREA 1, RECORDED IN PLAT BOOK 72, PAGES 46 THROUGH 65, INCLUSIVE OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID TRACT 1, SAID POINT ALSO LYING ON THE NORTHERLY RIGHT OF WAY LINE OF AMERICANA DRIVE (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 89°36'28" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 23.57 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 39.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°15'10" EAST, 39.77 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 04°43'57" EAST, 10.01 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1010.00 FEET, AN ARC DISTANCE OF 10.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°48'05" EAST, 10.01 FEET, TO THE WESTERLY LINE OF AN AT&T ACCESS EASEMENT; THENCE SOUTH 04°43'57" WEST, ALONG LAST SAID LINE, 10.01 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE OF AMERICANA DRIVE, AND THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG LAST SAID LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 10.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°49'37" WEST, 10.01 FEET, TO THE POINT OF BEGINNING.

CONTAINING 100 SQUARE FEET, MORE OR LESS.

COMCAST EASEMENT

A PORTION OF TRACT 1, AS SHOWN ON THE PLAT OF CREEKVIEW TRAIL – AREA 1, RECORDED IN PLAT BOOK 72, PAGES 46 THROUGH 65, INCLUSIVE OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID TRACT 1, SAID POINT ALSO LYING ON THE NORTHERLY RIGHT OF WAY LINE OF AMERICANA DRIVE (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 89°36'28" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 23.57 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 39.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°15'10" EAST, 39.77 FEET; THENCE NORTH 04°43'57" EAST, 10.01 FEET, TO THE ARC OF A CURVE LEADING EASTERLY AND THE POINT OF BEGINNING:; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1010.00 FEET, AN ARC DISTANCE OF 10.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°48'05" EAST, 10.01 FEET, TO THE WESTERLY LINE OF AN AT&T EASEMENT; THENCE NORTH 04°43'57" WEST, ALONG LAST SAID LINE, 10.01 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG LAST SAID LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1020.00 FEET, AN ARC DISTANCE OF 10.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°48'36" WEST, 10.01 FEET; THENCE SOUTH 04°43'57" WEST, 10.01 FEET, TO THE POINT OF BEGINNING.

CONTAINING 100 SQUARE FEET, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON N'LY R/W LINE OF AMERICANA DRIVE AS N89°36'28"E PER RECORDED PLAT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

LEGEND

R/W = RIGHT OF WAY
P.C. = POINT OF CURVATURE
V.W. D.E. = VARIABLE WIDTH DRAINAGE EASEMENT
CEC = CLAY ELECTRIC COOPERATIVE
CCUA = CLAY COUNTY UTILITY AUTHORITY

COMCAST EASEMENTS
SHEET 2 OF 2

Clary&Co.

JOB NO. 2025-464 DRAFTER JRS DATE 8-20-2025

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3CXIII

CONSENT AGENDA

GOPHER TORTOISE RECIPIENT SITE AGREEMENT

Chelone LLC

This Gopher Tortoise Recipient Site Agreement (the "Agreement") is entered into effective as of this 19th day of February 2026 (the "Effective Date") by and between Chelone LLC, a Florida limited liability company ("Chelone"), whose mailing address is 8639 Ranchwood Ln., Saint Augustine, FL 32092, and Creekview Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, c/o Wrathell, Hunt, & Associates LLC, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 ("District" and along with Chelone, "Parties").

RECITALS:

A. Chelone is the Authorized Manager of the Chelone Gopher Tortoise Relocation Recipient Site (the "Recipient Site"), which is an approved long-term protected gopher tortoise relocation site located in Walton County, Florida, operating pursuant to Florida Fish and Wildlife Conservation Commission ("FWC") Recipient Site Permit No. GTLR-23-0002A, dated April 29, 2024. Chelone represents and warrants that the Recipient Site Permit is current, valid, and in good standing, and that Chelone is in compliance with all terms and conditions of such permit.

B. Chelone desires to accept, at the Recipient Site, relocated gopher tortoises from District for the purpose of meeting District's requirements under its project-specific relocation Conservation Permit(s) ("Permit").

C. District has determined that the Recipient Site available from Chelone will meet District's needs and District therefore desires to engage Chelone to relocate gopher tortoises to the Recipient Site.

D. In pursuit of the foregoing, the Parties agree to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chelone and District hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Tortoise Fees. In consideration of Chelone's acceptance and receipt of the gopher tortoises at the Recipient Site ("Relocation"), District shall pay to Chelone according to the following fees (collectively, the "Tortoise Fees"):

    a. Adult Tortoise Fee. District shall pay Chelone the amount of Four Thousand and No/100 Dollars ($4,000.00) per "Adult Gopher Tortoise" (≥130mm) relocated from the District to the Recipient Site pursuant to this Agreement ("Adult Tortoise Fee").

    b. Juvenile Tortoise Fee. District shall pay Chelone the amount of One Thousand, Five Hundred and No/100 Dollars ($1,500.00) per "Juvenile Gopher Tortoises" (>60mm and <130mm) relocated from the District to the Recipient Site pursuant

to this Agreement(the "Juvenile Tortoise Fee"). There is no fee for relocating any Hatchling Gopher Tortoises (≤60mm) ("Hatchling Gopher Tortoises") when the Hatchling Gopher Tortoises are accompanied by an Adult Gopher Tortoise or Juvenile Gopher Tortoise for which a fee is being paid under this Agreement. All Adult Gopher Tortoises and Juvenile Gopher Tortoises shall collectively be referred to as "Tortoises."

c. Payment of the Purchase Price. Chelone will maintain a ledger of payment(s) received and the number of Tortoises received and shall provide District with copies of such ledger upon request. Upon Chelone's acceptance of the Tortoises, Chelone shall provide District with a detailed invoice for any remaining amount due after the Deposit is applied to the total Purchase Price. District shall pay the balance according to the terms of the *Local Government Prompt Payment Act*, section 218.70 et seq., *Florida Statutes*. Deposit amounts not applied to the Purchase Price, if any, shall be refunded to District at the end of the term of the Agreement or the termination of this Agreement.

3. Reservation. Chelone shall reserve capacity for the Relocation of forty (40) Tortoises for District (the "Reservation") under the terms and conditions set forth herein, including specifically Sections 2 and 5 herein. Chelone is not obligated to accept tortoises from District other than those specifically listed herein. However, the Parties may mutually agree in writing to modify the number of Tortoises subject to this Reservation.

4. Transport of Tortoises. Unless otherwise agreed in writing, Chelone will pick up and transport the Tortoises from the District to the Recipient Site, pursuant to the agreed upon terms in **Exhibit A**, which is incorporated herein by reference. Chelone shall maintain all necessary permits, licenses, and insurance required for the transportation of the Tortoises and shall transport the Tortoises in accordance with all applicable federal, state, and local laws and regulations. Mutually agreeable meeting locations and times to transport Tortoises will be agreed upon by the Parties at least two business days prior to acceptance by Chelone. Prior to transport, District covenants to provide Chelone with a copy of District's relocation permit issued by FWC with respect to each Tortoise to be relocated to the Recipient Site.

5. Term. The Reservation shall commence upon the Effective Date and shall expire exactly one (1) year therefrom (the "Expiration Date") unless earlier terminated by the parties as provided herein.

6. Deposit. Within fifteen (15) days of execution of this Agreement by the Parties and subject to the District's receipt of a proper invoice from Chelone, District shall pay to Chelone a fifteen percent (15%) deposit of the sum of all proposed Tortoise Fees due under this Agreement, which equals Twenty-Four Thousand and No/100 Dollars ($24,000.00) (hereinafter the "Deposit") for the Reservation of the Tortoises. District acknowledges that such Deposit to Chelone is consideration for Chelone reserving sufficient capacity for the Tortoises at the Recipient Site. Chelone may hold such Deposit in its general operating account and the Deposit may be commingled with other funds held by Chelone.

7. Reservation Letter for District. Within five (5) business days after Chelone has received the signed contract required herein and Deposit, Chelone will provide District with a reservation letter documenting that Chelone will accept the Tortoises at the Recipient Site. Said reservation letter will be of a form acceptable for submittal to FWC as part of the District's Permit application.

8. Gopher Tortoise Relocation Rights. District may exercise the Tortoise relocation rights reserved under this Agreement by delivering notice in writing to Chelone pursuant to the terms of this Agreement and prior to the Expiration Date as to all or any portion of the relocation rights subject to the Reservation in accordance with the terms of this Agreement. Such notice shall specify the anticipated number of Tortoises to be relocated and the proposed timeframe for relocation. These rights are considered non-transferable and may not be assigned by District without the prior written consent of Chelone.

9. Notice of Permit Issuance. Chelone requests notification of FWC's issuance of the Permit to District. The Permit may be provided via email or regular mail to Chelone pursuant to the contact information in Section 13.

10. Receipt of Tortoises. Upon Chelone's receipt of the Tortoises at a mutually agreeable location, Chelone's Authorized Agent shall conduct a cursory health check in the presence of District's representative, and Chelone and District shall sign an acknowledgment in the form attached hereto as **Exhibit B** (the "Acceptance Acknowledgment") confirming the actual number of Tortoises relocated pursuant to this Agreement and noting any health concerns identified during the cursory health check. In the event that there shall be more than one receipt of the Tortoises under this Agreement, then each receipt shall be evidenced by a separate Acceptance Acknowledgment, which shall be dated to show the number of the Tortoises received on each date pursuant to this Agreement. Chelone will collect all required biological data, along with a final determination of Adult, Juvenile or Hatchling. This data will be provided to the District's Authorized Agent representative for the permit After Action Report within thirty (30) days of acceptance.

11. FWC Guidelines and Regulations. All Tortoise Relocations, including Releases at Chelone, made under this Agreement shall be made in accordance with FWC gopher tortoise relocation guidelines and/or regulations in place at the time of execution of this Agreement. Chelone reserves the right under this Agreement to refuse Tortoises showing any signs of disease, or due to FWC temperature-based release restrictions, and to alter procedures at the Recipient Site based upon any change(s) in FWC requirements and/or guidelines. If Chelone refuses to accept Tortoises under this section, Chelone shall provide District with written notice of the refusal and the specific reason(s) for such refusal within two (2) business days. If Tortoise(s) are refused due to disease, District shall have the right to have the Tortoise(s) examined by a qualified veterinarian at District's expense, and if the veterinarian certifies the Tortoise(s) are healthy and provides Chelone with written verification of the health of the Tortoise(s), Chelone shall accept the Tortoise(s).

12. Post-Relocation Surveys and Reporting. Chelone, through its Agent, will be responsible for all post-relocation surveying and reporting for the Recipient Site. District's responsibility and liability with regard to all Tortoises shall terminate upon Chelone's acceptance of the Tortoises as set forth in Section 10 above.

13. Notices. Any notice(s) required hereunder shall be given in writing and shall be sent by (a) registered or certified mail, return receipt requested, (b) hand delivered, (c) tendered to a recognized overnight courier service, or (d) electronic mail with read receipt confirmation, with a copy by US mail, to the parties hereto at the following addresses:

CHELONE: Chelone, LLC
Attn: Thomas Estes
8639 Ranchwood Lane
Saint Augustine, FL 32092
Ph: (904) 307-9911
Email: thomas@icaruses.com

Copy to: Icarus Ecological Services, Inc.
Attn: Danny LeJeune
7437 W Hwy 388
Panama City Beach, FL 32413
Email: danny@icaruses.com

DISTRICT: Creekview Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W,
Boca Raton, FL 33431
Phone: 904-562-1840
Email: rodriguezf@whhassociates.com
Attn: District Manager

Copy to: Greenpointe Developers, LLC
Attn: Nick McKenna
7807 Baymeadows Road East, Ste 205
Jacksonville, FL 32256
Phone: 904-562-1840
Email: nmckenna@greenpointellc.com

Notices sent via electronic mail shall be deemed given upon receipt of read receipt confirmation if sent to the recipient party's email address shown above, provided that a copy is also sent by U.S. mail as required above. If no read receipt is received within two (2) business days, notice shall be deemed given only upon receipt of the mailed copy. Any party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address.

