

AMENDED AGENDA
MINNEOLA COMMUNITY REDEVELOPMENT AGENCY MEETING
Minneola City Hall, Council Chambers
June 16, 2026 at 6:30 P.M.

I. CALL TO ORDER

II. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENTS

The Minneola City Council will hear questions, comments, and concerns from the public. Action may not be taken by the city council at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Minneola’s Public Participation Policy adopted by Resolution 2013-19, members of the public shall be given a reasonable opportunity to be heard on propositions before the city council. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the city council addresses such items during this meeting.

Pursuant to Resolution 2013-19, public comments are generally limited to three minutes.

IV. CITY MANAGER'S CONSENT AGENDA

- | | | |
|---------|--|---|
| Item 1. | Community Redevelopment Agency Meeting Minutes - May 5, 2026 | Consider a Request to Approve the Minutes from the May 5, 2026 Community Redevelopment Agency Meeting. |
| Item 2. | Purchase Request - LifePack 35 Cardiac Monitors - Stryker - \$218,967.22 | Consider a Request to Approve the Purchase of Four (4) LifePack 35 Cardiac Monitors from Stryker. |
| Item 3. | Purchase Request - Firefighter Structural Firefighting Protective Gear - Bennett Fire Products Co., Inc. - \$40,302.30 | Consider a Request to Purchase Ten (10) Sets of Structural Firefighting Gear from Bennett Fire Products Co., Inc. |
| Item 4. | Purchase Request - Firefighter Wildland/Extrication Protective | Consider a Request to Approve the Purchase of Eight (8) Sets of Firefighting Wildland / Extrication Combination Gear. |

Gear - Ten-8 Fire & Safety, LLC - \$16,384.52

- Item 5. Purchase Request - AC Unit at Ferndale Fire Station - Sunshine Cooling - \$9,949 Consider a Request to Purchase a Replacement AC Unit from Sunshine Cooling for the Ferndale Fire Station
- Item 6. Purchase Request - Screw Press - ESMIL Corp. - \$416,949.40 Consider a Request to Approve the Purchase of a Screw Press from ESMIL Corp. for Use at the Wastewater Treatment Plant.
- Item 7. Agreement - Construction Manager at Risk (CMAR) - Vogel Bros Building, Co. Consider a Request to Approve an Agreement with Vogel Bros Building, Co. for Construction Manager at Risk Professional Services for the Expansion of the Wastewater Treatment Plant.
- Item 8. Agreement - Splash Pad Access and Operations - Crooked Can Consider a Request to Approve an Agreement with Crooked Can Brewing Company, LLC and Minneola Land LLC for the Development, Public Access, and Operation of a Splash Pad Facility at 1600 Crooked Can Loop.

V. COUNCIL DISCUSSION & ACTION ITEMS

- Item 1. Ordinance 2026-11 Sale of City Property - *First Reading* An Ordinance of the City Council of the City of Minneola, Florida, Acting as the Governing Body of the Minneola Community Redevelopment Agency, Approving the Sale of Certain Real Property Located East of Citrus Grove Road and South of Turkey Farm Road Within the Minneola, Mountain Community Redevelopment Area Pursuant to Section 163.380, Florida Statutes; Accepting the Purchase Offer Submitted by Citrus Ridge Retail, LLC; Authorizing the Execution of a Purchase and Sale Agreement and Related Closing Documents; Authorizing the City Manager to Take All Actions Necessary to Effectuate the Sale; Providing for Conflicts, Severability, and an Effective Date.

VI. FINAL PUBLIC COMMENTS

Note: Pursuant to F.S. 286.0114 and the City of Minneola's Public Participation Policy adopted by Resolution 2013-19, members of the public shall be given a reasonable opportunity to be heard on propositions before the city council. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the city council addresses such items during this meeting. Pursuant to Resolution 2013-19, public comments are generally limited to three minutes.



AGENDA SUMMARY
Community Redevelopment Agency Meeting
June 16, 2026

Agenda Item: 1.

Subject Title: Community Redevelopment Agency Meeting Minutes - May 5, 2026

Objective:

Consider a Request to Approve the Minutes from the May 5, 2026 Community Redevelopment Agency Meeting.

Summary:

Exhibits:

None

Options:

Fiscal Impact:

Staff Recommendation:



AGENDA SUMMARY
Community Redevelopment Agency
June 16, 2026

Agenda Item: 2.

Subject Title: Purchase Request - LifePack 35 Cardiac Monitors - Stryker - \$218,967.22

Objective:

Consider a Request to Approve the Purchase of Four (4) LifePack 35 Cardiac Monitors from Stryker.

Summary:

The fire department is in need of upgrading the current LifePack 15 cardiac monitors. One of the monitors in the fleet has reached the end of its service life and is no longer serviceable. Upgrading all monitors at the same time will maximize trade-in credit and also allow users to maintain operational consistency across all units.

Exhibits:

1. Quote LP35 x4 5.1.26
2. Stryker Treatment Sole-Source Letter - May 2026

Options:

1. Approve the request as presented.
2. Approve the request with modifications.
3. Deny the request.

Fiscal Impact:

\$218,967.22 (Budgeted)

P & Z Recommendation:

Staff Recommendation:

Staff recommends approval of the request as presented.



