



Rizzetta & Company

Feed Mill Community Development District

Board of Supervisors' Meeting July 23, 2025

**District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084**

FEED MILL COMMUNITY DEVELOPMENT DISTRICT

1845 Town Center Blvd, Suite 105, Fleming Island, FL 32003

Board of Supervisors	Daniel McCormick Vacant Gerald Agresti Clay Crevasse Liam O'Reilly	Chairman Board Member Assistant Secretary Assistant Secretary Assistant Secretary
District Manager District Manager	Lesley Gallagher Melissa Dobbins	Rizzetta & Company, Inc. Rizzetta & Company, Inc.
District Counsel	Katie Buchanan	Kutak Rock, LLP
District Engineer	Daniel Welch	England-Thims & Miller

All cellular phones must be placed on mute while in the meeting room.

The Audience Comments portion will be held at the beginning of the meeting. During this portion of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

FEED MILL COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Board of Supervisors
**Feed Mill Community
Development District**

July 16, 2025

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Feed Mill Community Development District will be held on **July 23, 2025 at 9:00 a.m.** at 1845 Town Center Blvd., Suite 105 Fleming Island, Florida 32003.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A.) Consideration of the Minutes of the Board of Supervisors' Special Meeting Held May 27, 2025.....Tab 1
 - B.) Ratification of the Operation and Maintenance Expenditures for May & June 2025.....Tab 2
 - C.) Appointment to Vacant Seat.....Tab 3
 - 1.) Oath of Office
 - D.) Consideration of Resolution 2025-09, Redesignating Vice Chairman.....Tab 4
- 4. Staff Reports**
 - A.) District Counsel
 - B.) District Engineer
 - C.) District Manager
- 5. Business Items**
 - A.) Ratification of Change Order #2 Phase 1A.....Tab 5
 - B.) Consideration of Acquisition of CCUA Project Design Work.....Tab 6
 - C.) Consideration of Request for Reimbursement CCUA
- 6. Supervisor Requests**
- 7. Adjournment**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 904-436-6270.

Very truly yours,
Lesley Gallagher
District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**FEED MILL
COMMUNITY DEVELOPMENT DISTRICT**

The **special** meeting of the Board of Supervisors of Feed Mill Community Development District was held on **May 27, 2025 at 2:00 p.m.** at 1845 Town Center Blvd, Suite 105, Fleming Island, FL 32003.

Present and constituting a quorum:

Daniel McCormick	Board Member, Chairman
Liam O'Reilly	Board Member, Assistant Secretary
Gerald Agresti	Board Member, Assistant Secretary
Clayton Crevasse	Board Member, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Kutak Rock LLP

FIRST ORDER OF BUSINESS

CALL TO ORDER

Ms. Gallagher called the meeting to order at 2:00 p.m.

SECOND ORDER OF BUSINESS

AUDIENCE COMMENTS

There were no audience members present.

THIRD ORDER OF BUSINESS

**CONSIDERATION OF THE MINUTES OF THE
BOARD OF SUPERVISORS' SPECIAL
MEETING HELD APRIL 23, 2025**

On a motion by Mr. McCormick seconded by Mr. Crevasse, with all in favor, the Board approved minutes of the Board of Supervisors' special meeting held April 23, 2025, for Feed Mill Community Development District.
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FOURTH ORDER OF BUSINESS

**RATIFICATION OF THE OPERATION AND
MAINTENANCE EXPENDITURES FOR
APRIL 2025**

On a motion by Mr. McCormick, seconded by Mr. Crevasse, with all in favor, the Board ratified operation and maintenance expenditures for April 2025, in the amount of \$0.00, for Feed Mill Community Development District.

FIFTH ORDER OF BUSINESS

**ACCEPTANCE OF MIKE MCCOLLUM'S
RESIGNATION**

On a motion by Mr. McCormick, seconded by Mr. Crevasse with all in favor, the Board accepted the resignation of Mr. Mike McCollum, for Feed Mill Community Development District.

SIXTH ORDER OF BUSINESS

APPOINTMENT TO VACANT SEAT

On a motion by Mr. McCormick seconded by Mr. Crevasse, with all in favor, the Board appointed Mr. Andrew Smith to the vacant seat previously held by Mr. McCollum, for Feed Mill Community Development District.

1.) Oath of Office

Mr. Smith was not present to take his oath.

SEVENTH ORDER OF BUSINESS

**CONSIDERATION OF RESOLUTION 2025-09,
REDESIGNATING VICE CHAIRMAN**

This item was tabled.

EIGHTH ORDER OF BUSINESS

STAFF REPORTS

A. District Counsel

Ms. Buchanan noted that things were underway with financing.

B. District Engineer

The District Engineer was not requested to attend.

C. District Manager

1.) Presentation of Voter Registration Count

Ms. Gallagher noted that there were no registered voters within the boundaries of the district as of April 15, 2025 per correspondence from the Clay County Supervisor of Elections Office.

NINTH ORDER OF BUSINESS

**CONSIDERATION OF ITEMS RELATING TO
SERIES 2025 BONDS**

This item was tabled.

TENTH ORDER OF BUSINESS

**PRESENTATION OF FISCAL YEAR 2025/2026
PROPOSED BUDGET**

**1.) Consideration of Resolution 2025-10, Approving Proposed
Budget and Setting the Public Hearing**

It was requested that a deficit funding agreement be presented at the public hearing as well to include a quarterly payment schedule.

On a motion by Mr. McCormick, seconded by Mr. Crevasse, with all in favor, the Board approved Resolution 2025-10, approving the proposed budget as presented and setting the Public Hearing date for August 27, 2025 at 9am and the current meeting location, for Feed Mill Community Development District.

ELEVENTH ORDER OF BUSINESS

SUPERVISOR REQUESTS

No Supervisor requests

TWELFTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Agresti seconded by Mr. McCormick with all in favor, the Board adjourned meeting at 2:06 p.m., for Feed Mill Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

Feed Mill Community Development District

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

Operations and Maintenance Expenditures May 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2025 through May 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$21,713.14**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Feed Mill Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2025 Through May 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay Today	300010	2025-295317	Account #69376 - Legal Advertising 03/06/25	\$ 63.45
Clay Today	300010	2025-295649	Account #69376 - Legal Advertising 03/13/25	\$ 66.15
Clay Today	300010	2025-295827	Account #69376 - Legal Advertising 03/27/25	\$ 551.04
Clay Today	300015	2025-295827 03/20	Account #69376 - Legal Advertising 03/20/25	\$ 648.00
Clay Today	300015	2025-297294	Account #69376 - Legal Advertising 05/08/25	\$ 64.80
England, Thims & Miller, Inc.	300016	218691	Engineering Services 02/25	\$ 3,640.00
England, Thims & Miller, Inc.	300016	219311 - 1	Engineering Services 03/25	\$ 387.50
Gannett Florida LocaliQ	300011	0006985287	Account #1491978 - Legal Advertising 02/18/25	\$ 439.20
Kutak Rock, LLP	300012	3526766	Legal Services 12/24	\$ 5,501.00
Kutak Rock, LLP	300012	3536569	Legal Services 01/25	\$ 3,952.00

Feed Mill Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2025 Through May 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	300013	INV0000097466	District Management Services 03/25	\$ 3,200.00
Rizzetta & Company, Inc.	300014	INV0000098311	District Management Services 04/25	<u>\$ 3,200.00</u>
Total				<u><u>\$ 21,713.14</u></u>

Feed Mill Community Development District

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Operations and Maintenance Expenditures June 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2025 through June 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$10,427.25**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Feed Mill Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2025 Through June 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clayton Crevasse, Jr.	300018	052725 Crevasse	Board of Supervisors Meeting 05/27/25	\$ 200.00
Daniel Edwin McCormick	300019	052725 McCormick	Board of Supervisors Meeting 05/27/25	\$ 200.00
England, Thims & Miller, Inc.	300020	219794	Engineering Services 04/25	\$ 3,888.75
Kutak Rock, LLP	300021	3550222	Legal Services 02/25	\$ 2,938.50
Rizzetta & Company, Inc.	300017	INV0000098936	District Management Services 05/25	<u>\$ 3,200.00</u>
Total				<u><u>\$ 10,427.25</u></u>

Tab 3

**FEED MILL COMMUNITY
DEVELOPMENT DISTRICT
BOARD OF SUPERVISOR
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE FEED MILL COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

Signature

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF CLAY

On this ____ day of _____ 2025, before me, personally appeared _____ to me well known and known to me to be the person described herein and who took the aforementioned oath as a Board Member of the Board of Supervisors of Feed Mill Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Notary Public
STATE OF FLORIDA

My commission expires on:

Tab 4

RESOLUTION 2025-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FEED
MILL COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING
THE ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the Feed Mill Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Clay County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Michael McCollum as Vice Chairman pursuant to Resolution 2025-03.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
THE FEED MILL COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. _____ is appointed Vice Chairman.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 27th DAY OF MAY 2025.

ATTEST:

**FEED MILL
COMMUNITY DEVELOPMENT
DISTRICT**

ASSISTANT SECRETARY

CHAIRMAN/VICE CHAIRMAN

Tab 5

Date of Issuance: 06-27-2025

Effective Date: 06-27-2025

Owner: Feed Mill Community Development District

Owner's Contract No.:

Contractor: Vallencourt Construction Company, Inc.

Contractor's Project No.: 202518

Engineer: ETM

Engineer's Project No.:

Project: Construction Services for Saratoga Phase 1A (ODD Improvements)

Contract Name: EJCDC Standard Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)

The Contract is modified as follows upon execution of this Change Order:

Description: Utility Revisions

Attachments: **Exhibit A:** Schedule of Values for Change Order #2.

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]	
Original Contract Price: \$21,531,836.88		Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates	
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1: \$188,389.92		[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days	
Contract Price prior to this Change Order: \$21,343,446.96		Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates	
[Increase] [Decrease] of this Change Order: \$145,465.75		[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates	
Contract Price incorporating this Change Order: \$21,197,981.21		Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates	

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>N/A</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized)	Contractor (Authorized)	Contractor (Authorized)
Title: _____	Title: <u>Chairman</u>	Title: <u>Chairman</u>	Title: <u>Vice President</u>	Title: <u>Vice President</u>	Title: <u>Vice President</u>
Date: _____	Date: <u>7-8-2025</u>	Date: <u>7-8-2025</u>	Date: <u>06-27-2025</u>	Date: <u>06-27-2025</u>	Date: <u>06-27-2025</u>

Attachment No. Schedule of Values Change Order #2																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
Job	Cost Code	Task No.	Work	ORIGINAL CONTRACT Dated: 02.11.2025				TOTAL PRIOR CHANGE ORDERS			CURRENT CHANGE ORDER Dated: 06.24.2025			TOTALS		
				Unit	Quantity	Unit Price	Original Total	Prior Change in Qt.	Prior Change in Unit Price	Prior Change in Total	Change In Qt.	Change In Unit Price	Current Change in Total	Revised Tot. Qt	Revised Tot. Unit Price	TOTAL
Site Preparation and Grading																
Allocation Table	12.01.015.005	1	Mobilization / General Conditions	LS	0.56	\$ 319,585.08	\$ 180,245.99	(0.40)		(127,672.49)				0.16	319,585.08	\$ 52,573.49
Allocation Table	12.01.015.010	2	Site Contractor - Survey	LS	0.56	\$ 58,953.00	\$ 33,249.49							0.56	58,953.00	\$ 33,249.49
Allocation Table	12.01.015.015	3	Site Contractor - Bonds	LS	0.56	\$ 226,369.67	\$ 127,672.49							0.56	226,369.67	\$ 127,672.49
Allocation Table	12.01.015.020	4	Site Contractor - Asbuilts	LS	0.56	\$ 44,214.75	\$ 24,937.12							0.56	44,214.75	\$ 24,937.12
Allocation Table	12.01.025.005	5	Clearing & Grub	AC	40.89	\$ 5,058.19	\$ 206,829.39	0.56		2,852.82				41.45	5,058.19	\$ 209,682.21
Allocation Table	12.01.040.005	6	Mass Grading (Cut)	CY	574,807.93	\$ 3.33	\$ 1,914,808.85	(7,158.19)		(23,845.48)				567,649.74	3.33	\$ 1,890,963.37
Allocation Table	12.01.040.010	7	Mass Grading (Fill)	CY	574,957.96	\$ 1.10	\$ 633,843.50	(14,904.08)		(16,430.52)				560,053.87	1.10	\$ 617,412.99
Allocation Table	12.01.040.050	8	Topsoil Strip and Respread	CY	43,094.11	\$ 9.61	\$ 413,959.58	(495.36)		(4,758.45)				42,598.75	9.61	\$ 409,201.13
Allocation Table	12.01.050.005	9	Finish Grading Streets	SY	77,224.00	\$ 2.08	\$ 160,435.63							77,224.00	2.08	\$ 160,435.63
Allocation Table	12.01.050.010	10	Finish Grading Other - Including Lots	SY	365,660.94	\$ 0.60	\$ 220,395.52							365,660.94	0.60	\$ 220,395.52
Allocation Table	12.01.065.040	11	Silt Fence	LF	10,434.00	\$ 1.26	\$ 13,146.84	1,579.20		1,989.79				12,013.20	1.26	\$ 15,136.63
Allocation Table	12.01.065.045	12	Silt Fence Maintain	LF	10,434.00	\$ 1.70	\$ 17,737.80							10,434.00	1.70	\$ 17,737.80
Allocation Table	12.01.065.015	13	Sod on Pond Banks	SF	436,383.00	\$ 0.31	\$ 137,218.21							436,383.00	0.31	\$ 137,218.21
Allocation Table	12.01.065.020	14	ROW Sod Strip	SF	61,947.00	\$ 0.31	\$ 19,478.89							61,947.00	0.31	\$ 19,478.89
Allocation Table	12.01.065.030	15	ROW Hydroseed	SF	555,327.00	\$ 0.06	\$ 31,468.53							555,327.00	0.06	\$ 31,468.53
Allocation Table	12.01.065.055	16	Curb Inlet Protection	EA	93.06	\$ 169.78	\$ 15,799.73	4.51		766.05				97.57	169.78	\$ 16,565.77
Allocation Table	12.01.065.075	17	NPDES Monitoring	LS	13.54	\$ 5,489.89	\$ 74,311.15							13.54	5,489.89	\$ 74,311.15
Allocation Table	12.01.070.066	18	Construction Entrance	EA	1.13	\$ 7,247.93	\$ 8,175.67							1.13	7,247.93	\$ 8,175.67
Sanitary Sewer																
Allocation Table	12.10.120.025	19	FM-8" PVC DR-18	LF	1,800.00	73.86	\$ 132,947.93	216.75		16,009.03				2,016.75	73.86	\$ 148,956.96
Allocation Table	12.10.120.030	20	FM-10" PVC DR-18	LF	3,660.00	61.53	\$ 225,200.01	(88.19)		(5,426.03)				3,571.81	61.53	\$ 219,773.98
Allocation Table	12.10.110.005	21	Connect to Existing Stub	EA	1.00	17,654.21	\$ 17,654.21							1.00	17,654.21	\$ 17,654.21
Allocation Table	12.10.120.040	22	FM - Air Release Valves	EA	8.00	10,437.55	\$ 83,500.40							8.00	10,437.55	\$ 83,500.40
Allocation Table	12.10.120.040	23	FM-8" Gate Valves	EA	1.00	2,779.02	\$ 2,779.02	1.00		2,779.02				2.00	2,779.02	\$ 5,558.04
Allocation Table	12.10.120.040	24	FM-10" Gate Valves	EA	6.00	1,643.49	\$ 9,860.94	0.14		233.71				6.14	1,643.49	\$ 10,094.65
Allocation Table	12.10.120.055	25	Lift Station	EA	1.00	633,905.01	\$ 633,905.01	0.09		53,997.30				1.09	633,905.01	\$ 687,902.31
Allocation Table	12.10.110.020	26	Sewer- 8" PVC SDR-26 Sewer Main 0-8'	LF	5,592.00	44.48	\$ 248,755.19	510.36		22,703.06				6,102.36	44.48	\$ 271,458.25
Allocation Table	12.10.110.025	27	Sewer- 8" PVC SDR-26 Sewer Main 8'-12'	LF	6,829.00	54.72	\$ 373,702.11	(403.39)		(22,074.62)				6,425.61	54.72	\$ 351,627.49
Allocation Table	12.10.110.030	28	Sewer- 8" PVC SDR-26 Sewer Main 12'-16'	LF	4,889.00	71.24	\$ 348,279.59	(420.65)		(29,966.06)				4,468.35	71.24	\$ 318,313.53
Allocation Table	12.10.110.035	29	Sewer- 8" PVC SDR-26 Sewer Main 16'+	LF	1,345.00	106.44	\$ 143,167.03							1,345.00	106.44	\$ 143,167.03
Allocation Table	12.10.110.045	30	Sewer- 10" PVC SDR-26 Sewer Main 0-8'	LF	575.00	69.33	\$ 39,865.18	(351.85)		(24,393.78)				223.15	69.33	\$ 15,471.40
Allocation Table	12.10.110.050	31	Sewer- 10" PVC SDR-26 Sewer Main 8'-12'	LF	175.00	64.77	\$ 11,334.75	1,040.14		67,369.78				1,215.14	64.77	\$ 78,704.53
Allocation Table	12.10.130.050	32	Sewer - Testing & Acceptance	LF	19,405.00	32.94	\$ 639,245.22	(60.29)		(1,986.25)				19,344.71	32.94	\$ 637,258.97
Allocation Table	12.10.115.035	33	Sewer- Manholes 0-8'	EA	31.00	5,064.29	\$ 156,992.99	(0.22)		(1,098.02)				30.78	5,064.29	\$ 155,894.97
Allocation Table	12.10.115.040	34	Sewer- Manholes 8'-12'	EA	33.00	7,388.62	\$ 243,824.41	(3.64)		(26,900.84)				29.36	7,388.62	\$ 216,923.57
Allocation Table	12.10.115.045	35	Sewer- Manholes 12'-16'	EA	17.00	9,541.08	\$ 162,198.41	(0.97)		(9,228.09)				16.03	9,541.08	\$ 152,970.32
Allocation Table	12.10.115.050	36	Sewer- Manholes 16'+	EA	4.00	12,564.51	\$ 50,258.03	1.00		12,588.28				5.00	12,564.51	\$ 62,846.31
Allocation Table	12.10.115.055	37	Sewer- Drop Manholes 0-8'	EA	3.00	6,597.30	\$ 19,791.89	2.08		13,701.20				5.08	6,597.30	\$ 33,493.09
Allocation Table	12.10.115.065	38	Sewer- Drop Manholes 12'-16'	EA	4.00	9,848.57	\$ 39,394.28	0.97		9,565.10				4.97	9,848.57	\$ 48,959.38
Allocation Table	12.10.115.070	39	Sewer- Drop Manholes 16'+	EA	1.00	11,974.61	\$ 11,974.61	1.10		13,216.17				2.10	11,974.61	\$ 25,190.78
Storm Drainage																
Allocation Table	12.20.210.180	40	15" RCP Storm Drain 0-8'	LF	3,042.00	86.50	\$ 263,138.84	342.83		29,655.51				3,384.83	86.50	\$ 292,794.35
Allocation Table	12.20.210.185	41	15" RCP Storm Drain 8'-12'	LF	28.00	126.25	\$ 3,535.00	167.00		21,083.75				195.00	126.25	\$ 24,618.75
Allocation Table	12.20.210.195	42	18" RCP Storm Drain 0-8'	LF	2,480.00	98.88	\$ 245,210.95	20.26		2,002.84				2,500.26	98.88	\$ 247,213.79
Allocation Table	12.20.210.200	43	18" RCP Storm Drain 8'-12'	LF		87.09	\$	437.00		38,058.33				437.00	87.09	\$ 38,058.33
Allocation Table	12.20.210.210	44	24" RCP Storm Drain 0-8'	LF	4,167.00	121.11	\$ 504,678.42	(248.50)		(30,096.48)				3,918.50	121.11	\$ 474,581.94
Allocation Table	12.20.210.215	45	24" RCP Storm Drain 8'-12'	LF	877.00	131.28	\$ 115,136.65	(62.16)		(8,161.19)				814.84	131.28	\$ 106,975.46
Allocation Table	12.20.210.225	46	30" RCP Storm Drain 0-8'	LF	459.00	167.31	\$ 76,793.31	3.23		540.23				462.23	167.31	\$ 77,333.54
Allocation Table	12.20.210.230	47	30" RCP Storm Drain 8'-12'	LF	1,073.00	185.33	\$ 198,860.16	(114.01)		(21,129.28)				958.99	185.33	\$ 177,730.88
Allocation Table	12.20.210.235	48	30" RCP Storm Drain 12'-16'	LF	216.00	188.94	\$ 40,811.04							216.00	188.94	\$ 40,811.04
Allocation Table	12.20.210.240	49	36" RCP Storm Drain 0-8'	LF	1,457.00	198.81	\$ 289,658.96	(113.73)		(22,610.56)				1,343.27	198.81	\$ 267,048.40
Allocation Table	12.20.210.245	50	36" RCP Storm Drain 8'-12'	LF	1,900.00	214.63	\$ 407,802.68	227.93		48,922.25				2,127.93	214.63	\$ 456,724.93

