

*Scenic Terrace South  
Community Development District*

*Meeting Agenda*

*December 20, 2023*

# AGENDA

# *Scenic Terrace South*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

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

December 14, 2023

**Board of Supervisors  
Scenic Terrace South  
Community Development District**

Dear Board Members:

A regular Board of Supervisors meeting of the **Scenic Terrace South Community Development District** will be held on **Wednesday, December 20, 2023 at 1:45 PM** at **346 E. Central Ave., Winter Haven, FL 33880.**

**Zoom Video Link:** <https://us06web.zoom.us/j/85985292210>

**Zoom Call-In Number:** 1-646-876-9923

**Meeting ID:** 859 8529 2210

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
  - A. Administration of Oaths of Office to Newly Elected Board Members (Seat #1, Seat #2, and Seat #5)
  - B. Consideration of Resolution 2024-02 Canvassing and Certifying the Results of the Landowners' Election
  - C. Election of Officers
  - D. Consideration of Resolution 2024-03 Electing Officers
4. Approval of Minutes of the October 18, 2023 Board of Supervisors Meeting and November 7, 2023 Landowners' Election
5. Presentation and Approval of Quote for Amenity Playground Equipment from ProPlaygrounds
6. Presentation and Approval of Quote for Amenity Pool Furniture from Patio 2000, Inc.
7. Consideration of Equipment Lease/Purchase Agreement for Playground Equipment & Pool Furniture
8. Consideration of Resolution 2024-04 Ratifying Series 2023 Bonds
9. Consideration of Disclosure of Public Financing
10. Presentation of Arbitrage Rebate Report from AMTEC or Series 2022 Bonds
11. Consideration of 2024 Data Sharing and Usage Agreement with Polk County Property Appraiser

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<sup>1</sup> Comments will be limited to three (3) minutes

12. Ratification of EMMA Filing Assistance Software as a Service License Agreement

13. Staff Reports

A. Attorney

B. Engineer

C. Field Manager's Report

D. District Manager's Report

i. Approval of Check Register

ii. Balance Sheet & Income Statement

iii. Ratification of Change Order #12 (Revised) from Jr. Davis Construction

14. Other Business

15. Supervisors Requests and Audience Comments

16. Adjournment

# SECTION III

# SECTION B

**RESOLUTION 2024-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNER’S ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Scenic Terrace South 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 Polk County, Florida; and

**WHEREAS**, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners meeting, the Minutes of which are attached hereto as **Exhibit A**, was held on November 7, 2023, at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desires to canvas the votes and declare and certify the results of said election.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

<u>Daniel Arnette</u>	Seat 1	Votes	112
<u>Patricia Hudson</u>	Seat 2	Votes	111
<u>Rennie Heath</u>	Seat 5	Votes	112

**SECTION 2.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following terms of office:

Daniel Arnette	4 Year Term
Rennie Heath	4 Year Term
Patricia Hudson	2 Year Term

**SECTION 3.** This resolution shall become effective immediately upon its adoption.

*[Signature page for Resolution 2024-02]*

**PASSED AND ADOPTED** this 20th day of December 2023.

ATTEST:

**SCENIC TERRACE SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

Exhibit A: Minutes of Landowner Meeting and Election



# SECTION D

**RESOLUTION 2024-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Scenic Terrace South Community Development District (hereinafter the "District"), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") desires to elect the Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	<u>Jill Burns</u>
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	<u>George Flint</u>
Assistant Secretary	_____

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 20th day of December 2023.

ATTEST:

**SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

# MINUTES

**MINUTES OF MEETING  
SCENIC TERRACE SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Scenic Terrace South Community Development District was held Wednesday, **October 18, 2023** at 1:47 p.m. at 346 E. Central Avenue, Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk	Vice Chairman
Patricia Hudson	Assistant Secretary
Chuck Cavaretta	Assistant Secretary
Daniel Arnette	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Meredith Hammock	District Counsel, KVV Law
Rey Malave <i>by Zoom</i>	District Engineer, Dewberry
Chace Arrington <i>by Zoom</i>	District Engineer, Dewberry

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and called the roll. Four Board members were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns noted that there were no members of the public present at this time or via Zoom.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the August 16, 2023  
Board of Supervisors Meetings**

Ms. Burns presented the minutes from the August 16, 2023 Board of Supervisors meeting and asked for any questions, comments, or corrections. Hearing none, she asked for a motion of approval.

On MOTION by Mr. Cavaretta, seconded by Ms. Hudson, with all in favor, the Minutes of the August 16, 2023 Board of Supervisors Meeting, were approved.
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**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-01  
Supplemental Assessment Resolution  
(Series 2023 Bonds)**

Ms. Burns presented the resolution to the Board and stated that it was included in the agenda package for review. It outlines the terms for the bond closing that is scheduled for the upcoming Friday. This also adopts the final supplemental assessment methodology. She noted that the only change to that report is the update for final pricing.

On MOTION by Ms. Schwenk, seconded by Mr. Arnette, with all in favor, Resolution 2024-01 Supplemental Assessment Resolution (Series 2023 Bonds), was approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Assignment of  
Construction Contract Agreement for Phase  
4**

Ms. Burns noted that the contract from Jr. Davis that is being signed over from the developer to the CDD. Ms. Hammock added that this is a standard assignment package, and the Board should be familiar with the format. She offered to answer any questions. Hearing none, there was a motion of approval.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, Assignment of Construction Contract Agreement for Phase 4, was approved.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Hammock had nothing further for the Board and offered to answer any questions. Hearing none, the next item followed.

**B. Engineer**

**i. Consideration of Work Authorization 2024-01 to Provide District Engineering Services from Dewberry**

Ms. Burns presented the work authorization for engineering services for the Fiscal Year.

On MOTION by Mr. Cavaretta, seconded by Mr. Arnette, with all in favor, Work Authorization 2024-01 to Provide District Engineering Services from Dewberry, was approved.

**C. District Manager’s Report**

**i. Approval of Check Register**

Ms. Burns presented the check register that was included in the agenda package for the Board to review for totaling \$944,149.83. She offered to answer any questions for the Board. Hearing none, there was a motion of approval.

On MOTION by Ms. Schwenk, seconded by Ms. Hudson, with all in favor, the Check Register totaling \$944,149.83, was approved.

**ii. Balance Sheet & Income Statement**

Ms. Burns stated financial packets were included in the package for review. No action is necessary from the Board.

**EIGHTEENTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**NINETEENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

There being no comments, the next item followed.

**TWENTIETH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns adjourned the meeting.

On MOTION by Ms. Hudson, seconded by Mr. Arnette, with all in favor, the meeting was adjourned.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

**MINUTES OF MEETING  
SCENIC TERRACE SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

The Landowners' meeting and Election of the Board of Supervisors of the Scenic Terrace South Community Development District was held Tuesday, **November 7, 2023** at 9:15 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present were:

Tricia Adams  
Jill Burns  
Lauren Gentry  
Corey Roberts

**FIRST ORDER OF BUSINESS**

**Determination of Number of Voting Units  
Represented**

Ms. Burns stated that she had been provided with a proxy form authorizing Tricia Adams to cast votes on behalf of Atlantic Blue Communities II, LLC authorizing her to cast 112 votes.

**SECOND ORDER OF BUSINESS**

**Call to Order**

Ms. Burns stated we will go ahead and call to order the Landowner's meeting.

**THIRD ORDER OF BUSINESS**

**Election of Chairman for the Purpose of  
Conducting Landowners' Meeting**

Ms. Burns was designated as the Chair for purposes of running the Landowner's meeting.

**FOURTH ORDER OF BUSINESS**

**Nominations for the Positions of  
Supervisor**

Ms. Burns asked for nominations for the three seats up for election, Ms. Adams nominated Patricia Hudson for Seat 2, Daniel Arnette for Seat 1, and Rennie Heath for Seat 5.

**FIFTH ORDER OF BUSINESS**

**Casting of Ballots**

Ms. Adams casted 112 votes for Daniel Arnette, 112 votes for Rennie Heath, and 111 votes for Patricia Hudson.

**SIXTH ORDER OF BUSINESS**

**Ballot Tabulation**

Ms. Burns stated that Mr. Arnette and Mr. Heath will serve four-year terms and Ms. Hudson will serve a two-year term.

**SEVENTH ORDER OF BUSINESS**                      **Landowners Questions and Comments**

There being no comments, the next item followed.

**EIGHTH ORDER OF BUSINESS**                      **Adjournment**

Ms. Burns stated at this time we will adjourn the landowners' meeting.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman



# SECTION V



**CONTRACTOR:** Legacy Construction Services Group Inc  
D.B.A Pro Playgrounds **EIN:** 27-1850232

**ADDRESS:** 1563 Capital Circle SE,# 144 **CITY, STATE & ZIP CODE:** Tallahassee, FL 32301

**CONTACT:** Paul Adrianse **PHONE #:** 800-573-7529 **FAX#:** (850) 254-7150

**TOTAL CONTRACT AMOUNT:** \$ 120,464.12

**PROJECT NAME:** Scenic Terrace South **AGREEMENT #:** 19769

**PROJECT ADDRESS:** Scenic Terrace South 5355 Bellflower Drive, Haines City, Fl 33844

**OWNER:** Cassidy Land Development

346 E. Central Ave.

Winter Haven, Fl 33880

**THIS AGREEMENT** made and entered into on this the 4th day of December, 2023, by and between Legacy Construction Services Group Inc D.B.A Pro Playgrounds, a Florida Corporation hereinafter referred to as "Contractor" and Cassidy Land Development, identified above hereinafter referred to as "Owner". Owner includes the individual or entity listed above, as well as agents authorized to act on their behalf, Owner may be the actual Owner of said property, Prime Contractor, or other authorized Contractee or Agent of Owner.

**WITNESSETH**

**WHEREAS** Owner desires to:

Supply and Install Dog Park, Playground and Pool amenities

Dog Park:

- 1. 2x 6ft benches with backs, in ground
- 2. 2x pet waste receptacles
- 3. 1x Novice Kit for equipment
- 4. 1x Double Dog Fido Fountain

Playground:

- 1. 2x 6ft benches w backs, in ground
- 2. 1x Ditch Plains equipment
- 3. 1x single bay swing with cant arm
- 4. 1x 30x30x12 Hip Shade over equipment
- 5. Loose rubber mulch surfacing, borders, ADA half ramp, area 40x56
- 6. 1x loop bike rack, SM
- 7. 10x10x8 Hip Shade
- 8. 1x 6ft rectangular picnic table, portable
- 9. 1x 32 gal receptacle

Contractor Initial \_\_\_\_\_

Owner Initial \_\_\_\_\_

Pool:

1. 4x 32 gal receptacles with dome lids  
(shade direct with contractor)

at the address known as 5355 Bellflower Drive, Haines City, FL 33844, hereinafter referred to as "Property"

**AND WHEREAS** Contractor warrants being qualified and capable of performing and completing the Work specified herein,

**NOW THEREFORE**, in consideration of the mutual promises and premises herein contained, Owner and Contractor agree to meet and satisfy all terms and conditions in this contract as follows:

**ARTICLE 1 – SCOPE OF WORK**

1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to Supply and Install Dog Park, Playground and Pool amenities

Dog Park:

1. 2x 6ft benches with backs, in ground
2. 2x pet waste receptacles
3. 1x Novice Kit for equipment
4. 1x Double Dog Fido Fountain

Playground:

1. 2x 6ft benches w backs, in ground
2. 1x Ditch Plains equipment
3. 1x single bay swing with cant arm
4. 1x 30x30x12 Hip Shade over equipment
5. Loose rubber mulch surfacing, borders, ADA half ramp, area 40x56
6. 1x loop bike rack, SM
7. 10x10x8 Hip Shade
8. 1x 6ft rectangular picnic table, portable
9. 1x 32 gal receptacle

Pool:

1. 4x 32 gal receptacles with dome lids  
(shade direct with contractor); hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:

1. 2D/3D Site Plans.
2. Estimates.
3. Insurance Certificates.
4. Manufactures Warranties.

1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.

Contractor Initial \_\_\_\_\_

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Owner Initial \_\_\_\_\_

- 1.3 Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance, Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do so.
- 1.4 Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.
- 1.5 Contractor shall not be responsible for any unforeseen soil anomalies or differing site conditions, should soil abnormalities be encountered, including rock, muck or any other items that may create additional work or installation difficulties, those costs shall be adjusted via a change order. Owner is responsible for all geotechnical investigation.

#### **ARTICLE 2 – PROSECUTION OF THE WORK**

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.
- 2.3 The Work is tentatively scheduled to be completed by May 3, 2024. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 10-15 days.
- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:
- Contractor shall be responsible for acquiring necessary permits for this project.
  - Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.
  - Owner shall be responsible for the costs of all permits and related drawings and requirements.
  - Contractor shall be responsible for the costs of all permits and related drawings and requirements.

#### **ARTICLE 3 – WORKMANSHIP**

- 3.1 Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the

requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used.

- 3.2 Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others"; Owner shall hold those parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others and may hold Others liable for its own costs or losses shall the be incurred.
- 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working.
- 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work.

#### **ARTICLE 4 – PREMISES**

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall defend, indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work.
- 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

#### **ARTICLE 5 – INSURANCE AND BONDING**

- 5.1 Contractor warrants that it maintains insurance(s) that will protect Contractor and its employees and in some instances Owner from claims under Workers compensation acts and for claims from damages that may result from or arise out of Contractor's operations during construction; whether such operations be by Contractor or anyone directly or indirectly employed by Contractor. Contractor warrants that it currently carries the following insurance(s) and stated insurance(s) and coverage(s) are documented in the Contract Documents:
1.  Comprehensive General Liability Insurance with the following limits:
    - a) Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate
    - b) Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate
  2.  Worker's Compensation & Employers Liability with the following limits:
    - a) Each Accident - \$1,000,000
    - b) Disease - \$100,000/employee; \$500,000/policy limit
- State of Florida Workers Compensation Exemption

Contractor Initial \_\_\_\_\_

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Owner Initial \_\_\_\_\_

3.  Commercial Automobile Insurance with the following limits:

- a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident
- b) Property Damage - \$1,000,000/accident
- c) Personal Injury Protection (PIP) - \$10,000/person

5.2 Contractor shall not provide any form of bonding for this Work. Should Owner request any form of bond from Contractor that is not included in this Agreement or the Contract Documents, Owner shall pay the cost of those bonds in full.

**ARTICLE 6 – CHANGES IN THE WORK**

6.1 Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.

6.2 All Change Orders shall be made using AIAG701-2001 Change Order or similar form.

6.3 Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.

6.4 Approved Change Order(s) will be considered as an amendment and/or revision to this Agreement and/or the Contract Documents but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.

6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor. Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

**ARTICLE 7 – DEPOSITS**

7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.

7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.

7.3 Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be

Contractor Initial \_\_\_\_\_

Page 5 of 9

Owner Initial \_\_\_\_\_

scheduled, and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.

- Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- Owner shall provide Contractor with a deposit in the amount of \$ \_\_\_\_\_ of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.

### **ARTICLE 8 – OWNER INSPECTION AND ACCEPTANCE**

- 8.1 As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor’s completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.
- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor’s expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work via photographic evidence and written documentation and provide this documentation to the Owner in a timely manner.
- 8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are noncompliant or under dispute thereof.

### **ARTICLE 9 - PAYMENT**

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AIAG702–1992, Application and Certificate for Payment **OR** via other traditional invoicing methods.
- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month or 1.5%; whichever is greater, beginning 10 days after missed, late or partial payment. Owner shall be responsible for any costs related to attorneys’ fees, court fees or other measures taken to collect on unpaid balances.

Contractor Initial \_\_\_\_\_

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Owner Initial \_\_\_\_\_

- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with reconignment, shipping, storage or return of those products.

#### **ARTICLE 10 – RELEASE OF LIENS**

- 10.1 Contractor reserves the right to lien on all real property where materials and/or labor are furnished in relation to this Agreement and/or the Contract Documents in the event of delayed payment, nonpayment or underpayment.
- 10.2 Contractor shall supply Owner with a partial lien wavier for all deposits and progress payments made to Contractor by Owner.
- 10.3 Contractor agrees to provide Owner with a final and full lien waiver within ten (10) days of receiving final payment from Owner.

#### **ARTICLE 11 – WARRANTIES**

- 11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.
- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.
- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions - such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s) and supplier(s) written guarantees and warranties covering equipment and materials furnished in this Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.
- 11.5 All warranties become null and void if the project is not paid for in full.

#### **ARTICLE 12 – DISPUTE RESOLUTION**

Contractor Initial \_\_\_\_\_

Page 7 of 9

Owner Initial \_\_\_\_\_



- 12.1 Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Leon County in the State of Florida or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Florida, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the aforesaid courts.
- 12.2 Subject to the limitations as otherwise set forth in this Agreement, if an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

**ARTICLE 13 – SEVERABILITY**

- 13.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

**ARTICLE 14 – MISCELLANEOUS ADDITIONS AND PROVISIONS**

- 14.1 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Contractor** also warrants, agrees to and/or acknowledges the following:
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- 14.2 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Owner** also warrants, agrees to and/or acknowledges the following:
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this the 4th day of December, 2023.

**CONTRACTOR:** Legacy Construction Services Group Inc.

**OWNER:** Cassidy Land Development

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Signature of Owner)

**Name/Title:** Jason Davis, Sales Mgr.

**Name/Title:** Jillian Burns, GMS Admin

Contractor Initial \_\_\_\_\_

Page 8 of 9

Owner Initial \_\_\_\_\_



Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

---

**Address of Contractor:**

Legacy Construction Services Group Inc.  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

**Address of Owner:**

Cassidy Land Development  
346 E Central Ave  
Winter Haven, FL 33880

Contractor Initial \_\_\_\_\_

Owner Initial \_\_\_\_\_



The Play & Recreation Experts

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

**Quote**

<b>Project Name</b>
Scenic Terrace South



<b>Date</b>	<b>Estimate #</b>
12/4/2023	19769

<b>Customer / Bill To</b>
Scenic Terrace CDD AttN; Jillian Burns 135 W. Central Blvd. Orlando, FL 33801

<b>Ship To</b>
5355 Bellflower Drive Haines City, FL 33844



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
	<p>Supply and Install Dog Park, Playground and Pool amenities</p> <p>Dog Park:</p> <ul style="list-style-type: none"> <li>1. 2x 6ft benches with backs, in ground</li> <li>2. 2x pet waste receptacles</li> <li>3. 1x Novice Kit for equipment</li> <li>4. 1x Double Dog Fido Fountain</li> </ul> <p>Playground:</p> <ul style="list-style-type: none"> <li>1. 2x 6ft benches w backs, in ground</li> <li>2. 1x Ditch Plains equipment</li> <li>3. 1x single bay swing with cant arm</li> <li>4. 1x 30x30x12 Hip Shade over equipment</li> <li>5. Loose rubber mulch surfacing, borders, ADA half ramp, area 40x56</li> <li>6. 1x loop bike rack, SM</li> <li>7. 10x10x8 Hip Shade</li> <li>8. 1x 6ft rectangular picnic table, portable</li> <li>9. 1x 32 gal receptacle</li> </ul> <p>Pool:</p> <ul style="list-style-type: none"> <li>1. 4x 32 gal receptacles with dome lids (shade direct with contractor)</li> </ul>			

**AGREED AND ACCEPTED:**  
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

<b>Subtotal:</b>
<b>Sales Tax: (6.0%)</b>
<b>Total:</b>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

# PRO PLAYGROUNDS

The Play & Recreation Experts

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

## Quote

Date	Estimate #
12/4/2023	19769

<b>Project Name</b>
Scenic Terrace South



<b>Customer / Bill To</b>
Scenic Terrace CDD AttN; Jillian Burns 135 W. Central Blvd. Orlando, FL 33801

<b>Ship To</b>
5355 Bellflower Drive Haines City, FL 33844



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:

<b>Subtotal:</b>
<b>Sales Tax: (6.0%)</b>
<b>Total:</b>

**AGREED AND ACCEPTED:**  
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature                      Name / Title                      Date

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



The Play & Recreation Experts

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

**Quote**

<b>Project Name</b>
Scenic Terrace South



<b>Date</b>	<b>Estimate #</b>
12/4/2023	19769

<b>Customer / Bill To</b>
Scenic Terrace CDD AttN; Jillian Burns 135 W. Central Blvd. Orlando, FL 33801