14. Attorneys' Fees. If any suit or action shall be instituted to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and reasonable attorneys' fees expended as part of such suit, action, or appeal.

15. Severability. If any provisions of this Agreement are held to be illegal or invalid, the otherprovisions shall remain in full force and effect.

16. Binding Effect. The obligations and covenants of this Agreement shall bind and

benefit the successors, personal representatives, heirs, and permitted assigns of the parties hereto.

17. Captions. The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision thereof.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively but one instrument.

19. Electronic Signatures. Electronic signatures of this Agreement shall be deemed binding on all parties.

20. Governing Law; Venue; Waiver of Jury Trial. The laws of the state of Florida shall govern the validity, enforcement, and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement shall lie exclusively in Clay County, Florida. Each party hereby irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim arising out of or relating to this Agreement.

21. Entire Agreement/Amendments. This Agreement constitutes the sole and entire agreement between the parties hereto with respect to Tortoise Relocation relating to the Permit and supersedes all letters of intent, term sheets, letters of interest, understandings, promises, covenants,representations, statements, agreements and undertakings (whether written or oral), if any, with respect thereto, which may have been given, distributed, furnished or made prior to or contemporaneously with the execution and delivery of this Agreement. This Agreement may not be amended except by written agreement signed by all of the parties.

22. Assignment. District may not assign the rights granted under this Agreement without prior written consent of Chelone, which consent may be freely withheld.

23. Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

24. Default. In the event of a default under this Agreement, the non-defaulting party agrees to provide the defaulting party with written notice of such default specifying the nature of such default. The defaulting party shall have a five (5) day period after the date of said notice to cure said default. If defaulting party does not cure said default within said five (5) day period, then non-defaulting party shall have the right to (i) terminate this Agreement and upon such termination, the parties shall be released of any further obligation hereunder (and if the defaulting party is the District, Chelone shall be entitled to retain fees actually received as liquidated damages, provided such amount represents a reasonable estimate of Chelone's actual damages and is not a penalty), or (ii) pursue an action for specific performance, as the non-defaulting party's sole and exclusive remedies; provided

that as a condition to District filing any specific performance action, District shall deposit with the court the applicable Tortoise Fees which would otherwise be due hereunder. In the event of a termination caused by District's default, District hereby agrees to assist and cooperate with Chelone in its efforts to obtain a release from FWC for any remaining (unused) Adult Tortoise Relocation's reserved herein, if applicable. Notwithstanding the foregoing, District may terminate this Agreement without cause with thirty (30) days' written notice to Chelone.

25. Limitations on Governmental Liability. Chelone further agrees that nothing in this Agreement between the Parties shall constitute or be construed as a waiver of the District's sovereign immunity or the limitations on liability contained in Section 768.28, *Florida Statutes*, or other applicable statute or common law doctrine, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

26. Public Records. Chelone understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Chelone agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Chelone acknowledges that the designated public records custodian for the District is **Daphne Gillyard** ("**Public Records Custodian**"). If under this Agreement, Chelone is providing services and is acting on behalf of District as provided under Section 119.011(2), *Florida Statutes*, among other requirements and to the extent applicable by law, Chelone shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement's term and following the contract term if Chelone does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Chelone's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Chelone, Chelone shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CHELONE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CHELONE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

27. Compliance with Governmental Regulation. Chelone shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If Chelone fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the work being rendered under this Agreement, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

28. Foreign Influence. Chelone understands that under Section 286.101, *Florida Statutes*, that Chelone must disclose any current or prior interest, any contact with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

29. Scrutinized Companies. In accordance with section 287.135, *Florida Statutes*, Chelone represents that in entering into the Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Chelone shall immediately notify the District. If Chelone is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Agreement.

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

CHELONE:
BY: _____
NAME: THOMAS ESTES
TITLE: PRESIDENT
DATE: 2/19/26

CREEKVIEW CDD

BY: _____
NAME: GREGG F. KERN
TITLE: CHAIRMAN
DATE: 2/18/2026

Attachments:
Exhibit A – Transportation to Recipient Site (attached hereto and incorporated herein by reference)
Exhibit B – Acceptance Acknowledgement (attached hereto and incorporated herein by reference)

Exhibit A

Transportation to Recipient Site

Chelone agrees to provide transportation of tortoises to the Recipient Site at no additional charge, if the pick-up location is within two (2) hours driving distance of the Recipient Site. For pick-up locations more than two (2) hours driving distance from the Recipient Site, District agrees to the following fees and requirements:

1. MILEAGE: District will reimburse Chelone at the federal mileage rate in force for the year transportation services are provided by Chelone. For 2026 the mileage rate is $0.70 per mile driven from the pick-up location to the Recipient Site.

2. MEETING LOCATION AND PICK-UP TIMES: The Parties agree to set mutually agreeable meeting locations and pick-up times at least two (2) business days prior to pick-up for the purposes of receiving and transporting tortoises. Either party may propose meeting locations and pick-up times by written notice (including email) to the other party, and such locations and times shall be deemed accepted unless the other party objects within one (1) business day of receipt of such notice.

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Creekview Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District's Board of Supervisors of the District desires to elect and remove certain Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective April 9, 2026:

_____ is appointed Chair

_____ is appointed Vice Chair

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of April 9, 2026:

_____ _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution.

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Felix Rodriguez is Assistant Secretaryv

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 9th day of April, 2026.

ATTEST**:**	**CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Creekview Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Clay County, Florida; and

WHEREAS, the Board desires to designate authorized officers as signatories on the District's accounts.

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

SECTION 1. The above recitals are true and correct and by this reference are incorporated into and form a material part of this resolution.

SECTION 2. Wrathell, Hunt & Associates, LLC, is directed to maintain the local bank accounts for the District.

SECTION 3. The following individuals shall be appointed as signatories on the account and are authorized to administer the District's accounts, as soon as practical and effective immediately:

Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer
Craig Wrathell	Secretary

SECTION 4. Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 5. This Resolution shall take effect immediately upon its adoption and shall remain in effect unless rescinded or repealed.

[SIGNATURE ON FOLLOWING PAGE]

PASSED AND ADOPTED THIS 9th day of April, 2026**.**

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

6

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) CREEKVIEW TRAIL AREA 3 MASS GRADING PROJECT

This Agreement is by and between **Creekview GP, LLC** ("Owner") and **Jax Utilities Management, Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work will include related services such as testing, start-up, and commissioning, all as required by the Contract Documents, including but not limited to work related to earthwork/clearing, roadway improvements, drainage improvements, waterline and accessories, sewer system, irrigation and accessories, related miscellaneous work, and coordination efforts to support the development of Creekview Trail Area 3 Mass Grading, all as more particularly described in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construction services generally related to construction of Creekview Trail Area 3 Mass Grading, as more fully described in the engineering documents and specifications contained within the Contract Documents.

ARTICLE 3 – ENGINEER

3.01 The Owner has retained England-Thims & Miller, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time is of the Essence*

~~A.~~ All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Work to be performed under this Agreement shall be commenced no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of the Notice to Proceed.

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4.02 ~~*Contract Times: Dates*~~

~~A. The Work will be substantially complete on or before **[date]**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[date]**.~~

4.03 *Contract Times: Days*

~~A.~~ The Work will be substantially complete within 218 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 248 days after the date when the Contract Times commence to run.

ALL CALENDAR DAY DURATIONS STATED ABOVE SHALL BE INCLUSIVE OF TIME NECESSARY FOR SHOP DRAWING PREPARATION, REVIEW AND APPROVAL, AND PROCUREMENT, FABRICATION, AND DELIVERY OF ALL MATERIALS REQUIRED FOR COMPLETION OF THE PROJECT.

4.04 ~~*Milestones*~~

~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

~~1. Milestone 1 **[event & date/days]**~~

~~2. Milestone 2 **[event & date/days]**~~

~~3. Milestone 3 **[event & date/days]**~~

~~B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.~~

~~C. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor $**[number]** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to $**[number]**.~~

4.05 Liquidated Damages

~~A.~~ Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and

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Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $750.00 for each day that expires after such time until the Work is completed and ready for final payment for the first thirty (30) calendar days and $1,000.00 for each day after the first 30 until final completion.

3. ~~*Milestones:* As it relates to Creekview Trail Area 3 Mass Grading, the Contractor shall pay Owner $_____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the~~ time specified for Substantial Completion is reached, at which time the rate indicated in ~~Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

~~B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.~~

~~C. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor $500.00 for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to $_____.~~

4.06 ~~*Special Damages*~~

~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~

~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the~~

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~~Contract), until the Work is completed and ready for final payment.~~

~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work (priced for Change Orders as set forth herein), a lump sum not to exceed **$2,086,224.00** for Creekview Trail Area 3 Mass Grading Project.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions. Pricing is inclusive of all sales tax (noting that if assigned to the Creekview Community Development District, such sales tax shall not be applicable and shall be deducted from the lump sum amounts set forth above). Change Orders shall be based on the unit pricing, plus applicable tax, provided by the Contractor; subject to Article 11 of the General Conditions. If unit pricing does not include tax, then a tax credit shall be provided in the Change Order in addition to a credit on unit pricing.

THE LUMP SUM BID PRICE IN SECTION A ABOVE SHALL NOT BE SUBJECT TO ANY ADJUSTMENTS EXCEPT AS SPECIFICALLY SET FORTH HEREIN. CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACT PRICE SHALL NOT BE SUBJECT TO FLUCTUATIONS IN MARKET COSTS FOR TOOLS, MATERIALS, SUPPLIES, EQUIPMENT, FUEL OR LABOR. ANY NOTES OR CONDITIONS CONTAINED IN ANY PROPOSAL SUBMITTED BY CONTRACTOR SHALL BE EXCLUDED FROM AND NOT BE PART OF THIS CONTRACT.

B. ~~For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

~~Unit Price Work~~					
~~Item No.~~	~~Description~~	~~Unit~~	~~Estimated Quantity~~	~~Unit Price~~	~~Extended Price~~
				~~$~~	~~$~~
				~~$~~	~~$~~
				~~$~~	~~$~~
				~~$~~	~~$~~
				~~$~~	~~$~~
~~Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)~~					~~$~~

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions,~~

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~~estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

C. ~~Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $**[number]**.~~

D. For all Work, including additions or changes to the Work, payment shall be made in accordance with ~~at~~ the prices stated in Contractor's Bid, attached hereto as an exhibit. Unit Pricing, as shown in the Contractor's Bid attached hereto, shall be used in connection with pricing for change orders. The Lump Sum Bid Price and Unit Pricing provided for tools, materials, supplies, equipment, fuel or labor shall not be subject to any cost adjustment for any reason unless authorized per an addendum to this contract contained within the Bid Package. Notwithstanding the above, in the event Owner requests a change in the scope of Work beyond simple extensions to existing work, Contractor and Owner shall negotiate reasonable adjustments to unit prices for such changes in scope of Work.

5.02 Omitted.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment by the last day of each month during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. ~~on or about the **[ordinal number, such as 5th]** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.~~ All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, subject to any offsets to which the Owner is entitled.

~~1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.~~

~~a. **[number]** percent of the value of the Work completed (with the balance being~~

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~~retainage).~~

~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

~~b. **[number]** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

B. ~~Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **[number]** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **[number]** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 *Final Payment*

Upon final completion and acceptance of the Work, in accordance with Paragraph 15.05 and 15.06 of the General Conditions, and subject to final acceptance by Clay County and the local utility provider (Clay County Utilities), as applicable, and Clay County and the Florida Department of Transportation ("FDOT") or other local government as needed and as applicable. Owner shall pay the remainder of the Contract Price as recommended by the Engineer and in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of one percent (1%) per annum~~.~~ ~~Provided however, subject to~~; provided, however, that prior to assignment to the Creekview Community Development District, this rate shall apply only to the extent no other rate is required by applicable law. Upon and after the completion of the assignment to Creekview Community Development District (as described in Paragraph 9.03.B), interest shall be addressed as follows: All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement as modified herein.