Allocation Table	12.20.210.255	51	42" RCP Storm Drain 0-8'	LF	342.00	255.34	\$ 87,326.28	(43.00)		(10,979.62)				299.00	255.34	\$ 76,346.66
Allocation Table	12.20.210.260	52	42" RCP Storm Drain 8'-12'	LF	978.00	268.86	\$ 262,947.39	(523.31)		(140,697.57)				454.69	268.86	\$ 122,249.82
Allocation Table	12.20.210.265	53	42" RCP Storm Drain 12'-16'	LF	269.00	278.93	\$ 75,032.17	110.00		30,682.30				379.00	278.93	\$ 105,714.47
Allocation Table	12.20.210.270	54	48" RCP Storm Drain 0-8'	LF		278.59	\$	190.00		52,932.10				190.00	278.59	\$ 52,932.10
Allocation Table	12.20.210.275	55	48" RCP Storm Drain 8'-12'	LF	291.00	320.56	\$ 93,282.96	(16.00)		(5,128.96)				275.00	320.56	\$ 88,154.00
Allocation Table	12.20.210.280	56	48" RCP Storm Drain 12'-16'	LF	78.00	348.43	\$ 27,177.54	99.00		34,494.57				177.00	348.43	\$ 61,672.11
Allocation Table	12.20.210.410	57	Storm Drain - Testing and Accept	LF	17,657.00	35.62	\$ 628,948.97	402.95		14,353.24				18,059.95	35.62	\$ 643,302.21
Allocation Table	12.20.225.015	58	Curb Inlets Single 0-8'	EA	55.00	5,414.05	\$ 297,772.97	(3.57)		(19,348.68)				51.43	5,414.05	\$ 278,424.29
Allocation Table	12.20.225.020	59	Curb Inlets Single 8'-12'	EA	10.00	8,103.50	\$ 81,034.96	0.63		5,131.61				10.63	8,103.50	\$ 86,166.57
Allocation Table	12.20.225.025	60	Curb Inlets Single 12'-16'	EA	1.00	18,034.45	\$ 18,034.45	1.29		23,181.20				2.29	18,034.45	\$ 41,215.65
Allocation Table	12.20.225.030	61	Curb Inlets Double 0-8'	EA	34.00	9,190.90	\$ 312,490.76	4.00		36,769.80				38.00	9,190.90	\$ 349,260.56
Allocation Table	12.20.225.035	62	Yard Drains	EA	18.00	2,427.21	\$ 43,689.78	2.00		4,854.42				20.00	2,427.21	\$ 48,544.20
Allocation Table	12.20.225.050	63	Grated Inlet Type E 0-8'	EA	6.00	4,181.76	\$ 25,090.56	0.99		4,137.31				6.99	4,181.76	\$ 29,227.87
Allocation Table	12.20.225.055	64	Grated Inlet Type E 8'-12'	EA	1.00	11,044.09	\$ 11,044.09	(0.11)		(1,170.40)				0.89	11,044.09	\$ 9,873.69
Allocation Table	12.20.225.065	65	Storm Manhole 0-8'	EA	11.00	4,326.41	\$ 47,590.52	(1.07)		(4,622.49)				9.93	4,326.41	\$ 42,968.03
Allocation Table	12.20.225.070	66	Storm Manhole 8'-12'	EA	10.00	7,717.27	\$ 77,172.72	(0.11)		(864.13)				9.89	7,717.27	\$ 76,308.59
Allocation Table	12.20.225.075	67	Storm Manhole 12'-16'	EA	2.00	8,313.14	\$ 16,626.28							2.00	8,313.14	\$ 16,626.28
Allocation Table	12.20.210.025	68	24" MES	LF	23.00	2,276.85	\$ 52,367.58	(3.02)		(6,876.84)				19.98	2,276.85	\$ 45,490.74
Allocation Table	12.20.210.030	69	30" MES	LF	7.00	3,215.27	\$ 22,506.89	(1.00)		(3,215.27)				6.00	3,215.27	\$ 19,291.62
Allocation Table	12.20.210.035	70	36" MES	LF	4.00	3,989.55	\$ 15,958.20	1.00		3,989.55				5.00	3,989.55	\$ 19,947.75
Allocation Table	12.20.210.040	71	42" MES	LF	2.00	14,816.21	\$ 29,632.42	(1.00)		(14,816.21)				1.00	14,816.21	\$ 14,816.21
Allocation Table	12.20.210.045	72	48" MES	LF	3.00	15,440.76	\$ 46,322.28	1.00		15,440.76				4.00	15,440.76	\$ 61,763.04
Allocation Table	12.20.225.090	73	Underdrain	EA	15,960.00	41.53	\$ 662,821.20	85.66		3,557.60				16,045.66	41.53	\$ 666,378.80
Allocation Table	12.20.225.095	74	Underdrain Cleanouts	EA	60.00	672.78	\$ 40,366.80							60.00	672.78	\$ 40,366.80
Allocation Table	12.20.225.170	75	Control Structures	EA	7.00	18,285.90	\$ 128,001.30	1.03		18,831.14				8.03	18,285.90	\$ 146,832.44
Domestic Water																
Allocation Table	12.10.110.005	76	Connect to Existing Stub	EA	1.00	20,129.86	\$ 20,129.86	2.74		55,100.70				3.74	20,129.86	\$ 75,230.56
Allocation Table	12.30.310.090	77	WM-2" PVC	LF	500.00	18.21	\$ 9,105.00	160.00		2,913.60				660.00	18.21	\$ 12,018.60
Allocation Table	12.30.310.095	78	WM-4" PVC DR-18	LF	140.00	30.71	\$ 4,300.08	57.11		1,754.09				197.11	30.71	\$ 6,054.17
Allocation Table	12.30.310.100	79	WM-6" PVC DR-18	LF	520.00	36.69	\$ 19,080.70	11,940.93		438,156.20	1,368.24		50,205.75	13,829.17	36.69	\$ 507,442.65
Allocation Table	12.30.310.105	80	WM-8" PVC DR-18	LF	17,100.00	52.18	\$ 892,237.61	(10,050.12)		(524,391.52)	(77.51)		(4,044.26)	6,972.37	52.18	\$ 363,801.83
Allocation Table	12.30.310.110	84	WM-10" PVC DR-18	LF	-	73.40	\$	1,480.00		108,627.83	(1,480.00)		(108,627.83)		73.40	\$
Allocation Table	12.30.310.115	81	WM-12" PVC DR-18	LF	2,540.00	120.13	\$ 305,133.36	(193.71)		(23,271.01)				2,346.29	120.13	\$ 281,862.35
Allocation Table	12.30.310.335	82	WM - Test & Chlorinate	LF	20,800.00	8.84	\$ 183,821.60	745.43		6,587.76	(8,921.22)		(78,841.96)	12,624.21	8.84	\$ 111,567.40
Allocation Table	12.30.315.005	83	WM-4" Gate Valves	EA	2.00	1,470.76	\$ 2,941.52							2.00	1,470.76	\$ 2,941.52
Allocation Table	12.30.315.010	84	WM-6" Gate Valves	EA	32.00	1,807.94	\$ 57,854.08	29.00		52,430.26	4.00		7,231.76	65.00	1,807.94	\$ 117,516.10
Allocation Table	12.30.315.015	85	WM-8" Gate Valves	EA	41.00	3,232.20	\$ 132,520.23	(21.45)		(69,336.29)				19.55	3,232.20	\$ 63,183.94
Allocation Table	12.30.315.020	92	WM-10" Gate Valves	EA		4,189.48		4.00		16,757.92	(4.00)		(16,757.92)		4,189.48	\$
Allocation Table	12.30.315.025	86	WM-12" Gate Valves	EA	9.00	5,232.19	\$ 47,089.71							9.00	5,232.19	\$ 47,089.71
Allocation Table	12.30.320.010	87	WM-Fire Hydrants	EA	32.00	5,353.18	\$ 171,301.76	4.00		21,412.72	2.00		10,706.36	38.00	5,353.18	\$ 203,420.84
Allocation Table	12.30.320.015	88	WM-2" Flushing Hydrant	EA	18.00	2,154.11	\$ 38,773.98				1.00		2,154.11	19.00	2,154.11	\$ 40,928.09
Reclaimed Water																
Allocation Table	12.35.360.090	89	RW-2" PVC	LF	500.00	18.48	\$ 9,240.00							500.00	18.48	\$ 9,240.00
Allocation Table	12.35.360.095	90	RW-4" PVC DR-18	LF	40.00	49.64	\$ 1,985.54	(7.61)		(377.69)				32.39	49.64	\$ 1,607.85
Allocation Table	12.35.360.100	91	RW-6" PVC DR-18	LF	840.00	40.49	\$ 34,013.06	16,930.38		685,540.61				17,770.38	40.49	\$ 719,553.67
Allocation Table	12.35.360.105	92	RW-8" PVC DR-18	LF	14,800.00	60.26	\$ 891,888.34	(13,182.73)		(794,427.45)				1,617.27	60.26	\$ 97,460.89
Allocation Table	12.35.360.115	93	RW-12" PVC DR-18	LF	2,660.00	133.06	\$ 353,951.13	(289.19)		(38,481.23)				2,370.81	133.06	\$ 315,469.90
Allocation Table	12.35.360.210	94	RW - Testing & Acceptance	EA	18,840.00	7.76	\$ 146,153.68							18,840.00	7.76	\$ 146,153.68
Allocation Table	12.35.365.010	95	RW-4" Gate Valves	EA	2.00	1,470.76	\$ 2,941.52							2.00	1,470.76	\$ 2,941.52
Allocation Table	12.35.365.015	96	RW-6" Gate Valves	EA	2.00	1,846.89	\$ 3,693.78	34.00		62,794.26				36.00	1,846.89	\$ 66,488.04
Allocation Table	12.35.365.020	97	RW-8" Gate Valves	EA	37.00	3,069.82	\$ 113,583.37	(30.36)		(93,187.41)				6.64	3,069.82	\$ 20,395.96
Allocation Table	12.35.365.030	98	RW-12" Gate Valves	EA	10.00	5,232.19	\$ 52,321.90	(1.00)		(5,232.19)				9.00	5,232.19	\$ 47,089.71
Allocation Table	12.35.370.020	99	RW-2" Flushing Hydrant	EA	18.00	2,160.68	\$ 38,892.24							18.00	2,160.68	\$ 38,892.24
Street Improvements																
Allocation Table	12.40.410.020	100	Subgrade Prep. - 12" Stabilized Subgrade	SY	77,197.00	10.36	\$ 799,657.51	468.81		4,856.28	(60.60)		(627.76)	77,605.21	10.36	\$ 803,886.03
Allocation Table	12.40.440.015	101	4" Limerock Base (12.0' Multiuse Path)	SY	1,666.00	17.39	\$ 28,974.02							1,666.00	17.39	\$ 28,974.02
Allocation Table	12.40.425.015	102	6" Limerock Base	SY	60,501.00	16.90	\$ 1,022,508.41	4,380.36		74,031.07				64,881.36	16.90	\$ 1,096,539.48
Allocation Table	12.40.425.025	103	8" Limerock Base	SY	5,832.00	22.85	\$ 133,232.31	(4,730.96)		(108,079.11)				1,101.04	22.85	\$ 25,153.20
Allocation Table	12.40.415.020	104	Prime	SY	67,999.00	1.13	\$ 76,797.24	3,704.99		4,184.37				71,703.99	1.13	\$ 80,981.61
Allocation Table	12.40.415.010	105	1" Asphalt (First Lift) - Neighborhood Roadways	SY	65,568.00	8.87	\$ 581,499.28	437.11		3,876.56				66,005.11	8.87	\$ 585,375.84

Allocation Table	12.40.415.015	106	1.5" Asphalt (First Lift) - CR 315	SY	765.00	56.24	\$ 43,023.60							765.00	56.24	\$ 43,023.60
Allocation Table	12.40.430.015	107	1" Asphalt (Second Lift) - CR315	SY	1,688.00	12.75	\$ 21,515.13							1,688.00	12.75	\$ 21,515.13
Allocation Table	12.40.440.015	108	1.0" Asphalt - 12.0' Multiuse Path	SY	1,666.00	7.44	\$ 12,395.04							1,666.00	7.44	\$ 12,395.04
Allocation Table	12.40.415.025	109	Mill and Resurface Existing Asphalt - CR315	SY	923.00	62.73	\$ 57,900.86	183.06		11,483.68				1,106.06	62.73	\$ 69,384.54
Allocation Table	12.40.425.060	110	Stabilized Access Roads	SY	9,392.00	30.35	\$ 285,047.20	(4,360.30)		(132,335.20)				5,031.70	30.35	\$ 152,712.00
Allocation Table	12.40.435.025	111	Miami Curb and Gutter	LF	29,425.00	11.90	\$ 350,157.50	181.00	-	2,153.90				29,606.00	11.90	\$ 352,311.40
Allocation Table	12.40.435.010	112	18" Standard Curb and Gutter	LF	10,200.00	23.61	\$ 240,833.31	(1,435.64)	-	(33,896.97)	-		-	8,764.36	23.61	\$ 206,936.34
Allocation Table	12.40.435.030	113	Ribbon Curb	LF	6,952.00	24.64	\$ 171,297.28	358.00	-	8,821.12	-		-	7,310.00	24.64	\$ 180,118.40
Allocation Table	12.40.435.045	114	24" Valley Gutter	LF	2,640.00	32.65	\$ 86,196.00		-		-		-	2,640.00	32.65	\$ 86,196.00
Allocation Table	12.40.440.010	115	5.0' Sidewalks - Concrete	SF	86,670.00	6.24	\$ 541,206.26	(13,527.47)	-	(84,471.60)	(1,099.22)		(6,864.00)	72,043.31	6.24	\$ 449,870.66
Allocation Table	12.60.625.030	116	8.0' Asphalt Multiuse Trail	SY	4,117.00	7.44	\$ 30,630.48	283.00	-	2,105.52	-		-	4,400.00	7.44	\$ 32,736.00
Allocation Table	12.60.625.030	117	4" Limerock Base (8.0' Multiuse Path)	SY	4,117.00	17.16	\$ 70,647.72	7,427.27	-	127,452.00			-	11,544.27	17.16	\$ 198,099.72
Allocation Table	12.60.625.030	118	Subgrade for Multiuse Trail	SY	8,400.00	12.43	\$ 104,412.00	(335.00)	-	(4,164.05)			-	8,065.00	12.43	\$ 100,247.95
Allocation Table	12.40.445.010	119	ADA Handicap Ramps	EA	89.00	1,208.42	\$ 107,549.38	3.41	-	4,117.38	-		-	92.41	1,208.42	\$ 111,666.76
Allocation Table	12.40.460.045	120	Thermoplastic Pavement Markings	LS	1.00	122,339.18	\$ 122,339.18	0.04	-	5,212.46	-		-	1.04	122,339.18	\$ 127,551.64
Allocation Table	12.40.460.040	121	Temporary Pavement Markings (After 1st Lift)	LS	1.00	9,152.45	\$ 9,152.45		-		-		-	1.00	9,152.45	\$ 9,152.45
Allocation Table	12.40.460.085	122	6" PVC	LF	1,000.00	24.70	\$ 24,700.00		-		-		-	1,000.00	24.70	\$ 24,700.00
							\$		-	-			-			\$
Total Contract Price under Original Contract:																\$ 21,531,836.88
Total Contract Price change by Prior Change Orders:																\$ (188,389.92)
Total Contract Price change by Current Change Order: #2																\$ (145,465.75)
Total Contract Price including this Change Order:																\$ 21,197,981.21
Notes: "TM/NTE" shall mean "time and materials, not to exceed"; "NTE" shall mean "not to exceed;" "LS"shall mean "lump sum;" "LF" shall mean "linear foot";"CY" shall mean "cubic yard"; "SF" shall mean "square foot"; "SY" shall mean "square yard"; "EA" shall mean "each;" "WK" shall mean "week;" "MTH" shall mean "month."² UNIT PRICES ARE FOR INFORMATION PURPOSES ONLY AND FOR ESTABLISHING COSTS FOR CHANGES IN THE SCOPE OF THE WORK. THIS IS A STIPULATED SUM CONTRACT – NOT A UNIT PRICE CONTRACT.																

Tab 6

_____, 2025

Feed Mill Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

RE: Acquisition of Engineering Design Services (Saratoga Springs - CCUA
Transmission Main Project Design) – England, Thims & Miller, Inc.