<b>Ship To</b>
5355 Bellflower Drive Haines City, FL 33844



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
	<b>**PLAY EQUIPMENT**</b>			
QS-23-PKP010N	Ditch Plains - Neutral	1	14,879.00	14,879.00
QS-23-PSW110...	1 Bay 1 Cantilever - Frame w/ Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package	1	1,279.00	1,279.00
CLR	Colors: green			0.00
Shipping	Combined Shipping and Freight Charges	1	2,946.00	2,946.00
	<b>**SHADE**</b>			
22-SD303012SG	12' Height -SURFACE MOUNT - WITH GLIDE-SQUARE	1	13,295.07	13,295.07
22-SD101008IG	8' Height -INGROUND - WITH GLIDE- SQUARE	1	4,503.98	4,503.98
CLR	Colors: brown frame, forest green fabric			0.00
ENGDRAW	Engineered Drawings for Permitting	2	840.00	1,680.00
Shipping	Combined Shipping and Freight Charges	1	2,470.00	2,470.00
	<b>**SITE FURNISHINGS**</b>			
22-T6UL	6' UltraLeisureRectangular Portable Table	1	1,181.33	1,181.33
22-B6WBULS	6' UltraLeisureStandard Bench with Back, In-Ground Mount	4	643.2875	2,573.15
22-TR32UL	32 UltraLeisureGallon Regal Standard Trash Receptacle, comes with flat lid and liner	5	806.734	4,033.67
22-MSBR3-SM	Wave Bike Rack, 3-Hump, Surface Mount	1	858.62	858.62

**AGREED AND ACCEPTED:**

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Signature \_\_\_\_\_

Name / Title \_\_\_\_\_

Date \_\_\_\_\_

**Subtotal:**

**Sales Tax: (6.0%)**

**Total:**

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



The Play & Recreation Experts

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

**Quote**

<b>Date</b>	<b>Estimate #</b>
12/4/2023	19769

<b>Project Name</b>
Scenic Terrace South



**WE WILL BEAT ANY PRICE BY 5%!**

<b>Customer / Bill To</b>
Scenic Terrace CDD AttN; Jillian Burns 135 W. Central Blvd. Orlando, FL 33801

<b>Ship To</b>
5355 Bellflower Drive Haines City, FL 33844

Item	Description	Qty	Cost	Total:
CLR	Colors: black frame and green coatings, bike rack to be green			0.00
22-DOME32 BL...	Plastic Dome Top for 32 Gallon Receptacles - Black Color	5	214.508	1,072.54
CPE	CABLE-HDWE- cable for TR lids	15	12.83133	192.47
Shipping	Combined Shipping and Freight Charges	1	1,560.48	1,560.48
	<b>**SURFACING MATERIALS**</b>			
RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	18	367.20	6,609.60
22-2BY2408	8" Border Timber With Spike	48	29.00	1,392.00
22-2BY2FMR08	ADA Half Ramp Flush Mount 8"	1	399.00	399.00
Shipping	Combined Shipping and Freight Charges	1	2,880.00	2,880.00
	<b>**DOG PARK**</b>			
22-BARK-NVKIT	NOVICE BARKPARK KIT, 4 PIECES	1	4,861.67	4,861.67
CLR	Colors: neutral			0.00
22-PBARK-406	DOUBLE SIDE FIDO FOUNTAIN (green)	1	5,390.53	5,390.53
22-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color green)	2	584.705	1,169.41
Shipping	Combined Shipping and Freight Charges	1	1,559.75	1,559.75
	<b>**LABOR, MATERIALS, INSTALLATION**</b>			

**AGREED AND ACCEPTED:**  
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

<b>Subtotal:</b>
<b>Sales Tax: (6.0%)</b>
<b>Total:</b>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

Date	Estimate #
12/4/2023	19769

Project Name
Scenic Terrace South



Customer / Bill To
Scenic Terrace CDD AttN; Jillian Burns 135 W. Central Blvd. Orlando, FL 33801

Ship To
5355 Bellflower Drive Haines City, FL 33844

**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
LBR	Labor and Installation play equipment, playground shades, site furnishings, borders and surfacing, dog park	1	34,821.85	34,821.85
FBLOCK	Footer Blocks	60	2.00	120.00
RMC	Ready Mix Concrete 2500 PSI MIN	20	195.00	3,900.00
22-CONPUMP	Concrete Pumping Services, Basic, 4 Hr	1	795.00	795.00
RBAR5	No. 5 Rebar	800	1.25	1,000.00
CC80	Concrete for Anchoring - Delivered Cost	75	8.40	630.00
GFAB	Weed Barrier	1,500	0.20	300.00
LPIN	Landscape pins for securing underlayment	2	55.00	110.00
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	2,000.00	2,000.00

<b>Subtotal:</b>	\$120,464.12
<b>Sales Tax: (6.0%)</b>	\$0.00
<b>Total:</b>	<u>\$120,464.12</u>

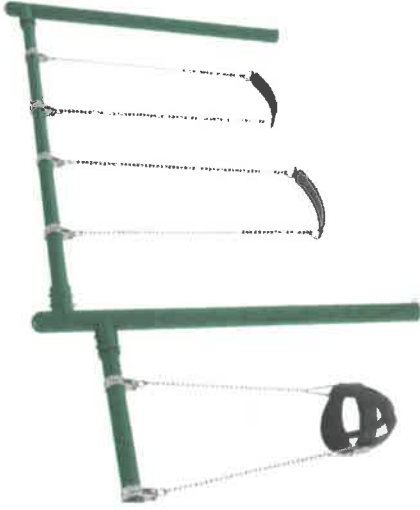
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\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

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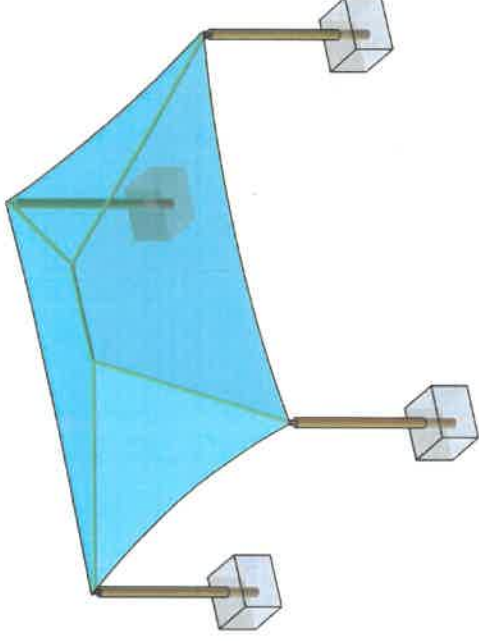
**BAY- 1 CANTILEVER  
ANGLE POST SWING**

SKU: PSW110  
Quantity: 1



**30' X 30' X 12' HIP SHADE  
STRUCTURE**

Quantity: 1  
Entry Height: 12'



**6' STANDARD  
BACK**

SKU: B6WBR  
Quantity: 2



**RECTANGLE PICNIC TABLE**

Quantity: 1

**3 HUMP WAVE BIKE RACK**

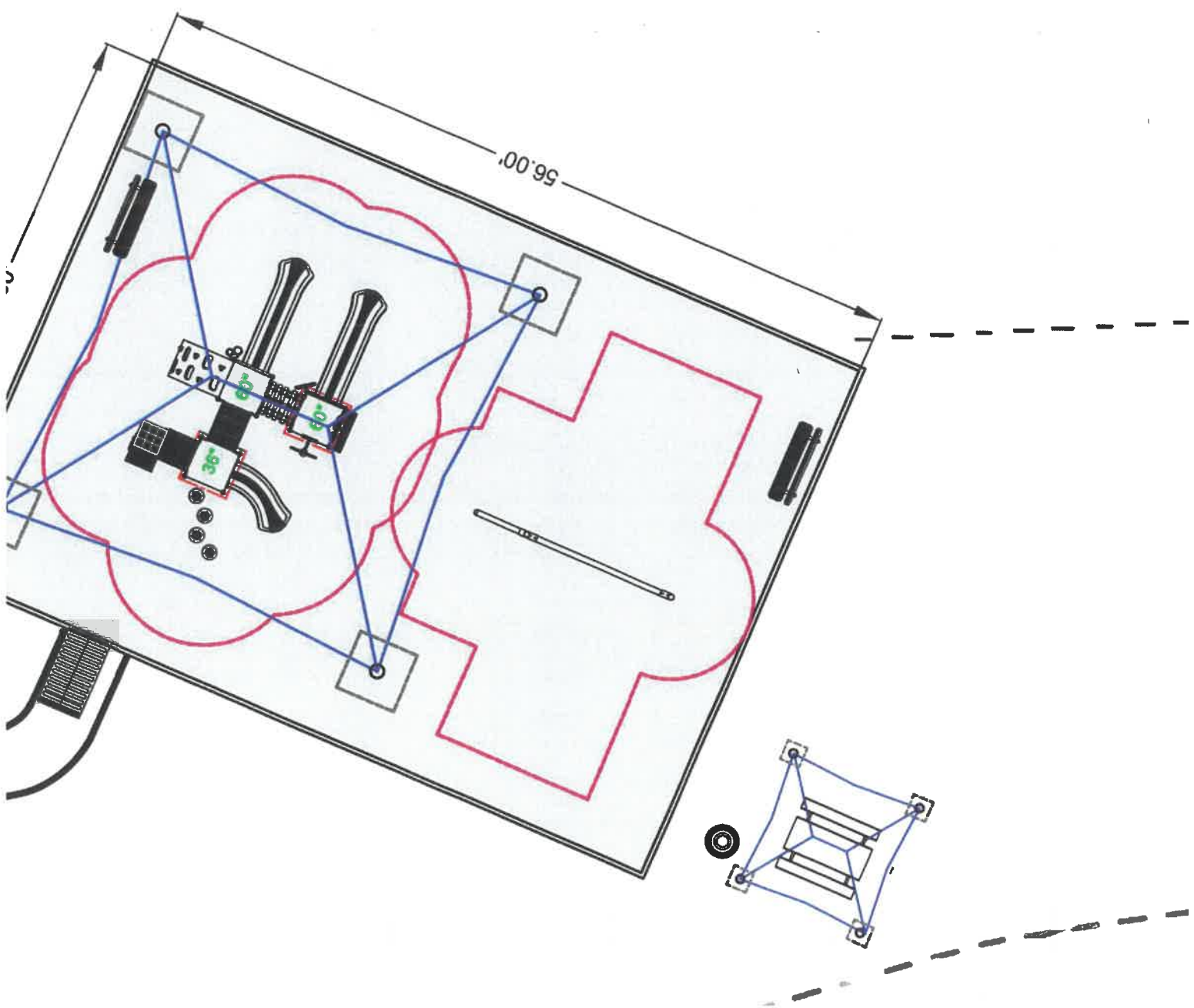
Quantity: 1

**32-GAL EXP  
STANDARD T  
RECEPTACLE**

Quantity: 1



179



**PET WASTE STATION**

Model: PBARK-490

Quantity: 2



**6' STANDARD BENCH**

SKU: B6WBRCs

Quantity: 2



**ABLE**

PBARK-420

1

**ROVER JUMP OVER**

Model: PBARK-450

Quantity: 1

**HOOP JUMP**

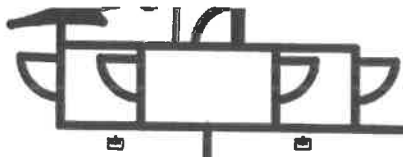
Model: TBARK-430

Quantity: 1

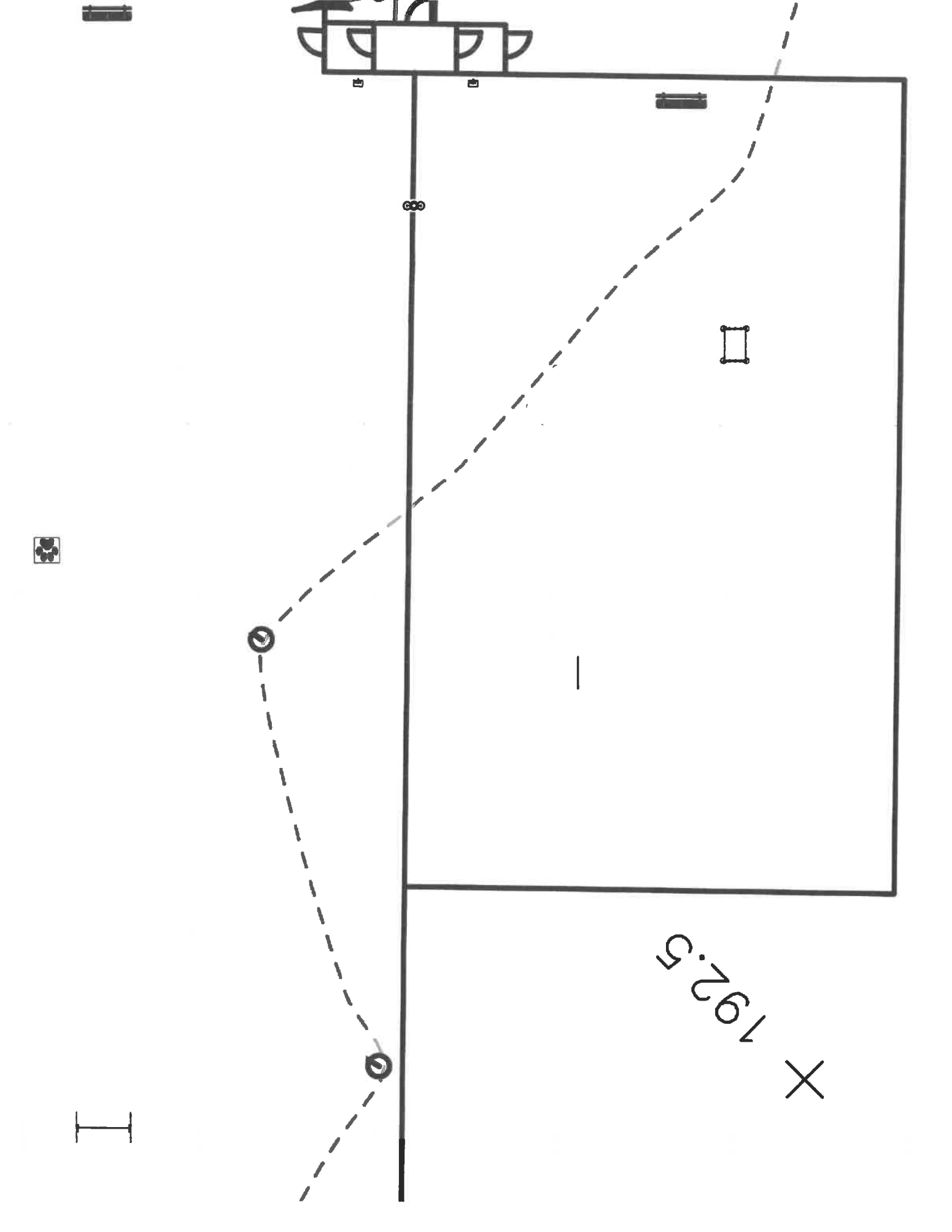
**DOGGIE CRAWL**

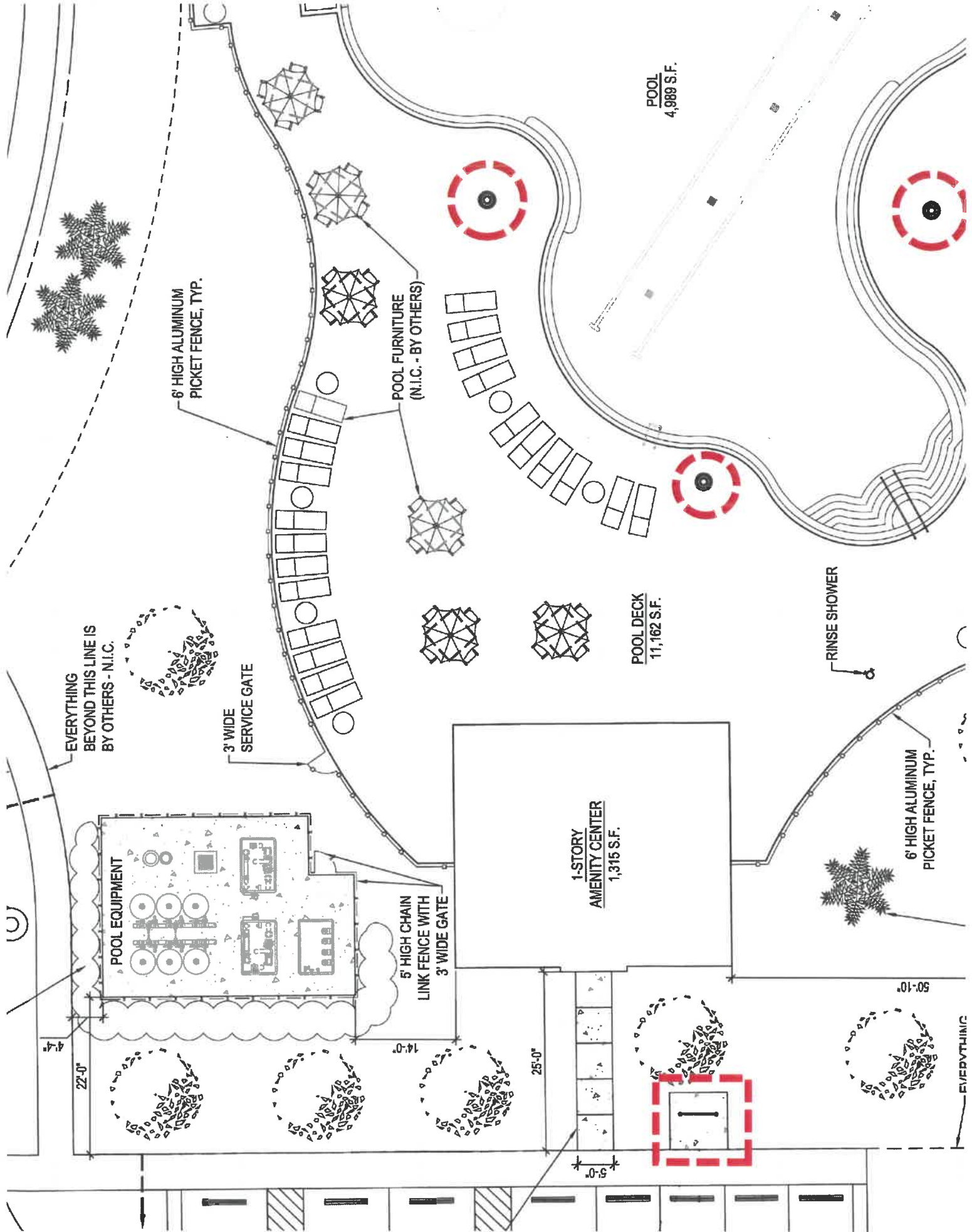
Model: PBARK-49

Quantity: 1



192.5







The Play & Recreation Experts

Pro Playgrounds  
 8490 Cabin Hill Road  
 Tallahassee, FL 32311

# Invoice

Due Date	P.O. No.
1/3/2024	

Date	Invoice #
12/4/2023	4176
Terms	Project
Net 30	Scenic Terrace South

**Bill To**  
 Scenic Terrace CDD  
 Attn: Jillian Burns  
 135 W. Central Blvd.  
 Orlando, FL 33801



Qty	Item	Description	Amount
1	DEP	Required 50% deposit for project.	60,232.06

<b>Subtotal:</b>	\$60,232.06
<b>Sales Tax: (6.0%)</b>	\$0.00
<b>Balance Due:</b>	\$60,232.06
<b>Credits:</b>	\$0.00
<b>Balance Due:</b>	<u>\$60,232.06</u>

# SECTION VI

patio 2000 inc.  
 13655 belcher rd south  
 largo fl 33771  
 727-531-2260

# Estimate

Number scenic

Date 8/9/2023

**Bill To**

scenic terrace cdd  
 219 e.livingston st  
 orlando, fl, 32801  
 phillip 407-808-4464

**Ship To**

scenic terrace ammenity

PO Number	Terms	Customer #	Ship	Via	Project
			deliver	our truck	

Item #	Description	Quantity	Price Each	Tax1	Amount
AP-RD-42HFU	42" poly table	2	\$474.59		\$949.18
AP-RD-20HF	20" poly table	12	\$139.27		\$1,671.24
D-750	lb diamond chair	8	\$143.22		\$1,145.76
L-716-7	armless 16" chaise	34	\$295.77		\$10,056.18
DEL	deliver and set up	1	\$300.00		\$300.00
	granite frames		\$0.00		\$0.00
	#918 madras tweed surf		\$0.00		\$0.00

Amount Paid \$0.00

Amount Due \$14,122.36

Discount \$0.00

Shipping Cost \$0.00

Sub Total \$14,122.36

Sales Tax 7.00% on \$0.00 \$0.00

Total \$14,122.36

# SECTION VII



**POOL FURNITURE AND PLAYGROUND EQUIPMENT  
LEASE/PURCHASE AGREEMENT**

This Pool Furniture and Playground Equipment Lease/Purchase Agreement (the “Agreement”) dated as of December 20, 2023, and entered into by and between HNB PROPERTY, LLC, a Florida limited liability company, as Lessor (“Lessor”), and the SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government and political subdivision of the State of Florida, organized and existing under the laws of the State of Florida, as Lessee (the “Lessee”).

**WITNESSETH:**

**WHEREAS**, Lessee desires to lease and acquire from Lessor certain equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of, and for the purposes set forth in this Lease; and in the event of a conflict, the terms of a Schedule prevail; and

**WHEREAS**, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

**WHEREAS**, Lessee is authorized under the constitution and laws of the State of Florida to enter into this Agreement and the Schedules hereto for the purposes set forth herein;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1.01 Definitions**. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

**“Acquisition Amount”** means the amount specified in each Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease, which amount shall be not less than \$10.