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2. General Conditions as modified therein.

3. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions.

4. Contractor's Bid Form, including but not limited to Specifications as listed in the table of contents of the Project Manual (copy of list not attached), including technical specifications (by signing this Contract, Contractor acknowledges that he/she will conform all work to the latest standards and specifications of FDOT, Clay County, all applicable utility authorities and other applicable codes, regulations and laws as applicable).

5. Permits (to be provided by Owner upon receipt):

   a. St. Johns River Water Management District Permit (not attached)

   b. Clay County Development Order

   c. Clay County Potable Water Permit

   d. Clay County Wastewater Permit

   e. Army Corps of Engineers

   f. Creekview Trail Area 3 Mass Grading plans prepared for Creekview Community Development District, dated June 2020, ETM No.:17-115-17 (Submittal Plans)

   g. Drawings as indicated on the Drawing Index on page 1 of the Submittal Plans identified in Paragraph 7.01.A.5.f.

6. Exhibits to this Agreement (enumerated as follows):

   a. Proposal (Official Cost Summary Form) for Creekview Trail Area 3 Mass Grading for Creekview GP LLC (Composite Exhibit A)

   b. *Geotechnical Engineering Report Creekview Trail Area 3 dated December 13, 2024* by ECS Florida, LLC, as more specifically identified in the Supplemental Conditions.

   c. Assignment of Contract package (Exhibit B), however Exhibit B and the documents contained therein are not and shall not be deemed to be "Contract Documents." The Addendum contained in Exhibit B shall only become a Contract Document upon execution thereof and assignment of the Contract as provided in Section 9.02.B herein.

7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

   a. Notice to Proceed.

   b. Work Change Directives.

   c. Change Orders.

   d. Field Orders.

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B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the

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Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies that Contractor has been made aware of or has reasonably discovered between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.

13. Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment and labor necessary to complete the services required of Contractor under this Contract and Contractor has sufficient experience and competence to perform the Work under the Contract. Contractor acknowledges and agrees that there shall be no adjustments in the Unit Pricing or the Lump Sum Bid Price as a result of any increase in cost to Contractor for tools, materials, supplies, equipment, fuel or labor.

14. Contractor is authorized to do business in the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of an individual or public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at

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artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are a modified version of EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), and/or in the Supplementary Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in the Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions unless otherwise stated herein.

9.02 *Successors and Assigns; Assignment*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

B. Contractor acknowledges and agrees that Owner anticipates, and shall have the right to, assign the Contract to the Creekview Community Development District at any time after the Effective Date thereof by notice to Contractor and, if Owner has performed its obligations such that the representations therein are true and correct, Contractor shall execute an Acknowledgement and Acceptance of Assignment and Release, and the parties shall sign an Addendum to Contract, both in the form as attached in Exhibit B. A Change Order shall be issued to Contractor to compensate Contractor for the cost and/or premium for such bonds and equitably adjusting the Contract Price accordingly.

9.03 *Assignment of Warranties*

A. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner.

9.04 *Construction Defects*

A. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

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9.05 *Restriction on Removal of Fill Dirt from Work Site*

A. Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

9.06 *Counterparts; Electronic Signatures*

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

[Signatures on following page]

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 2026 (which is the Effective Date of the Contract).

Owner:

Creekview GP, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

7807 Baymeadows Road, Suite 205

Jacksonville, FL 32256

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

7807 Baymeadows Road, Suite 205

Jacksonville, FL 32256

Phone: _____

Email: _____

*(If **Owner** is a corporation, attach evidence of authority to sign. If **Owner** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

Jax Utilities Management, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

5465 Verna Blvd.

Jacksonville, FL 32205

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

5465 Verna Blvd.

Jacksonville, FL 32205

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: FLORIDA

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, the project manual and any documents included or referenced therein, including but not limited to Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract

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Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment~~, other than a claim by Contractor for payment of amounts due~~.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

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communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

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31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

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42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be lawfully utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work. Notwithstanding anything to the contrary herein, "Substantial Completion" shall be considered to be on the date which all ~~applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections~~ improvements indicated in the construction plans, specifications, and other Contract Documents have been installed and constructed with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also notwithstanding anything to the contrary contained herein, Substantial Completion ~~Contractor shall be responsible for~~ shall include Contractor's obligations for providing required testing, as-built plans, surveys, certifications, and other documentation associated with obtaining the final inspections and applicable written approvals and acceptances from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such approvals, acceptances, and certifications ~~Certificate~~.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

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47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the ~~Bidding Requirements or~~ Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

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3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds). Such bonds shall be required upon assignment to Creekview Community Development District.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. ~~*Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

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2.02 *Copies of Documents*

A. Owner shall furnish to Contractor one ~~four~~ printed copy ~~copies~~ of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

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1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be

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valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error,

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ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. ~~Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any

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other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run ~~on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given,~~ on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. No Work shall be performed before the issuance of a Notice to Proceed. ~~In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date. Notwithstanding the foregoing, should any Work be performed at the Site prior to such date, such Work shall be deemed to have been performed pursuant to this Contract.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

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B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. The Owner, in its sole and absolute discretion, may divide the Work into phases, and prioritize those phases, or elect to terminate the Contract early and complete only a portion of the Work. If Owner divides the Work into phases or prioritizes those phases, Contractor shall be entitled to an equitable adjustment in the Contract Time and/or Contract Price. Such changes in Contract Time and/or Contract Price shall be as negotiated in good faith between the Parties and set forth in a separate change order provided that any changes in Contract Price shall be consistent with the schedule of values provided by Contractor.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include ~~but are not limited to~~ only the following:

1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, tropical storms, hurricanes, and earthquakes;

2. ~~Adverse weather days: defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site: (a) precipitation (rain, snow, or ice) in excess of one-half inch (0.50") liquid measure ("standard baseline"); or (b) sustained wind in excess of twenty-five (25) m.p.h. The Contractor must document such Adverse Weather and notify the Owner promptly of its occurrence~~ Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 15 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that

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any abnormal weather conditions, that impacts Milestone scheduling on the *critical path*, are in excess of normal rainfall amounts or other normal weather conditions, and must provide such documentation of unusually severe weather as the Engineer deems reasonably necessary. Such documentation shall be submitted to the Engineer and Owner, supporting such weather days, within seventy-two hours of said event or any adjustment of time or costs will be deemed waived.

In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or

2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, or acts of God;

Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price ~~for delay, disruption, or interference~~ is limited and conditioned as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

4. The Owner, in its sole and absolute discretion, may additionally direct that the Project be delivered in multiple phases rather than all at once. At such time the Contractor may provide any additional impacts to the schedule and Contract to the Owner to review at its discretion. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay.

5. Adjustments of Contract Price are subject to the limitations of Article 5 of the Construction Contract.

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E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work. Such supporting documentation shall include, where appropriate, documentation of abnormal weather conditions and an explanation of their impact on Contract Price and/or Contract Times.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress ~~of the Work resulting from the performance of certain other work at or adjacent to the Site~~.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. ~~Upon request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18)~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~, from and against any such claim, and against all liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, rubbish, debris, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site ~~that contain Technical Data~~ from which the Engineer prepared the Contract Drawings and Specifications;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), ~~that contain Technical Data~~ from which the Engineer prepared the Contract Drawings and Specifications; and

3. Technical Data contained in such reports and drawings, if any.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *No Reliance by Contractor on Technical Data*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b~~. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the character, quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseeable and foreseen risks, hazards, and difficulties in connection therewith.

D. *Limitations of Other Data and Documents*: Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

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4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5. Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from usual and customary varying soil conditions expected in the Work, including but not limited to, varying soil conditions, etc. that may make it more difficult to install the repairs or otherwise conduct the Work. Furthermore, no additional costs will be charged by Contractor for matters associated with expected usual and customary, unsuitable, and/or varying soils.

6. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all usual and customary foreseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Bidding Documents and Bidding Requirements furnished to the Contractor for its information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data ~~on which Contractor is entitled to rely as provided in Paragraph 5.03~~ is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

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F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Owner and Engineer do not warrant or guarantee the accuracy or completeness of any information or data regarding underground facilities provided by others. Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for, without additional compensation from the Owner:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations, including but not limited to notification of and cooperation with utility companies and agencies when the Contractor's operations are close to existing facilities in order to provide time for the utilities to stake the location of their existing facilities. This coordination effort shall be done in compliance with Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act," latest revision.;

3. locating or verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

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3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   A. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 and the limitations in Article 5 of this Contract;

   b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

   c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of

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ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any; and

3. Technical Data contained in such reports and drawings.

B. *No Reliance by Contractor on Technical Data Authorized*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings. ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~ Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for the Owner's benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. ~~Except for such reliance on Technical Data,~~ Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Contractor nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.

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E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor and Subcontractors, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to an existing Hazardous Environmental Condition, provided that such existing Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor,~~

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~~Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18) ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them~~, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) arising out of or relating to the wholly or partially negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, or to a Hazardous Environmental Condition created in whole or in part by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Only if Contractor is expressly required to furnish payment and performance bonds in the Bidding Documents or upon assignment of the Contract to the Creekview Community Development District and the cost of payment and performance bonds are included as a separate line item in Contractor's Bid or a Change Order is issued to Contractor to compensate Contractor for the cost for such bonds, excluding any required maintenance bond, Contractor shall furnish a performance bond and a payment bond, each in an amount equal to the original Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year (for the payment bond) and two years (for the performance bond) posted after assignment to the Creekview Community Development District after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

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B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds, if any required, must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, upon assignment to the Creekview Community Development District, each bond shall be on an Owner-approved form and the payment bond shall contain the following language upon assignment to the Creekview Community Development District: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein."

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

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C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Prior to commencing the Work and entering any lands upon which the Work shall be performed, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. ~~Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision. Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.~~

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to

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the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

O. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

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4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective supervisors, officers, directors, members, partners, employees, agents, subcontractors, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. ~~*Property Insurance for Substantially Complete Facilities*: Promptly after Substantial~~ Completion, ~~and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~

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D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. ~~Owner and~~ Contractor waives all rights against ~~each other and the respective~~ Owner and its officers, supervisors, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waives all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. ~~Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~

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1. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss .

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services

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under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

<u>The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by the Contractor's suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.</u>

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be

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final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

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d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already

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deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

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use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18) ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise, arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, to the extent such infringement is caused in whole or in part by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

7.09 *Permits*

A. Except for permits related to the site and development obtained by Owner and/or Engineer, unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses necessary and required for Contractor's performance of its Work . Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). ~~Owner~~ Contractor shall pay all charges and fees of utility owners for connections for providing permanent service to the Work, including without limitation water and electrical meters (if applicable), installation fees, electrical inspection fees, and temporary services and utilities. Contractor shall additionally provide all signage required by applicable permits and governmental authorities.

B. Owner and Contractor acknowledge and agree that Owner intends to turn over all or a portion of the Work upon completion to a governmental entity for ownership and maintenance. To the extent that Owner intends to turn over any portion of the Work to another governmental entity for ownership or other purposes, Contractor agrees at its sole expense to take all actions necessary (including but not limited to providing all warranties, improvement bonds, and close-out documents required by the governmental entity even if such requirements are

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beyond what is required herein) to ensure that the recipient governmental entity accepts the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes and assessments required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor or those for whom Contractor is responsible performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless Indemnitees (defined in Paragraph 7.18)~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them~~, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise arising out of or relating to such Work or other action. ~~It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.~~

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve

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Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Among other requirements, the Contractor or Subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in

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accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened or foreseeable damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Shop Drawing or Sample; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings for Creekview Trail Area 3 Mass Grading*

a. Contractor shall be required to submit all Shop Drawings by Milestone dates separately articulated and within ten days of submittal thereafter. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals and in no event shall Engineer fail to review and provide comments or approval longer than 72 hours after Contractor submittal. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and

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Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval within 3 business days, or longer if agreed to by Owner in writing, of receipt of such drawings by Engineer. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

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c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, or improper maintenance or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

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6. The issuance of a notice of acceptability by Engineer or other similar acceptance by Owner;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

F. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.