Dear District Manager,

SRTG Dev Owner, LLC (“**Developer**”), has completed and wishes to convey to the Feed Mill Community Development District (“**District**”) certain work product, as further detailed in **Exhibit A** attached hereto (“**Work Product**”). The Developer wishes to convey the Work Product to the District in exchange for the payment of **\$507,891.88**, representing the actual cost of producing the Work Product. Payment by the District is contingent upon receiving payment for the Work Product from Clay County Utility Authority in equal value.

Sincerely,

SRTG Dev Owner, LLC

Printed Name: _____
Title: _____

Exhibit A: Description of Work Product

Exhibit A

Description of Work Product

Engineering Design Services for Feed Mill CDD
(Saratoga Springs - CCUA Transmission Main Project Design)

The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated June 14, 2024, and Amendment No. 1 dated October 7, 2024, between SRTG Dev Owner, LLC and **England, Thims & Miller, Inc.**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$529,505.00	\$529,505.00	\$507,891.88	\$507,891.88

AFFIDAVIT REGARDING COSTS PAID

Engineering Design Services for Feed Mill CDD
(Saratoga Springs - CCUA Transmission Main Project Design)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I, _____, of **SRTG Dev Owner, LLC (“Developer”)**, a limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is _____, and I am _____ of the Developer. I have authority to make this affidavit on behalf of Developer.
3. The Developer is the developer of certain lands within Feed Mill Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The *Master Engineer’s Report*, dated February 12, 2025, among other applicable reports related to the District’s current and future bond series (together, “**Engineer’s Report**”) describes certain work product for improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pursuant to the agreement and invoices (“**Agreement**”) described in **Exhibit A** hereto, Developer has expended funds to develop work product described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the work product completed to date and states the amounts that Developer has spent on the work product.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the infrastructure improvements and/or work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing *Affidavit Regarding Costs Paid* and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2025.

SRTG Dev Owner, LLC, a limited liability company

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

Exhibit A: Description of Work Product

Exhibit A

Description of Work Product

Engineering Design Services for Feed Mill CDD
(Saratoga Springs - CCUA Transmission Main Project Design)

The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated June 14, 2024, and Amendment No. 1 dated October 7, 2024, between SRTG Dev Owner, LLC and **England, Thims & Miller, Inc.**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$529,505.00	\$529,505.00	\$507,891.88	\$507,891.88

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND
THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR
THE PRODUCTION OF SAME**

(Engineering Design Services for Feed Mill CDD -
Saratoga Springs - CCUA Transmission Main Project Design)

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of _____, 2025, by **ENGLAND, THIMS & MILLER, INC.**, a Florida corporation, with a mailing address of 14775 Old St. Augustine Road, Jacksonville, FL 32258 (“Professional”), in favor of the **FEED MILL COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Rizzetta and Company, Inc., 2806 N. Fifth Street, Suite 403, St. Augustine, Florida 32084.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain infrastructure improvements (“Work Product”) for SRTG Dev Owner, LLC, developer of lands within the District (“Developer”). A copy of the contract for said Work Product is attached as **Exhibit A** (“Professional Contract”). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has let a construction contract for construction of the improvements set forth in said Work Product and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. RELEASES. Premised upon the District’s agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District’s right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product is free of all claims, security agreement, encumbrances or liens.

SECTION 5. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 6. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has

been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product.

SECTION 7. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

ENGLAND, THIMS & MILLER, INC., a
Florida corporation

[print name]

By: _____
Its: Principal/President

[print name]

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____

Exhibit A: Professional Contract

Exhibit B: Description of Work Product

Exhibit A
Professional Contract

DESIGN PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made as of June 14, 2024**BETWEEN**

"Owner ":

SRTG Dev Owner, LLC

c/o 500 Boylston Street, Suite 2010

Boston, MA 02116

Telephone: 617-221-8400

Email: Contracts@freeholdcm.com

and the "Consultant":

England, Thims & Miller, Inc.

Bradley Weeber

14775 Old St. Augustine Road

Jacksonville, FL 32258

Telephone: 904-265-3192

Email: weeberb@etminc.com

The "Development Manager" is:

FCM FL, LLC dba Freehold Communities

Attn: Dan McCormick

Telephone: 561-631-0697

Email: dem@freeholdcommunities.comCopy to: Contracts@Freeholdcm.com

The "Project" (of which the Services under this Agreement are a part) is generally identified as:

Saratoga Springs Master 1A CCUA Mains Project located in Clay County, FL

THIS DESIGN PROFESSIONAL SERVICES AGREEMENT ("Agreement"), effective as of the date set forth above ("**Effective Date**"), is between Owner and Consultant, who state and agree as follows:

1. CONSULTANT'S SERVICES AND OBLIGATIONS

1.1. **Services.** The Consultant shall provide the professional services for the Project as set forth in the "Scope of Services" attached to this Agreement as Exhibit A (the, "Services"); provided, however, that Consultant shall only provide those Services for which Owner has issued a written authorization to proceed.

The standard of care for all Services performed or furnished by Consultant and the Consultant Parties (as such term is defined below) under this Agreement, shall be that care and skill ordinarily exercised by experienced members of Consultant's profession practicing under similar conditions and like circumstances on similar projects in the State in which the Project is located. The Consultant shall perform and complete the Services in the most expeditious and economical manner that is consistent with such professional skill and care, the interests and intended use of Owner, and the orderly progress of the Project.

The Consultant shall be responsible for the acts and omissions of its agents, its representatives, directors, officers, principals, owners, employees, and the Subconsultants (as such term is defined below), and the agents representatives, directors, officers, principals, owners, and employees of its Subconsultants (of every tier), any other persons or entities providing or to provide Services to the Project on behalf of or at the request of the Consultant, and any other persons or entities for which the Consultant is responsible (collectively the "Consultant Parties"). The

Consultant shall not remove or replace any Subconsultant or key personnel working on the Project or assign them to other projects in a manner that adversely affects their ability to perform their duties on the Project, unless and until the Owner has approved such removal, replacement or assignment in writing. In the event that any of the Consultant Parties fail to properly perform the Services or otherwise hinder or impair the Project's progress, the Consultant shall replace such person or entity as reasonably requested by the Owner in writing. Consultant shall promptly correct any errors or omissions of Consultant and/or the Consultant Parties and re-perform any service otherwise not meeting requisite standard of care at no additional cost to Owner.

To the extent that the Services call for Consultant to provide the same during actual construction of the Project, Consultant shall oversee and monitor the construction using that care and skill ordinarily exercised by experienced members of Consultant's profession practicing under similar conditions and like circumstances on similar projects in the State in which the Project is located. Consultant shall observe and become familiar with the general quality of construction, as well as the general construction means, methods, materials, techniques, sequences and procedures used by the contractor and its subcontractors, and, upon becoming aware of the same, promptly report in writing to Owner any instance where the materials or workmanship or the general quality of construction is not in conformance with the plans and specifications, code requirements, or generally accepted industry standards of quality. Notwithstanding such Services, Consultant shall have no authority to bind Owner unless expressly authorized in writing by an Authorized Signatory of Owner (as identified below). Consultant shall use that care and skill ordinarily exercised by experienced members of Consultant's profession practicing under similar conditions and like circumstances on similar projects in the State in which the Project is located to ensure that defects and deficiencies do not occur during construction of the Project. If a defect or deficiency is discovered by Consultant or the Consultant Representatives, Consultant shall bring the same to the attention of Owner and Development Manager immediately. Further, except as expressly set forth herein, the Consultant shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the construction of the Project.

1.2. **Time of Performance. TIME IS OF THE ESSENCE** with regard to the Consultant's and Consultant Parties' performance of Services under this Agreement. Within ten (10) days following the Effective Date, the Consultant shall prepare and submit for Owner's written approval a total Project time schedule for performance of the Services which shall be adjusted, if necessary, and with prior approval from Owner, as the Project proceeds. In addition, within ten (10) days following the Effective Date, the Consultant shall prepare and submit to Owner, and (with Owner's written approval) periodically update, a detailed Project design time schedule showing design phases, specific milestones, work activities, meeting dates, and a list of expected deliverable items resulting from the Services. This schedule shall include allowances for periods of time required for Owner's review and written approval, for the performance by Owner's other consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved in writing by the Owner shall not be exceeded by Consultant or the Consultant Parties without the Owner's or Development Manager's prior written consent. The Consultant's review and approval of any documents from the Owner or Owner's contractor(s) including submittals or payment applications, shall take place promptly so as to avoid delay in the orderly and sequential progress of the Project and in no case longer than required by the agreed upon Project schedule or in the contract for construction of the Project (as applicable). Consultant agrees to perform its Services continuously, diligently, and energetically and to complete the Services in accordance with the Project schedule.

1.3. **Certificates and Licensure.** During the term of this Agreement, Consultant and the Consultant Parties shall maintain all Federal, State and local certificates and licenses required for the respective Services contemplated by this Agreement in current status and good standing.

1.4. **Services of Others.** The Consultant shall coordinate its Services with the Owner's and Owner's general contractor(s) subcontractors or other consultants as reasonably necessary for consistency of the Consultant's documents and Services with those of such subcontractors or other consultants. Except as expressly set forth herein, the Consultant shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the construction of the Project.

1.5. **Safety.** Notwithstanding the foregoing Section 1.4, Consultant is solely responsible for and has sole control over (i) means, methods, techniques, and procedures for its Services, including without limitation those related to or required under the Laws pertaining to Covid 19 or any other form of viral, respiratory or health-related pandemic or epidemic and (ii) initiating, maintaining, and supervising all safety precautions in connection with the performance of any on-site Services. Consultant shall take all necessary precautions for safety and security of persons or property in connection with any on-site Services, and shall provide protection to prevent damage, injury, or loss to persons or property, including employees performing the Services, other persons that may encounter or be affected by the Services, the property itself, and any other personal or real property that may be affected by the Services.

1.6. **Owner's Development Manager.** Owner has engaged the Development Manager identified above to manage the Project. Consultant agrees that it shall render and furnish to Development Manager the Services and materials to which Owner is entitled under this Agreement, at the times when Owner is entitled to the same and shall otherwise fully cooperate with the Development Manager in regards to the Project and the Services it has been retained to provide to Owner. Except as otherwise provided hereunder, Consultant shall endeavor to communicate with Owner through the Development Manager.

1.7. **Certain Representations and Warranties.** The Consultant hereby represents and warrants that the Consultant (i) is financially solvent; (ii) has sufficient experience and competence to perform the Services set forth in this Agreement; (iii) is authorized to do business in the state in which the Project is located; (iv) maintains professional liability insurance in the amounts and with the coverage required hereunder; (v) has complied with all licensing requirements in the state in which the Project is located; and (vi) properly holds in good standing a current applicable professional's license in the state in which the Project is located.

2. SUBCONTRACTING

2.1. **Subcontracting Covenants.** Consultant shall not contract with or otherwise engage, employ or use the services of any other consultants, contractors or other third parties (each, a "Subconsultant" and collectively, the "Subconsultants") in connection with the performance of Consultant's obligations hereunder, without Owner's prior written consent in each instance. No subcontracting by Consultant (nor Owner's approval thereof) shall release Consultant of its obligations under this Agreement. The fees of all Subconsultants for the Services are included in the respective fees detailed in the "Fee Schedule" attached hereto as Exhibit B, whether or not expressly itemized therein. Consultant shall be responsible for all fees and expenses payable to any Subconsultants and shall promptly pay the same to avoid any claim of lien against the Project.

2.2. **Subcontracts.** All Services of the Subconsultants shall be provided pursuant to written agreements with the Consultant that specifically bind such Subconsultants to the terms of this Agreement, to the extent applicable, and protect Owner's rights under this Agreement with respect to the Services to be performed by Subconsultants, so that subcontracting those Services will not prejudice Owner's rights. Such agreements shall, without limiting the foregoing, require the consultants to carry and maintain insurance coverage required Subconsultants in Exhibit G, "Insurance Required of Consultants and Service Providers." Nothing contained herein shall create any relationship of contract or agency between Owner and any Subconsultant, notwithstanding Owner's consent to that Subconsultant. No dealings of any kind whatsoever between Owner and any Subconsultant shall be deemed a waiver of the foregoing. Owner shall be a third-party beneficiary of the obligations of Subconsultants under their respective agreements with Consultant. The Consultant shall furnish the Owner with copies of such agreements and any proofs of insurance at Owner's request.

3. CHANGES, ADDITIONAL SERVICES

3.1. **Additional Services.** Owner, without invalidating this Agreement, may order changes in the Services, consisting of additions, deletions, or other revisions to the Scope of Services (any such additions, "Additional Services"). Additional Services shall not include tasks that are reasonably inferable from the Services, necessary as part of the Services or otherwise necessary in connection with the completion of the Scope of Services under this Agreement, whether or not they are specifically identified on Exhibit A. Further, making revisions in any Instruments of Service or other deliverables under this Agreement shall not constitute Additional Services when such revisions: (i) are requested before Owner has finally approved the applicable phase of drawings, specifications or other

deliverables unless such revisions are inconsistent with a prior written directive or approval of Owner; (ii) are required by reason of Consultant's or a Consultant Party's fault, inaccuracy, error or negligence; (iii) are required by reason of a change that is not substantial; or (iv) are initiated by Consultant as a result of Consultant's reevaluation of a previous design judgment, or which are minor or ministerial in nature.

3.2. **Change Process.** Consultant specifically acknowledges and agrees that Owner has a strict policy with respect to the procedures applicable to obtaining payment for changes in the Services and compensation therefor or the allocation thereof among the Services. Such policy requires that all such changes must be authorized by means of a Change Order or Amendment signed by the Owner's Authorized Signatory identified in Section 12.12. If Consultant wishes to request any such change for any reason, the Consultant shall provide Owner with a written proposal describing the change, including the scope for the Additional Services, an itemized schedule of any additional fees and expenses and/or additional time associated, as applicable. Any Additional Services will be separately compensated at a mutually agreed lump sum fee or at the hourly rates set forth in Exhibit C, "Rate Card". Consultant shall not perform any Additional Services, and the Owner shall have no obligation to pay additional compensation or expenses associated with any such change, unless and until the same is authorized by the Owner in writing pursuant to this Section 3. Additional Services shall be provided pursuant to the applicable written authorization from Owner and in accordance with the terms of this Agreement. Notwithstanding any of the provisions of this Agreement, the Consultant shall not be entitled to compensation or an extension of time for any Services required due to the negligence, willful misconduct or breach of contract of the Consultant or any of the Consultant Parties.

3.3. A written Amendment or Change Order executed in accordance with this Agreement is a strict condition precedent for the payment for Additional Services or other changes to any Not-To-Exceed amounts set established under this Agreement, including those in any Exhibits hereto. The parties agree that under no circumstances will an act or failure to act on the part of Owner or any of its representatives constitute a waiver of this requirement or other procedures and requirements for extra services. Accordingly, no course of conduct or dealings between the parties, no oral agreement, no expressed or implied acceptance of alterations or additions to the Services, and no claim that the Owner has been unjustly enriched by any alterations or additions to the Services shall be the basis of any claim for an increase in any amount due under the Agreement or other modification of any term of this Agreement and Consultant hereby expressly waives any such claim.

4. OWNER'S OBLIGATIONS

4.1. **Supply of Information.** Upon the Consultant's reasonable written request and to the extent applicable to the Services, the Owner shall furnish information in a reasonably timely manner regarding requirements for and limitations of the Project, including, if requested, a written program that shall set forth the Owner's objectives, schedule, constraints and criteria such as space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2. **Owner's Review.** The Owner shall use commercially reasonable efforts to examine the documents submitted by Consultant and render decisions pertaining thereto in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Owner's approvals shall not relieve Consultant of any of its duties and obligations hereunder. Any audits, reviews, or other services provided by Owner's other consultants shall be solely for Owner's benefit and shall not relieve Consultant of any of its duties and obligations in this Agreement.

4.3. **Owner's Other Consultants.** The Owner shall use commercially reasonable efforts to coordinate the services of its own consultants with those Services provided by the Consultant. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project and obtains the Owner's prior authorization in accordance with Section 3.

4.4. **Administrative Services.** Except as otherwise required in Section 6 or elsewhere in this Agreement, the Owner shall furnish all legal, insurance and accounting services, including auditing services, that the Owner

determines in its sole discretion are necessary at any time for the Project to meet the Owner's needs and interests. The Consultant shall be responsible for its own legal, insurance and accounting costs hereunder.

4.5. **Notice of Defect.** The Owner shall provide prompt written notice to the Consultant if the Owner becomes actually aware of any fault or defect in the Project including, but not limited to, errors, omissions or inconsistencies in the Consultant's Instruments of Service, but the Owner's failure to do so shall not relieve Consultant of its duties and responsibilities hereunder, and Owner shall have no independent duty of observation, inspection, or investigation.

4.6. **Testing, Inspection and Reports.** Notwithstanding anything to the contrary in this Agreement, the Consultant shall have an independent duty to notify the Owner in writing of any additional tests, inspections, reports, or any portions thereof that, in the Consultant's professional judgment, are required, but the Consultant's failure to do so shall not limit the Owner's rights hereunder or under any applicable Laws (as defined below) to raise and/or pursue any claims against Consultant for Consultant's acts or omissions or breach of this Agreement. If Consultant observes tests, inspections or reports, that are flawed or defective, Consultant shall promptly notify Owner in writing but the Consultant's failure to do so shall not limit the Owner's rights hereunder or under any applicable Laws to raise and/or pursue any claims against Consultant for Consultant's acts or omissions or breach of this Agreement.

5. INTELLECTUAL PROPERTY

5.1. **Instruments of Services.** The "Instruments of Service" are drawings, specifications, and other documents and representations, including, but not limited to, those in digital or electronic form, prepared by the Consultant and the Consultant Parties, in performance of the Services. The Consultant and the Consultant Parties shall ensure that their Services and the Instruments of Service comply with all applicable laws, statutes, codes, ordinances, rules, regulations, and lawful orders and requirements of public authorities, including, but not limited to, those that relate to hazardous materials, accessibility for the physically challenged, privacy and protection of confidential information (collectively the "Laws"). Without limiting the foregoing, the term "Laws" shall include Laws related to Covid 19 or any other form of viral, respiratory or health-related pandemic or epidemic.

5.2. **Assignment of Rights.** The Consultant represents that it and the Consultant Parties are the authors and owners of their respective Instruments of Service, and, upon their preparation, shall initially hold all common law, statutory and other reserved rights, including copyrights. The Consultant hereby irrevocably assigns, transfers and sets over to Owner all right, title and interest in and to such Instruments of Service, with all common law, statutory and other reserved rights, including copyrights and all intellectual property rights therein; provided, however, that the Owner hereby grants to the Consultant a nonexclusive, non-transferable and royalty-free license to use, reproduce and distribute all or any portions of such Instruments of Service solely for purposes related to the Project, archival records, and marketing materials, subject to the Non-Disclosure and Non-Publicity sections below. The Consultant shall obtain from its consultants all rights in such Instruments of Service necessary to comply with this Section 5. Submission or distribution of Instruments of Service to meet official regulatory or permitting requirements, financing requirements, or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner, the Consultant or the Consultant's consultants.