**“Acquisition Fund”** means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

**“Acquisition Fund Agreement”** means, with respect to this Lease, an Acquisition Fund and Account Control Agreement in form and substance acceptable to and executed by the Lessee, the Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered, if any.

**“Acquisition Fund Custodian”** means the Acquisition Fund Custodian identified in any Acquisition Fund Agreement, and its successors and assigns.

**“Acquisition Period”** means, with respect to this Lease, that period stated in the Schedule to the Lease during which the Lease Proceeds attributable to the Lease may be expended on Equipment Costs.

**“Agreement”** means this Pool Furniture and Playground Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.06.

**“Commencement Date”** means, for each Lease, the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in this Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

**“Equipment”** means the property listed in the Lease and all replacements, repairs, restorations, modifications and improvements hereof or thereto made pursuant to Section 8.01 of Article V. Whenever reference is made in this Agreement to Equipment listed in this Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

**“Equipment Costs”** means the total cost of the Equipment listed in this Lease, including all delivery charges, installation charges, capitalizable consulting and training fees, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessor, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in each Lease.

**“Expense Fund”** means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

**“Event of Default”** means an Event of Default described in Section 12.01.

**“Lease”** means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule.

**“Lease Proceeds”** means, with respect to this Lease, the total amount of money to be paid by Lessee to Lessor the in accordance with the Agreement.

**“Lease Term”** for each Lease shall begin on the Commencement Date thereof and continue as specified in the Schedule applicable thereto.

**“Lessee”** means the entities referred to as Lessee in the first paragraph of this Agreement.

**“Lessor”** means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not

include Lessee, any party taking a leasehold interest in the Equipment or any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

**“Maximum Equipment Cost”** means \$134,586.48.

**“Purchase Price”** means, with respect to the Equipment listed on this Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

**“Rental Payments”** means the basic rental payments payable by Lessee under this Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

**“Schedule”** means each separately numbered Schedule of Property substantially in the form of Exhibit A hereto together with a Rental Payment Schedule attached thereto substantially in the form of Exhibit A-1 hereto.

**“State”** means the State of Florida.

**“Utilization Period”** means the date by which Lessee must deliver an Acceptance Certificate for the Equipment under this Lease as indicated in Section 3.04(b).

**“Vendor”** means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom Lessor arranged Lessee’s acquisition and financing of the Equipment pursuant to the applicable Lease.

## ARTICLE II

### COVENANTS

**Section 2.01 Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision thereof within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement and this Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and this Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of any interest in the Equipment prior to the last Rental Payment scheduled to be paid under each Lease.

(g) Lessee shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year within 30 days of the adoption thereof. Such statements shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has kept, and throughout the Lease Term of this Agreement will keep, its books and records in accordance with generally accepted accounting principles.

(i) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term to such item.

(j) The payment of the Rental Payments or any portion thereof is not (under the terms of this Lease or any underlying arrangement) directly or indirectly (a) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (b) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(k) There is no pending litigation, tax claim, proceeding or dispute that Lessee reasonably expects will materially and adversely affect Lessee's financial condition or

impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's interest in the Equipment and Lessor's rights and benefits under this Lease.

### ARTICLE III

#### LEASE

**Section 3.01 Lease of Equipment.** Subject to the terms of this Agreement, Lessor agrees to provide the funds specified in this Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of this Lease, Lessor leases and lets to Lessee, and Lessee rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof.

**Section 3.02 Continuation of Lease Term.** Lessee intends to continue the Lease Term and to pay the Rental Payments thereunder. Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

**Section 3.03 Abatement.** During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Equipment, there is substantial interference with the use and possession by Lessee of such Equipment, the Lessee's obligation to pay rent applicable to such Equipment shall be abated proportionately in whole or in part. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of any Equipment, and such notice shall be provided prior to the abatement of any rent. The amount of abatement of the Lessee's obligation to pay rent shall be such that the remaining rental obligation of the Lessee for each rental period represents fair consideration for the use and possession of the portions of the Equipment that are not affected by such interference. Such abatement shall commence on the date that Lessee's use and possession of the affected Equipment is restricted because of such interference and end on the earlier of (i) the date on which the use and possession thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Equipment or (y) uses the proceeds of insurance or condemnation award to pay the applicable Purchase Price therefor. Notwithstanding any such interference with Lessee's use and possession of a portion of the Equipment, this Lease shall continue in full force and effect with respect to any remaining Equipment. To the extent applicable, Lessee waives the benefits of Civil Code Sections 1932 and any and all other rights to terminate this Lease by virtue of any interference with the use and possession of any Equipment.

**Section 3.04 Conditions to Lessor's Performance.**

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to this Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) An Acquisition Fund Agreement, executed by the Lessee and the Acquisition Fund Custodian, unless Lessor pays 100% of the Acquisition Amount directly to the Vendor upon execution of the Lease;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) A certified copy of a resolution or other official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.01 and 6.02;

(vii) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to this Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than December 20, 2023 (the "Utilization Period").

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) Lessee will cooperate with Lessor in Lessor's review of this proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

## ARTICLE IV

### PAYMENT AND PREPAYMENT OF RENT

**Section 4.01 Rental Payments.** Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in this Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the stated rate plus fourteen [14]% per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under this Lease. Rental Payments consist of principal and interest payments as more fully detailed on the Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

**Section 4.02 Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. The Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

**Section 4.03 Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under this Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

**Section 4.04 Rental Payments to be Unconditional.** Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by lessee, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances. Lessee's obligations to make Rental Payments or pay other amounts hereunder shall not be abated on account of obsolescence or failure of the Equipment to perform as desired.

**Section 4.05 Tax Covenant.** Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee makes no representation as to the excludability of any interest payment from federal, state, or local taxation.

**Section 4.06 Event of Taxability.** Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of

the owner or owners thereof for federal income tax purposes, and Lessee will not pay any additional amount.

For purposes of this Section, "Event of Taxability" means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

**Section 4.07 Mandatory Prepayment.** If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule in inverse order of maturity.

## ARTICLE V

### THE EQUIPMENT

**Section 5.01 Delivery, Installation and Acceptance of Equipment.** (a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith (which amounts may be funded from the Acquisition Fund or amounts from the Acquisition Fund will be used to reimburse Lessee for any prior payment from Lessee's own funds). When the Equipment listed in this Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as Exhibit B.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule. Lessee shall execute and deliver such Schedules to Lessor within 5 business days of receipt.

**Section 5.02 Enjoyment of Equipment.** Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in the related Lease. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the related Lease.

**Section 5.03 Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 5.04 Use and Maintenance of the Equipment.** Lessee will not install, use,



operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of Lessor therein.

## ARTICLE VI

### TITLE AND SECURITY

**Section 6.01 Title to the Equipment.** During the Lease Term, all right, title and interest in and to each item of the Equipment shall be vested in Lessor. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor shall transfer to Lessee title to the Equipment, as-is, without warranty of any kind other than as to the absence of liens created by or through Lessor, and shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the transfer of Lessor's right, title and interest in the Equipment subject to the related Lease.

**Section 6.02 Security Interest.** As additional security for the payment of all of Lessee's obligations under this Lease, upon the execution of this Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) Lessee's right, title and interest in the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

**Section 6.03 Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from

any party having an interest in any such real estate or building.

## ARTICLE VII

### TAXES, CHARGES AND INSURANCE

**Section 7.01 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during each Lease Term.

**Section 7.02 Insurance.** Lessee shall during each Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as additional insured and loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; (c) worker's compensation coverage as required by the laws of the State, and (d) rental interruption insurance in an amount which shall cover Rental Payments for no less than 24 months; *provided* that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clause (a); *provided further* that Lessee's ability to self-insure does not extend to rental interruption insurance, which Lessee acknowledges may limit Lessee's ability to self-insure against the risks described in clause (a). All such policies of insurance shall name Lessor as an additional insured and loss payee. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

**Section 7.03 Advances.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of fourteen [14]% per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE VIII

### DAMAGE TO AND REPLACEMENT OF EQUIPMENT

**Section 8.01 Damage, Destruction and Condemnation.** Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the “Replaced Equipment”) pursuant to this Section, the replacement equipment (the “Replacement Equipment”) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value and useful life than the Replaced Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s title in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rent Payment date after the occurrence of a casualty event or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term “Net Proceeds” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

**Section 8.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor’s interest in the Equipment shall terminate as provided in Section 6.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## ARTICLE IX

### WARRANTIES

**Section 9.01 Disclaimer of Warranties.** Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, this Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or Lease.

**Section 9.02 Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Lessor of the Equipment.

## ARTICLE X

### PURCHASE OF EQUIPMENT

**Section 10.01 Purchase Option.** Lessee shall have the option to purchase all of the Equipment listed in a Lease, upon giving written notice to Lessor at least 30, but not more than 120, days before the date of purchase, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "Purchase Option Commencement Date"), on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of \$10.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's right, title and interests in and to such Equipment will be transferred and terminated in accordance with Section 6.01.

## ARTICLE XI

### ASSIGNMENT

**Section 11.01 Assignment by Lessor.** Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases, its interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided, however*, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; *provided further, however*, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided, however*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the term of each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease. Lessor acknowledges and agrees that any assignment under this Section shall not, and shall not purport to, alter or modify in any respect Lessee's obligations to perform in accordance with the terms of this Agreement and the related Lease in accordance with their terms as originally executed. Any assignment under this Section shall be subject to the condition that Lessee shall incur no costs nor be required to provide or execute any documents or participate in any manner in connection with such assignment, and Lessor and any such assignee shall be solely responsible for compliance with all securities and other laws in

connection with such assignment. Lessor acknowledges that this Agreement and each Lease has not and will not be registered under the Securities Act of 1933 or any state securities laws and that Lessee has not and will not prepare any offering or disclosure materials or documents for use in connection with any assignment under this Section.

**Section 11.02 Assignment and Subleasing by Lessee.** None of Lessee's right, title, and interest in, to and under this Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

## ARTICLE XII

### DEFAULTS AND REMEDIES

**Section 12.01 Events of Default Defined.** Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness or pursue other remedies;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy,

reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

**Section 12.02 Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may without terminating such Lease, collect each Rental Payment payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease as they become due and payable;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees). The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein;

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease; and

(d) By action pursuant to the Florida Code of Civil Procedure, or as otherwise provided by law, obtain the issuance of a writ of mandamus enforcing, for the entire balance of the remaining Lease Term, the duty of Lessee to appropriate and take all other administrative steps necessary for the payment of rents, and other amounts due hereunder.

**Section 12.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity, provided that Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may

be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

**Section 12.04 Application of Moneys.** Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

## ARTICLE XIII

### MISCELLANEOUS

**Section 13.01 Notices.** All notices, certificates or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

**Section 13.02 E-Verify.** The Lessor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Lessor 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. If the Lessor anticipates entering into agreements with a subcontractor for services under this Agreement, Lessor 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 has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Lessor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Lessee upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Lessor shall be liable for any additional costs incurred by the Lessee because of the termination. If the Lessee has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Lessor has otherwise complied with its obligations hereunder, the Lessee shall promptly notify the Lessor. The Lessor agrees to immediately terminate the agreement with the subcontractor upon notice from the Lessee.

**Section 13.03 Release and Indemnification.** To the extent permitted by law, but only from legally available funds, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest



received) arising out of or as a result of (a) the entering into of this Agreement or Lease, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant in a Lease or any material misrepresentation contained in a Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

**Section 13.04 Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 13.05 Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.06 Amendments, Changes and Modifications.** This Lease may only be amended by Lessor and Lessee in writing.

**Section 13.07 Execution in Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 13.08 Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State.

**Section 13.09 Captions.** The captions or headings in this Agreement and in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

**LESSOR:**

HNB Property, LLC  
444 Omaha Street  
Lake Hamilton, Florida

**LESSEE:**

Scenic Terrace South  
Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attention: District Manager

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A**

**SCHEDULE OF PROPERTY NO. 1**

**Dated: December 20, 2023**

Re: Pool Furniture and Playground Equipment Lease/Purchase Agreement, dated as of December 20, 2023, by and between HNB Property, LLC as Lessor, and the Scenic Terrace South Community Development District, as Lessee

**1. Defined Terms.** All terms used herein have the meanings ascribed to them in the above-referenced Pool Furniture and Playground Equipment Lease/Purchase Agreement (the “Pool Furniture and Playground Equipment Lease”).

**2. Equipment.** The following items of Equipment are hereby included under this Schedule of the Pool Furniture and Playground Equipment Lease:

[See Attached Exhibit A-2]

**3. Payment Schedule.**

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the “Purchase Price” column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

**4. Representations, Warranties and Covenants.** Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Pool Furniture and Playground Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee’s financial condition has occurred since the date of the Pool Furniture and Playground Equipment Lease.

**5. The Lease.** The terms and provisions of the Pool Furniture and Playground Equipment Lease are hereby incorporated into this Schedule by reference and made a part hereof.

**[Remainder of Page Intentionally Left Blank]**

**13. Purchase Option Commencement Date.** For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is December 20, 2023.

**LESSOR:**

HNB Property, LLC  
444 Omaha Street  
Lake Hamilton, Florida 33851

**LESSEE:**

Scenic Terrace South Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attention: District Manager

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Counterpart No. 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

**EXHIBIT A-1**  
**RENTAL PAYMENT SCHEDULE**

**LEASE PURCHASE PAYMENT****Scenic Terrace South CDD**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Lease Payment</i>
02/01/2024	1,561.42	14.000%	1,570.18	3,131.60
03/01/2024	1,579.63	14.000%	1,551.96	3,131.59
04/01/2024	1,598.06	14.000%	1,533.53	3,131.59
05/01/2024	1,616.71	14.000%	1,514.89	3,131.60
06/01/2024	1,635.57	14.000%	1,496.02	3,131.59
07/01/2024	1,654.65	14.000%	1,476.94	3,131.59
08/01/2024	1,673.95	14.000%	1,457.64	3,131.59
09/01/2024	1,693.48	14.000%	1,438.11	3,131.59
10/01/2024	1,713.24	14.000%	1,418.35	3,131.59
11/01/2024	1,733.23	14.000%	1,398.36	3,131.59
12/01/2024	1,753.45	14.000%	1,378.14	3,131.59
01/01/2025	1,773.91	14.000%	1,357.69	3,131.60
02/01/2025	1,794.60	14.000%	1,336.99	3,131.59
03/01/2025	1,815.54	14.000%	1,316.05	3,131.59
04/01/2025	1,836.72	14.000%	1,294.87	3,131.59
05/01/2025	1,858.15	14.000%	1,273.44	3,131.59
06/01/2025	1,879.83	14.000%	1,251.77	3,131.60
07/01/2025	1,901.76	14.000%	1,229.83	3,131.59
08/01/2025	1,923.95	14.000%	1,207.65	3,131.60
09/01/2025	1,946.39	14.000%	1,185.20	3,131.59
10/01/2025	1,969.10	14.000%	1,162.49	3,131.59
11/01/2025	1,992.07	14.000%	1,139.52	3,131.59
12/01/2025	2,015.31	14.000%	1,116.28	3,131.59
01/01/2026	2,038.82	14.000%	1,092.77	3,131.59
02/01/2026	2,062.61	14.000%	1,068.98	3,131.59
03/01/2026	2,086.67	14.000%	1,044.92	3,131.59
04/01/2026	2,111.02	14.000%	1,020.57	3,131.59
05/01/2026	2,135.65	14.000%	995.94	3,131.59
06/01/2026	2,160.56	14.000%	971.03	3,131.59
07/01/2026	2,185.77	14.000%	945.82	3,131.59
08/01/2026	2,211.27	14.000%	920.32	3,131.59
09/01/2026	2,237.07	14.000%	894.52	3,131.59
10/01/2026	2,263.17	14.000%	868.42	3,131.59
11/01/2026	2,289.57	14.000%	842.02	3,131.59
12/01/2026	2,316.28	14.000%	815.31	3,131.59
01/01/2027	2,343.31	14.000%	788.29	3,131.60
02/01/2027	2,370.65	14.000%	760.95	3,131.60
03/01/2027	2,398.30	14.000%	733.29	3,131.59
04/01/2027	2,426.28	14.000%	705.31	3,131.59
05/01/2027	2,454.59	14.000%	677.00	3,131.59
06/01/2027	2,483.23	14.000%	648.37	3,131.60
07/01/2027	2,512.20	14.000%	619.39	3,131.59
08/01/2027	2,541.51	14.000%	590.09	3,131.60
09/01/2027	2,571.16	14.000%	560.43	3,131.59
10/01/2027	2,601.15	14.000%	530.44	3,131.59
11/01/2027	2,631.50	14.000%	500.09	3,131.59
12/01/2027	2,662.20	14.000%	469.39	3,131.59
01/01/2028	2,693.26	14.000%	438.33	3,131.59
02/01/2028	2,724.68	14.000%	406.91	3,131.59
03/01/2028	2,756.47	14.000%	375.12	3,131.59
04/01/2028	2,788.63	14.000%	342.96	3,131.59
05/01/2028	2,821.16	14.000%	310.43	3,131.59
06/01/2028	2,854.08	14.000%	277.52	3,131.60
07/01/2028	2,887.37	14.000%	244.22	3,131.59
08/01/2028	2,921.06	14.000%	210.53	3,131.59
09/01/2028	2,955.14	14.000%	176.45	3,131.59
10/01/2028	2,989.62	14.000%	141.98	3,131.60
11/01/2028	3,024.49	14.000%	107.10	3,131.59
12/01/2028	3,059.78	14.000%	71.81	3,131.59
01/01/2029	3,095.48	14.000%	36.11	3,131.59
	134,586.48		53,309.03	187,895.51

**EXHIBIT A-2  
EQUIPMENT**



**CONTRACTOR:** Legacy Construction Services Group Inc  
D.B.A Pro Playgrounds **EIN:** 27-1850232  
**ADDRESS:** 1563 Capital Circle SE,# 144 **CITY, STATE & ZIP CODE:** Tallahassee, FL 32301  
**CONTACT:** Paul Adrianse **PHONE #:** 800-573-7529 **FAX#:** (850) 254-7150  
**TOTAL CONTRACT AMOUNT:** \$ 120,464.12  
**PROJECT NAME:** Scenic Terrace South **AGREEMENT #:** 19769  
**PROJECT ADDRESS:** Scenic Terrace South 5355 Bellflower Drive, Haines City, Fl 33844

**OWNER:** Cassidy Land Development  
346 E. Central Ave.  
Winter Haven, Fl 33880

**THIS AGREEMENT** made and entered into on this the 4th day of December, 2023, by and between Legacy Construction Services Group Inc D.B.A Pro Playgrounds, a Florida Corporation hereinafter referred to as "Contractor" and Cassidy Land Development, identified above hereinafter referred to as "Owner". Owner includes the individual or entity listed above, as well as agents authorized to act on their behalf, Owner may be the actual Owner of said property, Prime Contractor, or other authorized Contractee or Agent of Owner.

**WITNESSETH**

**WHEREAS** Owner desires to:

Supply and Install Dog Park, Playground and Pool amenities

Dog Park:

- 1. 2x 6ft benches with backs, in ground
- 2. 2x pet waste receptacles
- 3. 1x Novice Kit for equipment
- 4. 1x Double Dog Fido Fountain

Playground:

- 1. 2x 6ft benches w backs, in ground
- 2. 1x Ditch Plains equipment
- 3. 1x single bay swing with cant arm
- 4. 1x 30x30x12 Hip Shade over equipment
- 5. Loose rubber mulch surfacing, borders, ADA half ramp, area 40x56
- 6. 1x loop bike rack, SM
- 7. 10x10x8 Hip Shade
- 8. 1x 6ft rectangular picnic table, portable
- 9. 1x 32 gal receptacle

Contractor Initial \_\_\_\_\_

Owner Initial \_\_\_\_\_



Pool:

1. 4x 32 gal receptacles with dome lids  
(shade direct with contractor)

at the address known as 5355 Bellflower Drive, Haines City, FL 33844, hereinafter referred to as "Property"

**AND WHEREAS** Contractor warrants being qualified and capable of performing and completing the Work specified herein,

**NOW THEREFORE**, in consideration of the mutual promises and premises herein contained, Owner and Contractor agree to meet and satisfy all terms and conditions in this contract as follows:

**ARTICLE 1 – SCOPE OF WORK**

1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to Supply and Install Dog Park, Playground and Pool amenities

Dog Park:

1. 2x 6ft benches with backs, in ground
2. 2x pet waste receptacles
3. 1x Novice Kit for equipment
4. 1x Double Dog Fido Fountain

Playground:

1. 2x 6ft benches w backs, in ground
2. 1x Ditch Plains equipment
3. 1x single bay swing with cant arm
4. 1x 30x30x12 Hip Shade over equipment
5. Loose rubber mulch surfacing, borders, ADA half ramp, area 40x56
6. 1x loop bike rack, SM
7. 10x10x8 Hip Shade
8. 1x 6ft rectangular picnic table, portable
9. 1x 32 gal receptacle

Pool:

1. 4x 32 gal receptacles with dome lids  
(shade direct with contractor); hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:

1. 2D/3D Site Plans.
2. Estimates.
3. Insurance Certificates.
4. Manufactures Warranties.