G. The warranties provided in this Contract shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 *Indemnification*

A. ~~To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, hold harmless, and defend Owner, and its supervisors, managers, attorneys, engineers, consultants, agents, subcontractors and employees, of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses, fees, and costs (including, but not limited to, reasonable fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs), arising out of or relating to the performance or lack of performance of the Work or in conjunction with entry on Owner's property and provided that such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of personal or tangible , but only to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

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To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall not exceed $10,000,000.00 per occurrence, (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18 shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications unless such actions should have been, or were capable of being, discovered by the Contractor; or

2. giving directions or instructions if that is the primary cause of the injury or damage unless the Contractor should have been, or was capable of knowing, such directions or instructions would cause the liability giving rise to a claim as set forth in this section.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work only by express delegation in, and to the extent specifically and expressly required by, the Contract Documents. Such delegation shall specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria in the Contract Documents that such services must satisfy.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place or that is not a responsibility of the Contractor at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies reasonably discoverable in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, ~~or~~ negligence, recklessness, or intentional misconduct in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees (defined in Paragraph 7.18)~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against any such claims, and against all costs, liabilities, suits, liens, demands, interest, expenses, penalties, fines, judgments, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

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9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order or a Work Change Directive.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. ~~If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.~~ If Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A.4, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the

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terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work <u>including but not limited to for the purposes of achieving cost savings, and Owner reserves the right to delete portions of the Work and contract with third parties to provide any such deleted Work</u>. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

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11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. ~~Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).~~

C. *Contractor's Fee*: The Contractor's fee allowed to Contractor for overhead and profit shall be included in the Cost of the Work and/or in the approved Schedule of Values and shall not be claimed after bid submittal or contract execution. ~~When applicable, the Contractor's fee for overhead and profit will be determined as follows:~~

1. ~~A mutually acceptable fixed fee; or~~

2. ~~If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:~~

a. ~~For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;~~

b. ~~For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;~~

c. ~~Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;~~

d. ~~No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;~~

e. ~~The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and~~

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f. ~~When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.~~

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its reasoned discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then

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Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

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B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used ~~for two distinct purposes~~:

1. ~~To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or~~

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

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4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

   a. ~~The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.~~

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

      1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

   c. *Construction Equipment Rental*

      1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

      2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions <u>or if none is specified, in a rate book mutually acceptable to both parties</u>. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs~~.~~

      3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

   e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

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f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. ~~Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.~~

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. ~~When the Work as a whole is performed on the basis of cost-plus-a-fee, then:~~

a. ~~Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~

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b. ~~for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~

1) ~~When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~

2) ~~When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the

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estimated quantity of each item as indicated in the Agreement and/or the Contract Documents.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

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B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests other than any expressly required by the Contract Documents to be furnished and paid for by Contractor, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

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E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

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2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. The equipment referenced in the foregoing sentence shall include only equipment that is intended solely for use and installation or incorporation in the Project as part of the Work and shall not include Contractor's tools, machinery, or construction equipment. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on

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the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 25 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.~~ Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 5 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work

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under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

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D. *Payment Becomes Due*

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor~~. Twenty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

   c. Contractor has failed to provide and maintain required bonds or insurance;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

   e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

   f. The Work is defective, requiring correction or replacement;

   g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   h. The Contract Price has been reduced by Change Orders;

   i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

   j. ~~Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;~~ Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

   k. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the

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amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing with a single list of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Engineer and Contractor shall review each item on the list and assign a completion cost value (Cost of Work as defined in Paragraph 13.01) to each item based on the schedule of values provided in Contractor's bid and other reasonable completion cost estimates as mutually agreed to by Contractor and Engineer. In the event the Contractor and Engineer cannot agree on a cost value, the amount determined by Engineer shall be used. Engineer shall complete the list within thirty (30) days of Final Inspection completion and shall have five (5) days from list completion to review and

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provide to Contractor. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all duly pending Change Proposals and Claims or other disputes or items that Contractor believes are unresolved; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer shall, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's reasoned opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final

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payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of, and at the same time as, its recommendation of payment of the final Application for Payment, Engineer shall also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other required documents have been delivered; the Work is ready for all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction; all rubbish, tools, and surplus materials and equipment from the Project Site have been removed; and a final affidavit and release of claims has been provided.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents. ~~By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.~~

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within ~~one year~~ two years after the date of Substantial Completion, or any common law warranty period, (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract

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Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work

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on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections reasonably necessary to protect the Work and the Site from foreseeable injury by the elements or otherwise.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with ~~a~~ any material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient. The equipment referenced in the foregoing sentence shall include only equipment that is intended solely for use and installation or incorporation in the Project as part of the Work and shall not include Contractor's tools, machinery, or construction equipment.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their

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reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner, without waiving the provisions set forth in Section B below and in consideration for its ability to terminate for convenience, will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. ~~In such case, Contractor shall be paid for (without duplication of any items):~~

1. ~~completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~

2. ~~expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~

3. ~~other reasonable expenses directly attributable to termination, including costs incurred~~ to ~~prepare a termination for convenience cost proposal.~~

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, consequential damages of any kind, or other indirect economic loss arising out of or resulting from such termination.

C. Upon any such termination, Contractor shall:

1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;

2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;

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3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to Owner of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and Subcontracts and revoke agreements specified in such notice;

4. Reasonably assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract, as may be necessary;

5. Complete performance of any Work which is not terminated; and

6. Deliver to Owner an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

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2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

C. In the event Owner or Contractor is required to enforce this Contract by court proceedings, alternative dispute resolution, appellate proceedings or otherwise, then venue for any such legal action shall be in Clay County, Florida, and the prevailing party shall be entitled to recover from the other party all fees and costs, including reasonable attorney's fees and costs, paralegal fees, and expert witness fees, incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed ~~to~~ based on calendar days and shall exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

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18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 *No Third-Party Beneficiaries*

Except with respect to Contractor's indemnification of the Indemnitees as set forth herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Contractor). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Contractor any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Contractor and their respective representatives, successors, and assigns.

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SUPPLEMENTARY CONDITIONS RELATING TO INSURANCE REQUIREMENTS, SUBSURFACE CONDITIONS, AND HAZARDOUS CONDITIONS
Creekview Trail Area 3 Mass Grading

The following supplements establish information supplementary to the *Standard General Conditions of the Construction Contract,* EJCDC Document No. C-700, 2018 Edition (the "**General Conditions**"), including establishing insurance limits and other requirements pursuant to Article 6, and identifying certain reports relating to subsurface conditions and hazardous conditions at the site pursuant to Article 5.

Other changes have been marked directly in underlined and strike-through text on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

1. *Reports.* Pursuant to Paragraph 5.03.A.1. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

Geotechnical Engineering Report Creekview Trail Area 3 dated December 13, 2024 by ECS Florida, LLC, which is attached hereto.

~~OR~~

~~No reports related to physical conditions and subsurface structures at the Site are known to the Owner.~~

2. *Drawings.* Pursuant to Paragraph 5.03.A.2. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

No drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

~~OR~~

~~No drawings related to physical conditions and subsurface structures at the Site are known to the Owner.~~

3. *Technical Data.* Pursuant to Paragraph 5.03.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of subsurface and physical conditions:

N/A

~~OR~~

~~No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.~~

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

1. *Reports.* Pursuant to Paragraph 5.06.A.1. of the General Conditions, the following reports of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

2. *Drawings.* Pursuant to Paragraph 5.06.A.2. of the General Conditions, the following drawings of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

~~[Title of Drawing], prepared by [Preparing Entity], dated [date].~~

~~OR~~

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

3. *Technical Data.* Pursuant to Paragraph 5.06.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of Hazardous Environmental Conditions:

~~[List Technical Data]~~

~~OR~~

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

SC-6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

No performance or payment bonds are required.

SC-6.03 CONTRACTOR'S INSURANCE

Pursuant to Paragraph 6.03.A. of the General Conditions, the limits of Contractor's required insurance shall be as follows.

A. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

1. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000

Each Employee	$1,000,000
Policy Limit	$1,000,000

2. *Commercial General Liability*

General Aggregate	$3,000,000
Products - Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Bodily Injury and Property Damage*—Each Occurrence	$2,000,000

**Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.*

3. *Automobile Liability**

Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
AND	
Combined Single Limit (Bodily Injury and Property Damage)	$2,000,000

**Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles.*

4. *Excess or Umbrella Liability*

Per Occurrence	$5,000,000
General Aggregate	$5,000,000

5. *Contractor's Pollution Liability**

Each Occurrence/Claim	$1,000,000
General Aggregate	$2,000,000

**Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

6. *Builder's Risk*

Completed Value	*Full insurable replacement value of the Work*

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;

2. Blanket contractual liability coverage to the extent permitted by law;

3. Broad form property damage coverage; and

4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and its staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

G. Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof. This insurance shall:

1. include the Owner and Contractor as named insureds.

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes

of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

H. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

I. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

SC-8.02 COORDINATION

Pursuant to Paragraph 8.02 of the General Conditions, if Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjected to the Site, the following information pertains to such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors:

The authorized representatives and agents of Creekview GP, LLC, as separately delegated in writing.

2. An itemization of the specific matters to be covered by such authority and responsibility:

N/A

3. The extent of such authority and responsibilities: N/A

COMPOSITE EXHIBIT A TO PROPOSAL (OFFICIAL COST SUMMARY FORM) AND SCHEDULE FOR CREEKVIEW TRAIL AREA 3 MASS GRADING PROJECT

MASS GRADING FOR CREEKVIEW GP LLC

Contractor's Proposal and Schedule [Begins on Following Page]

JAX UTILITIES
MANAGEMENT

(904) 779-5353

5465 Verna Blvd Jacksonville, FL 32205

March 20, 2026

PROPOSAL
(Official Cost Summary Form)

FOR

CREEKVIEW TRAIL AREA 3
MASS GRADING
FOR
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED WITH ONE (1) ORIGINAL AND TWO (2) COPIES TO:

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
C/O ENGLAND-THIMS & MILLER, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

on or before March 20,2026 **@** 2:00 **P.M.**

TO: CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

FROM: Jax Utilities Management, Inc.
(Contractor)

In accordance with the Request for Proposals for **CREEKVIEW TRAIL AREA 3 MASS GRADING**, the undersigned proposes to construct all work necessary to install a complete project, including but not limited to clearing and earthwork as shown on the plans released for bid on _____ **at** ____ **pm**, prepared by England-Thims & Miller, Inc. Work shall also be in accordance with ECS Florida, LLC Geotechnical Reports dated December 13, 2024 and July 29, 2025 (Project No. 35:36035), and with Clay County, St. Johns River Water Management District (SJRWMD) and Florida Department of Transportation (FDOT) Standard Specifications and Permits.

All proposals shall be for complete work in accordance with the construction plans. (No partial bids accepted.)

It is desired that Substantial Completion will be achieved within six (6) months from the Notice to Proceed, and Final Completion achieved within eight (8) months from the Notice to Proceed. The Notice to Proceed is anticipated to be issued in _____.

PROPOSAL
(Official Cost Summary Form)
FOR
CREEKVIEW TRAIL AREA 3
MASS GRADING
FOR
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

TO: CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

From: Jax Utilities Management, Inc.