5.3. **No Other Rights.** Except for the transfers, assignments and licenses granted in this Section 5, no other license or intellectual property right in any Instruments of Service shall be deemed granted or implied under this Agreement. Neither the Consultant nor the Owner shall assign, delegate, sublicense, pledge or otherwise transfer any license granted in this Section 5 to another party without the prior written consent of the other party, except the Owner may and its successor, owners and developers of the Project may transfer or assign any license or any other rights or interests granted in this Section 5 to a buyer or grantee of all or a part of the Project, an entity affiliated with the Owner, or a lender or equity investor. After assignment of any particular Instruments of Service has been accomplished, the Owner may authorize other similarly credentialed professionals to reproduce and make changes, corrections or additions to such Instruments of Service to the extent allowed by Laws, and without liability of the Consultant in connection with such changes, corrections or additions.

6. INSURANCE

The Consultant shall, at its expense, maintain insurance that meets or exceeds the minimum requirements detailed in Exhibit G hereto for the duration of this Agreement or such longer duration as may be required in Exhibit G or otherwise hereunder. This section shall survive the expiration and termination of this Agreement and the completion of the Services.

7. CLAIMS

7.1. **Time for Commencement.** The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution established in this Agreement within the period specified by the Laws, but in any case not more than any express repose period as established by applicable Laws.

7.2. **Waivers of Subrogation.** To the extent damages are recovered by builder's risk property insurance applicable to the Work prior to Substantial Completion, the Owner and Consultant waive all rights, (including rights of subrogation) against each other and the Additional Insureds and the contractors, subcontractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. Furthermore, the Consultant waives, and shall cause all of its consultants to waive, all rights of recovery (including rights of subrogation) now existing or hereafter acquired against the Owner and each other Additional Insured for any claim, injury, loss or damage arising from any occurrence that is covered by any insurance maintained by the Consultant or its consultants or would have been covered by any insurance required to be maintained under this Agreement. The Consultant shall cause all insurance policies maintained by the Consultant and its consultants to include a waiver of subrogation clause or endorsement denying to the insurer rights of subrogation against the Owner and each other Additional Insured.

8. INDEMNIFICATION.

Notwithstanding anything to the contrary in this Agreement, the Consultant and Owner agree as follows:

8.1. **Indemnification Obligations.** To the fullest extent permitted by applicable Laws, Consultant shall defend, save, indemnify and hold free and harmless Owner, FCM FL, LLC and Owner's construction lender(s) providing financing for the Project (if any), and such other persons or entities required to be named as "Additional Insureds" in Exhibit G incorporated herein, and each of their employees, directors, owners, members, managers, partners, officers, parents (of every tier), subsidiaries, affiliates, agents, joint venturers and representatives (with all of the foregoing hereinafter referred to individually as an "Indemnified Party" and collectively as the "Indemnified Parties") from and against any and all loss, cost, damage, expense, claim, demand and liability, including, without limitation, reasonable attorneys' fees, expert fees and court costs arising out of or resulting from (i) the active or passive negligent acts, error, or omissions, the gross negligence or willful misconduct of Consultant or any Consultant Party, in the performance by Consultant under this Agreement (ii) breach of this Agreement by Consultant or any Consultant Party (iii) violation of law by the Consultant or any Consultant Party or (iv) any claim asserted against for an infringement of a patent, trademark, copyright or other intellectual property rights in connection with the preparation or use of any Instruments of Service.

Florida Statute § 725.06. In the event that the Project is in Florida and the indemnity obligations hereunder violate § 725.06, then the indemnity obligation described herein is limited to the amount of CGL insurance (including umbrella policies) required by the Agreement or Five Million (\$5,000,000), whichever is greater, it being agreed that such limitation if effectuated would bear a reasonable commercial relationship to the contract. Further the parties agree that said limitation on the Consultant's indemnity obligation bears a reasonable commercial relationship to the Agreement and the risks associated with Consultant's performance thereunder. The indemnity obligation

described herein is intended to be consistent with the scope of indemnity obligations authorized by Florida Statute § 725.06, the provisions of which are incorporated herein by reference. Therefore in the event any portion of the indemnity obligations described in the Agreement is determined to be inconsistent with Florida Statute § 725.06, the provisions of Florida Statute § 725.06 shall control, the indemnity provisions shall be deemed amended so that they provided the greatest amount of indemnity that is consistent with the law of the state where the Project is located, it being the intention of the parties that Consultant shall indemnify the Indemnified Parties to the fullest extent authorized by Florida law. Additionally, the parties agree that the indemnity provisions set out herein shall be deemed to be incorporated into the project specifications or bid documents for the project, if any.

Notwithstanding the foregoing: (1) Consultant's obligation to "defend" the Indemnified Parties (as contrasted with Consultant's obligation to "indemnify" the Indemnified Parties and "hold the Indemnified Parties harmless" , which remain as stated above) only applies to a Claim arising from Consultant or the Consultant Parties' negligent performance of professional services to the extent that a defense of an Indemnified Party is available under the insurance coverages maintained by Consultant (which shall in no event shall be less than the limits and coverage Consultant is required to maintain under this Agreement); and (2) the indemnifiable damages shall not exceed the amount and types of damages that are recoverable under Florida law.

The indemnification obligations assumed under this Section 8 shall not be limited by a limitation on the amount or type of damages which might otherwise be recoverable by Owner against the Consultant.

8.2. **Survival.** The Consultant's obligations under this Section 8 shall survive the termination or expiration of this Agreement and completion of the Services required hereunder.

9. DISPUTES

9.1. **Lien Disputes.** If any dispute or other matter in question arising out of or related to this Agreement relates to or is the subject of a lien arising out of the Consultant's Services, the Consultant or Owner may proceed in accordance with the Laws to comply with the lien notice or filing deadlines, or to defend against or obtain the discharge of such lien, prior to or during resolution of the matter. Consultant shall satisfy and discharge any lien filed by any Subconsultant in accordance with Section 11.9.

9.2 **Dispute Resolution Procedure.** The Owner and Consultant agree to negotiate in good faith regarding claims, disputes and other matters in question arising out of or relating to this Agreement ("Claims") as follows: Any party may give the other party written notice of any Claim not resolved in the normal course of business. Owner and Consultant agree to meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as reasonably necessary to attempt to resolve the Claim. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as inadmissible compromise and settlement negotiations for purposes of all rules of evidence. If the matter is not resolved within thirty (30) days from the initial written notice of the Claim, or if no meeting takes place within fifteen (15) days after such initial notice, then either party may initiate mediation as provided herein.

9.3 In the event a Claim is not wholly resolved through negotiation by the parties within thirty (30) days from the initial written notice of the Claim, or if no meeting takes place within fifteen (15) days after such initial notice as provided for in Section 9.2 above, the Owner and the Consultant, unless they agree otherwise in writing, shall endeavor to resolve the Claim through mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Unless otherwise agreed to by the parties, such mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect at the time of the dispute. The request for mediation shall be filed in writing with the other party and with the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally, and the mediation shall be held in the state and county where the Project is located, unless otherwise agreed to in writing by the parties. If mediation is not successful, any disputes may be resolved through litigation in a court of competent jurisdiction. The pre-litigation mediation shall be deemed to have complied with and satisfied any standing orders or other judicial mandates requiring the parties' participation in alternative dispute resolution prior to trial. Except as

expressly stated herein, the Services shall otherwise be performed continually and expeditiously by Consultant, including during the pendency of a Claim(s), a dispute or the dispute resolution process contemplated herein.

9.4. **Binding Dispute Resolution.** If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in the state and county where the Project is located.

9.5. Notwithstanding the foregoing, negotiation or mediation shall not be a condition precedent to a lien or legal or equitable proceedings if: (a) the legal or equitable proceedings concern a temporary restraining order, preliminary injunction, or other emergency relief; or (b) despite good faith efforts, the negotiation or mediation cannot be completed before the expiration of an applicable lien filing or notice deadline, or before the expiration of an applicable statute of limitations, statute of repose, or other legal time limit.

9.6. **Joinder.** Notwithstanding the foregoing, with respect to any claim, lawsuit or arbitration brought by or against any of the Indemnified Parties arising out of or related to the Project, Services or Agreement, Consultant hereby consents to be joined as a party in such dispute resolution process, lawsuit or arbitration. If the Consultant is joined as a party to an arbitration proceeding, the award rendered by the arbitrator shall be final, and judgment may be entered against Consultant thereon in accordance with applicable Laws in any court having jurisdiction thereof. In addition, in connection with any such arbitration proceedings, each party shall include by joinder as part of the arbitration persons or entities substantially involved in a common question of law or fact whose presence is necessary if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder or is otherwise required to arbitrate such disputes.

9.7. **Jury Trial Waiver.** **IN THE EVENT LITIGATION IS BROUGHT FOR THE RESOLUTION OF ANY CONSTRUCTION DISPUTE OR ANY OTHER CLAIM OR DISPUTE ARISING FROM THE PROJECT, SERVICES OR THIS AGREEMENT, THE PARTIES DO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY SUCH LITIGATION AND THE ISSUES TO BE TRIED THEREIN. IT IS THE INTENT OF THE PARTIES THAT, IN ANY SUCH LITIGATION BETWEEN THE PARTIES, ALL ISSUES IN SUCH LITIGATION SHALL BE TRIED TO A JUDGE AND NOT A JURY.**

9.8. **Attorney's Fees.** If any action at law or in equity, including an arbitration proceeding, is necessary to enforce or interpret the terms of this Agreement or to recover damages for breach of contract, negligence or misconduct arising out of or in connection with the performance of the Services hereunder, the Court or the arbitrator(s), as applicable, shall determine the prevailing party and award to such prevailing party, in addition to any other relief to which such party is entitled to recover, its reasonable attorneys' fees, expert witness fees, costs, and other reasonable expenses incurred in such proceeding.

9.9. **Effect on Performance.** Except as provided in Section 10, no claim, dispute or controversy of any kind shall interfere with the progress or performance of the Services (including any Additional Services), and Consultant shall continue performing the Services without interruption notwithstanding any dispute arising out of or related to the Services or this Agreement, and Owner shall continue to make payments of amounts not subject to dispute or withholding.

9.10. **Survival.** The provisions of this Section 9 shall survive the termination or expiration of this Agreement and completion of the Services.

10. TERM, TERMINATION OR SUSPENSION

10.1 **Term.** The Agreement shall take effect on the Effective Date and, unless earlier terminated pursuant to Section 10.2 and 10.3, shall expire when Consultant has completed the Services to Owner's satisfaction and satisfied the conditions for Final Payment provided for herein and Owner has made the Final Payment to Consultant (the "Term").

10.2. **Termination or Suspension by Consultant.** The Consultant shall give the Owner fourteen (14) days' written notice of the Consultant's intention to terminate or suspend provision of the Services due to the Owner's failure to

make undisputed payments that are properly due to the Consultant in accordance with this Agreement (which period shall constitute an opportunity to cure). This notice shall detail the Consultant's specific reason(s) for its intended termination or suspension and shall state with specificity the means by which the Owner may cure the alleged default. If the Owner fails to cure the alleged default or justify its lack of payment in accordance the terms of this Agreement, the Consultant may give notice of termination or suspension of its Services five (5) days thereafter. Services shall otherwise be performed continually and expeditiously, including during the pendency of disputes.

10.3. Termination or Suspension by Owner. The Owner may terminate this Agreement upon not less than seven (7) days' written notice (which period shall constitute an opportunity to cure) should the Consultant or any of the Consultant Parties fail substantially to perform in accordance with the terms of this Agreement through no fault of the Owner. Following a termination by the Owner under this paragraph, if a court or arbitrator(s) of competent jurisdiction determines that the Consultant did not fail to substantially perform in accordance with the terms of this Agreement, then such termination shall be deemed a termination for convenience as provided for below.

Defaults under this Agreement by Consultant shall include, but not be limited to (i) the Consultant's failure to perform the Services in accordance with: (A) the terms of this Agreement; (B) the Laws; or (C) any rules, standards or practices established by Owner or Owner's lenders or investors as being reasonably necessary to conduct operations on Owner's premises including the Project; (ii) at Owner's sole discretion, if Owner deems that the Consultant is insolvent; or (iii) if the Consultant makes an assignment for the benefit of creditors or is a party to a voluntary or involuntary bankruptcy proceeding.

The Owner for its convenience and at its sole discretion may at any time suspend or terminate this Agreement upon not less than seven (7) days' written notice to the Consultant without cause. Upon receipt of notice, the Consultant shall immediately cease rendering Services except to the extent reasonably necessary to conclude Services in an orderly fashion after Consultant has provided written notice thereof to Owner; provided that, upon Owner's request in the case of termination, which request shall be at Owner's sole discretion, Consultant agrees to continue to work with Owner in good faith for thirty (30) days following the effective date of such termination to transition or conclude the Services.

If the Owner voluntarily suspends the Project for reasons other than the fault of the Consultant or any of the Consultant Parties, the Consultant shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses reasonably incurred in the interruption and resumption of the Services. The Consultant's fees for the remaining Services and the time schedules may, after thirty (30) days of Consultant's resumption of Services, be equitably adjusted by mutual agreement between the Owner and the Consultant if requested and appropriate under the circumstances.

If the Owner suspends the Project for more than one hundred twenty (120) cumulative days for reasons other than (i) the fault of the Consultant or any of the Consultant Parties, (ii) a national emergency from which the Services or construction work contemplated thereby are exempted or "deemed essential", or (iii) arising from Covid 19 or any other form of viral, respiratory or health-related pandemic or epidemic, the Consultant may terminate this Agreement by giving not less than fourteen (14) days' written notice to Owner.

In the event of termination not the fault of the Consultant, the Consultant will be compensated only for (i) Services performed by Consultant or the Consultant Parties in accordance with this Agreement prior to the effective date of termination, (ii) Reimbursable Expenses due in accordance with this Agreement, upon the effective date of termination, plus (iii) those Reimbursable Expenses reasonably and properly incurred in the conclusion of Services in progress. The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Section 5.

10.4. Consultant Parties. The Consultant shall include provisions consistent with this Section 10 in all of its agreements with its Subconsultants.

10.5. Survival. All obligations, in addition to and without limiting those expressly identified herein, arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Consultant that logically should survive completion or termination or expiration

of this Agreement shall survive completion of the Consultant's Services under this Agreement and termination or expiration of this Agreement.

11. COMPENSATION, EXPENSES AND PAYMENT

11.1. **Compensation.** In consideration for Consultant providing the Services required under this Agreement, Consultant will be paid at the rates and fees set forth in the Fee Schedule attached hereto as Exhibit B. Owner will compensate Consultant for Services satisfactorily completed in accordance with this Agreement, pursuant to the Payment Section below. Service costs shall not exceed the rates, fees and total set forth in Exhibit B unless authorized in writing by Owner pursuant to a change order or amendment executed in accordance with this Agreement.

11.2. **Unit prices, Hourly Rates.** To the extent they become applicable in connection with Services billed on a time and materials/hourly basis pursuant to Exhibit B or any Additional Services requested by Owner in writing, the unit prices and/or hourly billing rates are those set forth in Exhibit C to this Agreement, which are the maximum respective rates allowed under this Agreement.

11.3. **Reimbursable Expenses.** Consultant may be reimbursed for reasonable, necessary and approved out-of-pocket expenses incurred by the Consultant and the Consultant Parties directly related to the performance of the Services (collectively, "Reimbursable Expenses") as identified and limited to the following, which expenses will be invoiced at direct cost and shall not exceed the maximum amount therefor listed in Exhibit B without prior written authorization from Owner pursuant to this Agreement:

- a) Transportation and authorized out-of-town travel and subsistence, if authorized in advance by Owner;
- b) Fees paid for securing approval of authorities having jurisdiction over the Project;
- c) Printing, reproductions, plots, standard form documents created for meetings, filings with agencies, distribution to builders or contractors other than those incidental to the development of Instruments of Service as part of the Services required under this Agreement;
- d) Postage, handling and delivery;
- e) Renderings, and presentation materials requested by the Owner; and
- f) Other similar Project-related expenditures authorized by Owner in writing.

11.4. **Supporting Documentation.** The Consultant shall provide receipts as backup for all Reimbursable Expenses for which it requests compensation. Records of Reimbursable Expenses and Services performed on the basis of hourly or unit rates shall be available to the Owner at Owner's request.

11.5. **Payments.** Except as otherwise provided hereunder, payment for Services shall be made monthly in proportion to Services performed. Consultant shall submit application(s) for payment to Owner at the address above, to the attention of "Accounts Payable" or via email at accounting@freeholdcm.com before the 5th of each month, for Services rendered in the preceding month. Applications for payment shall be in the format of Exhibit E (or a similar format acceptable to Owner in its sole discretion). Provided that Consultant delivers a properly completed Application for payment, Owner shall pay the same or each undisputed portion thereof, if any, within forty-five (45) days from receipt. Payment of applications for payment shall not constitute acceptance of Services and in no way will be considered a waiver of any rights or remedies available to Owner for Consultant's nonperformance or failure to otherwise comply with the terms of this Agreement.

Notwithstanding any provision herein to the contrary, Owner may adjust or reject a current or previous application for payment, and withhold amounts, (a) that Owner disputes are payable, pending resolution of the dispute, and (b) as Owner deems necessary to protect itself due to loss or damage incurred by or sought from Owner or other persons to whom Owner may be liable arising out of (i) the negligence of Consultant or the Consultant Parties or their failure to comply with this Agreement, (ii) defective work product not remedied, and/or (iii) claims related to the Services asserted or reasonable evidence that a claim may be asserted. In the event of any such withholding or adjustment Owner will provide Consultant a written explanation setting forth the basis therefore and to negotiate with the

Consultant in good faith to attempt to resolve such dispute. This Section in no way limits Owner's other rights and remedies against Consultant under this Agreement, whether at law or in equity.

11.6. Lien Releases. As a condition precedent to payment from the Owner to the Consultant pursuant to each application for payment, the Consultant shall, provide interim and final releases of liens, including interim and final releases of liens from the Consultant Parties and, if requested, evidence of payment to the Consultant Parties. Releases shall be in submitted in the format of Exhibit D hereto (or such other format as may be acceptable to Owner in its sole discretion).

11.7. Proof of Insurance. As a condition precedent to payment from the Owner to the Consultant pursuant to each application for payment, current certificates of insurance and endorsements evidencing that the Required Insurance (as such term is defined in Exhibit G) or insurance otherwise required hereunder is current and in effect must have been received by Owner. The Consultant's failure to furnish, or the Owner's failure to obtain, such certificates, endorsements or other proof of insurance shall not constitute a waiver by the Owner of such requirements or any other provision of this Agreement.