1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.

Contractor Initial \_\_\_\_\_

Page 2 of 9

Owner Initial \_\_\_\_\_

- 1.3 Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance, Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do so.
- 1.4 Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.
- 1.5 Contractor shall not be responsible for any unforeseen soil anomalies or differing site conditions, should soil abnormalities be encountered, including rock, muck or any other items that may create additional work or installation difficulties, those costs shall be adjusted via a change order. Owner is responsible for all geotechnical investigation.

#### **ARTICLE 2 – PROSECUTION OF THE WORK**

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.
- 2.3 The Work is tentatively scheduled to be completed by May 3, 2024. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 10-15 days.
- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:
- Contractor shall be responsible for acquiring necessary permits for this project.
  - Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.
  - Owner shall be responsible for the costs of all permits and related drawings and requirements.
  - Contractor shall be responsible for the costs of all permits and related drawings and requirements.

#### **ARTICLE 3 – WORKMANSHIP**

- 3.1 Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the

requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used.

- 3.2 Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others"; Owner shall hold those parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others and may hold Others liable for its own costs or losses shall the be incurred.
- 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working.
- 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work.

#### **ARTICLE 4 – PREMISES**

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall defend, indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work.
- 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

#### **ARTICLE 5 – INSURANCE AND BONDING**

- 5.1 Contractor warrants that it maintains insurance(s) that will protect Contractor and its employees and in some instances Owner from claims under Workers compensation acts and for claims from damages that may result from or arise out of Contractor's operations during construction; whether such operations be by Contractor or anyone directly or indirectly employed by Contractor. Contractor warrants that it currently carries the following insurance(s) and stated insurance(s) and coverage(s) are documented in the Contract Documents:
1.  Comprehensive General Liability Insurance with the following limits:
    - a) Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate
    - b) Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate
  2.  Worker's Compensation & Employers Liability with the following limits:
    - a) Each Accident - \$1,000,000
    - b) Disease - \$100,000/employee; \$500,000/policy limit
- State of Florida Workers Compensation Exemption

Contractor Initial \_\_\_\_\_

Page 4 of 9

Owner Initial \_\_\_\_\_

3.  Commercial Automobile Insurance with the following limits:

- a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident
- b) Property Damage - \$1,000,000/accident
- c) Personal Injury Protection (PIP) - \$10,000/person

5.2 Contractor shall not provide any form of bonding for this Work. Should Owner request any form of bond from Contractor that is not included in this Agreement or the Contract Documents, Owner shall pay the cost of those bonds in full.

#### **ARTICLE 6 – CHANGES IN THE WORK**

6.1 Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.

6.2 All Change Orders shall be made using AIAG701-2001 Change Order or similar form.

6.3 Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.

6.4 Approved Change Order(s) will be considered as an amendment and/or revision to this Agreement and/or the Contract Documents but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.

6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor. Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

#### **ARTICLE 7 – DEPOSITS**

7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.

7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.

7.3 Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be

Contractor Initial \_\_\_\_\_

Page 5 of 9

Owner Initial \_\_\_\_\_

scheduled, and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.

- Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- Owner shall provide Contractor with a deposit in the amount of \$ \_\_\_\_\_ of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.

#### **ARTICLE 8 – OWNER INSPECTION AND ACCEPTANCE**

- 8.1 As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor's completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.
- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor's expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work via photographic evidence and written documentation and provide this documentation to the Owner in a timely manner.
- 8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are noncompliant or under dispute thereof.

#### **ARTICLE 9 - PAYMENT**

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AIAG702-1992, Application and Certificate for Payment **OR** via other traditional invoicing methods.
- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month or 1.5%; whichever is greater, beginning 10 days after missed, late or partial payment. Owner shall be responsible for any costs related to attorneys' fees, court fees or other measures taken to collect on unpaid balances.

Contractor Initial \_\_\_\_\_

Page 6 of 9

Owner Initial \_\_\_\_\_

- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with reconignment, shipping, storage or return of those products.

#### **ARTICLE 10 – RELEASE OF LIENS**

- 10.1 Contractor reserves the right to lien on all real property where materials and/or labor are furnished in relation to this Agreement and/or the Contract Documents in the event of delayed payment, nonpayment or underpayment.
- 10.2 Contractor shall supply Owner with a partial lien wavier for all deposits and progress payments made to Contractor by Owner.
- 10.3 Contractor agrees to provide Owner with a final and full lien waiver within ten (10) days of receiving final payment from Owner.

#### **ARTICLE 11 – WARRANTIES**

- 11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.
- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.
- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions - such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s) and supplier(s) written guarantees and warranties covering equipment and materials furnished in this Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.
- 11.5 All warranties become null and void if the project is not paid for in full.

#### **ARTICLE 12 – DISPUTE RESOLUTION**

Contractor Initial \_\_\_\_\_

Page 7 of 9

Owner Initial \_\_\_\_\_



- 12.1 Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Leon County in the State of Florida or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Florida, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the aforesaid courts.
- 12.2 Subject to the limitations as otherwise set forth in this Agreement, if an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

**ARTICLE 13 – SEVERABILITY**

- 13.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

**ARTICLE 14 – MISCELLANEOUS ADDITIONS AND PROVISIONS**

- 14.1 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Contractor** also warrants, agrees to and/or acknowledges the following:
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- 14.2 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Owner** also warrants, agrees to and/or acknowledges the following:
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this the 4th day of December, 2023.

**CONTRACTOR:** Legacy Construction Services Group Inc.

**OWNER:** Cassidy Land Development

\_\_\_\_\_  
*(Signature of Contractor)*

\_\_\_\_\_  
*(Signature of Owner)*

**Name/Title:** Jason Davis, Sales Mgr.

**Name/Title:** Jillian Burns, GMS Admin

Contractor Initial \_\_\_\_\_

Owner Initial \_\_\_\_\_



Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

---

**Address of Contractor:**

Legacy Construction Services Group Inc.  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

**Address of Owner:**

Cassidy Land Development  
346 E Central Ave  
Winter Haven, FL 33880

Contractor Initial \_\_\_\_\_

Owner Initial \_\_\_\_\_





The Play & Recreation Experts

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

### Quote

<b>Date</b>	<b>Estimate #</b>
12/4/2023	19769

<b>Project Name</b>
Scenic Terrace South



**WE WILL BEAT ANY PRICE BY 5%!**

<b>Customer / Bill To</b>
Scenic Terrace CDD AttN; Jillian Burns 135 W. Central Blvd. Orlando, FL 33801

<b>Ship To</b>
5355 Bellflower Drive Haines City, FL 33844

Item	Description	Qty	Cost	Total:
	Supply and Install Dog Park, Playground and Pool amenities			
	<b>Dog Park:</b> 1. 2x 6ft benches with backs, in ground 2. 2x pet waste receptacles 3. 1x Novice Kit for equipment 4. 1x Double Dog Fido Fountain  <b>Playground:</b> 1. 2x 6ft benches w backs, in ground 2. 1x Ditch Plains equipment 3. 1x single bay swing with cant arm 4. 1x 30x30x12 Hip Shade over equipment 5. Loose rubber mulch surfacing, borders, ADA half ramp, area 40x56 6. 1x loop bike rack, SM 7. 10x10x8 Hip Shade 8. 1x 6ft rectangular picnic table, portable 9. 1x 32 gal receptacle  <b>Pool:</b> 1. 4x 32 gal receptacles with dome lids (shade direct with contractor)			

**AGREED AND ACCEPTED:**  
 If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Signature Name / Title Date

<b>Subtotal:</b>
<b>Sales Tax: (6.0%)</b>
<b>Total:</b>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



The Play & Recreation Experts

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

# Quote

Date	Estimate #
12/4/2023	19769

<b>Project Name</b>
Scenic Terrace South



<b>Customer / Bill To</b>
Scenic Terrace CDD AttN; Jillian Burns 135 W. Central Blvd. Orlando, FL 33801

<b>Ship To</b>
5355 Bellflower Drive Haines City, FL 33844



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Item	Description	Qty	Cost	Total:

<b>Subtotal:</b>
<b>Sales Tax: (6.0%)</b>
<b>Total:</b>

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8490 Cabin Hill Road  
Tallahassee, FL 32311

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<b>Date</b>	<b>Estimate #</b>
12/4/2023	19769

<b>Project Name</b>
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Scenic Terrace CDD AttN; Jillian Burns 135 W. Central Blvd. Orlando, FL 33801

<b>Ship To</b>
5355 Bellflower Drive Haines City, FL 33844

Item	Description	Qty	Cost	Total:
	<b>**PLAY EQUIPMENT**</b>			
QS-23-PKP010N	Ditch Plains - Neutral	1	14,879.00	14,879.00
QS-23-PSW110...	1 Bay 1 Cantilever - Frame w/ Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package	1	1,279.00	1,279.00
CLR	Colors: green			0.00
Shipping	Combined Shipping and Freight Charges	1	2,946.00	2,946.00
	<b>**SHADE**</b>			
22-SD303012SG	12' Height -SURFACE MOUNT - WITH GLIDE-SQUARE	1	13,295.07	13,295.07
22-SD101008IG	8' Height -INGROUND - WITH GLIDE- SQUARE	1	4,503.98	4,503.98
CLR	Colors: brown frame, forest green fabric			0.00
ENGDRAW	Engineered Drawings for Permitting	2	840.00	1,680.00
Shipping	Combined Shipping and Freight Charges	1	2,470.00	2,470.00
	<b>**SITE FURNISHINGS**</b>			
22-T6UL	6' UltraLeisureRectangular Portable Table	1	1,181.33	1,181.33
22-B6WBULS	6' UltraLeisureStandard Bench with Back, In-Ground Mount	4	643.2875	2,573.15
22-TR32UL	32 UltraLeisureGallon Regal Standard Trash Receptacle, comes with flat lid and liner	5	806.734	4,033.67
22-MSBR3-SM	Wave Bike Rack, 3-Hump, Surface Mount	1	858.62	858.62

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\_\_\_\_\_  
Signature Name / Title Date

**Subtotal:**

**Sales Tax: (6.0%)**

**Total:**

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The Play & Recreation Experts

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

**Quote**

<b>Date</b>	<b>Estimate #</b>
12/4/2023	19769

<b>Project Name</b>
Scenic Terrace South



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<b>Customer / Bill To</b>
Scenic Terrace CDD AttN; Jillian Burns 135 W. Central Blvd. Orlando, FL 33801

<b>Ship To</b>
5355 Bellflower Drive Haines City, FL 33844

Item	Description	Qty	Cost	Total:
CLR	Colors: black frame and green coatings, bike rack to be green			0.00
22-DOME32 BL...	Plastic Dome Top for 32 Gallon Receptacles - Black Color	5	214.508	1,072.54
CPE	CABLE-HDWE- cable for TR lids	15	12.83133	192.47
Shipping	Combined Shipping and Freight Charges	1	1,560.48	1,560.48
	<b>**SURFACING MATERIALS**</b>			
RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	18	367.20	6,609.60
22-2BY2408	8" Border Timber With Spike	48	29.00	1,392.00
22-2BY2FMR08	ADA Half Ramp Flush Mount 8"	1	399.00	399.00
Shipping	Combined Shipping and Freight Charges	1	2,880.00	2,880.00
	<b>**DOG PARK**</b>			
22-BARK-NVKIT	NOVICE BARKPARK KIT, 4 PIECES	1	4,861.67	4,861.67
CLR	Colors: neutral			0.00
22-PBARK-406	DOUBLE SIDE FIDO FOUNTAIN (green)	1	5,390.53	5,390.53
22-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color green)	2	584.705	1,169.41
Shipping	Combined Shipping and Freight Charges	1	1,559.75	1,559.75
	<b>**LABOR, MATERIALS, INSTALLATION**</b>			

<b>Subtotal:</b>
<b>Sales Tax: (6.0%)</b>
<b>Total:</b>

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Signature Name / Title Date

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Date	Estimate #
12/4/2023	19769

Project Name
Scenic Terrace South



Customer / Bill To
Scenic Terrace CDD AttN; Jillian Burns 135 W. Central Blvd. Orlando, FL 33801

Ship To
5355 Bellflower Drive Haines City, FL 33844

**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
LBR	Labor and Installation play equipment, playground shades, site furnishings, borders and surfacing, dog park	1	34,821.85	34,821.85
FBLOCK	Footer Blocks	60	2.00	120.00
RMC	Ready Mix Concrete 2500 PSI MIN	20	195.00	3,900.00
22-CONPUMP	Concrete Pumping Services, Basic, 4 Hr	1	795.00	795.00
RBAR5	No. 5 Rebar	800	1.25	1,000.00
CC80	Concrete for Anchoring - Delivered Cost	75	8.40	630.00
GFAB	Weed Barrier	1,500	0.20	300.00
LPIN	Landscape pins for securing underlayment	2	55.00	110.00
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	2,000.00	2,000.00

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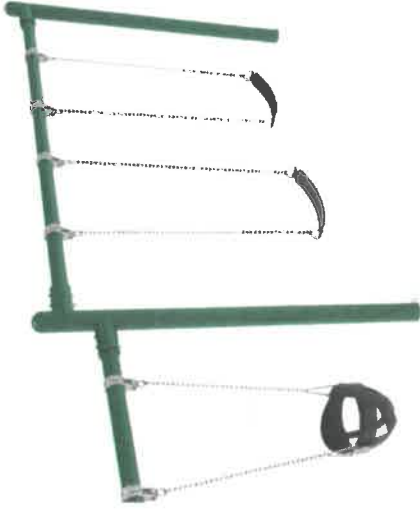
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Signature Name / Title Date

<b>Subtotal:</b>	\$120,464.12
<b>Sales Tax: (6.0%)</b>	\$0.00
<b>Total:</b>	<u>\$120,464.12</u>

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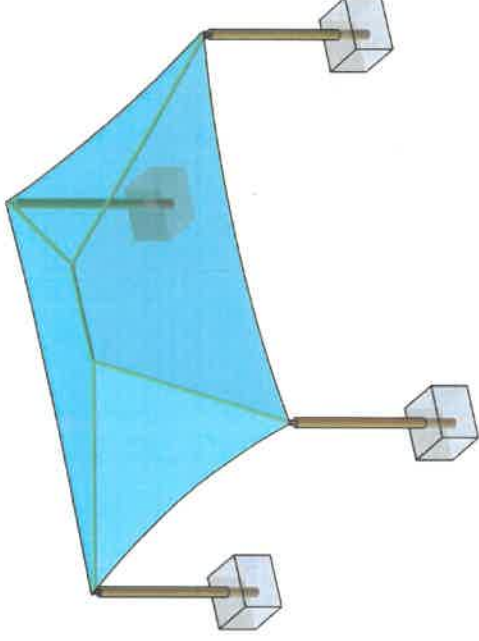
**BAY- 1 CANTILEVER  
ANGLE POST SWING**

SKU: PSW110  
Quantity: 1



**30' X 30' X 12' HIP SHADE  
STRUCTURE**

Quantity: 1  
Entry Height: 12'