In response to your Request for Proposal, the undersigned hereby submits our Proposal for the **CREEKVIEW TRAIL AREA 3 MASS GRADING** project. This Proposal has been prepared and submitted subject to the conditions and requirements set forth in the Project Manual, including all Addenda. All of the documents included in the Project Manual and Addenda thereto, so far as they relate to this Proposal, are made a part hereof. The undersigned (Contractor) herewith proposes to perform the work stipulated for the unit and/or lump sum prices given by the Summary of Costs and schedule of values that is part hereof.

The undersigned has carefully checked the Summary of Costs and schedule of values against the Project Manual, including but not limited to the plans and specifications, general and special conditions and other contract documents and all Addenda before proposing this Proposal and accepts them as correctly listing the complete work to be done in accordance with the Project Manual, including but not limited to the plans and specifications, general and special conditions and other contract documents.

The undersigned Proposer examined the entire Project Manual, including but not limited to the Request for Proposal, plans and specifications, General and Special Conditions, and other contract documents and all addenda and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements for the work to be performed for the Project. Further, the Proposer has examined the work site and is fully informed as to conditions at this site. The Proposer understands that all work provided for in the Project Manual, including but not limited to all contract-related documents, as may be amended, shall be warranted to the benefit of Clay County provided until at least 26 months after as-built approval by the County. All other work shall be warranted in accordance with the Contract Documents. However, none of the above is intended to shorten the statutory or common law construction warranties to which the District is otherwise entitled.

The undersigned Proposer certifies that no officer or agent of CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT is directly or indirectly interested in this Proposal.

The undersigned Proposer states that this Proposal is made in conformity with the Project Manual and agrees that in case of any discrepancy or differences between any condition of his or her Proposal and those of the Project Manual, the provisions of the latter shall prevail.

The undersigned Proposer certifies that he or she has carefully examined the project site, made his/her own measurements and calculations and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and hold harmless CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT and England-Thims and Miller, Inc. against any cost, damage or expense which may be incurred or caused by error in his or her preparation of the same.

The undersigned acknowledges, by execution of this Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from that date of the Proposal opening, and if awarded a contract on the basis of this Proposal, or a portion thereof, to enter into and execute the EJCDC standard form of agreement in substantially the form included in the Project Manual. Further the Contractor warrants the pricing provided in the Proposal shall remain valid and binding for the term of the agreement and not subject to escalation, including for gasoline, labor or material price increases.

PROPOSAL
(Official Cost Summary Form)
FOR
CREEKVIEW TRAIL AREA 3
MASS GRADING
FOR
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

Proposer understands that inclusion of false, deceptive, or fraudulent statements on the Proposal constitutes fraud; and that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a Proposal for work for CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT.

Jax Utilities Management, Inc.
Name of Organization

By: _____

This 20th day of March, 2026

By: Thomas R. Johns, Vice President

Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

PROPOSAL
(Official Cost Summary Form)
FOR
CREEKVIEW TRAIL AREA 3
MASS GRADING
FOR
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

A.	MOBILIZATION AND SITE PREPARATION	$ 32,900.00
B.	CLEARING AND GRUBBING	$ 17,024.00
C.	UNSUITABLE MATERIAL REMOVAL/REPLACEMENT	$ -
D.	STORMWATER MANAGEMENT FACILITIES (SMF) CONSTRUCTION	$ 1,767,500.00
E.	EARTHWORK	$ -
F.	~~GRADING AND DRAINAGE~~ AS-BUILTS - Excavation	$ 6,000.00
G.	SEEDING AND MULCHING AND SOD	$ 212,300.00
H.	SEDIMENT AND EROSION CONTROL	$ 32,500.00
I.	STORMWATER POLLUTION PREVENTION PLAN	$ 2,000.00
J.	BONDING / WARRANTY	$ 16,000.00

TOTAL LUMP SUM COST PROPOSAL (ITEMS A-J)	$ 2,086,224.00

PROPOSAL
(Official Cost Summary Form)
FOR
CREEKVIEW TRAIL AREA 3
MASS GRADING
FOR
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

A. MOBILIZATION AND SITE PREPARATION

Includes all preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices (Contractor's), buildings, safety equipment and first aid supplies, and sanitary and other facilities. Includes the costs of any required insurance, site preparation and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials. All pre-construction and construction survey costs are included in the mobilization.

TOTAL LUMP SUM PRICE ITEM A:

$ 32,900.00 (Numerals)

Thirty-two Thousand Nine Hundred (Written)

B. ~~CLEARING AND GRUBBING~~ STRIPPING

Includes complete clearing and grubbing and burning (if allowed) and/or removal off-site of all trees, brush, roots, and all other debris in accordance with project specifications, Clay County and FDOT Standards and Specifications, whichever is more stringent. This clearing and grubbing will be done within the roadways rights-of-way, lots, permanent easements, temporary construction easements, construction staging area, public easement areas, and all other areas as necessary to complete the construction of this project. Special care shall be taken to ensure preservation of all natural vegetative buffers, upland preservation and wetland areas indicated on the plans, including tree fencing as necessary.

TOTAL LUMP SUM PRICE ITEM B:

$ 17,024.00 (Numerals)

Seventeen Thousand Twenty-four (Written)

C. UNSUITABLE MATERIAL REMOVAL AND REPLACEMENT

Includes removal of all unsuitable material encountered, naturally occurring or otherwise, that is not included in regular utility excavation, as required for roadway and utility construction. Also includes replacement of removed unsuitable material with suitable fill, compacted in 12" lifts to 98% of the Modified Proctor maximum dry density, in accordance with the Report of Geotechnical Exploration. Suitable fill material shall be from on-site excavation or imported from offsite source(s) secured by the contractor and approved by Owner and Engineer. Excess Unsuitable Material shall be disposed of off-site at a location secured by the Contractor or placed in SMF bottoms with two (2) feet of suitable material cover. No unsuitable material shall be placed in pond banks, parks or in any portion of lots.

ESTIMATED QUANTITY OF UNSUITABLE MATERIAL TO BE REMOVED (AND NOT REPLACED)____C.Y.
ESTIMATED QUANTITY OF UNSUITABLE MATERIAL TO BE REMOVED AND REPLACED _____C.Y.
(BANK MEASURE, BASIS OF BID AMOUNTS)
Unit Price $_____ per C.Y. (Disposal of Unsuitable Material Off-site)
Unit Price $_____ per C.Y. (Disposal of Unsuitable Material On-site)

TOTAL LUMP SUM PRICE ITEM C:

$ — (Numerals)

_____ (Written)

PROPOSAL
(Official Cost Summary Form)
FOR
CREEKVIEW TRAIL AREA 3
MASS GRADING
FOR
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

D. STORMWATER MANAGEMENT FACILITIES (SMF) CONSTRUCTION

Includes all dewatering and excavation for construction of Stormwater Management Facility Nos. A-01, A-02 and B-02A to the contours shown in the plans. Also includes berm construction, grading, fill, compaction, and testing complete, as required on the Mass Grading Plan and specified in the Geotechnical Report. Excess suitable material from stormwater management facility construction may be used as fill for on-site needs, provided it meets the structural fill requirements as specified in the Geotechnical Report, and any remaining excess shall remain on-site to be distributed as directed by the Owner. Unsuitable material shall be disposed of off-site or placed in pond bottoms with two (2) feet of suitable material cover.

ESTIMATED QUANTITY OF SUITABLE MATERIAL TO BE EXCAVATED: 151,600 **C.Y. (BANK MEASURE)**

TOTAL LUMP SUM PRICE ITEM D:

$ 1,767,500.00 (Numerals)

One Million Seven Hundred Sixty-seven Thousand Five Hundred (Written)

E. EARTHWORK

E.1 ROADWAY EARTHWORK

Includes all dewatering, excavation, fill, compaction, stabilization, testing and all additional work necessary to construct the roadway embankment to subgrade as shown on the profile sheets. Also includes all fine grading and dress-up work necessary to complete the roadway project.

ESTIMATED QUANTITY OF ROADWAY FILL REQUIRED: — **C.Y. (BANK MEASURE)**

SUB-TOTAL LUMP SUM PRICE ITEM E.1:

$ — (Numerals)

(Written)

PROPOSAL
(Official Cost Summary Form)
FOR
CREEKVIEW TRAIL AREA 3
MASS GRADING
FOR
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

E.2 LOT FILL, COMPACTION AND TESTING

Includes all dewatering, excavation, fill, compaction, testing and all additional work necessary to fill all lots to the elevations shown on the Lot Grading Plans. The lots shall be stripped and grubbed in accordance with the Report of Geotechnical Exploration. Lot fill areas shall be filled with clean structural fill placed in 12-inch lifts to specified grades as shown on the Mass Grading Plan. Elevations shown on the plan shall be minimum grades and areas of fill shall be within 0.2 feet of the design grades. Where the finished grade of the lot is as least 12 inches higher than the original natural grade, any fill material will be compacted with the appropriate compaction equipment to 95 percent of the soil's modified Proctor Maximum Density (AASHTO T-180). A minimum of one (1) density test shall be performed per 5,000 s.f. per lift and/or a minimum of one (1) test per lot, whichever is less. This item also includes an as-built survey (prepared by a land surveyor registered in the State of Florida) of all final lot elevations depicted on the Lot Grading Plans. For the base bid, any excess material will become property of the owner.

ESTIMATED QUANTITY OF LOT FILL REQUIRED: _____ C.Y. (BANK MEASURE)

SUB-TOTAL LUMP SUM PRICE ITEM E.2:

$ ——— (Numerals)

_____(Written)

TOTAL LUMP SUM PRICE ITEM E:

$ 1,767,500.00 (Numerals)

One million Seven Hundred Sixty-seven Thousand Five Hundred (Written)

F. GRADING AND DRAINAGE AS-BUILTS

Includes the preparation and submittal of all as-builts in accordance with Clay County and St. Johns River Water Management District requirements and the specifications contained in the Project Manual.

TOTAL LUMP SUM PRICE ITEM F:

$ 6,000.00 (Numerals)

Six Thousand (Written)

PROPOSAL
(Official Cost Summary Form)
FOR
CREEKVIEW TRAIL AREA 3
MASS GRADING
FOR
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

G. SEEDING AND MULCHING AND SOD

This item includes the complete grassing and mulching of all disturbed areas (including but not limited to roadway & lots), except the banks of the stormwater management facilities. All stormwater management facility banks, from NWL to Top of Bank, over berm, and 10' beyond shall be sodded. Also includes the sodding of any slopes 4:1 or steeper. Contractor will be responsible for ensuring all seeded areas have a stable growth at time of final acceptance. Any areas found to be deficient by the Owner and/or Engineer shall be re-seeded at Contractors expense.

TOTAL LUMP SUM PRICE ITEM G:

$ 212,300.00 (Numerals)

Two Hundred Twelve Thousand Three Hundred (Written)

H. SEDIMENT AND EROSION CONTROL

Includes all measures that are required to comply with the State of Florida water quality standards. This includes, but is not limited to silt screens, hay bales, sodding, settling ponds and other such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item will be paid for on a percentage of total construction complete basis.

TOTAL LUMP SUM PRICE ITEM H:

$ 32,500.00 (Numerals)

Thirty-two Thousand Five Hundred (Written)

I. STORM WATER POLLUTION PREVENTION PLAN

The Contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans establish the minimum requirements. The Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. This item does not include erosion control items shown on the erosion and turbidity control plans or erosion and turbidity controls required by Clay County or the St. Johns River Water Management District. Note: Contractor shall also obtain and have analyzed dewatering discharge samples after the commencement of construction in accordance with the FDEP Generic Permit for the Discharge of Produced Groundwater.

TOTAL LUMP SUM PRICE ITEM I:

$ 2,000.00 (Numerals)

Two Thousand (Written)

PROPOSAL
(Official Cost Summary Form)
FOR
CREEKVIEW TRAIL AREA 3
MASS GRADING
FOR
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

J. BONDING / WARRANTY

J.1. PAYMENT AND PERFORMANCE BOND

Includes the cost of providing payment and performance bond in accordance with project specifications.