11.8. Final Payment to Consultant. Final payment, constituting the entire unpaid and outstanding balance of the Consultant's compensation under this Agreement, will be made by the Owner to the Consultant only after the following conditions precedent are satisfied:

- a) Consultant's Services hereunder are fully performed in accordance with the requirements of this Agreement and the Owner has accepted Consultant's completed Services;
- b) The Consultant has provided to the Owner the consent of Consultant's surety, if any, to final payment;
- c) The Consultant has provided proof of insurance in effect and in compliance with the requirements of this Agreement; and
- d) The Consultant has provided the Owner final lien waivers and releases, in a form satisfactory to the Owner in its sole discretion, from the Consultant, and Consultant's Subconsultants, laborers, sub-subcontractors, suppliers and material men.

Final payment to the Consultant shall in no way relieve the Consultant of liability for any obligations assumed under this Agreement, or for faulty or defective work discovered before or after final payment. Acceptance of Final payment by Consultant shall constitute a full waiver and release by Consultant of all claims, of any nature whatsoever, against Owner arising out of or relating to this Agreement.

11.9. Lien Recordation. If a lien is recorded against the Project by one of the Consultant Parties then the Consultant shall remove said lien from the Project. The Owner may make a written demand upon the Consultant to discharge such lien from the Project. Upon receipt of a written demand to discharge lien, the Consultant shall cause the lien to be discharged within ten (10) days. If the Consultant fails to cause the lien to be discharged within ten (10) days of receipt of a demand from Owner, the Owner shall be entitled to discharge the lien, and Consultant will be deemed to have waived any objection which it may have to the amount of the lien claimed by the lienor and Owner shall be entitled to retain, setoff or withhold payment to Consultant in the amount of the cost to discharge the lien. Owner shall be entitled to either a credit on any remaining balance due on any agreement between the Owner and the Consultant, in the amount the Owner paid to discharge the lien as well as any costs and attorney's fees incurred to discharge the lien, or, if the balance due on any agreement between the Owner and Consultant is not sufficient to cover said costs and fees, immediate payment of such outstanding amount from the Consultant upon Owner's demand therefor. Should there prove to be any claim, claim of lien or lien by the Consultant Parties after Final Payment is made, the Consultant shall, upon demand, refund to the Owner all monies that the Owner shall pay in satisfying, discharging, or defending against any such claim, claim of lien or lien, or any action brought or judgment recovered, including all costs and expenses, and legal fees (including those for appeals), incurred in connection therewith. This Section 11.9 shall survive the expiration or termination of this Agreement. Consultant's obligations under Section 8.1 include claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of any claim, claim of lien or lien under this Section.

12. GENERAL PROVISIONS

12.1. **Governing Law.** This Agreement shall be governed by the Laws of the place where the Project is located.

12.2. **Interpretation, Entire Agreement.** As used herein, unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and," and vice versa; the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate. The words "include," "includes" and "including" are deemed to be followed by the words "without limitation." The words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein to sections, schedules, attachments and exhibits mean the sections of, and schedules and attachments, exhibits attached to, this Agreement. The Owner and Consultant agree and acknowledge that this Agreement was jointly prepared by them. Any uncertainty or ambiguity in this Agreement shall not be interpreted or construed against either the Owner or Consultant because either was a drafter of the Agreement. This Agreement, including all Exhibits, Attachments and Amendments, represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

12.3. **Assignment.** The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Consultant shall not assign this Agreement without the written consent of the Owner. Owner may assign this Agreement to any person or entity without the consent or approval of Consultant, provided that the assignee agrees to assume the Owner's rights and obligations under this Agreement with the exception that Owner may provide a collateral assignment of this Agreement to a lender or equity investor without such party's assumption of all the Owner's rights and obligations under this Agreement.

12.4. **Cooperation.** The Consultant shall sign all documents and consents reasonably required to facilitate assignment to a lender or equity investor, or otherwise reasonably required for the Owner to obtain financing for the Project. The proposed language of such certificates will be submitted to the Consultant for review at least 7 days prior to the requested dates of signing.

12.5. **Independent Contractor.** Each of Consultant and Owner acknowledge and agree that Consultant is an independent contractor. This Agreement shall in no way create or imply a partnership, joint venture, agency or employment relationship between Consultant and the Owner. Consultant is not authorized to bind Owner or otherwise make any representation, agreement or commitment on Owner's behalf. In engaging Consultant's Representatives, Consultant acknowledges that, except as expressly set forth in this Agreement, Consultant shall be solely responsible for any and all obligations to Consultant Parties, and the Owner shall have no liability therefor, including without limitation withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation payments and disability benefits, as applicable.

12.6. **No Third-Party Beneficiary.** Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement is intended to or shall be construed to create a third-party beneficiary to this Agreement or a cause of action in favor of a third party against either the Owner or Consultant.

12.7. **Hazardous Materials.** The Consultant shall not specify or otherwise cause: (1) any hazardous or toxic substances, wastes or materials to be brought onto the Project site or incorporated into the Project, except in full compliance with applicable Law, (2) any asbestos-containing materials or lead-based paint to be brought onto the Project site or incorporated into the Project, or (3) without the Owner's prior written consent, any underground or above-ground storage tanks to be specified for, or placed on, the Project site. If the Consultant becomes aware of any suspected hazardous or toxic materials, asbestos-containing materials, lead-based paint or storage tanks being brought onto or encountered at the Project site in violation of applicable Laws, the Consultant shall promptly notify and consult with the Owner. To the fullest extent permitted by applicable Laws, the Consultant shall defend, indemnify and hold the Indemnitees harmless from and against any and all liability, claims, damages, losses and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from any breach of, or negligent or willful act or omission of, the Consultant or any of the Consultant Parties in connection with, this Section

12.7, except to the extent caused by any negligent or willful act or omission of the Indemnified Parties or their separate consultant or contractors (other than the Consultant or the Consultant Parties), and regardless of whether or not such claim, damage, loss or expense is caused in part by the concurrent or partial negligence of an Indemnified Party. Except as provided above or elsewhere in this Agreement or under Laws, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

12.8. **Non-publicity.** If, and only to the extent, expressly authorized in writing by Owner (in its sole discretion) in each instance, the Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. If so authorized, the Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information, including without limitation the name of Owner or its affiliates. This section shall survive the termination or expiration of this Agreement.

12.9. **Non-Disclosure.** If the Consultant or Owner receives, or becomes aware of information related to the business plans, activities, operations, services, methods, policies, procedures, techniques, trade secrets, financial information or other business details of the other party in connection with his/her or its performance under this Agreement or on the Project, the receiving party shall keep such information strictly confidential and shall not disclose, whether directly or indirectly, it to any other person except to those who need to know the content of such information in order to perform Services or construction solely and exclusively for the Project, unless disclosure is otherwise required by the Laws. This section shall survive the termination or expiration of this Agreement.

12.10. **No Conflict.** Except with the Owner's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project.

12.11. **Notices.** Any written notice given under this Agreement shall be deemed duly served and received (1) immediately upon hand delivery to the intended applicable representative(s) identified below; (2) three business days after depositing in the U.S. Mail to the applicable address provided in this Agreement, by registered, certified, or regular mail; (3) one business day after depositing with a nationally recognized courier service that provides confirmation of delivery to the applicable address provided herein, by express or overnight delivery. Owner's Development Manager shall be copied on all notices to Owner and (4) upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "delivery receipt" function, as available, return e-mail or other written acknowledgment).

12.12. **Authorized Representatives.** The Consultant's representative identified in this Section is authorized to act on behalf of the Consultant with respect to the Project. The Consultant's representative shall not change unless approved by the Owner in writing. The Owner's Authorized Signatory(ies) identified in below is authorized to sign on the Owner's behalf with respect to the Project. The Owner also may designate, in writing, other representatives who are authorized to act on the Owner's behalf with respect to the Project, and may change, modify or revoke the authority of any such representatives at the Owner's sole discretion, with or without cause.

The Consultant's Authorized Representative is:

England, Thims & Miller, Inc.
Bradley Weeber
14775 Old St. Augustine Road
Jacksonville, FL 32258
Telephone: 904-265-3192
Email: weeberb@etminc.com

The Owner's Authorized Signatories are:

Casey Tischer and Jesse Baker
c/o 500 Boylston St. Ste. 2010

Boston, MA 02116
Tel.: (617) 221-8400
Email: CT@freeholdcm.com
or JRB@freeholdcm.com

12.13. **Severability.** If a court, arbitrator, or panel of arbitrators finds any provision of this Agreement to be invalid or unenforceable in whole or in part, such finding shall not affect the validity or enforceability of any other provisions of the Agreement or the remainder of the provision in question. In lieu of each provision of the Agreement, or part thereof, that is determined to be invalid or unenforceable, it is understood and agreed that there shall be added as part of the Agreement a provision as similar in terms to such invalid or unenforceable provision as is possible, valid and enforceable.

12.14. **Waiver.** No action or failure to act by the Owner or Consultant shall constitute a waiver of any right, remedy, obligation or duty afforded them under this Agreement or applicable Laws, nor shall such action or failure to act constitute approval of or acquiescence in any breach of contract, negligence or willful misconduct of the other party, except as provided herein or executed in writing by the party making the waiver (Owner' Authorized Signatory, if Owner).

12.15. **Electronic and Counterpart Signatures.** Electronic and Counterpart Signatures. The execution of this Agreement may occur in one or more separate counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. Email, tif, pdf and other forms of electronic signatures to this Agreement, or any amendment to either of the foregoing shall be valid as if manually signed.

12.16. **Prior Services.** The parties agree that to the extent any portion of the Services required hereunder were performed prior to the execution of this Agreement, all of such activities and Services shall be governed by the terms and conditions of this Agreement and shall be deemed to be a part of the Services.

12.17. **Books and Records.** Consultant shall keep organized and detailed books, records, and other back-up documentation relating to the Services and compensation payable to Consultant under this Agreement. Consultant shall keep this documentation for five (5) years after the termination of this Agreement, and shall make this documentation available to Owner, upon reasonable notice, for inspection and copying (at Owner's expense) in normal working hours during such time. Consultant and Owner shall otherwise reasonably cooperate with each other to defend audits by tax authorities or any other governmental authorities having jurisdiction over the Project.

12.18. **Governmental Approvals.** Consultant shall cooperate with Owner in obtaining those governmental approvals necessary or helpful to the Project and shall, when expressly requested by Owner, attend public and private meetings with governmental officials in the furtherance of the Project, provided that Consultant shall under no circumstances meet with such officials without a representative of Owner present during such meeting, unless express prior written permission shall have been given by Owner.

12.19 **Individual Professional Liability Limitation.**

PURSUANT TO §558.0035, FLORIDA STATUTES,
CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR
AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE OR DAMAGES OCCURRING WITHIN THE
COURSE AND SCOPE OF THEIR WORK ON THIS
AGREEMENT.

13. LIST OF EXHIBITS

This Agreement is comprised of the following Exhibits, which are hereby incorporated herein by this reference:

Exhibit A: Scope of Services
Exhibit B: Fee Schedule
Exhibit C: Hourly Rates
Exhibit D: Lien Release Forms
Exhibit E: Payment Application
Exhibit F: Intentionally Omitted
Exhibit G: Insurance Required Of Consultants and Service Providers

In the event of any ambiguities or inconsistencies, the following priority shall apply:

1. Addenda and/or modifications entered after this Agreement
2. This Agreement
3. Exhibits and Attachments to this Agreement

[Signature pages on next page]

This Agreement entered into as of the day and year first written above.

OWNER

SRTG Dev Owner, LLC a Delaware limited liability company

DocuSigned by:

Jesse Baker

C59E00437A474C3...

(Signature)

Jesse Baker

(Printed name)

Authorized Signatory

(Title)

CONSULTANT

England, Thims & Miller, Inc.

DocuSigned by:

Bradley Weeber

A1F9B59524C2470...

(Signature)

Bradley weeber

(Printed name)

Bradley weeber EVP

(Title)

EXHIBIT A**SCOPE OF SERVICES****A. SERVICES AND DELIVERABLES ("Consultant")**

Consultant's Scope is for professional Services related to the offsite utilities for Saratoga Springs Force Main, Reclaimed Water, and Water Main Improvements. The Project shall consist of +/- 23,400 LF of Sewer Force Main, +/- 12,300 LF of Water Main, and +/- 12,300 LF of Reclaimed Water Main, including 4 directional drills, as part of the Clay County Utility Authority (CCUA) LAMP Trunk Main System. Design along Feed Mill Road shall include incorporation of proposed future roadway typical section. Consultant's Scope of Services are outlined below:

TASK 1 - UTILITY PRELIMINARY ENGINEERING, ROUTE SELECTION, AND CCUA COORDINATION:

Consultant shall assist with limited preliminary engineering services that include, but are not limited to the following:

1. Meetings with CCUA, Landowner, and Applicant
2. Utility Route Exhibits
3. Feed Mill Road Typical Sections
4. Preliminary Cost Estimates
5. Coordination with Subconsultants

TASK 2.1 – FEED MILL ROAD UTILITIES ROADWAY PRELIMINARY CENTERLINE PROFILE:

Consultant shall provide a preliminary centerline profile for the portion of Feed Mill Road that the proposed utilities will abut (+/- 14,000 LF). These designs are required to set the proposed utilities vertical elevation. This task does not include drainage design. This centerline profile is preliminary and for the purpose of setting utility elevations.

TASK 2.2 – FEED MILL ROAD UTILITIES SEWER FORCEMAIN, WATER MAIN and RECLAIMED WATER MAIN ENGINEERING:

Consultant shall design +/-7,600 LF of sewer forcemain, +/-7,200 LF of water main and +/- 7,200 LF of reclaimed water main utilizing the survey of the selected route and utility sizing provided by CCUA along future Feed Mill Road Rights of Way (+/- 22,000 LF total pipe). Design shall be in accordance with CCUA standards and specifications and Florida Department of Environmental Protection (FDEP) regulations. Construction documents shall be prepared in plan and profile format and shall include necessary details, horizontal directional drill design and details, erosion and sediment control and stormwater pollution prevention plan.

TASK 3.1 – CATHEDRAL OAK PARKWAY UTILITIES EXISTING ROAD DESIGN COORDINATION:

Consultant shall design the proposed utilities(+/- 7,000 LF) within the existing Cathedral Oaks Rights of Way. Cathedral Oaks Parkway is under construction and is anticipated to have the construction complete prior to the proposed utilities. Design for the proposed utilities shall take into consideration the proposed Cathedral Oaks Parkway infrastructure and the future widening of Cathedral Oaks Parkway.

TASK 3.2 - CATHEDRAL OAK PARKWAY UTILITIES SEWER FORCEMAIN, WATER MAIN and RECLAIMED WATER MAIN ENGINEERING:

Consultant shall design +/-7,000 LF of sewer forcemain, +/-3,800 LF of water main and +/- 3,800 LF of reclaimed water main utilizing the survey of the selected route and utility sizing provided by CCUA within Cathedral Oaks Parkway Rights of Way (+/-14,600 LF total pipe). Design shall be in accordance with CCUA standards and specifications and FDEP regulations. Construction documents shall be prepared in plan and profile format and will include necessary details, horizontal directional drill design and details, erosion and sediment control and stormwater pollution prevention plan.

TASK 3.3 – CATHEDRAL OAK PARKWAY UTILITIES MAINTENANCE OF TRAFFIC

Consultant shall prepare a Maintenance of Traffic Plan in accordance with Clay County Standards and Specifications.

TASK 4.1 – ADDITIONAL CCUA UTILITIES FEED MILL ROADWAY WEST WATER MAIN AND RECLAIMED WATER MAIN ENGINEERING:

Consultant shall design +/-1,300 LF of water main and +/- 1,300 LF of reclaimed water main utilizing the survey of the selected route and utility sizing provided by CCUA along a proposed 30' CCUA easement from the proposed Feed Mill Road utility improvements west along the Saratoga Springs property boundary to the western Saratoga Springs property boundary(+/- 2,600 LF total pipe). Design shall be in accordance with CCUA standards and specifications and FDEP regulations. Construction documents shall be prepared in plan and profile format and will include necessary details, erosion and sediment control and stormwater pollution prevention plan.

TASK 4.2 - ADDITIONAL CCUA UTILITIES FEED MILL ROADWAY EAST SEWER FORCEMAIN ENGINEERING:

Consultant shall design +/-4,000 LF of sewer forcemain utilizing the survey of the selected route and utility sizing provided by CCUA along a proposed 12' CCUA easement from the proposed Feed Mill Road utility improvements east along the existing FPL easement then due east to the CCUA Peters Creek WWTP property boundary. Design shall be in accordance with CCUA standards and specifications and FDEP regulations. Construction documents shall be prepared in plan and profile format and will include necessary details, horizontal directional drill design and details, erosion and sediment control and stormwater pollution prevention plan.

TASK 5-REGULATORY PERMITTING

Consultant shall prepare permit applications and coordinate the review process for the following permits. Fees are based on permitting all phases at the same time. If portions of the project are permitted at separate times, additional permit fees may apply. Consultant may propose an adjustment to the Fees for approval and authorization from Owner via an Amendment issued in accordance with the Agreement.

- a. Clay County Site Plan/Typical Section Approval
- b. Clay County Right of Way Permitting
- c. Clay County Development Review Permitting (if required)
- d. Clay County Utility Authority (CCUA) Permitting
- e. Environmental Protection Agency National Pollutant Discharge Elimination System (NPDES) General Notice of Intent - Construction Permit.
- f. Army Corps of Engineers (ACOE) and St. Johns River Water Management District (SJRWMD) Permitting Coordination.
 - (a) Owner's other consultant (SES Environmental Resource Solutions (or such other similar professional engaged by Owner), will be applying for the ACOE Nationwide and SJRWMD Standard Permits. Consultant shall support with the application, plans, exhibits, narrative explanations, and RAJ responses as required .
- g. FDEP Water
- h. FDEP Sewer

TASK 6 - PROJECT MANAGEMENT, COORDINATION, GRAPHICS, AND MISCELLANEOUS

Consultant shall assist Owner with project management, coordination, estimation, and miscellaneous services. Services shall include but are not limited to:

1. Meeting and negotiation assistance with adjacent property owner
2. Exhibit preparation
3. Graphics
4. Cost Estimates
5. Coordination and attendance of meetings with owners, contractors, and other consultants
6. Coordination with CCUA Independent Review Consultant

TASK 7: LIMITED TOPOGRAPHIC SURVEY (RECLAIMED & WATER MAIN IMPROVEMENTS)

Consultant shall prepare a Topographic Route Survey for design purposes of approximately 7,500 linear feet of proposed offsite reclaimed and water main improvements. The topographic survey data to be collected shall be surveyed as cross sections at 100-foot grid intervals along and perpendicular to proposed route, locating any major change in topography. The surveyed data shall be referenced to a published horizontal and vertical datum. The location and mapping of improvements and utilities shall be limited to above ground visible evidence only. Pipe sizes, types and inverts shall be obtained where accessible from the surface through manholes and inlets. These survey services do not include establishing baselines, parcel lines, or replacing missing property corners for this survey. The deliverables will consist of CAD files of the survey suitable for civil engineering design with finalized maps of survey to follow.