**6' STANDARD  
BACK**  
SKU: B6WBR  
Quantity: 2



**RECTANGLE PICNIC TABLE**

Quantity: 1

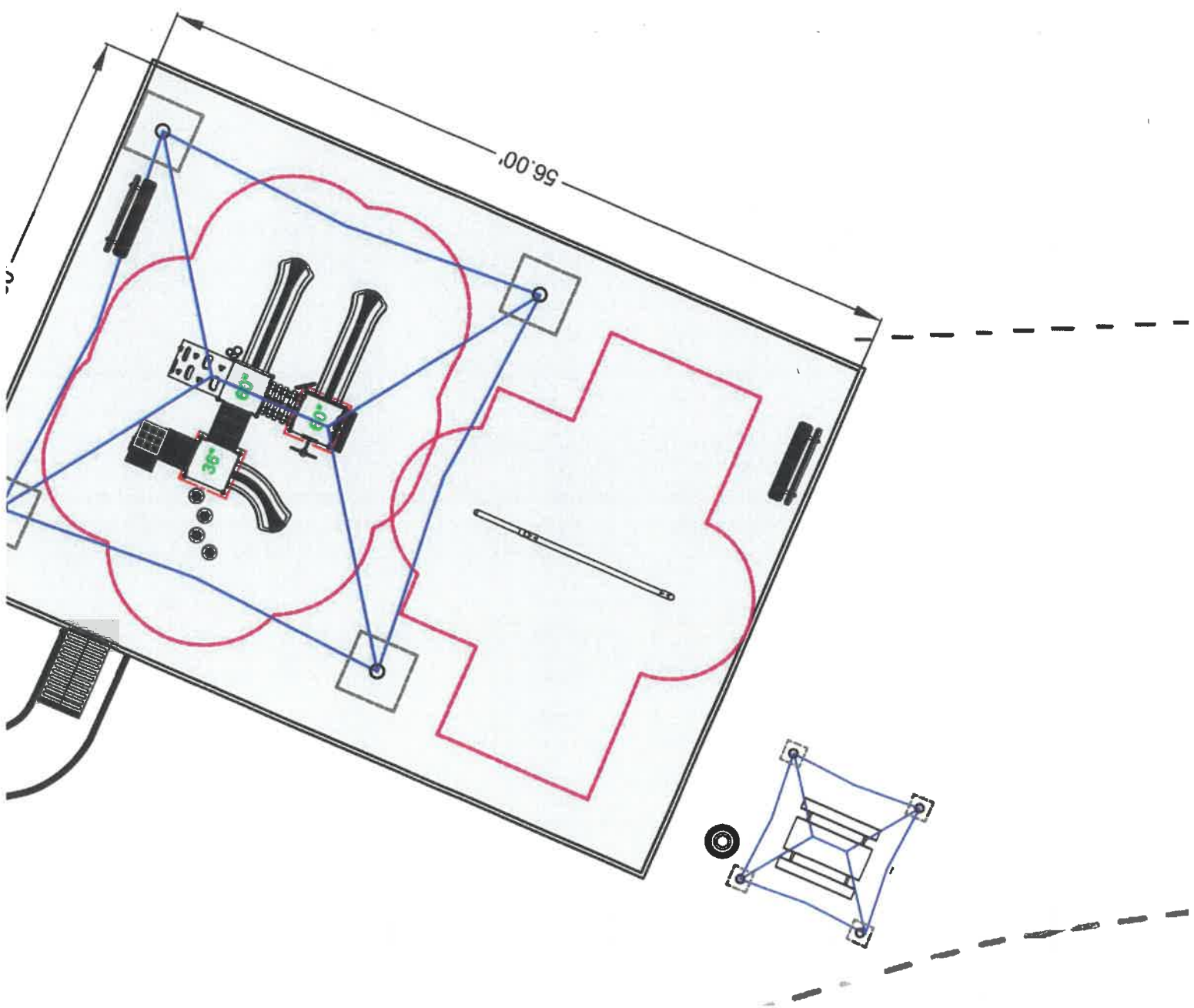
**3 HUMP WAVE BIKE RACK**

Quantity: 1

**32-GAL EXP  
STANDARD T  
RECEPTACLE**  
Quantity: 1

Quantity: 1

179



**PET WASTE STATION**

Model: PBARK-490

Quantity: 2



**6' STANDARD BENCH**

SKU: B6WBRC5

Quantity: 2



**ABLE**

PBARK-420

1

**ROVER JUMP OVER**

Model: PBARK-450

Quantity: 1

**HOOP JUMP**

Model: TBARK-430

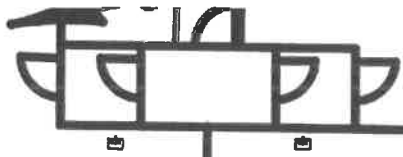
Quantity: 1

**DOGGIE CRAWL**

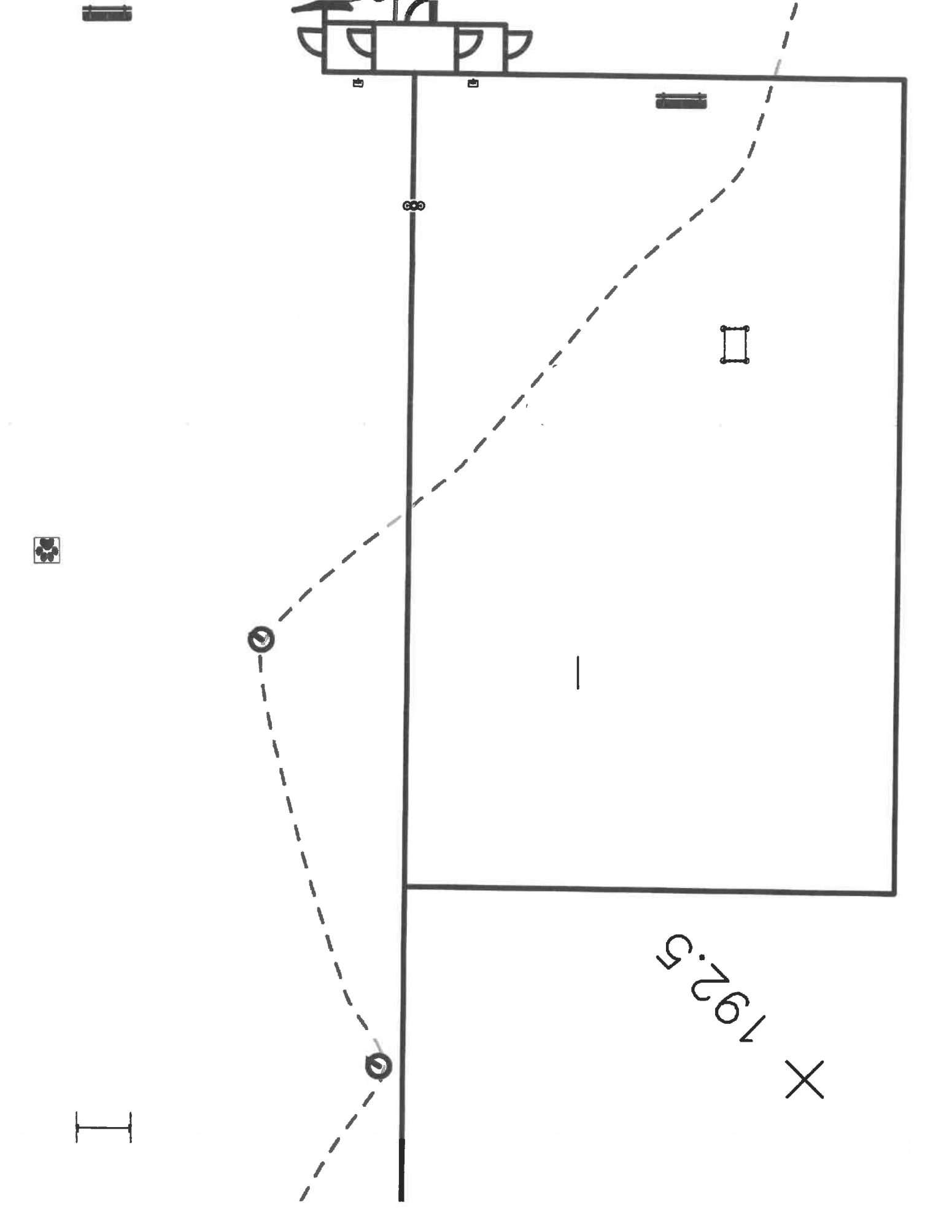
Model: PBARK-49

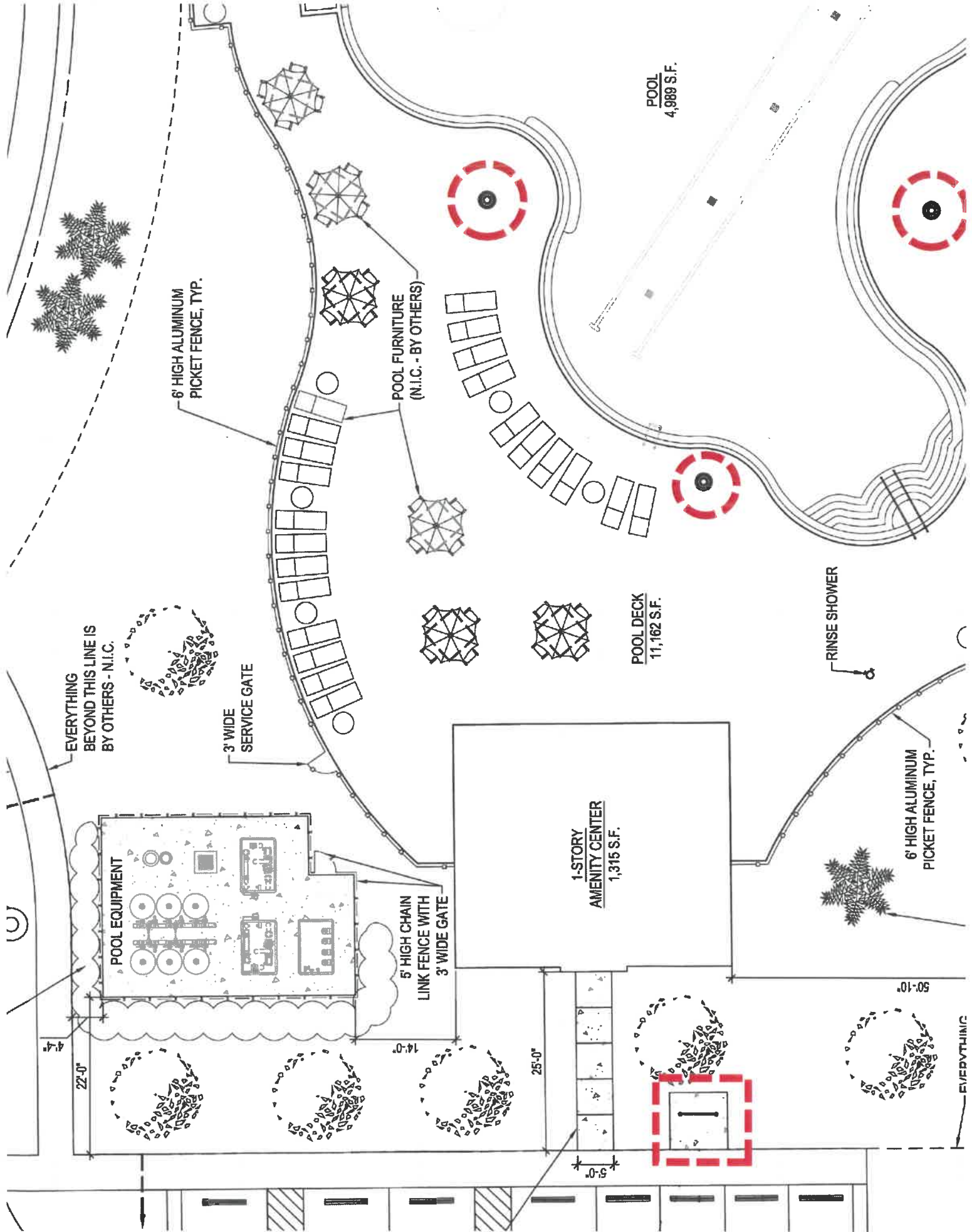
Quantity: 1





192.5







The Play & Recreation Experts

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

# Invoice

Due Date	P.O. No.
1/3/2024	

Date	Invoice #
12/4/2023	4176
Terms	Project
Net 30	Scenic Terrace South

**Bill To**  
Scenic Terrace CDD  
Attn: Jillian Burns  
135 W. Central Blvd.  
Orlando, FL 33801



Qty	Item	Description	Amount
1	DEP	Required 50% deposit for project.	60,232.06

<b>Subtotal:</b>	\$60,232.06
<b>Sales Tax: (6.0%)</b>	\$0.00
<b>Balance Due:</b>	\$60,232.06
<b>Credits:</b>	\$0.00
<b>Balance Due:</b>	<u>\$60,232.06</u>

patio 2000 inc.  
13655 belcher rd south  
largo fl 33771  
727-531-2260

# Estimate

Number scenic

Date 8/9/2023

## Bill To

scenic terrace cdd  
219 e.livingston st  
orlando, fl, 32801  
phillip 407-808-4464

## Ship To

scenic terrace ammenity

PO Number	Terms	Customer #	Ship	Via	Project
			deliver	our truck	

Item #	Description	Quantity	Price Each	Tax1	Amount
AP-RD-42HFU	42" poly table	2	\$474.59		\$949.18
AP-RD-20HF	20" poly table	12	\$139.27		\$1,671.24
D-750	lb diamond chair	8	\$143.22		\$1,145.76
L-716-7	armless 16" chaise	34	\$295.77		\$10,056.18
DEL	deliver and set up	1	\$300.00		\$300.00
	granite frames		\$0.00		\$0.00
	#918 madras tweed surf		\$0.00		\$0.00

Amount Paid \$0.00

Amount Due \$14,122.36

Discount \$0.00

Shipping Cost \$0.00

Sub Total \$14,122.36

Sales Tax 7.00% on \$0.00 \$0.00

Total \$14,122.36

**EXHIBIT B**

**ACCEPTANCE CERTIFICATE**

**HNB Property, LLC**

444 Omaha Street

Lake Hamilton, Florida 33851

Re: Schedule of Property No. 1, dated December 20, 2023, to Pool Furniture and Playground Equipment Lease/Purchase Agreement, dated as of December 20, 2023, between HNB Property, LLC, as Lessor, and the Scenic Terrace South Community Development District, as Lessee.

Ladies and Gentlemen:

In accordance with the Pool Furniture and Playground Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: December 20, 2023

LESSEE:

Scenic Terrace South Community Development  
District

By \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT C**

**CERTIFICATE**

The undersigned, a duly elected Chairman of the Board of Supervisors of the Scenic Terrace South Community Development District, certified as follows:

- A. The following listed persons are duly elected and acting officials of the
- B. Scenic Terrace South Community Development District, as Lessee (the “Officials”) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof.

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Pool Furniture and Playground Equipment Lease/Purchase Agreement dated as of December 20, 2023 and the Schedule(s) thereunder and all future Schedule(s) (the “Agreements”) by and between Lessee and HNB Property, LLC, and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

The signer of this Certificate cannot be listed above as authorized to execute the Agreements.

# SECTION VIII

**RESOLUTION 2024-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$2,195,000 SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (SERIES 2023 PROJECT); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Scenic Terrace South Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in the Town of Lake Hamilton, Florida; and

**WHEREAS**, the District previously adopted Resolution No. 2022-26 and Resolution No. 2023-16 on October 13, 2021 and August 16, 2023, respectively (collectively, the “**Bond Resolution**”), authorizing the issuance of \$2,195,000 Scenic Terrace South Community Development District Special Assessment Bonds, Series 2023 (Series 2023 Project) (the “**Series 2023 Bonds**”), for the purpose of financing a portion of the acquisition and/or construction of the District’s “Series 2023 Project”; and

**WHEREAS**, the District closed on the issuance of the Series 2023 Bonds on November 29, 2023; and

**WHEREAS**, as prerequisites to the issuance of the Series 2023 Bonds, the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District staff including the District Manager, District Financial Advisor, District Counsel and Bond Counsel (the “**District Staff**”) were required to execute and deliver various documents (the “**Closing Documents**”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District Staff in closing on the issuance of the Series 2023 Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The issuance of the Series 2023 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.



**SECTION 2.** The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2023 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of December 2023.

ATTEST:

**SCENIC TERRACE SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

# SECTION IX

Upon recording, this instrument should be returned to:

Scenic Terrace South Community Development District  
c/o Governmental Management Services  
Central Florida, LLC  
219 E. Livingston St.  
Orlando, Florida 32801

**DISCLOSURE OF  
PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

**Board of Supervisors<sup>1</sup>**

**Scenic Terrace South Community Development District**

Warren K. (Rennie) Heath II  
Chairperson

Daniel Arnette  
Assistant Secretary

Lauren Schwenk  
Vice Chairperson

Chuck Cavaretta  
Assistant Secretary

Patricia Hudson  
Assistant Secretary

Governmental Management Services – Central Florida, LLC  
District Manager  
219 E. Livingston St.  
Orlando, Florida 32801  
(407) 841-5524

*District records are on file at the offices of Governmental Management Services – Central Florida, LLC, located at 219 E. Livingston St., Orlando, Florida 32801, and are available for public inspection upon request during normal business hours.*

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<sup>1</sup> This list reflects the composition of the Board of Supervisors as of December 20, 2023. For a current list of Board Members, please contact the District Manager's office.

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# SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT

## INTRODUCTION

The Scenic Terrace South Community Development District (“**District**” or “**CDD**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance of roadways, utilities, earthwork, stormwater management, landscape, irrigation, entry features, street lighting, underground electric, conservation and mitigation, an amenity facility, and other related public infrastructure.

**DISCLOSURE OF  
PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Scenic Terrace South Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

**What is the District and how is it governed?**

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “**Act**”), and established by Ordinance No. O-21-19, enacted by the Town Council of the Town of Lake Hamilton, which was adopted on October 5, 2021, as amended by Ordinance No. O-23-05, effective May 2, 2023. The District encompasses approximately 211.113 acres of land, more or less, located within the Town of Lake Hamilton, Florida (the “**Town**”), Polk County, Florida (the “**County**”). As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when six (6) years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Polk County (“**County**”). Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State’s ethics laws.

**What infrastructure improvements does the District provide  
and how are the improvements funded?**

The District is comprised of approximately 211.113 acres of land located entirely within the Town. The legal description of the lands encompassed within the District is attached hereto as Exhibit “A.” The public infrastructure necessary to support the District’s development program includes, but is not limited to stormwater management facilities, public roadways, water and wastewater facilities, off-site improvement, amenities and parks, electric utilities and lighting, entry feature, and other improvements authorized by Chapter 190, Florida Statutes. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted the *Scenic Terrace South Community Development District Engineer’s Report-Amended and Restated*, dated August 31, 2023, which details all of the improvements contemplated for the completion of the infrastructure of the District (the “**Engineer’s Report**” and the improvements described therein, the “**Capital Improvement Plan**” or “**CIP**”). Copies of the Engineer’s Report are available for review in the District’s public records.

These public infrastructure improvements have been and will be funded by the District’s sale of bonds. On January 3, 2022, the Circuit Court for the Tenth Judicial Circuit, in and for Polk County in Case No. 53-2021CA-002957000000, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$42,000,000 in Special Assessment Bonds for infrastructure needs of the District.

On April 6, 2022, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for a portion of the Capital Improvement Plan described as Phase 1, Phase 2, and Phase 3 (the “**Series 2022 Project**”). On that date, the District issued its Scenic Terrace South Community Development District Special Assessment Bonds, Series 2023, in the principal amount of \$22,350,000 (the “**Series 2022 Bonds**”).

On October 20, 2023, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for a portion of the Capital Improvement Plan described as Phase 4 (the “**Series 2023 Project**”). On that date, the District issued its Scenic Terrace South Community Development District Special Assessment Bonds, Series 2023, in the principal amount of \$2,195,000 (the “**Series 2023 Bonds**” and together with the Series 2022 Bonds, the “**Bonds**”).

**Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curbs, gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District’s stormwater treatment systems are regulated by the Town, County, and SWFWMD.

## **Public Roadways**

The proposed public roadway sections include a 24-foot roadway consisting of asphalt and Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets. The proposed roadways will also require signage and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications.

## **Water and Wastewater Facilities**

A potable drinking water system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The water service provider will be the Town of Lake Hamilton or Haines City Public Utilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. Three lift stations are anticipated for this CIP. Flow from the lift stations shall be connected to a proposed force main that will pump to an existing force main that will connect to the Town's or Haines City's wastewater treatment facility.

## **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrances. The site construction activities associated with the CIP are anticipated to be completed in the next two to three years. Upon completion of each phase, the improvements will be through the required inspections as well as final certifications of completions will be obtained from SWFWMD, Polk County Health Department (water distribution system), FDEP (wastewater collection), Town of Lake Hamilton Public Utilities, and Polk County.

## **Public Amenities and Parks**

The District will provide funding for an amenity center to include the following: parking areas, pavilion with restroom facilities, pool, all-purpose playfields, and walking trails between the phases and villages to provide connectivity to the various amenity centers within the District. In addition, there will be passive parks throughout the development, which will include benches and walking trails.



## **Electric Utilities and Lighting**

The electric distribution system throughout the District is currently planned to be underground. The District presently intends to fund and construct the incremental cost of undergrounding of the electric conduits, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be maintained by Duke Energy.

## **Landscaping and Irrigation**

The well and irrigation water mains for the development's various phases will be constructed and acquired by the District funds and operated and maintained by the District. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the District. Perimeter fencing will be provided at the site entrances and perimeters.

## **Assessments, Fees and Charges**

A portion of the master infrastructure improvements of the Capital Improvement Plan will be financed by the District from the proceeds of the sale of its Bonds, in one or more series. The amortization schedules for the Bonds are available in the District's public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District's *Master Assessment Methodology*, dated October 13, 2021, as supplemented by the *Supplemental Assessment Methodology*, dated March 16, 2022, and amended by the *Amended and Restated Master Assessment Methodology*, dated May 17, 2023, and further supplemented by the *Supplemental Assessment Methodology for Series 2023 Bonds*, dated October 4, 2023 (together, the "**Assessment Report**"), are available for review in the District's public records.

The Series 2022 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Series 2022 Project (the "**Series 2022 Special Assessments**"). The Series 2022 Special Assessments will be levied initially on approximately 188.33 acres of land, more or less, located within the District, which are planned for 744 single-family homes. The Series 2022 Special Assessments are typically billed in the same manner as are County ad valorem taxes, but may be billed directly by the District. The Series 2022 Special Assessments are levied in accordance with the District's Assessment Report and represent an allocation of the costs of the Series 2022 Project to those lands within the District benefiting from the Series 2022 Project.

The Series 2023 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Series 2023 Project (the "**Series 2023 Special Assessments**" and together with the Series 2022 Special Assessments, the "**Debt Special Assessments**"). The Series 2023 Special Assessments will be levied initially on approximately 20.271 acres of land, more or less, located within the District, which are planned for 99 single-family homes. The Series 2023 Special Assessments are

typically billed in the same manner as are County ad valorem taxes, but may be billed directly by the District. The Series 2023 Special Assessments are levied in accordance with the District's Assessment Report and represent an allocation of the costs of the Series 2023 Project to those lands within the District benefiting from the Series 2023 Project.

The Debt Special Assessments described above exclude any operations and maintenance assessments (“**O&M Assessments**”), which may be determined and calculated annually by the District's Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

### **Method of Collection**

The District's Debt Special Assessments and/or O&M Assessments may appear on that portion of the annual Polk County Tax Notice entitled “non-ad valorem assessments,” and will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. **As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.**

This description of the Scenic Terrace South Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Scenic Terrace South Community Development District, 219 E. Livingston St., Orlando, Florida 32801 or call (407) 841-5524.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public

should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

**IN WITNESS WHEREOF**, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been approved and executed as of the 20<sup>th</sup> day of December 2023, and recorded in the Official Records of Polk County, Florida.

**SCENIC TERRACE SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Warren K. (Rennie) Heath II  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of December 2023, by Warren K. (Rennie) Heath II, as Chairperson of the Board of Supervisors of the Scenic Terrace South Community Development District.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Exhibit "A"**  
**Legal Description of the District**

A PORTION OF LAND LYING IN SECTION 9 AND 10, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 9, THENCE RUN SOUTH 00°36'52" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 FOR A DISTANCE OF 1371.46 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°23'08" EAST FOR A DISTANCE OF 37.81 FEET TO THE POINT OF BEGINNING; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTH RIGHT OF WAY LINE OF WHITE CLAY PIT ROAD, AS RECORDED IN MAP BOOK 2, PAGES 146 THROUGH 156, PUBLIC RECORDS OF POLK COUNTY FLORIDA: NORTH 69°21'25" EAST, 47.30 FEET; SOUTH 89°17'17" EAST, 1240.44 FEET; NORTH 89°45'07" EAST, 1310.06 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DETOUR ROAD, AS RECORDED IN MAP BOOK 1, PAGES 14 THROUGH 17, AFORESAID PUBLIC RECORDS OF POLK COUNTY FLORIDA; THENCE RUN SOUTH 00°40'51" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 641.71 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 10; THENCE RUN NORTH 89°18'18" EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE SOUTH LINE OF QUAIL RIDGE POINTE, AS RECORDED IN PLAT BOOK 107, PAGE 44, SAID PUBLIC RECORDS FOR A DISTANCE OF 1336.30 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE SOUTHEAST CORNER OF SAID QUAIL RIDGE POINTE; THENCE RUN SOUTH 00°31'31" EAST ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 692.63 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HUGHES ROAD, RECORDED IN MAP BOOK 9, PAGES 12 THROUGH 30, SAID PUBLIC RECORDS; THENCE RUN NORTH 87°44' 17" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 400.19 FEET TO A POINT ON THE EAST LINE OF THE WEST 400 FEET OF THE NORTH 990 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, AS RECORDED IN OFFICIAL RECORDS BOOK 10582, PAGE 184, SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°30'19" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 975.04 FEET TO THE SOUTHEAST CORNER OF SAID WEST 400 FEET OF THE NORTH 990 FEET; THENCE RUN SOUTH 89°13' 41" WEST ALONG THE SOUTH LINE OF SAID WEST 400 FEET OF THE NORTH 990 FEET FOR A DISTANCE OF 400.00 FEET TO THE SOUTHEAST CORNER OF SAID WEST 400 FEET OF THE NORTH 990 FEET ALSO BEING A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN NORTH 00°30'19" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 330.07 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10;

THENCE RUN SOUTH 89°13'27" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 1299.58 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AFORESAID DETOUR ROAD; THENCE RUN NORTH 00°57'39" WEST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 645.08 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID HUGHES ROAD; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE: SOUTH 89°17'27" WEST, 54.09 FEET; NORTH 88°08'19" WEST, 78.74 FEET; SOUTH 89°27'54" WEST, 100.02 FEET; NORTH 88°48'59" WEST, 300.01 FEET; NORTH 89°57'44" WEST, 100.00 FEET; NORTH 88°48'59" WEST, 100.00 FEET; NORTH 89°23'21" WEST, 300.00 FEET; NORTH 88°48'59" WEST, 200.01 FEET; NORTH 88°51'54" WEST, 109.31 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 9; THENCE RUN SOUTH 00°34'36" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 1318.27 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN NORTH 89°44'40" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 1351.96 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE ROAD 17 AS SHOWN ON FDOT RIGHT OF WAY MAP SECTION NO. 5029-RD (8), AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 00°33'34" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 658.71 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN NORTH 89°39'18" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 589.98 FEET TO A POINT ON THE EAST LINE OF THE DUKE ENERGY PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 2209, PAGE 0597, SAID PUBLIC RECORDS; THENCE RUN NORTH 03°05'06" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1963.50 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF HUGHES ROAD; THENCE DEPARTING SAID EAST LINE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE: SOUTH 89°30'32" EAST, 49.40 FEET; NORTH 00°39'47" EAST, 6.80 FEET; SOUTH 89°44'17" EAST, 100.00 FEET; SOUTH 89°30'32" EAST, 100.00 FEET; SOUTH 89°37'24" EAST, 100.00 FEET; SOUTH 89°03'02" EAST, 100.00 FEET; SOUTH 89°54'36" EAST, 100.00 FEET; SOUTH 86°11'47" EAST, 110.29 FEET; SOUTH 87°23'20" EAST, 83.13 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AFORESAID STATE ROAD 17; THENCE RUN NORTH 00°33'34" WEST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 1314.71 FEET TO THE POINT OF BEGINNING.