SUB-TOTAL LUMP SUM PRICE ITEM J.1.:

$ 13,000.00 (Numerals)

Thirteen Thousand (Written)

J.2. CONTRACTOR'S WARRANTY

Includes the cost of providing a Contractor's warranty in accordance with Clay County and CCUA standard requirements and the project specifications.

SUB-TOTAL LUMP SUM PRICE ITEM J.2:

$ 3,000.00 (Numerals)

Three Thousand (Written)

TOTAL LUMP SUM PRICE ITEM J:

$ 16,000.00 (Numerals)

Sixteen Thousand (Written)

CREEKVIEW AREA 3
SITE EXCAVATION REVISED 3-20-26
FILL FROM ON SITE SOURCE

Contractor: JAX UTILITIES MGMT
Submitted By: R. Johns
Phone #: 779-5353

HAUL OFF OF UNSUITABLE 3/20/2026

Description	Unit	Qty.	Unit Price	Total Price
			JAX UTILITIES MGMT	
Mobilization & Site Prep				
Mobilization	LS	1.0	$18,500.00	$18,500.00
Survey	LS	1.0	$5,000.00	$5,000.00
Testing	LS	1.0	$9,400.00	$9,400.00
			Subtotal	**$32,900.00**
Stripping				
Stripping	AC	30.4	$560.00	$17,024.00
			Subtotal	**$17,024.00**
Unsuitable Material Remove & Haul Off				
Unsuitable	CY	0.0	$12.50	$0.00
			Subtotal	**$0.00**
Earthwork				
Site & Pond Excavation	CY	59,100.0	$2.00	$118,200.00
Pond Cut Off Wall	LS	1.0	$18,500.00	$18,500.00
Remove Unsuitable	CY	10,900.0	$2.00	$21,800.00
Over-Excavate 4-C Pond	CY	40,500.0	$1.50	$60,750.00
Haul	CY	10,900.0	$4.50	$49,050.00
Import Fill	CY	52,000.0	$19.00	$988,000.00
Spread & Compact	CY	151,600.0	$3.00	$454,800.00
Dewatering	LS	1.0	$38,400.00	$38,400.00
Site Grading	LS	1.0	$18,000.00	$18,000.00
			Subtotal	**$1,767,500.00**
Earthwork As Builts				
Pond & Lot As Builts	LS	1.0	$6,000.00	$6,000.00
			Subtotal	**$6,000.00**
Seeding Mulching & Sod				
Grassing	SY	99,000.0	$0.75	$74,250.00
Sod - Pond and Lot slopes	SY	25,100.0	$5.50	$138,050.00
			Subtotal	**$212,300.00**
Sediment & Erosion control				
Erosion Control NPDES	LS	1.0	$7,000.00	$7,000.00
Silt Fence	LF	3,500.0	$5.00	$17,500.00
Construction Entrance	LS	1.0	$8,000.00	$8,000.00
			Subtotal	**$32,500.00**
SWPP				
SWPP	LS	1.0	$2,000.00	$2,000.00
			Subtotal	**$2,000.00**
BOND				
BONDS	LS	1.0	$16,000.00	$16,000.00
			Subtotal	$16,000.00
			Grand Total	**$2,086,224.00**

Creekview Area 3 - Earthwork

Fri 3/27/26

ID	Task Name	Duration	Start	Finish	% Work Complete	Predecessors	Successors
0	Creekview Area 3	248 days	Mon 9/1/25	Wed 8/12/26	0%		
1	Mobilization	7 days	Mon 9/1/25	Sun 9/7/25	0%		2
2	Clearing	30 days	Mon 9/8/25	Fri 10/17/25	0%	1	3
3	Strip Topsoil	10 days	Fri 5/1/26	Thu 5/14/26	0%	2	4
4	Pond Excavation	31 days	Fri 5/15/26	Fri 6/26/26	0%	3	5SS+15 days
5	Road & Lot Fill	20 days	Fri 6/5/26	Thu 7/2/26	0%	4SS+15 days	6SS+12 days
6	Grading	15 days	Tue 6/23/26	Mon 7/13/26	0%	5SS+12 days	7,8
7	Site Grassing & Sod	14 days	Tue 7/14/26	Fri 7/31/26	0%	6	
8	Site As Builts	30 days	Tue 7/14/26	Wed 8/12/26	0%	6	

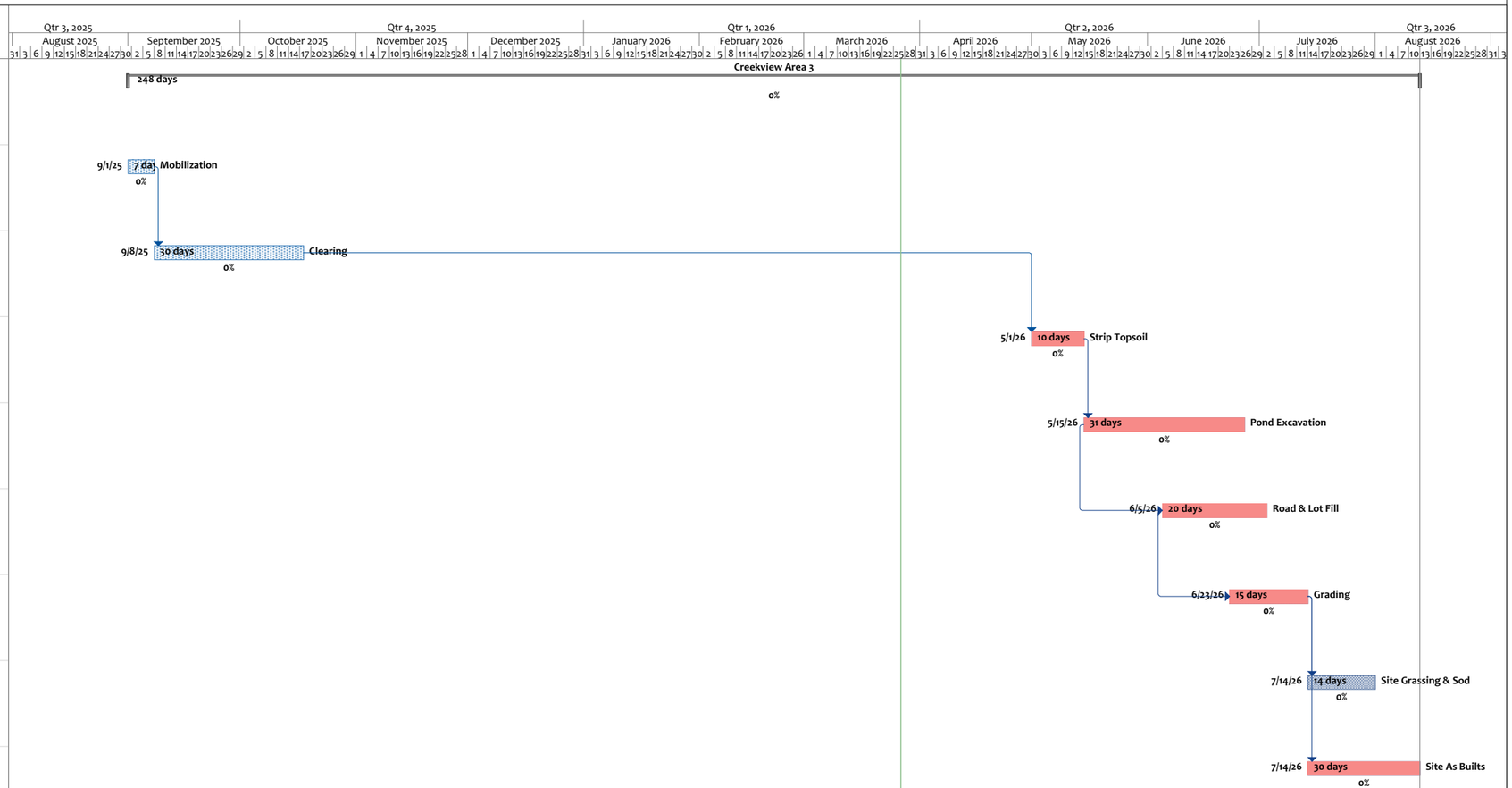

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EXHIBIT B TO

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

CREEKVIEW TRAIL AREA 3 MASS GRADING PROJECT

Assignment Package to Creekview Community Development District

[Begins on Following Page]

DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Chris Rusnak as authorized representative of Creekview GP, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

(i) I, Chris Rusnak, as authorized representative for Developer am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Creekview Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).

(ii) The agreement ("**Contractor Agreement**") for the Creekview Trail Area 3 Mass Grading Project between Developer and Jax Utilities Management, Inc. ("**Contractor**"), dated _____, 2026, including all change orders approved to date, and attached hereto as **Exhibit A**, either

a. **X** was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or
b. ____ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.

(iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.

(iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes*, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.

(v) The Contractor has:

a. _X_ furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or
b. ____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or
c. ____ Developer will furnish a demand note agreement in satisfactory form to the District.

(vi) Developer

a. __X__ represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or

b. ____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.

(vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ___ day of _____, 2026.

Creekview GP, LLC

_____ By: _____

_____ Name: Chris Rusnak

[Print Name]

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____, 2026, by Chris Rusnak, authorized representative of Creekview GP, LLC, who [ ] is personally known to me or [ ] produced _____ as identification.

(NOTARY SEAL)

_____

Notary Public Signature

CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF ASSIGNMENT AND RELEASE
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Jax Utilities Management, Inc. ("**Contractor**"), hereby agrees as follows:

(i) The portion of the agreement between Creekview GP, LLC and Contractor dated _____, 2026 ("**Contractor Agreement**") related to the District's Capital Improvement Plan, as set forth in **Exhibit A**, has been assigned to the Creekview Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity. No private lot development or commercial lot development shall be included in the assignment, only those portions of the District's public improvements is hereby assigned.

(ii) Contractor represents and warrants that either:

a. _X_ Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or

b. ____ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.

(iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.

(iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ___ day of _____, 2026.

Jax Utilities Management, Inc.

_____
By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____, 2026, by _____, as _____ of Jax Utilities Management, Inc., who [ ] is personally known to me or [ ] produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

EXHIBIT A

ADDENDUM ("ADDENDUM") TO CONTRACTOR AGREEMENT ("CONTRACT")
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

1. ASSIGNMENT. This Addendum applies to that certain contract between the Creekview Community Development District ("**District**") and Jax Utilities Management, Inc. ("**Contractor**"), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, Contractor shall execute, deliver to the District, and record in the public records of Clay County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), *Florida Statutes*. Therefore, as against the District or the District's property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond. A form of the payment and performance bond is attached at **Exhibit F**.

3. INSURANCE. In addition to the existing additional insureds under the Contract, the District, its officers, governing board, agents, staff, and representatives shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. To the extent the Contract is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, *Florida Statutes*, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment. Further, the District shall hold retainage up to 5% of each pay application, consistent with Chapters 218 and 255, *Florida Statutes*.

5. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract

or Three Million Dollars ($3,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable and were included as part of the bid and/or assignment documents. Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

6. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.

b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.

c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials and verify the exact manner, method, and requirements for acquiring any such Direct Purchase Materials.

d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.

h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all materials and products.

i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

7. PUBLIC RECORDS. Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

a. Keep and maintain public records required by the District to perform the service.
b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes,* or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Contractor does not transfer the records to the District.
d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O DAPHNE GILLYARD, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, PHONE (561) 571-0010, AND GILLYARDD@WHHASSOCIATES.COM.

8. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. NOTICES. Notices provided to the District pursuant to the Contract shall be provided as follows:

District:	Creekview Community Development District c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
With a copy to:	Kilinski | Van Wyk PLLC 517 E. College Ave Tallahassee, Florida 32301 Attn: District Counsel

10. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), *Florida Statutes*, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If Contractor is found to have submitted a false certification as provided in section 287.135(5), *Florida Statutes*, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

11. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

12. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

13. DISCRIMINATION STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

14. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, *FLORIDA STATUTES*, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

15. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of this Addendum, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, attached hereto as **Exhibit E** and incorporated herein, in compliance with Section 787.06(13), *Florida Statutes*.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

JAX UTILITIES MANAGEMENT, INC.