Any and all surveys generated by Consultant shall be addressed to Owner and delivered to Owner upon completion or as otherwise requested by Owner from time to time. Consultant agrees to include reliance language or issue reliance letter(s) as requested by Owner in favor of any affiliates of Owner, Owner's project manager(s), any Project lenders or holders of indebtedness secured by the Project, or any purchasers or grantees of the Project or any portion thereof.

TASK 8 - LIMITED TOPOGRAPHIC SURVEY (OFFSITE FORCE MAIN IMPROVEMENTS)

Consultant shall prepare a Topographic Route Survey for design purposes of approximately 10,300 linear feet of proposed offsite force main improvements. The topographic survey data to be collected shall be surveyed as cross sections at 100-foot grid intervals along and perpendicular to proposed route, locating any major change in topography. The surveyed data shall be referenced to a published horizontal and vertical datum. The location and mapping of improvements and utilities shall be limited to above ground visible evidence only. Pipe sizes, types and inverts shall be obtained where accessible from the surface through manholes and inlets. Survey services do not include establishing baselines, parcel lines, or replacing missing property corners. The deliverables shall consist of CAD files of the survey suitable for civil engineering design with finalized maps of survey to follow.

Any and all surveys generated by Consultant shall be addressed to Owner and delivered to Owner upon completion or as otherwise requested by Owner from time to time. Consultant agrees to include reliance language or issue reliance letter(s) as requested by Owner in favor of any affiliates of Owner, Owner's project manager(s), any Project lenders or holders of indebtedness secured by the Project, or any purchasers or grantees of the Project or any portion thereof.

B. KEY PERSONNEL & KEY SUBCONSULTANTS

Danny Welch, P.E. – Principal Vice President / Shareholder

Exhibit B Fee Schedule							
A	B	C	D	E	F	G	H
Job	Cost Code	Task No.	Service				
				Quantity (NTE)	Unit	Unit Price (NTE)	Total Fees NTE
316 - MST 1A	13.10.025.075	1	Utility Preliminary Engineering, Route Selection and CCI	1.00	T&M/NTE	\$ 23,250.00	\$ 23,250.00
316 - MST 1A	13.10.025.075	2.1	Feed Mill Road Utilities: Roadway Preliminary Engineering and Preliminary Drainage	1.00	T&M/NTE	\$ 22,000.00	\$ 22,000.00
316 - MST 1A	13.10.025.075	2.2	Feed Mill Road Utilities: Sewer Forcemain, Water Main and Reclaimed Water Main Engineering	1.00	T&M/NTE	\$ 132,000.00	\$ 132,000.00
316 - MST 1A	13.10.025.075	3.1	Cathedral Oaks Parkway Utilities: Existing Road Design	1.00	T&M/NTE	\$ 21,600.00	\$ 21,600.00
316 - MST 1A	13.10.025.075	3.2	Cathedral Oaks Parkway Utilities: Sewer Forcemain, Wa	1.00	T&M/NTE	\$ 87,600.00	\$ 87,600.00
316 - MST 1A	13.10.025.075	3.3	Cathedral Oaks Parkway Utilities: Maintenance of Traffic	1.00	T&M/NTE	\$ 18,900.00	\$ 18,900.00
316 - MST 1A	13.10.025.075	4.1	Additional CCUA Utilities: Feed Mill Road West Water M	1.00	T&M/NTE	\$ 15,600.00	\$ 15,600.00
316 - MST 1A	13.10.025.075	4.2	Additional CCUA Utilities: Feed Mill Road East Sewer Fo	1.00	T&M/NTE	\$ 28,000.00	\$ 28,000.00
316 - MST 1A	13.10.025.075	5a	Regulatory Permitting: Clay County Site Plan/Typical Se	1.00	T&M/NTE	\$ 4,900.00	\$ 4,900.00
316 - MST 1A	13.10.025.075	5b	Regulatory Permitting: Clay County Right-of-Way Permit	1.00	T&M/NTE	\$ 7,600.00	\$ 7,600.00
316 - MST 1A	13.10.025.075	5c	Regulatory Permitting: Clay County Development Review	1.00	T&M/NTE	\$ 14,600.00	\$ 14,600.00
316 - MST 1A	13.10.025.075	5d	Regulatory Permitting: Clay County Utility Authority Perm	1.00	T&M/NTE	\$ 8,900.00	\$ 8,900.00
316 - MST 1A	13.10.025.075	5e	Regulatory Permitting: NPDES General NOI Constructio	1.00	T&M/NTE	\$ 1,800.00	\$ 1,800.00
316 - MST 1A	13.10.025.075	5f	Regulatory Permitting: ACOE and SJRWMD Permitting	1.00	T&M/NTE	\$ 3,500.00	\$ 3,500.00
316 - MST 1A	13.10.025.075	5g	Regulatory Permitting: FDEP Potable Water and Reclaim	1.00	T&M/NTE	\$ 2,200.00	\$ 2,200.00
316 - MST 1A	13.10.025.075	5h	Regulatory Permitting: FDEP Sewer Forcemain	1.00	T&M/NTE	\$ 2,200.00	\$ 2,200.00
316 - MST 1A	13.10.025.075	6	Project Management, Coordination, Graphics, and Miscel	1.00	T&M/NTE	\$ 20,000.00	\$ 20,000.00
316 - MST 1A	13.10.025.075	7	Limited Topography Survey (Reclaimed Water & Potable	1.00	T&M/NTE	\$ 39,900.00	\$ 39,900.00
316 - MST 1A	13.10.025.075	8	Limited Topography Survey (Offsite Forcemain Improver	1.00	T&M/NTE	\$ 57,000.00	\$ 57,000.00
Total Agreement Sum NTE: \$							511,550.00
Notes: TM/NTE" shall mean "time and materials, not to exceed;" "NTE" shall mean "not to exceed;" "LS"shall mean "lump sum;" "EA" shall mean "each." To the extent they become applicable in connection with services billed on an time and materials basis, Consultant's hourly billing rates are set forth in Exhibit C to the Agreement. Reimbursable Expenses shall be billed only as and to the extent incurred and are subject to the Agreement and as elsewhere provided in the Agreement and/or Exhibits and Attachments thereto. Prices listed above incorporate the full cost of the respective Services including all labor, miscellaneous supplies, equipment, taxes, overhead and profit. The estimated totals for items price on a unit price and TM/NTE basis are not guaranteed to Consultant. Payment on account of unit priced and TM/NTE services will be based on the number of units completed or time and materials expended in accordance with the Agreement, provided that Consultant shall not be entitled to payment in excess of the Not to Exceed amounts specified above unless expressly authorized by Owner via a Change Order or Amendment executed in accordance with the Agreement.							

EXHIBIT C HOURLY RATES

Contract ID: 8825
 Project: 316
 Vendor: ETM

ENGLAND-THIMS & MILLER, INC.

HOURLY FEE SCHEDULE - 2024

CEO/CSO.....	\$475.00	/Hr.
President.....	\$375.00	/Hr.
Executive Vice President.....	\$362.00	/Hr.
Principal - Vice President.....	\$290.00	/Hr.
Vice President.....	\$280.00	/Hr.
Senior Advisor.....	\$298.00	/Hr.
Senior Engineer / Senior Project Manager.....	\$244.00	/Hr.
Project Manager.....	\$216.00	/Hr.
Director.....	\$208.00	/Hr.
Engineer.....	\$186.00	/Hr.
Assistant Project Manager.....	\$163.00	/Hr.
Senior Planner / Planning Manager.....	\$223.00	/Hr.
Senior Environmental Scientist.....	\$230.00	/Hr.
Planner.....	\$173.00	/Hr.
CEI Senior Project Engineer.....	\$305.00	/Hr.
Construction Project Manager / Project Coordinator.....	\$219.00	/Hr.
Senior Construction Owner's Representative.....	\$202.00	/Hr.
Construction Owner's Representative.....	\$185.00	/Hr.
CEI Senior Inspector / Client Representative.....	\$173.00	/Hr.
CEI Inspector	\$140.00	/Hr.
Senior Landscape Architect.....	\$195.00	/Hr.
Landscape Architect.....	\$186.00	/Hr.
Senior Technician / Senior Specialist.....	\$169.00	/Hr.
GIS Program Manager.....	\$185.00	/Hr.
GIS Analyst	\$146.00	/Hr.
GIS Consultant.....	\$157.00	/Hr.
Senior Engineering Designer / Senior LA Designer.....	\$166.00	/Hr.
Engineering / Landscape Designer.....	\$152.00	/Hr.
Engineering Intern	\$148.00	/Hr.
CADD/GIS Technician.....	\$139.00	/Hr.
Project Coordinator / CSS.....	\$116.00	/Hr.
Administrative Support.....	\$99.00	/Hr.

*Rates are fixed for the term of Agreement

EXHIBIT D
FLORIDA LIEN RELEASE FORMS**FLA. STAT. § 713.20(4) WAIVER**
AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$_____, the receipt and sufficiency of which is acknowledged, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through England, Thims & Miller, Inc. to SRTG Dev Owner, LLC on the job of SRTG Dev Owner, LLC to the following property¹:

Saratoga Springs Master 1A CCUA Mains Project, Clay County, Florida ("Project")

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

Dated on _____.

(Lienor Name) England, Thims & Miller, Inc.

By: _____

Its: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this ____ day of ____, _____. By _____ who is personally known to me or who produced _____ as identification.

Notary Public _____

My Commission Expires: _____

¹ Property is owned by Peters Creek Investments, LLP until the closing of the sale to SRTG Dev Owner, LLC, scheduled for January 1, 2025.

**FLA. STAT. § 713.20(5) WAIVER
AND RELEASE OF LIEN UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$_____, the receipt and sufficiency of which is hereby acknowledged, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to SRTG Dev Owner, LLC on the job of SRTG Dev Owner, LLC to the following property²:

Saratoga Springs Master 1A CCUA Mains Project, Clay County, Florida ("Project")

Lienor certifies that all sub-consultant(s) and/or agent(s) furnishing services to or for it in connection with the Project have been paid in full or will be paid by Lienor upon or prior to payment to Lienor of the amount hereby requested.

Furthermore, Lienor FOREVER RELEASES AND DISCHARGES the Owner of the Project and any party having an interest in the Project, (including but not limited to any mortgagees) and any party claiming from, under or through them and their agents, representatives and assigns ("Beneficiaries") from any legal or equitable claims, demands, actions or causes of action arising out of or in connection with any of the services furnished by or for Lienor in connection with the Project and Lienor INDEMNIFIES and SAVES HARMLESS the Beneficiaries from any loss, cost, attorneys' fees or expense arising out of or in connection with any services furnished by or for Owner in connection with the Project.

Dated on _____.

(Lienor Name) England, Thims & Miller, Inc.

By: _____
Its: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this ____ day of ____, _____. By _____ who is personally known to me or who produced _____ as identification.

Notary Public _____

My Commission Expires: _____

² Property is owned by Peters Creek Investments, LLP until the closing of the sale to SRTG Dev Owner, LLC, scheduled for January 1, 2025.

Instructions: Please fill out columns I and K as applicable for this billing period. For quantity for LS and TM/NTE line items please enter percent complete as a fraction of 1, i.e. 50% would be .5. Where services are billed on a TM/NTE basis, please attach an accounting of the personnel providing services, hours worked, and material expenses incurred. All invoices shall be submitted to: accounting@freeholdcm.com									Consultant: ETM CCUA Mains Project: Saratoga Springs		Application No.: Application Date: Billing Period:		1

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Job	Cost Code	No.	Service	Original Contract			Amount	Total Previous Billing		Current Billing		Total Billed to Date	
				Quantity	Unit	Unit Price		Quantity	Amount	Quantity	Amount	Quantity	Amount
316 - MST 1A	13.10.025.075	1	Utility Preliminary Engineering, Route Selection and CCUA Coordination	1.00	T&M/NTE	\$ 23,250.00	\$ 23,250.00						
316 - MST 1A	13.10.025.075	2.1	Feed Mill Road Utilities: Roadway Preliminary Engineering and Preliminary Drainage	1.00	T&M/NTE	\$ 22,000.00	\$ 22,000.00						
316 - MST 1A	13.10.025.075	2.2	Feed Mill Road Utilities: Sewer Forcemain, Water Main and Reclaimed Water Main Engineering	1.00	T&M/NTE	\$ 132,000.00	\$ 132,000.00						
316 - MST 1A	13.10.025.075	3.1	Cathedral Oaks Parkway Utilities: Existing Road Design Coordination	1.00	T&M/NTE	\$ 21,600.00	\$ 21,600.00						
316 - MST 1A	13.10.025.075	3.2	Cathedral Oaks Parkway Utilities: Sewer Forcemain, Water Main Engineering	1.00	T&M/NTE	\$ 87,600.00	\$ 87,600.00						
316 - MST 1A	13.10.025.075	3.3	Cathedral Oaks Parkway Utilities: Maintenance of Traffic	1.00	T&M/NTE	\$ 18,900.00	\$ 18,900.00						
316 - MST 1A	13.10.025.075	4.1	Additional CCUA Utilities: Feed Mill Road West Water Main and Sewer	1.00	T&M/NTE	\$ 15,600.00	\$ 15,600.00						
316 - MST 1A	13.10.025.075	4.2	Additional CCUA Utilities: Feed Mill Road East Sewer Forcemain	1.00	T&M/NTE	\$ 28,000.00	\$ 28,000.00						
316 - MST 1A	13.10.025.075	5a	Regulatory Permitting: Clay County Site Plan/Typical Section Approval	1.00	T&M/NTE	\$ 4,900.00	\$ 4,900.00						
316 - MST 1A	13.10.025.075	5b	Regulatory Permitting: Clay County Right-of-Way Permitting	1.00	T&M/NTE	\$ 7,600.00	\$ 7,600.00						
316 - MST 1A	13.10.025.075	5c	Regulatory Permitting: Clay County Development Review Permitting	1.00	T&M/NTE	\$ 14,600.00	\$ 14,600.00						
316 - MST 1A	13.10.025.075	5d	Regulatory Permitting: Clay County Utility Authority Permitting	1.00	T&M/NTE	\$ 8,900.00	\$ 8,900.00						
316 - MST 1A	13.10.025.075	5e	Regulatory Permitting: NPDES General NOI Construction Permitting	1.00	T&M/NTE	\$ 1,800.00	\$ 1,800.00						
316 - MST 1A	13.10.025.075	5f	Regulatory Permitting: ACOE and SJRWMD Permitting Coordination	1.00	T&M/NTE	\$ 3,500.00	\$ 3,500.00						
316 - MST 1A	13.10.025.075	5g	Regulatory Permitting: FDEP Potable Water and Reclaimed Water	1.00	T&M/NTE	\$ 2,200.00	\$ 2,200.00						
316 - MST 1A	13.10.025.075	5h	Regulatory Permitting: FDEP Sewer Forcemain	1.00	T&M/NTE	\$ 2,200.00	\$ 2,200.00						
316 - MST 1A	13.10.025.075	6	Project Management, Coordination, Graphics, and Miscellaneous	1.00	T&M/NTE	\$ 20,000.00	\$ 20,000.00						
316 - MST 1A	13.10.025.075	7	Limited Topography Survey (Reclaimed Water & Potable Water)	1.00	T&M/NTE	\$ 39,900.00	\$ 39,900.00						
316 - MST 1A	13.10.025.075	8	Limited Topography Survey (Offsite Forcemain Improvements)	1.00	T&M/NTE	\$ 57,000.00	\$ 57,000.00						
TOTAL							\$ 511,550.00	TOTALS	\$ -	TOTALS	\$ -	TOTALS	\$ -
RETENTION							\$ -	RETENTION	\$ -	RETENTION	\$ -	RETENTION	\$ -
TOTAL INVOICE							\$ 511,550.00	TOTAL INV.	\$ -	TOTAL INV.	\$ -	TOTAL INV.	\$ -

EXHIBIT "G"**CONSULTANT'S INSURANCE REQUIREMENTS**

Consultant shall maintain, cause to be maintained and comply with the insurance requirements set forth in this Exhibit G without interruption from the commencement of the Services under the Contract, through final completion of the Work and for any additional periods specified in this Exhibit and at any time thereafter when Consultant enters the worksite during warranty periods or otherwise.

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set out therefor in the Contract to which this Exhibit is attached.

1.1 "Additional Insureds" shall have the meaning set forth in Section 2.3.

1.2 "Developer" shall mean FCM FL, LLC dba Freehold Communities.

1.3 "Contract" shall mean the agreement to which this Exhibit is attached and of which this Exhibit is a part.

1.4 "Property" means the property (the "Site" as such term is defined in the Contract) where the Services or Work is to be performed.

1.5 "Required Insurance" means the insurance policies required under this Exhibit, and the other requirements of this Exhibit.

1.6 "Subconsultant" means any individual or entity engaged by Consultant as an independent Consultant to perform the Services and includes Subconsultants of any tier.

1.7 "Work" means the Services identified in the Contract.

2. Commercial General Liability Insurance. Consultant shall maintain commercial general liability ("CGL") on an "occurrence" basis, with a deductible no more than \$50,000, and with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate, and \$1,000,000 for personal and advertising injury, covering, without limitation, the following:

a) Operations, Independent Contractors, Products and Completed Operations, liability assumed under an Insured Contract

b) Separation of Insured clause;

2.1 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, property damage including completed operations, and personal injury and advertising injury.

2.2 The CGL policy form shall be primary and non-contributory to any insurance maintained by Owner and Developer and the other Additional Insureds.

2.3 Owner SRTG Dev Holdings JV I, LLC, SRTG Dev Owner, LLC, 360 FL SR, LLC, FCM FL, LLC, 360 Acquisitions, LLC, Freehold Capital Management, LLC and their respective affiliates, partners, members, agents, officers, directors, representatives and employees and all lenders and their representatives shall be named as additional insureds (collectively, the "Additional Insureds") using a combination of ISO form CG 20 37 (07/04) and ISO form CG2010 (07/04) or an equivalent on Consultant's CGL, and Business Automobile Liability Policy. Peters Creek Investments, LLP shall also be named as an Additional Insured with respect to services performed prior to Owner's closing on the Property. The CGL insurance and any applicable excess liability or commercial umbrella insurance required under the Exhibit I shall apply on a primary and noncontributory basis as respects any other insurance or self-insurance programs afforded to, or maintained by, Owner or Developer or the other Additional Insureds.

2.4 Consultant waives all rights of recovery, by subrogation or otherwise, on its own behalf and on behalf of its Subconsultants against the Additional Insureds for payments made under the required commercial general liability insurance. The CGL policy will contain an appropriate waiver of subrogation endorsement acceptable to Owner.