ADDITIONALLY: THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WEST OF DETOUR ROAD, ACCORDING TO THE POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF DETOUR ROAD, RECORDED IN MAP BOOK 1, PAGES 14 THROUGH 17 OF THE PUBLIC RECORDS OF POLK COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 9, RUN THENCE ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4, S.00°36'53"E., A DISTANCE OF 1332.66 FEET TO THE SOUTH BOUNDARY OF THE NORTH 1/2 OF

SAID NORTHEAST 1/4; THENCE ALONG SAID SOUTH BOUNDARY, S.89°55'02"E., A DISTANCE OF 1983.73 FEET TO THE SOUTHWEST CORNER OF AFORESAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 FOR A POINT OF BEGINNING; THENCE ALONG THE WEST BOUNDARY THEREOF, N.00°35'14"W., A DISTANCE OF 668.36 FEET TO THE NORTH BOUNDARY THEREOF; THENCE ALONG SAID NORTH BOUNDARY, S.89°58'33"E., A DISTANCE OF 646.51 FEET TO THE WEST MAINTAINED RIGHT OF WAY OF AFORESAID DETOUR ROAD; THENCE ALONG SAID WEST MAINTAINED RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES: 1) S.00°17'29"E., A DISTANCE OF 232.78 FEET; 2) S.00°34'41"E., A DISTANCE OF 200.00 FEET; 3) S.00°51'52"E., A DISTANCE OF 200.00 FEET; 4) S.00°00'18"E., A DISTANCE OF 36.24 FEET TO AFORESAID SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTHEAST 1/4; THENCE ALONG SAID SOUTH BOUNDARY, N.89°55'02"W., A DISTANCE OF 645.88 FEET TO THE POINT OF BEGINNING. CONTAINING 9.911 ACRES, MORE OR LESS.

CONTAINING 206.541 ACRES, MORE OR LESS.

ADDITIONALLY:

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 9, RUN THENCE ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4, S.00°36'53"E., A DISTANCE OF 1332.66 FEET TO THE SOUTH BOUNDARY OF THE NORTH 1/2 OF SAID NORTHEAST 1/4; THENCE ALONG SAID SOUTH BOUNDARY, S.89°55'02"E., A DISTANCE OF 661.24 FEET TO THE SOUTHWEST CORNER OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A POINT OF BEGINNING; THENCE ALONG THE WEST BOUNDARY THEREOF, N.00°36'20"W., A DISTANCE OF 667.01 FEET TO THE SOUTH BOUNDARY OF THE NORTH 1/4 OF SAID NORTHEAST 1/4; THENCE ALONG SAID SOUTH BOUNDARY, S.89°58'33"E., A DISTANCE OF 1322.68 FEET TO THE EAST BOUNDARY OF AFORESAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE ALONG THE EAST BOUNDARY THEREOF, S.00°35'14"E., A DISTANCE OF 668.36 FEET TO AFORESAID SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTHEAST 1/4; THENCE ALONG SAID SOUTH BOUNDARY, N.89°55'02"W., A DISTANCE OF 1322.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.271 ACRES, MORE OR LESS.

LESS DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, N.89°44'40"W., A DISTANCE OF 1285.95 FEET TO THE EAST RIGHT-OF-WAY OF SCENIC HIGHWAY, ALSO KNOWN AS STATE ROAD 17 PER THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 5029-RD (8); THENCE ALONG SAID EAST RIGHT-OF-WAY, N.00°33'34"W., A DISTANCE OF 449.46 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY, N.89°25'24"E., A DISTANCE OF 530.68 FEET; THENCE N.00°34'36"W., A DISTANCE OF 10.00 FEET; THENCE N.89°25'24"E., A DISTANCE OF 555.00 FEET; THENCE S.00°34'36"E., A DISTANCE OF 85.00 FEET; THENCE N.89°25'24"E., A DISTANCE OF 200.00 FEET TO THE EAST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9; THENCE ALONG SAID EAST BOUNDARY, S.00°34'36"E., A DISTANCE OF 393.14 FEET TO THE POINT OF BEGINNING. CONTAINING 13.325 ACRES, MORE OR LESS.

LESS DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 9, RUN THENCE ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4, S.00°36'53"E., A DISTANCE OF 1360.11 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N.89°23'07"E., A DISTANCE OF 36.64 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF SCENIC HIGHWAY (STATE ROAD 17), ACCORDING TO THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, PROJ. 5209-RD.(8), AND THE SOUTHERLY MAINTAINED RIGHT OF WAY OF WHITE CLAY PIT ROAD, ACCORDING TO THE POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF WHITE CLAY PIT ROAD, RECORDED IN MAP BOOK 2, PAGES 146 THROUGH 156 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES: 1) N.87°19'06"E., A DISTANCE OF 63.17 FEET; 2) S.89°25'57"E., A DISTANCE OF 100.00 FEET; 3) S.88°58'27"E., A DISTANCE OF 200.01 FEET; 4) S.89°32'50"E., A DISTANCE OF 152.32 FEET; THENCE DEPARTING SAID SOUTHERLY MAINTAINED RIGHT OF WAY, S.00°43'13"W., A DISTANCE OF 196.22 FEET; THENCE S.89°24'09"W., A DISTANCE OF 204.98 FEET; THENCE N.00°35'51"W., A DISTANCE OF 10.00 FEET; THENCE S.89°24'09"W., A DISTANCE OF 174.65 FEET; THENCE S.00°35'51"E., A DISTANCE OF 22.50 FEET; THENCE S.89°24'09"W., A DISTANCE OF 131.23 FEET TO AFORESAID EASTERLY RIGHT OF WAY OF SCENIC HIGHWAY (STATE ROAD 17); THENCE ALONG SAID EASTERLY RIGHT OF WAY, N.00°35'07"W., A DISTANCE OF 216.86 FEET TO THE POINT OF BEGINNING. CONTAINING 2.374 ACRES, MORE OR LESS.

ALTOGETHER CONTAINING 211.113 ACRES, MORE OR LESS.



# SECTION X

# **REBATE REPORT**

**\$22,350,000**

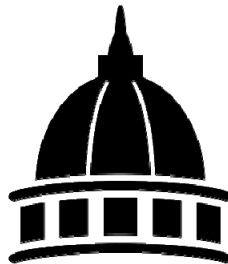
**Scenic Terrace South Community Development District  
(Town of Lake Hailton, Florida)**

**Special Assessment Bonds, Series 2022  
(Series 200 Project)**

**Dated: April 6, 2022  
Delivered: April 6, 2022**

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**Rebate Report to the Computation Date  
April 6, 2025  
Reflecting Activity To  
September 30, 2023**



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**AMTEC**

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# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
(T) 860-321-7521  
(F) 860-321-7581

[www.amteccorp.com](http://www.amteccorp.com)

October 19, 2023

Scenic Terrace South Community Development District  
c/o Ms. Katie Costa  
Director of Operations – Accounting Division  
Government Management Services – CF, LLC  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Re: \$22,350,000 Scenic Terrace South Community Development District (Town of Lake Hamilton, Florida) Special Assessment Bonds, Series 2022 (Series 2022 Project)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the Scenic Terrace South Community Development District (the “District”).

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of March 31, 2024. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Trong M. Tran  
Assistant Vice President

## SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the April 6, 2025 Computation Date  
Reflecting Activity from April 6, 2022 through September 30, 2023

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	1.363492%	119,105.18	(311,274.48)
Escrow Subaccount	1.973999%	21,126.59	(30,695.55)
Debt Service Reserve Fund	3.161176%	63,792.75	(30,791.46)
Capitalized Interest Fund	2.061876%	17,749.63	(23,810.38)
Costs of Issuance Account	1.205155%	19.69	(61.19)
<b>Totals</b>	<b>1.746530%</b>	<b>\$221,793.84</b>	<b>\$(396,633.06)</b>
<b>Bond Yield</b>	<b>4.554540%</b>		
Rebate Computation Credit			(2,144.73)
<b>Net Rebatable Arbitrage</b>			<b>\$(398,777.79)</b>

**Based upon our computations, no rebate liability exists.**

# SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

## COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from April 6, 2022, the date of the closing, to September 30, 2023, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of April 6, 2025.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between April 6, 2022 and September 30, 2023, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12<sup>th</sup> of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

6. In accordance with Page C-1 of the Arbitrage and Tax Certificate, Exhibit C (Arbitrage Rebate Covenants) the first (initial) Computation Date must be within 60 days of the end of the third Bond Year. After the first required payment date (Computation Date) the District must consistently treat either the last day of each Bond Year or the last day of each fifth Bond Year as the (subsequent) Computation Date(s). Therefore, for purposes of the arbitrage calculation, the first Computation Date is April 6, 2025.

## DEFINITIONS

### 7. Computation Date

April 6, 2025.

## 8. Computation Period

The period beginning on April 6, 2022, the date of the closing, and ending on September 30, 2023.

## 9. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

## 10. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

## 11. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

## 12. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

## 13. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

## 14. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

<b>Funds / Accounts</b>	<b>Account Number</b>
Revenue Account	230173000
Interest Fund	230173001
Sinking Fund Account	230173002
Debt Service Reserve Fund	230173003
Prepayment Account	230173004
Acquisition & Construction Fund	230173005
Escrow Subaccount	230173006
Costs of Issuance Account	230173007

## **METHODOLOGY**

### **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

### **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage, as of September 30, 2023, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to April 6, 2025. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on April 6, 2025, is the Rebatable Arbitrage.



**\$22,350,000**  
**Scenic Terrace South Community Development District**  
**(Town of Lake Hamilton, Florida)**  
**Special Assessment Bonds, Series 2022**  
**(Series 2022 Project)**  
**Delivered: April 6, 2022**

<b>Sources of Funds</b>	
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<b>Par Amount</b>	<b>\$22,350,000.00</b>
<b>Total</b>	<b>\$22,350,000.00</b>

<b>Uses of Funds</b>	
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<b>Acquisition &amp; Construction Fund</b>	<b>\$17,920,128.03</b>
<b>Escrow Subaccount</b>	<b>1,320,000.00</b>
<b>Debt Service Reserve Fund</b>	<b>1,368,496.88</b>
<b>Capitalized Interest Fund</b>	<b>1,069,050.09</b>
<b>Costs of Issuance Account</b>	<b>225,325.00</b>
<b>Underwriter's Discount</b>	<b>447,000.00</b>
<b>Total</b>	<b>\$22,350,000.00</b>

## PROOF OF ARBITRAGE YIELD

\$22,350,000  
 Scenic Terrace South Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2022  
 (Series 2022 Project)

Date	Debt Service	Present Value to 04/06/2022 @ 4.5454000786%
11/01/2022	569,234.46	554,850.45
05/01/2023	499,815.63	476,359.55
11/01/2023	499,815.63	465,773.90
05/01/2024	874,815.63	797,117.11
11/01/2024	492,784.38	439,038.70
05/01/2025	882,784.38	769,025.59
11/01/2025	485,471.88	413,514.28
05/01/2026	890,471.88	741,629.37
11/01/2026	477,878.13	389,156.37
05/01/2027	897,878.13	714,931.87
11/01/2027	470,003.13	365,921.81
05/01/2028	905,003.13	688,934.45
11/01/2028	461,031.25	343,161.43
05/01/2029	916,031.25	666,681.91
11/01/2029	451,646.88	321,401.33
05/01/2030	926,646.88	644,767.60
11/01/2030	441,850.00	300,610.45
05/01/2031	936,850.00	623,217.38
11/01/2031	431,640.63	280,757.97
05/01/2032	946,640.63	602,053.65
11/01/2032	421,018.75	261,813.34
05/01/2033	956,018.75	581,295.57
11/01/2033	408,981.25	243,150.01
05/01/2034	968,981.25	563,282.86
11/01/2034	396,381.25	225,301.74
05/01/2035	981,381.25	545,418.01
11/01/2035	383,218.75	208,247.00
05/01/2036	998,218.75	530,393.26
11/01/2036	369,381.25	191,905.49
05/01/2037	1,009,381.25	512,752.83
11/01/2037	354,981.25	176,318.76
05/01/2038	1,024,981.25	497,793.60
11/01/2038	339,906.25	161,410.89
05/01/2039	1,039,906.25	482,845.44
11/01/2039	324,156.25	147,166.39
05/01/2040	1,059,156.25	470,169.59
11/01/2040	307,618.75	133,520.39
05/01/2041	1,077,618.75	457,341.07
11/01/2041	290,293.75	120,462.82
05/01/2042	1,095,293.75	444,412.46
11/01/2042	272,181.25	107,982.68
05/01/2043	1,112,181.25	431,431.39
11/01/2043	252,756.25	95,869.03
05/01/2044	1,132,756.25	420,100.50
11/01/2044	232,406.25	84,276.17
05/01/2045	1,152,406.25	408,604.26
11/01/2045	211,131.25	73,196.46
05/01/2046	1,176,131.25	398,688.43
11/01/2046	188,815.63	62,582.95
05/01/2047	1,198,815.63	388,517.69
11/01/2047	165,459.38	52,431.23
05/01/2048	1,225,459.38	379,697.62
11/01/2048	140,946.88	42,700.67
05/01/2049	1,250,946.88	370,559.87
11/01/2049	115,278.13	33,389.25
05/01/2050	1,275,278.13	361,164.44
11/01/2050	88,453.13	24,493.65
05/01/2051	1,303,453.13	352,919.82

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PROOF OF ARBITRAGE YIELD

\$22,350,000  
 Scenic Terrace South Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2022  
 (Series 2022 Project)

Date	Debt Service	Present Value to 04/06/2022 @ 4.5454000786%
11/01/2051	60,356.25	15,978.76
05/01/2052	1,335,356.25	345,667.32
11/01/2052	30,871.88	7,813.84
05/01/2053	1,365,871.88	338,027.24
	42,552,481.47	22,350,000.00

Proceeds Summary

Delivery date	04/06/2022
Par Value	22,350,000.00
Target for yield calculation	22,350,000.00

## BOND DEBT SERVICE

\$22,350,000  
 Scenic Terrace South Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2022  
 (Series 2022 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/06/2022					
11/01/2022			569,234.46	569,234.46	
05/01/2023			499,815.63	499,815.63	1,069,050.09
11/01/2023			499,815.63	499,815.63	
05/01/2024	375,000	3.750%	499,815.63	874,815.63	1,374,631.26
11/01/2024			492,784.38	492,784.38	
05/01/2025	390,000	3.750%	492,784.38	882,784.38	1,375,568.76
11/01/2025			485,471.88	485,471.88	
05/01/2026	405,000	3.750%	485,471.88	890,471.88	1,375,943.76
11/01/2026			477,878.13	477,878.13	
05/01/2027	420,000	3.750%	477,878.13	897,878.13	1,375,756.26
11/01/2027			470,003.13	470,003.13	
05/01/2028	435,000	4.125%	470,003.13	905,003.13	1,375,006.26
11/01/2028			461,031.25	461,031.25	
05/01/2029	455,000	4.125%	461,031.25	916,031.25	1,377,062.50
11/01/2029			451,646.88	451,646.88	
05/01/2030	475,000	4.125%	451,646.88	926,646.88	1,378,293.76
11/01/2030			441,850.00	441,850.00	
05/01/2031	495,000	4.125%	441,850.00	936,850.00	1,378,700.00
11/01/2031			431,640.63	431,640.63	
05/01/2032	515,000	4.125%	431,640.63	946,640.63	1,378,281.26
11/01/2032			421,018.75	421,018.75	
05/01/2033	535,000	4.500%	421,018.75	956,018.75	1,377,037.50
11/01/2033			408,981.25	408,981.25	
05/01/2034	560,000	4.500%	408,981.25	968,981.25	1,377,962.50
11/01/2034			396,381.25	396,381.25	
05/01/2035	585,000	4.500%	396,381.25	981,381.25	1,377,762.50
11/01/2035			383,218.75	383,218.75	
05/01/2036	615,000	4.500%	383,218.75	998,218.75	1,381,437.50
11/01/2036			369,381.25	369,381.25	
05/01/2037	640,000	4.500%	369,381.25	1,009,381.25	1,378,762.50
11/01/2037			354,981.25	354,981.25	
05/01/2038	670,000	4.500%	354,981.25	1,024,981.25	1,379,962.50
11/01/2038			339,906.25	339,906.25	
05/01/2039	700,000	4.500%	339,906.25	1,039,906.25	1,379,812.50
11/01/2039			324,156.25	324,156.25	
05/01/2040	735,000	4.500%	324,156.25	1,059,156.25	1,383,312.50
11/01/2040			307,618.75	307,618.75	
05/01/2041	770,000	4.500%	307,618.75	1,077,618.75	1,385,237.50
11/01/2041			290,293.75	290,293.75	
05/01/2042	805,000	4.500%	290,293.75	1,095,293.75	1,385,587.50
11/01/2042			272,181.25	272,181.25	
05/01/2043	840,000	4.625%	272,181.25	1,112,181.25	1,384,362.50
11/01/2043			252,756.25	252,756.25	
05/01/2044	880,000	4.625%	252,756.25	1,132,756.25	1,385,512.50
11/01/2044			232,406.25	232,406.25	
05/01/2045	920,000	4.625%	232,406.25	1,152,406.25	1,384,812.50
11/01/2045			211,131.25	211,131.25	
05/01/2046	965,000	4.625%	211,131.25	1,176,131.25	1,387,262.50
11/01/2046			188,815.63	188,815.63	
05/01/2047	1,010,000	4.625%	188,815.63	1,198,815.63	1,387,631.26
11/01/2047			165,459.38	165,459.38	
05/01/2048	1,060,000	4.625%	165,459.38	1,225,459.38	1,390,918.76
11/01/2048			140,946.88	140,946.88	
05/01/2049	1,110,000	4.625%	140,946.88	1,250,946.88	1,391,893.76
11/01/2049			115,278.13	115,278.13	
05/01/2050	1,160,000	4.625%	115,278.13	1,275,278.13	1,390,556.26
11/01/2050			88,453.13	88,453.13	
05/01/2051	1,215,000	4.625%	88,453.13	1,303,453.13	1,391,906.26

## BOND DEBT SERVICE

\$22,350,000  
 Scenic Terrace South Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2022  
 (Series 2022 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2051			60,356.25	60,356.25	
05/01/2052	1,275,000	4.625%	60,356.25	1,335,356.25	1,395,712.50
11/01/2052			30,871.88	30,871.88	
05/01/2053	1,335,000	4.625%	30,871.88	1,365,871.88	1,396,743.76
	22,350,000		20,202,481.47	42,552,481.47	42,552,481.47