_____
Witness

_____
By:_____
Its:_____

_____
Print Name of Witness

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

_____
Witness

_____
By: Brad Odom
Its: Chairperson, Board of Supervisors

_____
Print Name of Witness

Exhibit A: Scrutinized Companies Statement
Exhibit B: Public Entity Crimes Statement
Exhibit C: Trench Safety Act Statement
Exhibit D: Discrimination Statement
Exhibit E: Anti-Human Trafficking Affidavit
Exhibit F: Form of Payment and Performance Bonds

EXHIBIT A

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), *FLORIDA STATUTES*, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE Iran Petroleum Energy Sector List

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Creekview Community Development District by_____

_____(print individual's name and title) for Jax Utilities Management, Inc. (print

name of entity submitting sworn statement) whose business address is _____

_____.

2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of $1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria.

3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with Creekview GP, LLC, to the Creekview Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

4. The entity will immediately notify the Creekview Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

_____

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____2026, by_____, as _____ of _____, a _____.

_____

Signature of Notary Public taking acknowledgement

(SEAL)

EXHIBIT B
SWORN STATEMENT UNDER SECTION 287.133(3)(a), *FLORIDA STATUTES*, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Creekview Community Development District.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for Jax Utilities Management, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.

3. Contractor's business address is _____

_____

4. Contractor's Federal Employer Identification Number (FEIN) is _____

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or,

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Paragraph 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2026.

Subcontractor:_____

By:_____

Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this ____ day of _____, 2026, by _____ of Jax Utilities Management, Inc., who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida

EXHIBIT C
TRENCH SAFETY ACT COMPLIANCE STATEMENT
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS
Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that The Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:

_____Dollars $_____
(Written) (Figures)

3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2026.

Contractor: _____

By:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this ____ day of _____, 2026, by _____ of Jax Utilities Management, Inc., who is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of Florida

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, the Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost[1]	Item Total Cost
		Project Total	

Dated this _____ day of _____, 2026.

Contractor: _____

By:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this ____ day of _____, 2026, by _____ of _____, who is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of Florida

[1] Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT D
SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), *FLORIDA STATUTES*, ON DISCRIMINATION
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Creekview Community Development District.

2. I, _____(print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ _____(print individual's title) for Jax Utilities Management, Inc. ("Contractor") and am authorized to make this Sworn Statement on behalf of Contractor.

3. Contractor's business address is _____.

4. Contractor's Federal Employer Identification Number (FEIN) is _____.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.

6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.

7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:

   a. A predecessor or successor of an entity that discriminated; or

   b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

___ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

_____
Signature by authorized representative

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this ____ day of _____, 2026, by _____ of _____, who is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of Florida

EXHIBIT E
ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of Jax Utilities Management, Inc., a corporation authorized to conduct business in Florida (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.

2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.

3. More particularly, the Contractor does not participate in any of the following actions:

(a) Using or threatening to use physical force against any person;

(b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;

(c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;

(d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

(e) Causing or threatening to cause financial harm to any person;

(f) Enticing or luring any person by fraud or deceit; or

(g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: _____, 2026

[Remainder of page intentionally left blank]

FURTHER AFFIANT SAYETH NAUGHT.

_____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this ____ day of _____, 2026, by _____ of _____, who is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of Florida

EXHIBIT F

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

SURETY (Name and Address of Principal Place of Business and Phone Number):

OWNER: Creekview Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone: (561) 571-0010

CONTRACT
Date:
Amount: $
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

SURETY (Name and Address of Principal Place of Business and Phone Number):

OWNER: Creekview Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone: (561) 571-0010

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to promptly pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they

agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2026-01

A RESOLUTION OF THE CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Creekview Community Development District("District") is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Clay County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District's Board shall be held during Fiscal Year 2025/2026 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file a schedule of the District's regular meetings annually with Clay County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of April, 2026.

ATTEST:

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION *TBD*		
DATE	**POTENTIAL DISCUSSION/FOCUS**	**TIME**
May ___, 2026	**Regular Meeting**	**___:___ AM/PM**
June ___, 2026	**Regular Meeting**	**___:___ AM/PM**
July ___, 2026	**Regular Meeting**	**___:___ AM/PM**
August ___, 2026	**Regular Meeting**	**___:___ AM/PM**
September ___, 2026	**Regular Meeting**	**___:___ AM/PM**

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2026

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2026

	General Fund	Debt Service Fund Series 2022	Debt Service Fund Series 2024	Capital Projects Fund Series 2022	Capital Projects Fund Series 2024	Total Governmental Funds
ASSETS						
Cash	$278,573	$ -	$ -	$ -	$ -	$ 278,573
Investments						
Revenue	-	1,305,490	-	-	-	1,305,490
Reserve	-	967,725	1,769,734	-	-	2,737,459
Prepayment	-	631,855	20,408	-	-	652,263
Construction	-	-	-	62,717	14,462	77,179
Interest	-	-	58,378	-	-	58,378
Optional redemption	-	-	149	-	-	149
Undeposited funds	-	22,913	-	-	-	22,913
Due from Landowner	-	-	-	120,474	5,525,912	5,646,386
Due from Creekview GP LLC	281,253	-	1,332,889	-	-	1,614,142
Due from general fund	-	11,794	-	-	-	11,794
Due from debt service fund	18,375	-	-	-	-	18,375
Utility deposit	990	-	-	-	-	990
Total assets	$579,191	$2,939,777	$3,181,558	$ 183,191	$ 5,540,374	$12,424,091
LIABILITIES AND FUND BALANCES						
Liabilities:						
Due to Creekview GP	$ -	$ 36,108	$ -	$ -	$ -	$ 36,108
Due to general fund	-	18,375	-	-	-	18,375
Due to 2022 debt service fund	11,794	-	-	-	-	11,794
Due to Developer	18,375	-	-	1,201	-	19,576
Retainage payable	-	-	-	38,949	1,567,837	1,606,786
Contracts payable	-	-	-	170,809	5,540,321	5,711,130
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	36,169	54,483	-	210,959	7,108,158	7,409,769
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	281,253	-	1,332,889	120,474	5,525,912	7,260,528
Total deferred inflows of resources	281,253	-	1,332,889	120,474	5,525,912	7,260,528

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2026

Fund balances:						
Restricted for:						
Debt service	-	2,885,294	1,848,669	-	-	4,733,963
Capital projects	-	-	-	(148,242)	(7,093,696)	(7,241,938)
Unassigned	261,769	-	-	-	-	261,769
Total fund balances	261,769	2,885,294	1,848,669	(148,242)	(7,093,696)	(2,246,206)
Total liabilities, deferred inflows of resources and fund balances	$579,191	$2,939,777	$3,181,558	$ 183,191	$ 5,540,374	$12,424,091

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2026

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	$ 5,034	$ 357,384	$ 428,871	83%
Assessment levy: off-roll	-	-	350,504	0%
Landowner contribution	-	68,821	9,169	751%
Total revenues	5,034	426,205	788,544	54%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,507	8,000	19%
Management/accounting/recording	3,750	18,750	45,000	42%
Debt service fund accounting/assessment roll prep	625	3,125	7,500	42%
O&M accounting	417	2,083	5,000	42%
Legal	1,391	6,881	25,000	28%
Engineering	892	7,289	5,000	146%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	167	833	2,000	42%
EMMA software services	-	5,000	1,500	333%
Trustee 2022	-	-	7,600	0%
Trustee 2024	-	4,246	-	N/A
Telephone	17	83	200	42%
Postage	12	72	500	14%
Printing & binding	42	208	500	42%
Legal advertising	-	97	1,500	6%
Annual special district fee	-	175	175	100%
Insurance	-	5,910	6,584	90%
Contingencies/bank charges	286	758	4,500	17%
Website hosting & maintenance	-	850	705	121%
Website ADA compliance	-	-	210	0%
Meeting room rental	-	-	900	0%
Total professional & administrative	7,599	57,867	128,374	45%
Field operations				
Landscape maintenance	13,893	47,472	330,000	14%
Landscape contingency	-	2,486	45,000	6%
Lake/stormwater maintenance	998	4,990	30,000	17%
Irrigation repairs	-	1,286	25,000	5%
Costshare with HOA	-	-	45,000	0%
Annuals & pine straw	-	-	33,000	0%
Repairs & maintenance	-	-	7,000	0%
Special events	-	4,403	10,000	44%
Utilities				
Electric	146	1,867	17,300	11%
Reuse	4,311	19,981	78,000	26%
Holiday lights	-	2,807	12,000	23%
Contingencies	-	17,143	10,000	171%
Total field operations	19,348	102,435	642,300	16%
Other fees & charges				
Tax collector	101	7,148	17,870	40%
Total other fees & charges	101	7,148	17,870	40%
Total expenditures	27,048	167,450	788,544	21%
Excess/(deficiency) of revenues over/(under) expenditures	(22,014)	258,755	-	
Fund balances - beginning	283,783	3,014	-	
Fund balances - ending	$ 261,769	$ 261,769	$ -	

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED FEBRUARY 28, 2026

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	$ 12,035	$ 854,499	$ 1,048,285	82%
Assessment prepayments	22,913	632,182	-	N/A
Interest	7,942	42,403	-	N/A
Total revenues	42,890	1,529,084	1,048,285	146%
EXPENDITURES				
Debt service				
Principal	-	-	320,000	0%
Prepayment	905,000	1,680,000	-	N/A
Interest	10,459	397,250	808,481	49%
Total debt service	915,459	2,077,250	1,128,481	184%
Other fees & charges				
Tax collector	241	17,090	43,679	39%
Total other fees and charges	241	17,090	43,679	39%
Total expenditures	915,700	2,094,340	1,172,160	179%
Net change in fund balances	(872,810)	(565,256)	(123,875)	
Fund balances - beginning	3,758,104	3,450,550	1,948,216	
Fund balances - ending	$ 2,885,294	$ 2,885,294	$ 1,824,341	

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED FEBRUARY 28, 2026

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	$ -	$ -	$ 1,777,172	0%
Interest	5,795	35,787	-	N/A
Total revenues	5,795	35,787	1,777,172	2%
EXPENDITURES				
Principal	-	-	370,000	0%
Principal prepayment	40,000	90,000	-	N/A
Interest	527	707,816	1,414,576	50%
Total expenditures	40,527	797,816	1,784,576	45%
Net change in fund balances	(34,732)	(762,029)	(7,404)	
Fund balance - beginning	1,883,401	2,610,698	2,549,681	
Fund balance - ending	$ 1,848,669	$ 1,848,669	$ 2,542,277	

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED FEBRUARY 28, 2026

	Current Month	Year To Date
REVENUES		
Developer contribution	$ 50,241	$ 64,050
Interest	5	102
Total revenues	50,246	64,152
EXPENDITURES	27,660	173,445
Total expenditures	27,660	173,445
Net change in fund balances	22,586	(109,293)
Fund balances - beginning	(170,828)	(38,949)
Fund balances - ending	$ (148,242)	$ (148,242)

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED FEBRUARY 28, 2026

	Current Month	Year to Date
REVENUES		
Interest	$ 54	$ 276
Developer contribution	1,190,909	1,439,828
Total revenues	1,190,963	1,440,104
EXPENDITURES		
Capital outlay	2,526,268	5,532,326
Total expenditures	2,526,268	5,532,326
Net change in fund balances	(1,335,305)	(4,092,222)
Beginning fund balance	(5,758,391)	(3,001,474)
Ending fund balance	$ (7,093,696)	$ (7,093,696)

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

MINUTES OF MEETING
CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Creekview Community Development District held a Regular Meeting on December 11, 2025 at 2:00 p.m., at the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073.