3. Business Automobile Liability Insurance. Consultant shall maintain business auto insurance covering liability arising out of the maintenance and use of all owned, hired and non-owned autos utilized by Consultant with a combined single limit for bodily injury and property damage of at least One Million Dollars (\$1,000,000) (but which shall apply to the full extent of the actual limits of Consultant's coverages even if such actual limits exceed the minimum limits required by the Contract).

3.1 Consultant waives all rights of recovery, by subrogation or otherwise, on its own behalf and on behalf of its Subconsultants against the Additional Insureds for payments made under the required business auto liability insurance maintained by Consultant pursuant to the Contract or under any applicable auto physical damage coverage.

4. Workers Compensation Insurance. Consultant shall maintain workers compensation and employers liability insurance, as follows:

4.1 Workers compensation insurance covering statutory benefits in all states where services are to be performed under the Contract. Such insurance shall include "other states" insurance, so as to include all states not named on the declarations page of the insurance policy, except for the monopolistic states. Consultant is required to carry this insurance regardless of eligibility for waiver or exemption of coverage under state statute.

4.2 The employers liability, and if necessary commercial umbrella, limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee and policy limit for bodily injury by disease.

4.3 The policy shall provide a waiver of subrogation in favor of the Additional Insureds.

5. Umbrella/Excess Liability Insurance. Consultant shall maintain umbrella/excess liability insurance that shall be in excess of Consultant's CGL, business auto, with a limit of not less than \$20,000,000 each occurrence. Coverage shall apply on a "follow form" basis to the required underlying coverages and must include the Additional Insureds as additional insureds with respect to Consultant's CGL, business auto, and employers liability insurance and provide aggregate limits which apply in the same fashion as required by the underlying coverages. In addition, such policy shall have the same inception and expiration dates as the underlying liability policies (which shall be no less than the periods for which they are required to be maintained hereunder) and coverage no less broad than those in the primary policies or program

6. E&O Coverage ("E&O Insurance"). Consultant shall procure and maintain professional liability / errors & omissions insurance with a limit of liability of \$10,000,000 per claim and \$15,000,000 in the aggregate annually. Consultant shall continue to maintain professional liability insurance with limits of liability set forth in the preceding sentence through the completion of the improvements on the Project and, for a period of eight (8) years from completion of the Project. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of any services under this Agreement. Such policy shall provide coverage against loss or liability caused by negligent errors or omissions of Consultant in performing its contractual and professional obligations, and shall include such endorsements as reasonably required by Owner.

7. Evidence of Insurance. Prior to commencing the Services, Consultant shall furnish Owner with a certificate(s) of insurance, including a copy of the additional insured endorsement naming each of Owner, Developer and the other Additional Insureds as additional insureds, and if requested by Owner, a copy of the policy declarations page.

7.1 Consultant shall require each such Subconsultant to provide and itself provide certificates of insurance or other satisfactory evidence of the Required Insurance prior to entry upon the Property or commencing any portion of the Services. Thereafter, Consultant shall provide copies of all required certificates of insurance within ten (10) days of Owner's or Developer's written request.

7.2 All certificates shall provide for ten (10) days prior written notice to Owner and Developer by Consultant for cancellation due to non-payment of premiums, and thirty (30) days prior written notice to Owner and Developer prior to any other cancellation or non-renewal of any insurance referred to therein.

7.3 Owner, Developer and the other Additional Insureds shall each have the right, but not the obligation, to prohibit Consultant or any Subconsultant from entering the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to prohibit the same shall not constitute, or be construed as constituting, a waiver of any rights or remedies of Owner, the

Developer or the other Additional Insured or in any way relieve Consultant of its obligations hereunder.

7.4 Failure to maintain the insurance required shall constitute an event of default of the Contract with Consultant and shall allow Owner to terminate such agreement at Owner's option. If Consultant fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Consultant's expense and pay premiums from monies owed Consultant.

7.5 With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner, Developer, and other Additional Insureds when requested.

8. Subconsultant Insurance Requirements. With the exception of the required minimum limits of insurance, which Consultant may adjust to amounts as is reasonably prudent in Consultant's professional judgement in light of the services being provided in each case, Consultant shall be obligated to cause each Subconsultant to purchase and maintain insurance of the type specified for the Consultant. Notwithstanding the foregoing:

- (a) CGL limits shall be no less than those required of Consultant;
- (b) All required Additional Insured parties shall also be added to Subconsultants' CGL policies;
- (c) Without limiting the provisions of Section 10 below, Consultant is solely responsible for the sufficiency of insurance carried by the Subconsultants and no approval acceptance or failure to object to Subconsultant insurance by or Owner or any person or entity acting on its behalf shall relieve Consultant of its responsibility to establish appropriate limits and or any other obligation, responsibility or liability of any Subconsultant or Consultant.

9. General Insurance Provisions.

9.1 The insurance maintained by Consultant and Subconsultants shall be written by insurance companies rated by AM Best Company as having financial strength rating of "A-" or better and a financial size category of "VII" or greater, and on forms acceptable to Owner, and of the types and amounts set forth herein.

9.2 The Consultant's insurance requirements shall be independent from all other obligations of Consultant under any agreement with Consultant and shall apply whether or not required by any other provision of any such agreement.

9.3 A waiver of subrogation in favor of Owner and the other Additional Insureds will be provided by Consultant and Subconsultants on all policies.

9.4 The cost of the Required Insurance (including deductibles and self-insured retentions related to claims), as well as the cost of any other insurance carried by Consultant or Subconsultants with respect to the Work, shall be borne solely by Consultant, without reimbursement by Owner.

9.5 If Consultant's (or a Subconsultant's) general liability, excess or umbrella policies (if any) or required endorsements hereunder limit the Additional Insureds' coverage to the limits specified in a written agreement, then notwithstanding the minimum limits provided in this Exhibit the minimum limits required for this insurance are the greater of the limits specified in this Exhibit or the limits actually carried by Consultant or Subconsultant, respectively.

9.6 Any failure to require Consultant to provide evidence of the required insurance, or any acceptance of evidence that indicates insurance that fails to satisfy any requirements of this Exhibit I, will not constitute a waiver of the Required Insurance, nor shall be construed as such.

9.7 Requiring this insurance hereunder is in no way a representation that coverage and limits will necessarily be adequate to protect Consultant. Further, the minimum limits established in this Exhibit or otherwise allowed by Owner shall not limit or constrain Consultant (or any Subconsultant) in the prudent purchase of additional insurance.

9.8 Right to Withhold. Owner shall have the right to withhold payment otherwise owed to Consultant under the Contract, if Consultant has failed to comply with any of the requirements hereunder.

AMENDMENT TO THE CONSULTING AGREEMENT
Amendment No. 1

1. *Background Information:*

a. Effective Date of the Agreement: **June 14, 2024**

b. Owner: **SRTG Dev Owner, LLC**

c. Consultant: **England, Thims & Miller, Inc.**

d. Project: **Saratoga Springs Master 1A CCUA Mains Project located in Clay County, FL**
2. *Nature of Amendment:* In consideration of the mutual covenants and agreements of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the modifications set forth below.
3. *Description of Modifications:*

a. Consultant shall perform or furnish the following Additional Services: **See Attachment No. 1 Additional Services Amendment No. 1 attached hereto and incorporated herein.**

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: **No Changes**

c. The responsibilities of Owner are modified as follows: **No Changes**

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Consultant the following additional or modified compensation: **See Exhibit B Fee Schedule attached hereto and incorporated herein.**

e. The schedule for rendering services is modified as follows: **No Changes**

f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: **No Changes**
4. *Agreement Summary (Reference only):*

a. Original Agreement amount

\$511,550.00

b. Net change for prior amendments:

\$.00

c. This amendment amount:

\$ 17,955.00

d. **Adjusted Agreement compensation (plus reimbursable expenses)**

not to exceed:

\$529,505.00
- The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement as amended hereby.
- Amendment No. 1
Page 1 of 2

Attachments: Attachment No. 1 Additional Services Amendment No. 1
Exhibit B Fee Schedule Amendment No. 1

5. *Other provisions:*

- a. Definitions. Capitalized terms used herein but not defined in this Amendment shall have the meanings specified in the Agreement.
- b. No Waiver or Modification. Except as expressly provided herein, nothing contained in this Amendment shall be construed as modifying, waiving or affecting any of the provisions, covenants and conditions of or any of the parties' rights or remedies under the Agreement.
- c. Ratification. All terms and conditions of the Agreement, except as amended hereby, shall remain in full force and effect and shall govern the parties' performance, obligations, responsibilities, duties, liabilities, rights and remedies under this Amendment.
- d. Execution. The execution of this Amendment may occur in one or more separate counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. Facsimile, .tif, .pdf and other forms of electronic signatures to this Amendment shall be valid as if manually signed.

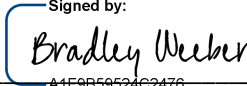
The parties hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is **October 7, 2024**.

OWNER:
SRTG Dev Owner, LLC a Delaware limited liability company

Signed by:

By: _____
C59E00437A474C3...
Name: Jesse Baker
Title: **Authorized Signatory**

CONSULTANT
England, Thims & Miller, Inc.

Signed by:

By: _____
A1F9B59524C2476...
Name: Bradley weeber
Title: Bradley weeber EVP

**ATTACHMENT NO. 1
AMENDMENT NO. 1
ADDITIONAL SERVICES**

A. SERVICES AND DELIVERABLES ("Consultant")

Task 1 - CCUA Potable Water & Reclaimed Water Transmission Main Survey:

Consultant shall stake 2,800 LF of the CCUA potable water and reclaimed water transmission main easement centerline every fifty (50) feet OC. Consultant shall flag each staked point so it can be easily identified.

Task 2 - CCUA Sanitary Sewer Transmission Main Survey:

Consultant shall stake 8,800 LF of the CCUA sanitary sewer transmission main easement centerline every fifty (50) feet OC. Consultant shall flag each staked point so it can be easily identified.

Exhibit B Fee Schedule Amendment No. 1																
A	B	C	D	D	F	G	H	I	J		K	L		M	N	H
Job	Cost Code	Task No.	Service Description	ORIGINAL AGREEMENT Dated: 6/14/2024				TOTAL PRIOR AMENDMENTS			CURRENT AMENDMENT Dated: 10/7/2024			AMENDED TOTALS		
				Unit	Quantity	Unit Price	Original Total Fee (NTE)	Prior Change in Qt.	Prior Change in Unit Price	Prior Change in Total Fee	Change In Qt.	Change In Unit Price	Current Change in Total Fee	Amended Tot. Qt	Amended Tot. Unit Price	Amended Total Fee (NTE)
316 - MST 1A	13.10.025.075	1	Utility Preliminary Engineering, Route Selection and CCUA Coordination	T&M/NTE	1.00	\$ 23,250.00	\$ 23,250.00	-	-	-	-	-	-	1	\$ 23,250.00	\$ 23,250.00
316 - MST 1A	13.10.025.075	2.1	Feed Mill Road Utilities: Roadway Preliminary Engineering and Preliminary Drainage	T&M/NTE	1.00	\$ 22,000.00	\$ 22,000.00	-	-	-	-	-	-	1	\$ 22,000.00	\$ 22,000.00
316 - MST 1A	13.10.025.075	2.2	Feed Mill Road Utilities: Sewer Forcemain, Water Main and Reclaimed Water Main Engineering	T&M/NTE	1.00	\$ 132,000.00	\$ 132,000.00	-	-	-	-	-	-	1	\$ 132,000.00	\$ 132,000.00
316 - MST 1A	13.10.025.075	3.1	Cathedral Oaks Parkway Utilities: Existing Road Design Coordination	T&M/NTE	1.00	\$ 21,600.00	\$ 21,600.00	-	-	-	-	-	-	1	\$ 21,600.00	\$ 21,600.00
316 - MST 1A	13.10.025.075	3.2	Cathedral Oaks Parkway Utilities: Sewer Forcemain, Water Main, and Reclaimed Water Main Engineering	T&M/NTE	1.00	\$ 87,600.00	\$ 87,600.00	-	-	-	-	-	-	1	\$ 87,600.00	\$ 87,600.00
316 - MST 1A	13.10.025.075	3.3	Cathedral Oaks Parkway Utilities: Maintenance of Traffic	T&M/NTE	1.00	\$ 18,900.00	\$ 18,900.00	-	-	-	-	-	-	1	\$ 18,900.00	\$ 18,900.00
316 - MST 1A	13.10.025.075	4.1	Additional CCUA Utilities: Feed Mill Road West Water Main and Reclaimed Water Main Engineering	T&M/NTE	1.00	\$ 15,600.00	\$ 15,600.00	-	-	-	-	-	-	1	\$ 15,600.00	\$ 15,600.00
316 - MST 1A	13.10.025.075	4.2	Additional CCUA Utilities: Feed Mill Road East Sewer Forcemain Engineering	T&M/NTE	1.00	\$ 28,000.00	\$ 28,000.00	-	-	-	-	-	-	1	\$ 28,000.00	\$ 28,000.00
316 - MST 1A	13.10.025.075	5a	Regulatory Permitting: Clay County Site Plan/Typical Section Approval	T&M/NTE	1.00	\$ 4,900.00	\$ 4,900.00	-	-	-	-	-	-	1	\$ 4,900.00	\$ 4,900.00
316 - MST 1A	13.10.025.075	5b	Regulatory Permitting: Clay County Right-of-Way Permitting	T&M/NTE	1.00	\$ 7,600.00	\$ 7,600.00	-	-	-	-	-	-	1	\$ 7,600.00	\$ 7,600.00
316 - MST 1A	13.10.025.075	5c	Regulatory Permitting: Clay County Development Review Permitting (if required)	T&M/NTE	1.00	\$ 14,600.00	\$ 14,600.00	-	-	-	-	-	-	1	\$ 14,600.00	\$ 14,600.00
316 - MST 1A	13.10.025.075	5d	Regulatory Permitting: Clay County Utility Authority Permitting	T&M/NTE	1.00	\$ 8,900.00	\$ 8,900.00	-	-	-	-	-	-	1	\$ 8,900.00	\$ 8,900.00
316 - MST 1A	13.10.025.075	5e	Regulatory Permitting: NPDES General NOI Construction Permit	T&M/NTE	1.00	\$ 1,800.00	\$ 1,800.00	-	-	-	-	-	-	1	\$ 1,800.00	\$ 1,800.00
316 - MST 1A	13.10.025.075	5f	Regulatory Permitting: ACOE and SJRWMD Permitting Coordination	T&M/NTE	1.00	\$ 3,500.00	\$ 3,500.00	-	-	-	-	-	-	1	\$ 3,500.00	\$ 3,500.00
316 - MST 1A	13.10.025.075	5g	Regulatory Permitting: FDEP Potable Water and Reclaimed Water	T&M/NTE	1.00	\$ 2,200.00	\$ 2,200.00	-	-	-	-	-	-	1	\$ 2,200.00	\$ 2,200.00
316 - MST 1A	13.10.025.075	5h	Regulatory Permitting: FDEP Sewer Forcemain	T&M/NTE	1.00	\$ 2,200.00	\$ 2,200.00	-	-	-	-	-	-	1	\$ 2,200.00	\$ 2,200.00
316 - MST 1A	13.10.025.075	6	Project Management, Coordination, Graphics, and Miscellaneous	T&M/NTE	1.00	\$ 20,000.00	\$ 20,000.00	-	-	-	-	-	-	1	\$ 20,000.00	\$ 20,000.00
316 - MST 1A	13.10.025.075	7	Limited Topography Survey (Reclaimed Water & Potable Water Mains)	T&M/NTE	1.00	\$ 39,900.00	\$ 39,900.00	-	-	-	-	-	-	1	\$ 39,900.00	\$ 39,900.00
316 - MST 1A	13.10.025.075	8	Limited Topography Survey (Offsite Forcemain Improvements)	T&M/NTE	1.00	\$ 57,000.00	\$ 57,000.00	-	-	-	-	-	-	1	\$ 57,000.00	\$ 57,000.00
Amendment #1:																
316 - MST 1A	13.10.025.075	9	CCUA Transmission Main Utility Corridor Staking: Potable Water & Reclaimed Water 2,800 LF	T&M/NTE			\$ -	-	-	-	1	\$ 4,335.00	\$ 4,335.00	1	\$ 4,335.00	\$ 4,335.00
316 - MST 1A	13.10.025.075	10	CCUA Transmission Main Utility Corridor Staking: Sanitary Sewer Forcemain 8,800 LF	T&M/NTE			\$ -	-	-	-	1	\$ 13,620.00	\$ 13,620.00	1	\$ 13,620.00	\$ 13,620.00
Total compensation under Original Agreement NTE:																\$ 511,550.00
Total compensation change by Prior Amendments NTE:																\$ -
Total compensation change by Current Amendment No. 1 NTE:																\$ 17,955.00
Total compensation including this Amendment No. 1 NTE:																\$ 529,505.00
Notes: TM/NTE" shall mean "time and materials, not to exceed"; "NTE" shall mean "not to exceed;" "LS"shall mean "lump sum;" "EA" shall mean "each". To the extent they become applicable in connection with services billed on an time and materials basis, Consultant's billing rates are set forth in Exhibit C to the Agreement. Reimbursable Expenses shall be billed only as and to the extent incurred and are subject to the Agreement and as elsewhere provided in the Agreement and/or Exhibits and Attachments thereto. Prices listed above incorporate the full cost of the respective Services including all labor, miscellaneous supplies, equipment, taxes, overhead and profit. The estimated quantities and totals of items of unit price and TM/NTE services are not guaranteed. Payment on account of unit priced and TM/NTE services will be based on the number of units completed or time and materials expended in accordance with the Agreement, provided that Consultant shall not be entitled to payment in excess of the Not to Exceed amounts specified above unless expressly authorized by Owner via a Change Order or Amendment executed in accordance with the Agreement.																

Exhibit B

Description of Work Product

Engineering Design Services for Feed Mill CDD
(Saratoga Springs - CCUA Transmission Main Project Design)

The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated June 14, 2024, and Amendment No. 1 dated October 7, 2024, between SRTG Dev Owner, LLC and **England, Thims & Miller, Inc.**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$529,505.00	\$529,505.00	\$507,891.88	\$507,891.88

DISTRICT ENGINEER'S CERTIFICATE

(Engineering Design Services for Saratoga Springs CCUA Transmission Main Project Design)

_____, 2025

Board of Supervisors
Feed Mill Community Development District

Re: Acquisition of Engineering Design Services (Saratoga Springs - CCUA
Transmission Main Project Design)

Ladies and Gentlemen:

The undersigned, a representative of England, Thims & Miller, Inc. ("**District Engineer**"), as District Engineer for Feed Mill Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from SRTG Dev Owner, LLC ("**Developer**") of certain work product ("**Work Product**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, and other documents.
2. The Work Product is within the scope of the District's capital improvement plan as set forth in the *Master Engineer's Report* dated February 12, 2025, among other applicable reports related to the current and future bond series ("**Engineer's Report**"), and specially benefits property within the District as further described in the Engineer's Report.
3. I am unaware of any defects in the Work Product.
4. The total costs associated with the Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work Product, and (ii) the reasonable fair market value of the Work Product.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product.