\$22,350,000  
 Scenic Terrace South Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2022  
 (Series 2022 Project)  
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.554540%)
04/06/22	Beg Bal	-17,920,128.03	-20,512,371.42
04/14/22		42,549.67	48,655.99
04/14/22		14,394.28	16,460.01
04/14/22		7,500.00	8,576.33
04/14/22		829,479.66	948,518.65
04/14/22		3,750.00	4,288.16
04/14/22		1,115.00	1,275.01
04/14/22		2,550.73	2,916.79
04/29/22		18,552.74	21,175.48
04/29/22		3,750.00	4,280.13
04/29/22		24,500.00	27,963.48
05/09/22		1,975.16	2,251.56
05/09/22		4,996.76	5,696.01
05/17/22		37,342.73	42,525.88
05/17/22		3,750.00	4,270.50
05/17/22		2,645.00	3,012.12
05/17/22		750.00	854.10
05/17/22		603,446.94	687,205.12
06/01/22		300,850.43	342,008.84
06/03/22		3,750.00	4,261.96
06/03/22		312,343.64	354,985.58
06/07/22		1,237.50	1,405.74
06/23/22		57,971.42	65,721.19
06/23/22		3,750.00	4,251.31
06/23/22		5,349.00	6,064.07
06/28/22		8,322.50	9,429.17
06/28/22		145.00	164.28
06/28/22		561,584.00	636,259.90
07/06/22		-19,919.54	-22,545.74
07/12/22		3,750.00	4,241.22
07/12/22		935,370.12	1,057,895.38
07/13/22		184,044.49	208,126.66
07/13/22		276,259.87	312,408.40
07/13/22		81,395.00	92,045.51
07/28/22		3,750.00	4,232.74
07/28/22		347,593.19	392,338.78
07/28/22		55,102.37	62,195.68
08/09/22		25,758.16	29,034.02
08/09/22		3,750.00	4,226.92
08/09/22		117,118.39	132,013.23
08/09/22		82,166.80	92,616.58
08/09/22		53,520.00	60,326.55
08/09/22		69.88	78.77
08/09/22		87,566.00	98,702.44
08/09/22		9,672.72	10,902.87
08/09/22		289.60	326.43
08/10/22		115,043.89	129,658.68

\$22,350,000  
 Scenic Terrace South Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2022  
 (Series 2022 Project)  
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.554540%)
08/10/22		336,606.74	379,368.13
08/11/22		3,750.00	4,225.86
08/11/22		3,850.00	4,338.55
08/19/22		27,356.98	30,797.63
08/19/22		8.60	9.68
08/30/22		26,663.33	29,975.46
08/30/22		213,791.42	240,348.68
09/02/22		3,750.00	4,214.77
09/02/22		280,148.70	314,870.10
09/02/22		7,885.00	8,862.26
09/02/22		178,571.15	200,703.11
09/02/22		72,424.00	81,400.17
09/02/22		26,378.24	29,647.54
09/02/22		681,289.36	765,727.79
09/27/22		59,264.76	66,401.99
09/27/22		3,750.00	4,201.61
09/27/22		274,287.23	307,319.54
09/27/22		166,923.00	187,025.48
09/27/22		185,281.00	207,594.33
09/27/22		3,750.00	4,201.61
09/29/22		25,121.00	28,139.27
10/06/22		533,947.21	597,577.12
10/06/22		127,286.00	142,454.53
10/11/22		470,321.66	526,040.25
10/19/22		63,205.96	70,623.20
10/24/22		3,750.00	4,187.44
10/26/22		9,386.45	10,478.77
11/04/22		1,440.00	1,605.97
11/04/22		157,477.10	175,627.23
11/04/22		275,153.69	306,866.71
11/04/22		1,776,083.43	1,980,787.11
11/04/22		146,642.00	163,543.32
11/04/22		23,700.00	26,431.56
11/04/22		35,000.00	39,033.95
11/04/22		276,225.84	308,062.43
11/14/22		72,014.00	80,213.61
11/14/22		55,150.00	61,429.46
11/14/22		101,266.35	112,796.68
11/14/22		120,267.60	133,961.44
11/14/22		35,798.80	39,874.90
11/21/22		59,224.66	65,910.32
11/21/22		5,000.85	5,565.38
11/21/22		3,750.00	4,173.32
11/21/22		73.00	81.24
11/21/22		70,436.30	78,387.60
11/21/22		272,468.16	303,226.12
12/05/22		2,926.80	3,251.50

\$22,350,000  
 Scenic Terrace South Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2022  
 (Series 2022 Project)  
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.554540%)
12/05/22		642,504.60	713,783.49
12/05/22		17,802.00	19,776.94
12/05/22		380,738.24	422,977.00
12/05/22		1,434,690.27	1,593,853.53
12/06/22		29,450.33	32,713.43
12/06/22		2,000.00	2,221.60
12/06/22		74,361.50	82,600.76
12/06/22		40,578.20	45,074.27
12/09/22		7,500.00	8,327.88
12/09/22		95,147.52	105,650.22
12/14/22		82,057.46	91,058.26
12/14/22		979,915.17	1,087,401.13
12/22/22		3,750.00	4,157.17
12/23/22		3,750.00	4,156.65
01/18/23		3,750.00	4,143.67
01/18/23		33,137.60	36,616.36
01/18/23		580,761.62	641,729.55
01/18/23		397,026.72	438,706.30
01/18/23		161,381.27	178,322.96
01/25/23		985.00	1,087.45
01/25/23		3,750.00	4,140.05
01/25/23		2,170.00	2,395.71
01/25/23		14,000.00	15,456.17
01/25/23		509,243.58	562,211.07
01/25/23		27,735.00	30,619.78
01/27/23		-1,341,126.59	-1,480,249.58
01/31/23		9,893.50	10,915.71
01/31/23		25,030.00	27,616.14
01/31/23		201,148.14	221,931.12
01/31/23		57,418.80	63,351.41
02/14/23		-35,000.00	-38,548.69
02/16/23		3,750.00	4,129.18
02/16/23		85.00	93.59
02/16/23		19,202.00	21,143.62
02/17/23		172,400.00	189,808.59
02/17/23		76,308.00	84,013.42
02/17/23		15,000.00	16,514.67
02/23/23		53,565.95	58,930.68
02/23/23		955.00	1,050.65
02/23/23		6,444.00	7,089.38
03/02/23		3,750.00	4,120.93
03/02/23		765.00	840.67
03/02/23		47,954.99	52,698.41
03/02/23		36,168.99	39,746.61
03/02/23		60,546.98	66,535.92
03/02/23		415.00	456.05
03/02/23		4,997.00	5,491.27



\$22,350,000  
 Scenic Terrace South Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2022  
 (Series 2022 Project)  
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.554540%)
03/06/23		10,477.76	11,508.40
03/10/23		45,855.80	50,341.17
03/10/23		443,274.57	486,633.35
03/16/23		3,312.52	3,633.80
03/16/23		3,750.00	4,113.72
03/22/23		19,991.00	21,913.49
03/22/23		114.00	124.96
04/03/23		16,774.00	18,361.84
04/03/23		4,673.00	5,115.35
04/03/23		304.00	332.78
04/03/23		138.60	151.72
04/11/23		3,750.00	4,100.87
04/11/23		2,370.00	2,591.75
04/24/23		3,750.00	4,094.21
05/02/23		18,956.38	20,675.66
05/02/23		510.00	556.26
05/02/23		3,500.00	3,817.44
05/02/23		4,500.00	4,908.13
05/05/23		1,753.50	1,911.82
05/05/23		2,500.00	2,725.72
06/21/23		1,530.00	1,658.57
07/17/23		23.75	25.66
08/24/23		31.20	33.56
09/30/23	de minimis	35.82	38.35
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04/06/25	TOTALS:	119,105.18	-311,274.48
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ISSUE DATE: 04/06/22 REBATABLE ARBITRAGE: -311,274.48  
 COMP DATE: 04/06/25 NET INCOME: 119,105.18  
 BOND YIELD: 4.554540% TAX INV YIELD: 1.363492%

\$22,350,000  
 Scenic Terrace South Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2022  
 (Series 2022 Project)  
 Escrow Subaccount

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.554540%)
04/06/22	Beg Bal	-1,320,000.00	-1,510,945.14
01/27/23		1,341,126.59	1,480,249.58
-----			
04/06/25	TOTALS:	21,126.59	-30,695.55
-----			

ISSUE DATE:	04/06/22	REBATABL ARBITRAGE:	-30,695.55
COMP DATE:	04/06/25	NET INCOME:	21,126.59
BOND YIELD:	4.554540%	TAX INV YIELD:	1.973999%

\$22,350,000  
 Scenic Terrace South Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2022  
 (Series 2022 Project)  
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.554540%)
04/06/22	Beg Bal	-1,368,496.88	-1,566,457.35
05/03/22		5.61	6.40
06/02/22		344.97	392.12
07/05/22		787.76	891.73
08/02/22		1,375.33	1,551.60
09/02/22		2,071.77	2,328.54
10/04/22		2,366.68	2,649.38
11/02/22		3,099.82	3,457.96
12/02/22		3,777.67	4,198.34
01/04/23		4,267.94	4,724.25
02/02/23		4,544.30	5,012.57
03/02/23		4,355.66	4,786.50
04/04/23		4,923.60	5,389.00
05/02/23		4,971.95	5,422.89
06/02/23		5,408.93	5,877.40
07/05/23		5,294.14	5,728.97
08/01/23		77,009.37	83,063.90
08/02/23		5,531.38	5,965.51
09/05/23		5,420.04	5,821.35
09/30/23	MMkt Bal	1,291,487.51	1,382,781.51
09/30/23	MMkt Acc	5,245.20	5,615.98
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04/06/25	TOTALS:	63,792.75	-30,791.46
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ISSUE DATE: 04/06/22 REBATABLE ARBITRAGE: -30,791.46  
 COMP DATE: 04/06/25 NET INCOME: 63,792.75  
 BOND YIELD: 4.554540% TAX INV YIELD: 3.161176%

\$22,350,000  
 Scenic Terrace South Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2022  
 (Series 2022 Project)  
 Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.554540%)
04/06/22	Beg Bal	-1,069,050.09	-1,223,693.96
05/03/22		4.38	5.00
06/02/22		269.49	306.32
07/05/22		615.38	696.60
08/02/22		1,074.39	1,212.09
09/02/22		1,618.43	1,819.02
10/04/22		1,848.82	2,069.66
10/24/22		-2,926.31	-3,267.67
11/01/22		569,234.47	635,080.26
11/02/22		-4.87	-5.43
11/02/22		2,423.29	2,703.26
12/02/22		1,387.81	1,542.35
01/04/23		1,567.92	1,735.56
02/02/23		1,669.45	1,841.48
03/02/23		1,600.15	1,758.43
04/04/23		1,808.79	1,979.76
05/01/23		499,815.63	545,215.42
05/02/23		1,826.55	1,992.21
06/02/23		11.59	12.59
07/05/23		11.34	12.27
08/01/23		-11,190.71	-12,070.53
08/01/23		14,121.88	15,232.15
08/02/23		11.85	12.78
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04/06/25	TOTALS:	17,749.63	-23,810.38
-----			

ISSUE DATE: 04/06/22 REBATABLE ARBITRAGE: -23,810.38  
 COMP DATE: 04/06/25 NET INCOME: 17,749.63  
 BOND YIELD: 4.554540% TAX INV YIELD: 2.061876%

\$22,350,000  
 Scenic Terrace South Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2022  
 (Series 2022 Project)  
 Costs of Issuance Account

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.554540%)
04/06/22	Beg Bal	-225,325.00	-257,919.48
04/06/22		30,000.00	34,339.66
04/06/22		50,000.00	57,232.77
04/06/22		1,500.00	1,716.98
04/06/22		61,188.51	70,039.76
04/06/22		68,000.00	77,836.57
04/06/22		6,000.00	6,867.93
04/08/22		5,725.00	6,551.51
10/24/22		2,926.31	3,267.67
11/01/22		4.87	5.43
-----			
04/06/25	TOTALS:	19.69	-61.19
-----			

ISSUE DATE:	04/06/22	REBATABLE ARBITRAGE:	-61.19
COMP DATE:	04/06/25	NET INCOME:	19.69
BOND YIELD:	4.554540%	TAX INV YIELD:	1.205155%

\$22,350,000  
 Scenic Terrace South Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2022  
 (Series 2022 Project)  
 Rebate Computation Credit

ARBITRAGE REBATE CALCULATION  
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.554540%)
04/06/23		-1,960.00	-2,144.73
-----			
04/06/25	TOTALS:	-1,960.00	-2,144.73
-----			

ISSUE DATE: 04/06/22    REBATABLE ARBITRAGE: -2,144.73  
 COMP DATE: 04/06/25  
 BOND YIELD: 4.554540%

# SECTION XI



Marsha M. Faux, CFA, ASA
POLK COUNTY PROPERTY APPRAISER

Revised 12/2023
ADA Compliant

2024 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the Scenic Terrace South CDD hereinafter referred to as "agency," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in FS 119.071.

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with FS 282.3185 and FS 501.171 and adhere to the standards set forth within these statutes.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as "confidential data," will be protected as follows:

- 1. The agency will not release confidential data that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The agency will not present the confidential data in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The agency shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The agency shall ensure any employee granted access to confidential data is subject to the terms and conditions of this Agreement.
5. The agency shall ensure any third party granted access to confidential data is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the agency by the third party before personal identifying information is released.
6. The agency agrees to comply with all regulations for the security of confidential personal information as defined in FS 501.171.
7. The agency, when defined as "local government" by FS 282.3185, is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on January 1, 2024, and shall run until December 31, 2024, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

Signature: [Handwritten Signature]
Print: Marsha M. Faux CFA, ASA
Title: Polk County Property Appraiser
Date: December 1, 2023

Agency: \_\_\_\_\_
Signature: \_\_\_\_\_
Print: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

Please email the signed agreement to pataxroll@polk-county.net.



# SECTION XII

## EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Scenic Terrace South Community Development District** (the "**District**") on behalf of itself, and its Dissemination Agent as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of the last day executed below ("**Effective Date**").

**NOW, THEREFORE**, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of municipal bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at dtsmuni.com, both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee and all Obligated Persons, a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. Utilizing the Portal, DTS will provide annual and quarterly notices of reporting deadlines to each Obligated Person utilizing the Portal prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs. The Portal will also provide electronic links to each Obligated Person that will allow for the District and other Obligated Persons to input all the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). DTS warrants that the Portal and the Formatted Information will be fully compliant with the requirements of the CDA and be free from material defects. In the event the Portal or the collection of the Formatted Information fails to operate as represented, or is inoperable, the District shall be entitled to a full refund of any annual fees paid for the fiscal year in which the Portal is utilized by the District. Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one (1) year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable. The Licensor may request additional fees hereunder upon thirty (30) days written notice to Licensee prior to the annual renewal date. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Scenic Terrace South Community Development District

Disclosure Technology Services, LLC

DocuSigned by:

*Rennie Heath*

By: 8215FA2B8FB744A...

Print: Rennie Heath

Title: Chairman

Date: 11/28/2023

By: *[Signature]*

Print: Michael Klurman

Title: Vice President

Date: 11-21-2023

**Exhibit A – Fee Schedule**

**Annual License Fee – Series 2022 and 2023:**

1. Year 1 - \$2,000 at Bond Closing to be paid from issuance cost budget (and was set aside)
2. After Year 1, \$1500 per annum per bond issuance, not to exceed \$5,000 per annum for all bond issuances to be issued by the District.

**Exhibit B – CDD Addendum**

**The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):**

**PUBLIC RECORDS.** DTS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, DTS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. DTS acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, DTS 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 DTS 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 DTS'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 DTS, DTS 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 DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O Government Management Services Central Florida, LLC 219 E. Livingston St, Orlando, FL 32801.**

**LIMITATIONS ON LIABILITY.** Nothing in the 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 or law, 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.

**SCRUTINIZED COMPANIES.** DTS 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 Petroleum Energy Sector List. If DTS 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 Petroleum Energy Sector 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.

**E-VERIFY.** DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS 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 and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, DTS represents that no public employer has terminated a contract with DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**CONTROLLING LAW AND VENUE.** The Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

# SECTION XIII

# SECTION C





# Scenic Terrace - South CDD Field Management Report



December 20<sup>th</sup>, 2023

Clayton Smith

Field Manager

GMS

# In Progress

## Frontage & Entrance Landscaping

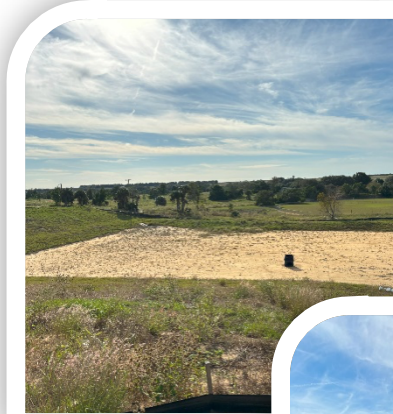
- ✚ GMS staff have continuously reviewed frontage, entrance, and common area landscaping.
- ✚ Various myrtles, southern oaks, magnolias, firebush, and slash pines have been planted throughout the frontage and common areas of Phase 1 and appear healthy.
- ✚ Well systems and irrigation equipment have also been reviewed and appear in working order.
- ✚ Landscaping surrounding the ponds have been reviewed and appear maintained.



# In Progress

## Pond Reviews

- ✚ GMS staff have reviewed all dry ponds throughout the community.
- ✚ Miter ends and outlets appear in great shape.
- ✚ Staff will continue to oversee and monitor dry ponds.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith

# SECTION D

# SECTION 1

# Scenic Terrace South Community Development District

## Summary of Checks

October 01, 2023 through October 31, 2023

Bank	Date	Check No.'s		Amount
General Fund	10/20/23	184-190	\$	11,847.39
	10/27/23	191-192	\$	18,322.10
			<b>\$</b>	<b>30,169.49</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/20/23	00001	9/30/23 00059095	202309 310-51300-48000	CA FLORIDA HOLDINGS, LLC	*	335.30	335.30 000184
FY24 BOS MEETING DATES							
10/20/23	00004	10/02/23 89457	202310 310-51300-54000	DEPARTMENT OF ECONOMIC OPPORTUNITY	*	175.00	175.00 000185
SPECIAL DISTRICT FEE FY24							
10/20/23	00003	10/01/23 34	202310 310-51300-34000	GOVERNMENTAL MANAGEMENT SERVICES-	*	3,246.25	3,933.71 000186
MANAGEMENT FEES OCT23							
10/01/23	34	202310 310-51300-35200	WEBSITE ADMIN OCT23	*	100.00		
10/01/23	34	202310 310-51300-35100	INFORMATION TECH OCT23	*	150.00		
10/01/23	34	202310 310-51300-31300	DISSEMINATION SVCS OCT23	*	416.67		
10/01/23	34	202310 310-51300-51000	OFFICE SUPPLIES OCT23	*	.39		
10/01/23	34	202310 310-51300-42000	POSTAGE OCT23	*	20.40		
10/20/23	00002	10/09/23 7790	202309 310-51300-31500	KILINSKI   VAN WYK, PLLC	*	1,453.38	1,453.38 000187
GENERAL COUNSEL SEP23							
10/20/23	00035	10/19/23 7385-10-	202310 310-51300-31200	AMTEC	*	450.00	450.00 000188
SPECIAL ASSESS BOND S2022							
10/20/23	00031	9/29/23 2	202310 310-51300-49000	DISCLOSURE SERVICES LLC	*	500.00	500.00 000189
AMORT SERIES 2022 11-1							
10/20/23	00003	9/30/23 113	202310 310-51300-31700	GOVERNMENTAL MANAGEMENT SERVICES-	*	5,000.00	5,000.00 000190
ASSESSMENT ROLL FY24							
10/27/23	00013	10/18/23 2348173	202309 310-51300-31100	DEWBERRY ENGINEERS INC.	*	1,185.00	1,185.00 000191
GENERAL ENGINEERING SEP23							
10/27/23	00036	10/19/23 4652079	202310 300-15500-10000	POLK COUNTY PROPERTY APPRAISER	*	17,137.10	17,137.10 000192
1% ADMIN FEE							
TOTAL FOR BANK A						30,169.49	
STS SCENIC TERRACE IARAUJO							



# SECTION 2

***Scenic Terrace South***  
***Community Development District***

***Unaudited Financial Reporting***  
***October 31, 2023***



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8-9	<hr/>	Month to Month
10	<hr/>	Long Term Debt Schedule