Present:

Rose Bock	Assistant Secretary
Joe Cornelison	Assistant Secretary
Brad Odom	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Felix Rodriguez	Wrathell, Hunt and Associates, LLC
Chris Loy	District Counsel
Jennifer Kilinski (via telephone)	District Counsel
Scott Wild (via telephone)	District Engineer
JJ Edwards	Taylor & White, Inc.
Megan Maldanado (via telephone)	GreenPointe Developers
Nick McKenna	GreenPointe Developers
Greg Kern (via telephone)	GreenPointe Developers
Kim Mercado	FirstService Residential Florida
Brad Pool	Yellowstone Landscape
Corrina Rowe	Public

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. Rodriguez called the meeting to order at 2:17 p.m. Supervisors Odom, Cornelison and Bock were present. Supervisors Taylor and Kern was not present.

SECOND ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

THIRD ORDER OF BUSINESS **Consent Agenda**

Mr. Rodriguez presented the following:

A. Ratification/Consideration of Requisitions: Series 2022 (support documentation available upon request)

I.	**Number 437**	**SES Environmental Resource**	**[$8,301.00]**
II.	**Number 439**	**England Thims & Miller, Inc.**	**[$22,971.78]**
III.	**Number 440**	**Clay County Utility Authority**	**[$10,027.50]**
IV.	**Number 441**	**England-Thims & Miller, Inc.**	**[$28,993.43]**
V.	**Number 442**	**SES Environmental Resource**	**[$15,579.00]**

B. Ratification/Consideration of Requisitions: Series 2024 (support documentation available upon request)

I.	**Number 120**	**Creative Mailbox Design**	**[$8,649.38]**
II.	**Number 121**	**ECS Florida, LLC**	**[$3,500.00]**
III.	**Number 122**	**Longleaf Equity, LLC**	**[$385,000.00]**
IV.	**Number 123**	**Ferguson Enterprises, LLC**	**[$8,899.89]**
V.	**Number 124**	**Jax Utilities Management, Inc.**	**[$638,363.43]**
VI.	**Number 125**	**Jax Utilities Management, Inc.**	**[$227,887.42]**
VII.	**Number 126**	**Jax Utilities Management, Inc.**	**[$786,159.29]**
VIII.	**Number 127**	**Ferguson Enterprises, LLC**	**[$44,753.00]**
IX.	**Number 128**	**Kilinski | Van Wyk PLLC**	**[$2,143.50]**
X.	**Number 129**	**England-Thims & Miller, Inc.**	**[$30,445.08]**
XI.	**Number 130**	**Clary & Associates, Inc.**	**[$2,175.00]**
XII.	**Number 131**	**Clary & Associates, Inc.**	**[$750.00]**
XIII.	**Number 132**	**Clary & Associates, Inc.**	**[$2,850.00]**
XIV.	**Number 133**	**Clary & Associates, Inc.**	**[$650.00]**
XV.	**Number 134**	**Clary & Associates, Inc.**	**[$1,250.00]**
XVI.	**Number 135**	**Ferguson Enterprises, LLC**	**[$806.00]**
XVII.	**Number 136**	**Creative Mailbox Designs**	**[$6,452.36]**
XVIII.	**Number 137**	**Ferguson Enterprises, LLC**	**[$149,212.00]**

XIX.	**Number 138**	**Ferguson Enterprises, LLC**	**[$7,452.00]**
XX.	**Number 139**	**Jax Utilities Management, Inc.**	**[$888,845.17]**
XXI.	**Number 140**	**Jax Utilities Management, Inc.**	**[$468,350.00]**
XXII.	**Number 141**	**Jax Utilities Management, Inc.**	**[$1,131.897.22]**
XXIII.	**Number 142**	**England-Thims & Miller, Inc.**	**[$17,293.75]**

C. Ratification Items

I. Clary & Associates, Inc. Proposal for Surveying and Mapping Creekview Trail Areas 1 and 2 Lift Station Site

II. England, Thims & Miller, Inc. Work Authorizations

a. No. 30, APF Road Phases 3-5 CEI Services

b. No. 31, Area 3 Construction Documents

III. Jax Utilities Management, Inc. Change Order No. 11, Creekview Area 4

IV. Last Man Out Enterprises, LLC d/b/a Humbug Holiday Lighting of Jacksonville-St. Augustine-St. Johns Agreement for Holiday Lighting and Installation Services

V. Creative Builder Services, Inc. d/b/a Creative Mailbox Designs Addendum to Agreement to Furnish and Install Street Signs

On MOTION by Mr. Cornelison and seconded by Mr. Odom, with all in favor, the Consent Agenda Items, as listed, were ratified and/or approved, as specified.

FOURTH ORDER OF BUSINESS **Consideration of Resolution 2026-01, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date**

This item was tabled.

FIFTH ORDER OF BUSINESS **Consideration of Resolution 2026-02, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication; Establishing**

Forms for the Landowner Election; and Providing for Severability and an Effective Date [Seats 1, 3 & 5]

Mr. Rodriguez presented Resolution 2026-01. Seats 1, 3, and 5, currently held by Ms. Bock, Mr. Cornelison and Mr. Odom, will be up for election at the November 2026 Landowners' Election.

On MOTION by Mr. Cornelison and seconded by Mr. Odom, with all in favor, Resolution 2026-02, Designating a November 12, 2026 at 2:00 p.m. at the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073 as the Date, Time and Location for Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS **Consideration of Second Amendment to Agreement for Facility Management, Operation and Oversight Services**

Mr. Loy stated that this limits spending authority to $2,000 per transaction, with a $5,000 monthly limit and charges require written pre-approval from District Management. A Credit Card and Use Agreement outlining the restrictions and parameters by which each authorized user must abide is attached to the Resolution.

On MOTION by Mr. Cornelison and seconded by Mr. Odom, with all in favor, the Second Amendment to Agreement for Facility Management, Operation and Oversight Services, was approved.

SEVENTH ORDER OF BUSINESS **Presentation of First Amendment to Second Supplemental Engineer's Report to the Capital Improvement Plan (Phase 2 Project)**

Mr. Wild presented the First Amendment to Second Supplemental Engineer's Report to the Capital Improvement Plan for the Phase 2 Project dated December 11, 2025 and noted the following:

- This Amended Report is related to Areas 4A and 4B to account for additional lots that were added. The new numbers are included in the Tables in Section 3.

- The addition was 14 additional lots.
- The Legal Description did not change.

EIGHTH ORDER OF BUSINESS **Presentation of Amended and Restated Second Supplemental Special Assessment Methodology Report**

Mr. Torres presented the Amended and Restated Second Supplemental Special Assessment Methodology Report dated December 11, 2025 and noted the following:

- This Amended and Restated Methodology Report corresponds to the Amended Engineer's Report.
- This is related to Areas 4A and 4B to account for additional lots that were added to the CDD.
- This Methodology Report takes into account the additional 14 lots and recomputes the debt service assessments.

NINTH ORDER OF BUSINESS **Consideration of Resolution 2026-03, Adopting and Confirming an Amended Second Supplemental Engineer's Report and an Amended and Restated Second Supplemental Special Assessment Methodology Report; and Providing for Conflicts, Severability and an Effective Date**

Mr. Rodriguez presented Resolution 2026-03.

On MOTION by Mr. Cornelison and seconded by Mr. Odom, with all in favor, Resolution 2026-03, Adopting and Confirming an Amended Second Supplemental Engineer's Report and an Amended and Restated Second Supplemental Special Assessment Methodology Report; and Providing for Conflicts, Severability and an Effective Date, was adopted.

TENTH ORDER OF BUSINESS **Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form**

A. October 1, 2024 - September 30, 2025 [Posted]

B. October 1, 2025 - September 30, 2026

On MOTION by Mr. Cornelison and seconded by Mr. Odom, with all in favor, the 2025 Goals and Objectives Reporting, was ratified, and the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.

ELEVENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of October 31, 2025**

On MOTION by Mr. Cornelison and seconded by Mr. Odom, with all in favor, the Unaudited Financial Statements as of October 31, 2025, were accepted.

TWELFTH ORDER OF BUSINESS **Approval of September 30, 2025 Public Hearing and Regular Meeting Minutes**

On MOTION by Mr. Cornelison and seconded by Ms. Bock, with all in favor, the September 30, 2025 Public Hearing and Regular Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: Kilinski|Van Wyk, PLLC

Mr. Loy reminded the Board Members to complete the required four hours of ethics training by December 31, 2025. He will email a Memorandum with links to free course options.

B. District Engineer: England-Thims & Miller, Inc.

There was no report.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: January 8, 2026 at 2:00 PM**
  - **QUORUM CHECK**

FOURTEENTH ORDER OF BUSINESS **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

FIFTEENTH ORDER OF BUSINESS Public Comments

Edenbrook resident Corrina Rowe read the following:

"Edenbrook is Highland Trails HOA under the jurisdiction of Creekview Community Development District. We are a gated community. We have a gate at the entrance at Verbena Parkway. The gate is closed and access is monitored 6:00 p.m. to 6:00 a.m., right now. And our HOA assessment is including costs of security and monitoring a gate. Creekview CDD recently extended Verbena Parkway to an adjacent CDD property and that property has now connected from the Parkway to Berry Hill, which is a road within Edenbrook. There is no gate at this new entrance. It allows cars to bypass our main gate and sneak through and come into Edenbrook. We have observed cars entering Edenbrook using this other route and then helping themselves to our facilities. Our issues are we are paying for this main gate but it is non-existent security and it is a …. and there is no security. Our amenities are open to non-resident use, potential vandalism and liability. It is mostly the pickleball court that is attracting people. We request that you immediately close off Berry Hill Road access to Edenbrook. It can be done by concrete barrier, bollards, an orange barricade wall, or something to close that off so that we have security after hours."

A Board Member stated that the Board will look into it regarding what can be done; however, it takes several entities to be involved, including Lennar, the Developer, possibly the County, etc. to find a solution.

Ms. Rowe stated that the HOA Board directed her to the CDD Board.

Ms. Rowe stated that she observed what she believes are irrigation failures and a lack of routine maintenance of the landscaped areas along Verbena Parkway, with irrigation sometimes running for days, broken valves, etc. She asked for the irrigation vendor to be supervised.

SIXTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Cornelison and seconded by Mr. Odom, with all in favor, the meeting adjourned at 2:32 p.m.

247
248
249
250 _____ _____
251 Secretary/Assistant Secretary Chair/Vice Chair

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2025 *rescheduled to October 28, 2025*	~~**Regular Meeting**~~	~~**2:00 PM**~~
October 28, 2025 CANCELED	~~**Regular Meeting**~~	~~**2:00 PM**~~
November 13, 2025 CANCELED	~~**Regular Meeting**~~	~~**2:00 PM**~~
December 11, 2025	**Regular Meeting**	**2:00 PM**
January 8, 2026 CANCELED	~~**Regular Meeting**~~	~~**2:00 PM**~~
February 12, 2026 CANCELED	~~**Regular Meeting**~~	~~**2:00 PM**~~
March 12, 2026 CANCELED	~~**Regular Meeting**~~	~~**2:00 PM**~~
April 9, 2026	**Regular Meeting**	**2:00 PM**
May 14, 2026	**Regular Meeting**	**2:00 PM**
June 11, 2026	**Regular Meeting** *Presentation of FY2027 Proposed Budget*	**2:00 PM**
July 9, 2026	**Regular Meeting**	**2:00 PM**
August 13, 2026	**Regular Meeting**	**2:00 PM**
September 10, 2026	**Regular Meeting**	**2:00 PM**

Creekview Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), *Florida Statues*, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____ Date: 12-11-2025

Print Name: JOE CORRIGAN

Creekview Community Development District

District Manager: _____ Date: 12-11-2025

Print Name: FELIX RODRIGUEZ

Creekview Community Development District