[CONTINUED ON NEXT PAGE]

FURTHER AFFIANT SAYETH NOT.

Daniel Welch, P.E.
Its: Principal Vice President/ Shareholder
Florida Registration No. _____
District Engineer

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by Daniel Welch, P.E., Principal Vice President/ Shareholder of England, Thims & Miller, Inc.,
who is personally known to me or who has produced _____ as
identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

BILL OF SALE

Acquisition of Engineering Design Services (Saratoga Springs - CCUA Transmission Main Project Design)

KNOW ALL MEN BY THESE PRESENTS, that SRTG Dev Owner, LLC, a limited liability company, whose mailing address for purposes hereof is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 (“Seller”) for good and valuable consideration paid by **Feed Mill Community Development District**, a unit of special purpose local government established pursuant to Chapter 190, *Florida Statutes*, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred and delivered to the District, its successors, heirs, executors, administrators and assigns forever, the following described property, assets and rights, to-wit:

- a. Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, environmental studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the construction and ownership of the Saratoga Springs - CCUA Transmission Main Project Design public improvements, made part of the District’s capital improvement plan as described in the *Master Engineer’s Report*, dated February 12, 2025, all as more specifically described in **Exhibit A** attached hereto (“Work Product”); and
- b. All of the right, title, interest, and benefit of Seller, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Work Product, by contract and in statute, and without waiving any right to enforcement of latent or patent defects, if any; and
- c. All goodwill associated with the foregoing.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described Work Product; that said Work Product is free from all liens and encumbrances; that Seller has good right to sell said Work Product; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the

production of the Work Product have been paid in full; and that Seller will warrant and defend the sale of its said Work Product hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

The Seller represents that it has no knowledge of any latent or patent defects in the Work Product, and hereby assigns, transfers and conveys to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

By execution of this document, the Seller affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of District's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal this _____ day of _____, 2025.

Signed, sealed and delivered by:
SRTG Dev Owner, LLC, a limited liability company

By: _____
Print Name: _____
Its: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of _____, 2025, before me personally appeared _____, who acting on behalf of SRTG Dev Owner, LLC, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this _____ day of _____, 2025.

(NOTARIAL SEAL)

Print Name:
Notary Public, State of Florida
My Commission No.:
My Commission Expires:

Exhibit A: Description of Work Product

Exhibit A

Description of Work Product

Engineering Design Services for Feed Mill CDD
(Saratoga Springs CCUA Transmission Main Project Design)

The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated June 14, 2024, and Amendment No. 1 dated October 7, 2024, between SRTG Dev Owner, LLC and **England, Thims & Miller, Inc.**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$529,505.00	\$529,505.00	\$507,891.88	\$507,891.88

_____, 2025

Feed Mill Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

RE: Acquisition of Work Product and Improvements: Saratoga Springs - CCUA
Transmission Main Project

Dear District Manager,

SRTG Dev Owner, LLC (“**Developer**”) has completed and wishes to convey to the Feed Mill Community Development District (“**District**”) certain work product and improvements, as further detailed in **Exhibit A** attached hereto (“**Work Product and Improvements**”). The Developer wishes to convey the Work Product and Improvements, as described in the *Acquisition Agreement* between the Developer and the District, dated February 15, 2024, and the *Master Engineer’s Report*, dated February 12, 2025, to the District in exchange for the payment of **\$167,189.89**, representing the actual cost of producing the Work Product. Payment by the District is contingent upon receiving payment for the Work Product from Clay County Utility Authority in equal value.

Sincerely,

SRTG Dev Owner, LLC

Printed Name: _____
Title: _____

Exhibit A: Description of Work Product & Improvements

Exhibit A

Description of Work Product & Improvements

Environmental: The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated May 3, 2024, and Amendment No. 1 dated October 1, 2024, between SRTG Dev Owner, LLC and **SES Environmental Resource Solutions, LLC**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$58,300.00	\$58,300.00	\$51,233.04	\$51,233.04

Geotechnical: The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated May 3, 2024, between SRTG Dev Owner, LLC and **ECS Florida, LLC**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$13,700.00	\$13,700.00	\$13,700.00	\$13,700.00

Cultural Resources: The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated November 29, 2024, between SRTG Dev Owner, LLC and **SWCA, Incorporated d/b/a SWCA Environmental Consultants**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$8,110.00	\$8,110.00	\$8,110.00	\$8,110.00

Habitat Mitigation: The work product identified in the *Gopher Tortoise Recipient Site Agreement*, dated June 28, 2024, between SRTG Dev Owner, LLC and **Chelone, LLC** and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$66,500.00	\$66,500.00	\$14,468.42	\$14,468.42

Earthwork: The earthwork improvements associated with water, sewer, and stormwater management improvements as identified in the *Shadowlawn Land Management Agreement*, dated October 14, 2024, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$75,490.00	\$75,490.00	\$75,490.00	\$75,490.00

Miscellaneous Expenses:

Contract	Description	Amount Paid to Date	Requisition Amount
Dan McCormick	Conservation Permit Application	\$465.69	\$465.69
St. Johns River Water Management District	CCUA Transmission Main ERP Acquisition Fee	\$250.00	\$250.00
Florida Fish & Wildlife Conservation Commission	Mitigation Payment for Tortoise Relocation	\$4,493.42	\$4,493.42

AFFIDAVIT REGARDING COSTS PAID

Saratoga Springs - CCUA Transmission Main Project

STATE OF FLORIDA
COUNTY OF CLAY

I, _____, of **SRTG Dev Owner, LLC (“Developer”)**, a limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is _____, and I am _____ of the Developer. I have authority to make this affidavit on behalf of Developer.
3. The Developer is the developer of certain lands within Feed Mill Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The *Master Engineer’s Report*, dated February 12, 2025, among other applicable reports related to the District’s current and future bond series (together, “**Engineer’s Report**”) describes certain work product for improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pursuant to the agreement and invoices (“**Agreement**”) described in **Exhibit A** hereto, Developer has expended funds to develop work product described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the work product and improvements completed to date and states the amounts that Developer has spent on the work product.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the infrastructure improvements and/or work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing *Affidavit Regarding Costs Paid* and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2025.

SRTG DEV OWNER, LLC, a limited liability
company

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2025, by _____, who ☐ is
personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

Exhibit A: Description of Work Product

Exhibit A

Description of Work Product & Improvements

Environmental: The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated May 3, 2024, and Amendment No. 1 dated October 4, 2024, between SRTG Dev Owner, LLC and **SES Environmental Resource Solutions, LLC**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$58,300.00	\$58,300.00	\$51,233.04	\$51,233.04

Geotechnical: The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated May 3, 2024, between SRTG Dev Owner, LLC and **ECS Florida, LLC**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$13,700.00	\$13,700.00	\$13,700.00	\$13,700.00

Cultural Resources: The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated November 29, 2024, between SRTG Dev Owner, LLC and **SWCA, Incorporated d/b/a SWCA Environmental Consultants**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$8,110.00	\$8,110.00	\$8,110.00	\$8,110.00

Habitat Mitigation: The work product identified in the *Gopher Tortoise Recipient Site Agreement*, dated June 28, 2024, between SRTG Dev Owner, LLC and **Chelone, LLC** and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$66,500.00	\$66,500.00	\$14,468.42	\$14,468.42

Earthwork: The improvements including, but not limited to utility corridor clearing and access road improvements, identified in the *Shadowlawn Land Management Agreement*, dated October 14, 2024, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$75,490.00	\$75,490.00	\$75,490.00	\$75,490.00

Miscellaneous Expenses:

Contract	Description	Amount Paid to Date	Requisition Amount
Dan McCormick	Conservation Permit Application	\$465.69	\$465.69
St. Johns River Water Management District	CCUA Transmission Main ERP Acquisition Fee	\$250.00	\$250.00
Florida Fish & Wildlife Conservation Commission	Mitigation Payment for Tortoise Relocation	\$4,493.42	\$4,493.42

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

Saratoga Springs - CCUA Transmission Main Project

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of _____, 2025, by **SES ENVIRONMENTAL RESOURCE SOLUTIONS LLC**, a limited liability company whose mailing address is 10101 Global Way, Knoxville, Tennessee 37932 (“Professional”), in favor of the **FEED MILL COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in Clay County, Florida, whose mailing address is c/o Rizzetta and Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain infrastructure improvements (“Work Product”) for SRTG Dev Owner, LLC, developer of lands within the District (“Developer”). The Work Product produced and acquired is more specifically described in the attached **Exhibit A**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has let a construction contract for construction of the improvements set forth in said Work Product and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. RELEASES. Premised upon the District’s agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District’s right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product is free of all claims, security agreement, encumbrances or liens.

SECTION 5. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 6. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver

and release of lien for any payments due to Professional by Developer for the Work Product.

SECTION 7. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

**SES ENVIRONMENTAL RESOURCE
SOLUTIONS INC.**

By: _____
Its: _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____, who ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____

Exhibit A: Description of Work Product

Exhibit A
Description of Work Product

The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated May 3, 2024, between SRTG Dev Owner, LLC and **SES Environmental Resource Solutions, LLC**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$58,300.00	\$58,300.00	\$51,233.04	\$51,233.04

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

Saratoga Springs - CCUA Transmission Main Project

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of _____, 2025, by **ECS FLORIDA LLC**, a limited liability company whose mailing address is 14030 Thunderbolt Place, Suite 500, Chantilly, Virginia 20151 (“Professional”), in favor of the **FEED MILL COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in Clay County, Florida, whose mailing address is c/o Rizzetta and Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain infrastructure improvements (“Work Product”) for SRTG Dev Owner, LLC, developer of lands within the District (“Developer”). The Work Product produced and acquired is more specifically described in the attached **Exhibit A**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has let a construction contract for construction of the improvements set forth in said Work Product and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. RELEASES. Premised upon the District’s agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District’s right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product is free of all claims, security agreement, encumbrances or liens.

SECTION 5. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 6. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product.

SECTION 7. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ECS FLORIDA LLC

By: _____
Its: _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____, who ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____

Exhibit A: Description of Work Product

Exhibit A
Description of Work Product

The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated May 3, 2024, between SRTG Dev Owner, LLC and **ECS Florida, LLC**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$13,700.00	\$13,700.00	\$13,700.00	\$13,700.00

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

Saratoga Springs - CCUA Transmission Main Project

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of _____, 2025, by **SWCA, Incorporated d/b/a SWCA Environmental Consultants**, an Arizona corporation whose mailing address is 20 E. Thomas Road, Suite 1700, Phoenix, Arizona 85012 (“Professional”), in favor of the **FEED MILL COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in Clay County, Florida, whose mailing address is c/o Rizzetta and Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain infrastructure improvements (“Work Product”) for SRTG Dev Owner, LLC, developer of lands within the District (“Developer”). The Work Product produced and acquired is more specifically described in the attached **Exhibit A**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has let a construction contract for construction of the improvements set forth in said Work Product and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. RELEASES. Premised upon the District’s agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District’s right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product is free of all claims, security agreement, encumbrances or liens.

SECTION 5. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 6. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product.

SECTION 7. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

**SWCA, INCORPORATED D/B/A SWCA
ENVIRONMENTAL CONSULTANTS**

By: _____
Its: _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____, who ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____

Exhibit A: Description of Work Product

Exhibit A
Description of Work Product

The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated November 29, 2024, between SRTG Dev Owner, LLC and **SWCA, Incorporated d/b/a SWCA Environmental Consultants**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$8,110.00	\$8,110.00	\$8,110.00	\$8,110.00

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

Saratoga Springs - CCUA Transmission Main Project

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of _____, 2025, **CHELONE LLC**, a Florida limited liability company whose mailing address is 20 E. Thomas Road, Suite 1700, Phoenix, Arizona 85012 (“Professional”), in favor of the **FEED MILL COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in Clay County, Florida, whose mailing address is c/o Rizzetta and Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain infrastructure improvements (“Work Product”) for SRTG Dev Owner, LLC, developer of lands within the District (“Developer”). The Work Product produced and acquired is more specifically described in the attached **Exhibit A**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has let a construction contract for construction of the improvements set forth in said Work Product and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. RELEASES. Premised upon the District’s agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District’s right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product is free of all claims, security agreement, encumbrances or liens.

SECTION 5. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 6. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product.

SECTION 7. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

CHELONE LLC

By: _____
Its: _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____

Exhibit A: Description of Work Product

Exhibit A
Description of Work Product

The work product identified in the *Gopher Tortoise Recipient Site Agreement*, dated June 28, 2024, between SRTG Dev Owner, LLC and **Chelone, LLC** and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$66,500.00	\$66,500.00	\$14,468.42	\$14,468.42

DISTRICT ENGINEER’S CERTIFICATE
Saratoga Springs - CCUA Transmission Main Project

_____, 2025

Board of Supervisors
Feed Mill Community Development District

Re: Acquisition of Environmental Services Work Product

Ladies and Gentlemen:

The undersigned, a representative of England, Thims & Miller, Inc. (“**District Engineer**”), as District Engineer for the Feed Mill Community Development District (“**District**”), hereby makes the following certifications in connection with the District’s acquisition from SRTG Dev Owner, LLC (“**Developer**”) of services in connection with the construction of certain design and infrastructure improvements (“**Work Product and Improvements**”), all as more fully described in that certain bill of sale (“**Bill of Sale**”) dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Work Product and Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, and other documents.
2. The Work Product is within the scope of the District’s capital improvement plan as set forth in the *Master Engineer’s Report* dated February 12, 2025, among other applicable reports related to the current and future bond series (“**Engineer’s Report**”), and specially benefits property within the District as further described in the Engineer’s Report.
3. Based on my review, I believe that the Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am unaware of any defects in the Work Product.
4. The total costs associated with the Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work Product, and (ii) the reasonable fair market value of the Work Product.
5. All known plans, permits, and specifications produced or acquired in connection with the Work Product that are necessary for the operation and maintenance of those certain infrastructure improvements are complete and on file with the District and have been,

or are capable of being, transferred to the District for operation and maintenance responsibilities.

6. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product.

FURTHER AFFIANT SAYETH NOT.

Daniel Welch, P.E.
Its: Principal Vice President/ Shareholder
Florida Registration No. _____
District Engineer

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Daniel Welch, P.E., Principal Vice President/ Shareholder of England, Thims & Miller, Inc., who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

BILL OF SALE

Saratoga Springs - CCUA Transmission Main Project

KNOW ALL MEN BY THESE PRESENTS, that **SRTG Dev Owner, LLC**, a limited liability company, whose mailing address for purposes hereof is 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 (“**Seller**”) for good and valuable consideration paid by **Feed Mill Community Development District**, a unit of special purpose local government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**District**”), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred and delivered to the District, its successors, heirs, executors, administrators and assigns forever, the following described property, assets and rights, to-wit:

- a. The work product associated with or made part of the District’s capital improvement plan as described in the *Master Engineer’s Report*, dated February 12, 2025, all as more specifically described in **Exhibit A** attached hereto (the “Work Product”); and
- b. All of the right, title, interest, and benefit of Seller, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Work Product, by contract and in statute, and without waiving any right to enforcement of latent or patent defects, if any; and
- c. All goodwill associated with the foregoing.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described Work Product; that said Work Product is free from all liens and encumbrances; that Seller has good right to sell said Work Product; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the production of the Work Product have been paid in full; and that Seller will warrant and defend the sale of its said Work Product hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

The Seller represents that it has no knowledge of any latent or patent defects in the Work Product, and hereby assigns, transfers and conveys to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

By execution of this document, the Seller affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of District's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal this ____ day of _____, 2025.

Signed, sealed and delivered by:
SRTG Dev Owner, LLC

By: _____
Print Name: _____
Its: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me personally appeared _____, who acting on behalf of SRTG Dev Owner, LLC, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this ____ day of _____, 2025.

(NOTARIAL SEAL)

Print Name:
Notary Public, State of Florida
My Commission No.:
My Commission Expires:

Exhibit A: Description of Work Product

Exhibit A

Description of Work Product & Improvements

Environmental: The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated May 3, 2024, and Amendment No. 1 dated October 4, 2024, between SRTG Dev Owner, LLC and **SES Environmental Resource Solutions, LLC**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$58,300.00	\$58,300.00	\$51,233.04	\$51,233.04

Geotechnical: The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated May 3, 2024, between SRTG Dev Owner, LLC and **ECS Florida, LLC**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$13,700.00	\$13,700.00	\$13,700.00	\$13,700.00

Cultural Resources: The work product including, but not limited to, any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents prepared pursuant to, or pertaining or applicable to or in any way connected with, the development, construction, and ownership of the public improvements identified in the *AE Design Professional Services Agreement (FL)*, dated November 29, 2024, between SRTG Dev Owner, LLC and **SWCA, Incorporated d/b/a SWCA Environmental Consultants**, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$8,110.00	\$8,110.00	\$8,110.00	\$8,110.00

Habitat Mitigation: The work product identified in the *Gopher Tortoise Recipient Site Agreement*, dated June 28, 2024, between SRTG Dev Owner, LLC and **Chelone, LLC** and more specifically

described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$66,500.00	\$66,500.00	\$14,468.42	\$14,468.42

Earthwork: The improvements including, but not limited to utility corridor clearing and access road improvements, identified in the *Shadowlawn Land Management Agreement*, dated October 14, 2024, and more specifically described as follows:

Total Contract Cost	CDD Eligible Cost	Amount Paid to Date	Requisition Amount
\$75,490.00	\$75,490.00	\$75,490.00	\$75,490.00

Miscellaneous Expenses:

Contract	Description	Amount Paid to Date	Requisition Amount
Dan McCormick	Conservation Permit Application	\$465.69	\$465.69
St. Johns River Water Management District	CCUA Transmission Main ERP Acquisition Fee	\$250.00	\$250.00
Florida Fish & Wildlife Conservation Commission	Mitigation Payment for Tortoise Relocation	\$4,493.42	\$4,493.42

**FEED MILL COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES _____**

FORM OF REQUISITION

The undersigned, an Authorized Officer of Feed Mill Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of May 1, 2025, as amended and supplemented by the [_____] Supplemental Trust Indenture between the District and the Trustee, dated as of [_____] (collectively, the "Indenture"). All capitalized terms used herein shall have the meaning ascribed to such term in the Indenture.

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

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

(E) Fund, Account or subaccount from which disbursement is to be made:

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the [_____] Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the [_____] Project and each represents a Cost of the [_____] Project, and has not previously been paid out of such Account or subaccount;

OR

☐ this requisition is for costs of issuance payable from the [_____] Costs of Issuance Account that has not previously been paid out of such Account.

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

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

Originals or copies of the invoice(s) from the contractor of the improvements acquired or services rendered (or other equivalent supporting documents) with respect to which disbursement is hereby requested are on file with the District.

**FEED MILL COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

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

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

Consulting Engineer