**Scenic Terrace South**  
**Community Development District**  
**Combined Balance Sheet**  
**October 31, 2023**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
Operating Account	\$ 770,951	\$ -	\$ 915	\$ 771,866
Due from Developer	\$ 495	\$ -	\$ 153,761	\$ 154,256
Due from Other	\$ 50	\$ -	\$ -	\$ 50
Prepaid Expenses	\$ 17,137	\$ -	\$ -	\$ 17,137
<b>Investments:</b>				
<u>Series 2022</u>				
Reserve	\$ -	\$ 1,291,488	\$ -	\$ 1,291,488
Revenue	\$ -	\$ 567,212	\$ -	\$ 567,212
Prepayment	\$ -	\$ 2,625,122	\$ -	\$ 2,625,122
Construction	\$ -	\$ -	\$ 36	\$ 36
<u>Series 2023</u>				
Reserve	\$ -	\$ 172,950	\$ -	\$ 172,950
Construction	\$ -	\$ -	\$ 1,391,675	\$ 1,391,675
Cost of Issuance	\$ -	\$ -	\$ 2,100	\$ 2,100
<b>Total Assets</b>	<b>\$ 788,633</b>	<b>\$ 4,656,771</b>	<b>\$ 1,548,487</b>	<b>\$ 6,993,891</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 507,738	\$ -	\$ 251,607	\$ 759,345
Retainage Payable	\$ -	\$ -	\$ 88,947	\$ 88,947
Due to other	\$ -	\$ -	\$ 50	\$ 50
<b>Total Liabilities</b>	<b>\$ 507,738</b>	<b>\$ -</b>	<b>\$ 340,604</b>	<b>\$ 848,342</b>
<b>Fund Balance:</b>				
Nonspendable:				
Prepaid Items	\$ 17,137	\$ -	\$ -	\$ 17,137
Restricted for:				
Debt Service	\$ -	\$ 4,656,771	\$ -	\$ 4,656,771
Capital Projects	\$ -	\$ -	\$ 1,207,883	\$ 1,207,883
Unassigned	\$ 263,758	\$ -	\$ -	\$ 263,758
<b>Total Fund Balances</b>	<b>\$ 280,895</b>	<b>\$ 4,656,771</b>	<b>\$ 1,207,883</b>	<b>\$ 6,145,549</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 788,633</b>	<b>\$ 4,656,771</b>	<b>\$ 1,548,487</b>	<b>\$ 6,993,891</b>

# Scenic Terrace South

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/23	Thru 10/31/23	Variance
<b><u>Revenues:</u></b>				
Assessments - Tax Roll	\$ 471,325	\$ -	\$ -	\$ -
Assessments - Direct	\$ 15,815	\$ 7,908	\$ 7,908	\$ -
Assessments - Lot Closings	\$ -	\$ -	\$ 15,815	
Boundary Amendment Contributions	\$ -	\$ -	\$ 495	\$ 495
<b>Total Revenues</b>	<b>\$ 487,141</b>	<b>\$ 7,908</b>	<b>\$ 24,218</b>	<b>\$ 495</b>
<b><u>Expenditures:</u></b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 1,000	\$ 800	\$ 200
Engineering	\$ 15,000	\$ 1,250	\$ 58	\$ 1,193
Attorney	\$ 25,000	\$ 2,083	\$ 1,179	\$ 904
Annual Audit	\$ 5,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 500	\$ 500	\$ 450	\$ 50
Dissemination	\$ 5,000	\$ 417	\$ 417	\$ (0)
Trustee Fees	\$ 4,041	\$ -	\$ -	\$ -
Management Fees	\$ 38,955	\$ 3,246	\$ 3,246	\$ -
Information Technology	\$ 1,800	\$ 150	\$ 150	\$ -
Website Maintenance	\$ 1,200	\$ 100	\$ 100	\$ -
Postage & Delivery	\$ 1,000	\$ 83	\$ 20	\$ 63
Insurance	\$ 6,575	\$ 6,575	\$ 5,200	\$ 1,375
Copies	\$ 1,000	\$ 83	\$ -	\$ 83
Legal Advertising	\$ 6,500	\$ 542	\$ 996	\$ (455)
Contingency	\$ 5,300	\$ 442	\$ 538	\$ (97)
Office Supplies	\$ 625	\$ 52	\$ 0	\$ 52
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative</b>	<b>\$ 134,671</b>	<b>\$ 21,698</b>	<b>\$ 18,330</b>	<b>\$ 3,369</b>

# Scenic Terrace South

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/23	Thru 10/31/23	Variance
<b><i>Operations &amp; Maintenance</i></b>				
<b>Field Expenditures</b>				
Property Insurance	\$ 7,500	\$ -	\$ -	\$ -
Field Management	\$ 15,000	\$ -	\$ -	\$ -
Landscape Maintenance	\$ 75,000	\$ -	\$ -	\$ -
Landscape Replacement	\$ 12,500	\$ -	\$ -	\$ -
Lake Maintenance	\$ 15,000	\$ -	\$ -	\$ -
Streetlights	\$ 30,000	\$ -	\$ -	\$ -
Electric	\$ 5,000	\$ 417	\$ 542	\$ (126)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 10,000	\$ -	\$ -	\$ -
General Repairs & Maintenance	\$ 15,000	\$ -	\$ -	\$ -
Contingency	\$ 15,000	\$ -	\$ -	\$ -
<b>Subtotal Field Expenditures</b>	<b>\$ 202,500</b>	<b>\$ 417</b>	<b>\$ 542</b>	<b>\$ (126)</b>
<b>Amenity Expenditures</b>				
Amenity - Electric	\$ 15,000	\$ -	\$ -	\$ -
Amenity - Water	\$ 7,500	\$ -	\$ -	\$ -
Playground Lease	\$ 50,000	\$ -	\$ -	\$ -
Internet	\$ 3,000	\$ -	\$ -	\$ -
Pest Control	\$ 720	\$ -	\$ -	\$ -
Janitorial Service	\$ 6,550	\$ -	\$ -	\$ -
Security Services	\$ 30,000	\$ -	\$ -	\$ -
Pool Maintenance	\$ 16,200	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ 10,000	\$ -	\$ -	\$ -
Amenity Access Management	\$ 6,000	\$ -	\$ -	\$ -
Contingency	\$ 5,000	\$ -	\$ -	\$ -
<b>Subtotal Amenity Expenditures</b>	<b>\$ 149,970</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 352,470</b>	<b>\$ 417</b>	<b>\$ 542</b>	<b>\$ (126)</b>
<b>Total Expenditures</b>	<b>\$ 487,141</b>	<b>\$ 22,115</b>	<b>\$ 18,872</b>	<b>\$ 3,243</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ 5,346</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 275,549</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 280,895</b>	

# Scenic Terrace South

## Community Development District

### Debt Service Fund Series 2022

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/23	Thru 10/31/23	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 1,122,869	\$ -	\$ -	\$ -
Assessments - Direct	\$ 168,503	\$ 75,242	\$ 75,242	\$ -
Interest	\$ -	\$ -	\$ 17,560	\$ 17,560
<b>Total Revenues</b>	<b>\$ 1,291,372</b>	<b>\$ 75,242</b>	<b>\$ 92,802</b>	<b>\$ 17,560</b>
<b>Expenditures:</b>				
<b>Series 2022</b>				
Interest - 11/1	\$ 471,572	\$ -	\$ -	\$ -
Principal - 5/1	\$ 355,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 471,572	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 1,298,144</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (6,772)</b>		<b>\$ 92,802</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 506,706</b>		<b>\$ 4,391,019</b>	
<b>Fund Balance - Ending</b>	<b>\$ 499,934</b>		<b>\$ 4,483,821</b>	

# Scenic Terrace South

## Community Development District

### Debt Service Fund Series 2023

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2023

	Adopted	Prorated Budget	Actual		
	Budget	Thru 10/31/23	Thru 10/31/23	Variance	
<b>Expenditures:</b>					
<b>Series 2022</b>					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	-
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	-
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	-
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ -</b>		
<b>Other Financing Sources/(Uses):</b>					
Bond Proceeds	\$ -	\$ -	\$ 172,950	\$ 172,950	172,950
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 172,950</b>	<b>\$ 172,950</b>	<b>172,950</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 172,950</b>		
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>		
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 172,950</b>		



# Scenic Terrace South

## Community Development District

### Capital Projects Fund Series 2022

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2023

	Adopted		Prorated Budget		Actual		
	Budget		Thru 10/31/23		Thru 10/31/23		Variance
<b>Revenues</b>							
Developer Contributions	\$	-	\$	-	\$	78,326	\$ 78,326
<b>Total Revenues</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$78,326</b>		<b>\$ 78,326</b>
<b>Expenditures:</b>							
Capital Outlay - Construction	\$	-	\$	-	\$	695,764	\$ (695,764)
Contingency	\$	-	\$	-	\$	100	\$ (100)
<b>Total Expenditures</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>695,864</b>	<b>\$ (695,864)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$</b>	<b>-</b>			<b>(\$617,537)</b>		
<b>Fund Balance - Beginning</b>	<b>\$</b>	<b>-</b>			<b>\$</b>	<b>431,645</b>	
<b>Fund Balance - Ending</b>	<b>\$</b>	<b>-</b>			<b>\$</b>	<b>(185,892)</b>	

# Scenic Terrace South

## Community Development District

### Capital Projects Fund Series 2022

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2023

	Adopted		Prorated Budget		Actual	
	Budget		Thru 10/31/23		Thru 10/31/23	Variance
<b>Revenues</b>						
<b>Expenditures:</b>						
Capital Outlay - Construction	\$	-	\$	-	\$ 408,239	\$ (408,239)
Capital Outlay - Cost of Issuance	\$	-	\$	-	\$ 220,036	\$ (220,036)
<b>Total Expenditures</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$ 628,275</b>	<b>\$ (628,275)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$</b>	<b>-</b>			<b>\$ (628,275)</b>	
<b>Other Financing Sources/(Uses)</b>						
Bond Proceeds	\$	-	\$	-	\$ 2,022,050	\$ 2,022,050
<b>Total Other Financing Sources (Uses)</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$ 2,022,050</b>	<b>\$ 2,022,050</b>
<b>Net Change in Fund Balance</b>	<b>\$</b>	<b>-</b>			<b>\$ 1,393,775</b>	
<b>Fund Balance - Beginning</b>	<b>\$</b>	<b>-</b>			<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$</b>	<b>-</b>			<b>\$ 1,393,775</b>	

**Scenic Terrace South**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Assessments - Tax Roll	\$ 15,815	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	15,815
Assessments - Direct	\$ 7,908	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,908
<b>Total Revenues</b>	<b>\$ 24,218</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>24,218</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	800
Engineer Fees	\$ 58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	58
Attorney Fees	\$ 1,179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,179
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	450
Dissemination	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	417
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 3,246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,246
Information Technology	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	150
Website Maintenance	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100
Postage & Delivery	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20
Insurance	\$ 5,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,200
Copies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Legal Advertising	\$ 996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	996
Boundary Amendment Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ 538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	538
Office Supplies	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
<b>Total General &amp; Administrative</b>	<b>\$ 18,330</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>18,330</b>

**Scenic Terrace South**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Operations &amp; Maintenance</b>													
<b>Field Expenditures</b>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ 542	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 542
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Field Expenditures</b>	<b>\$ 542</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 542</b>
<b>Amenity Expenditures</b>													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Amenity Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 542</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 542</b>
<b>Total Expenditures</b>	<b>\$ 18,872</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,872</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 5,346</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,346</b>

# SCENIC TERRACE SOUTH

## Community Development District

### Long Term Debt Report

<b>SERIES 2022, SPECIAL ASSESSMENT REVENUE BONDS</b>	
INTEREST RATE:	3.750%, 4.125%, 4.500%, 4.625z%
MATURITY DATE:	5/1/2053
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$1,291,488
RESERVE FUND BALANCE	\$1,291,488
BONDS OUTSTANDING - 04/06/22	\$22,350,000
LESS: SPECIAL CALL - 08/1/23	(\$1,265,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$21,085,000</b>

# SECTION 3

### Change Order #12 Revised

SCENIC TERRACE SOUTH CDD  
 GOVERNMENTAL MANAGEMENT SERVICES - CFL, LLC  
 219 E. LIVINGSTON STREET  
 ORLANDO, FL 32801

Distribution  SCENIC TERRACE SOUTH CDD - PH1 MASTER  
  
 Office  Field  
 Other

**Job:** SCENIC TERRACE SOUTH CDD - PH1  
 2123-

**Contract Number:** 2123- SCENIC TERRACE SOUTH CDD - PH1 CO12:

**Change Order #:** ODP RECONCILIATION CLOSEOUT

**To (Contractor):** Jr. Davis Construction Co., Inc.  
 210 Hangar Road  
 Kissimmee, FL 34741

**Change Order Date:** 11/07/23

**Change Order Page:** 1

You are directed to make the following changes in this Contract: Owner Direct Purchased Material Deduct Reconciliation.

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
1	6036	-1.000	LS	CO12: ODP FERGUSON MATERIAL DEDUCT	1,446,930.22	-1,446,930.22
2	6038	-1.000	LS	CO12: ODP MACK CONC MATERIAL DEDUCT	681,221.90	-681,221.90
3	6040	-1.000	LS	CO12: ODP RINKER PIPE MATERIAL DEDUCT	550,438.62	-550,438.62
4	6042	-1.000	LS	CO12: ODP BARNEY'S PUPMPS MAT'L DEDUCT	91,422.00	-91,422.00
<b>Total for Change Order</b>						<b>12</b>
						<b>-2,770,012.74</b>

Not valid until signed by both the Owner and Contractor. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was .....	<b>12,582,792.25</b>
The net change by previously authorized Change Orders was .....	<b>168,133.84</b>
The Contract Sum prior to this Change Order was .....	<b>12,750,926.09</b>
The Contract Sum will be decreased by this Change Order.....	<b>-2,770,012.74</b>
The new Contract Sum will be .....	<b>9,980,913.35</b>

**Contracts Days Changed By 0 Days**

The Contract Time will be unchanged

Heath A Bunn

**Authorized By Owner:** Chuck Cavaretta  
 SCENIC TERRACE SOUTH CDD  
 GOVERNMENTAL MANAGEMENT SERVICES  
 ORLANDO, FL 32801

**Accepted By Contractor:** [Signature]  
 Jr. Davis Construction Co., Inc.  
 210 Hangar Road  
 Kissimmee, FL 34741

11/9/23

2123 Scenic Terrace Ph. 1 & 2 ODP Final Closeout - CO#12

<u>Vendor</u>	<u>Material</u>	<u>Sales Tax</u>	<u>Total w/Tax</u>
Ferguson	\$ 1,364,981.34	\$ 81,948.88	\$ 1,446,930.22
Mack	\$ 642,615.00	\$ 38,606.90	\$ 681,221.90
Rinker - RCP	\$ 519,234.55	\$ 31,204.07	\$ 550,438.62
Barney's Pumps	\$ 86,200.00	\$ 5,222.00	\$ 91,422.00
	\$ 2,613,030.89		\$ 2,770,012.74



# OWNER DIRECT PURCHASE ORDER RECONCILIATION

November 7, 2023

Scenic Terrace South Community Development District  
219 East Livingston Street  
Orlando, FL 32801

Attention : Lisa Cruz

Re Project: Scenic Terrace South PH1 Master Project Improvements  
Subject: ODP – Vendor Reconciliation  
Vendor: Ferguson  
PO No.: 2123-10, dated 5/5/2022.

Dear Madam:

The Scenic Terrace South CDD, issued a vendor purchase order to Ferguson on 5/5/2022 in the amount of \$1,842,839.62, PO No. 2123-10 for the Scenic Terrace South PH1 Master Project Improvements.

The amount invoiced, billed and payments against this Purchase Order total \$1,364,981.34 through 10/12/2023. There are no outstanding invoices for the Scenic Terrace South CDD against this Purchase Order.

PO Amount:	\$1,842,839.62
Change Order Amount:	\$-361,736.00
Revised PO Amount:	\$1,481,103.62
Invoiced Amount:	\$1,364,981.34
Paid Amount:	\$1,364,981.34
PO Balance:	\$116,122.28

## Ferguson

Sincerely,

*Andrew Smith*

Title: Credit Manager

### Notarization

State of Virginia

County of Newport News

Sworn before me on this 7<sup>th</sup> day of November 2023.

Notary Public

Commission Expires

*Donna T. Buford*



# MACK CONCRETE INDUSTRIES

## OWNER DIRECT PURCHASE ORDER RECONCILIATION

August 18, 2023

Scenic Terrace South Community Development District  
219 East Livingston Street  
Orlando, FL 32801

Attention : Lisa Cruz

Re Project: Scenic Terrace South PH1 Master Project Improvements  
Subject: ODP - Vendor Reconciliation  
Vendor: Mack Concrete Industries  
PO No.: 2123-5, dated 4/25/2022.

Dear Madam:

The Scenic Terrace South CDD, issued a vendor purchase order to Mack Concrete Industries on 4/25/2022 in the amount of \$648,839.00, PO No. 2123-5 for the Scenic Terrace South PH1 Master Project Improvements

The amount invoiced, billed and payments against this Purchase Order total \$642,515.00 through 11/4/2022. There are no outstanding invoices for the Scenic Terrace South CDD against this Purchase Order.

PO Amount:	\$648,839.00
Invoiced Amount:	\$642,615.00
Paid Amount:	\$642,615.00
PO Balance:	(\$6,224.00)

Mack Concrete Industries

Sincerely,

*Heather Wajda*  
Title: Office Manager

Notarization

State of Florida

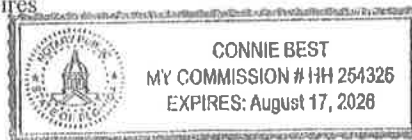
County of Lake

Sworn before me on this 13<sup>th</sup> day of August 2023

Notary Public

Commission Expires

*Connie Best*



23902 County Road 561 – Astatula, FL 34705 Phone: (352) 742-2333 Toll Free: (800) 482-6225



13100 NW 118 Avenue  
Miami, FL 33178  
305-822-8191  
800-654-9376

August 23, 2023

Scenic Terrace South Community Development District  
219 East Livingston Street  
Orlando, FL 32801

Attention : Lisa Cruz

Re Project: Scenic Terrace South PHI Master Project Improvements  
Subject: ODP – Vendor Reconciliation  
Vendor: Rinker Materials  
PO No.: 2123-6, dated 4/25/2022.

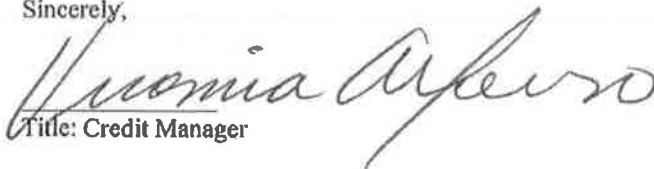
Dear Madam:

The Scenic Terrace South CDD, issued a vendor purchase order to Rinker Materials on 4/25/2022 in the amount of \$519,806.55, PO No. 2123-6 for the Scenic Terrace South PHI Master Project Improvements. The amount invoiced, billed and payments against this Purchase Order total \$519,234.55 through 6/6/2022. There are no outstanding invoices for the Scenic Terrace South CDD against this Purchase Order.

PO Amount: \$519,806.55  
Invoiced Amount: \$519,234.55  
Paid Amount: \$519,234.55  
PO Balance: (\$572.00)

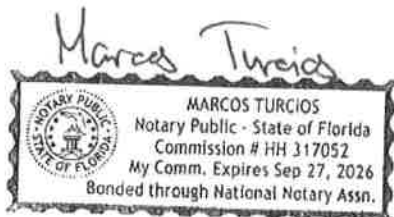
**Rinker Materials**

Sincerely,

  
Title: Credit Manager

State of Florida  
County of Miami-Dade  
Sworn before me on this 23 day of August 2013.

Notary Public Commission Expires





CORPORATE OFFICES  
 2965 BARNEY'S PUMPS PLACE  
 LAKELAND, FL 33812-4209  
 P.O. BOX 3529  
 LAKELAND, FL 33802-3529  
 PHONE (863) 665-8500  
 FAX (863) 666-3858

## OWNER DIRECT PURCHASE ORDER RECONCILIATION

August 25, 2023

Scenic Terrace South Community Development District  
 219 East Livingston Street  
 Orlando, FL 32801

Attention : Lisa Cruz

Re Project: Scenic Terrace South PH1 Master Project Improvements  
 Subject: ODP – Vendor Reconciliation  
 Vendor: Barney's Pumps, Inc.  
 PO No.: 2123-7, dated 5/5/2022.

Dear Madam:

The Scenic Terrace South CDD, issued a vendor purchase order to Barney's Pumps, Inc. on 5/5/2022 in the amount of ~~\$86,200.00~~, PO No. 2123-7 for the Scenic Terrace South PH1 Master Project Improvements

The amount invoiced, billed and payments against this Purchase Order total ~~\$86,200.00~~ through 1/18/2023. There are no outstanding invoices for the Scenic Terrace South CDD against this Purchase Order.

PO Amount:	\$86,200.00
Invoiced Amount:	\$86,200.00
Paid Amount:	\$86,200.00
PO Balance:	(\$0.00)

**Barney's Pumps, Inc.**

Sincerely,

Natalie DB. Albritton, Credit Manager

Notarization

State of FLORIDA

County of POLK

Sworn before me on this 25th day of August, 2023.

Notary Public

Commission Expires



# Signature Certificate

Reference number: KN4PJ-UCPEQ-9YYPE-UC2YN

## Signer

## Timestamp

## Signature

### Chuck Cavaretta

Email: chuck@cassidylanddev.com

Sent:

16 Nov 2023 18:01:49 UTC

Viewed:

16 Nov 2023 18:25:18 UTC

Signed:

16 Nov 2023 18:26:08 UTC



### Recipient Verification:

✓ Email verified

16 Nov 2023 18:25:18 UTC

IP address: 47.207.74.13

Location: Winter Haven, United States

Document completed by all parties on:

16 Nov 2023 18:26:08 UTC

Page 1 of 1



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