LP35 x4

Quote Number: 11301769

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: CITY OF MINNEOLA
Attn:

Division: Medical
Rep: Marjorie Ward
Email: marjorie.ward@stryker.com
Phone Number:

Quote Date: 05/01/2026
Expiration Date: 05/31/2026
Contract Start: 04/30/2026
Contract End: 04/29/2027

| Delivery Address | | Sold To - Shipping | | Bill To Account | |
|------------------|---|--------------------|---|-----------------|---|
| Name: | CITY OF MINNEOLA | Name: | CITY OF MINNEOLA | Name: | CITY OF MINNEOLA |
| Account #: | 20028154 | Account #: | 20028154 | Account #: | 20028154 |
| Address: | 800 N US HIGHWAY 27 MINNEOLA Florida 34715-6821 | Address: | 800 N US HIGHWAY 27 MINNEOLA Florida 34715-6821 | Address: | 800 N US HIGHWAY 27 MINNEOLA Florida 34715-6821 |

Equipment Products:

| # | Product | Description | Qty | Sell Price | Total |
|------|--------------|---|-----|-------------|--------------|
| 1.0 | 70335-000042 | LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT | 4 | \$48,706.64 | \$194,826.56 |
| 2.0 | 11335-000001 | LIFEPAK FLEX Lithium-Ion Battery | 6 | \$675.00 | \$4,050.01 |
| 3.0 | 11140-000102 | LIFEPAK FLEX Battery Charger | 2 | \$1,965.60 | \$3,931.20 |
| 4.0 | 11140-000131 | AC Power Cord (North America, hospital grade) | 2 | \$79.10 | \$158.20 |
| 5.0 | 11997-000298 | CABLE,PATIENT,RD RNBOW,SET RA25-04,EMS,MASIMO | 4 | \$332.80 | \$1,331.20 |
| 6.0 | 11996-000519 | LNCS-II Reusable rainbow 8-wavelength Adult Sensor | 6 | \$647.50 | \$3,885.00 |
| 7.0 | 11996-000520 | LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor | 4 | \$712.60 | \$2,850.40 |
| 8.0 | 11996-000456 | RD SET DCI Reusable Sensor, Adult | 8 | \$330.60 | \$2,644.80 |
| 9.0 | 11996-000455 | RD SET DCI Reusable Sensor, Pediatric | 4 | \$330.60 | \$1,322.40 |
| 10.0 | 11160-000011 | Reusable Cuff, Infant, 8-14 cm | 4 | \$26.40 | \$105.60 |
| 11.0 | 11160-000013 | Reusable Cuff, Pediatric, 13-20 cm | 4 | \$28.49 | \$113.96 |
| 12.0 | 11160-000019 | Reusable Cuff, X-Large, Adult, 35-44 cm | 4 | \$50.40 | \$201.60 |
| 13.0 | 11160-000015 | Reusable Cuff, Adult, 26-35 cm | 8 | \$35.20 | \$281.60 |
| 14.0 | 11160-000021 | Reusable Cuff, Small, Adult, 18-26 cm | 4 | \$33.60 | \$134.40 |
| 15.0 | 11335-000005 | LIFEPAK Printer Kit | 3 | \$2,184.00 | \$6,552.00 |
| 16.0 | 11335-000008 | LIFEPAK 35 Storage Bag Kit | 4 | \$436.80 | \$1,747.20 |



LP35 x4

Quote Number: 11301769

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: CITY OF MINNEOLA
Attn:

Division: Medical
Rep: Marjorie Ward
Email: marjorie.ward@stryker.com
Phone Number:

Quote Date: 05/01/2026
Expiration Date: 05/31/2026
Contract Start: 04/30/2026
Contract End: 04/29/2027

| # | Product | Description | Qty | Sell Price | Total |
|------------------|--------------|--|-----|------------|--------------|
| 17.0 | 11260-000073 | Shoulder Strap | 4 | \$54.60 | \$218.40 |
| 18.0 | 11111-000041 | LIFEPAK 3-wire extended precordial ECG cable | 4 | \$86.40 | \$345.60 |
| 19.0 | 11111-000049 | ASSY, CABLE, ECG, 4 WIRE, AHA, 5 FT | 3 | \$530.00 | \$1,590.00 |
| 20.0 | 11111-000052 | ASSY, CABLE, ECG, 15LEAD, 6 WIRE PRECORDIAL, AHA | 3 | \$226.10 | \$678.30 |
| 21.0 | 11996-000536 | 15-Lead Patient Simulator (QUIK-COMBO) | 2 | \$1,248.00 | \$2,496.00 |
| Equipment Total: | | | | | \$229,464.42 |

Trade In Credit:

| Product | Description | Qty | Credit Ea. | Total Credit |
|----------------|--------------------------------|-----|-------------|--------------|
| TR-LP15V2-LP35 | TRADE IN LP15 V2 FOR LP35 | 1 | -\$2,000.00 | -\$2,000.00 |
| TR-LP15L-LP35 | TRADE IN LP15 V4 LOW FOR LP35 | 1 | -\$4,000.00 | -\$4,000.00 |
| TR-LP15H-LP35 | TRADE IN LP15 V4 HIGH FOR LP35 | 1 | -\$5,500.00 | -\$5,500.00 |
| TR-LP15H-LP35 | TRADE IN LP15 V4 HIGH FOR LP35 | 1 | -\$6,500.00 | -\$6,500.00 |

ProCare Products:

| # | Product | Description | Qty | Sell Price | Total |
|----------------|------------------|--|-----|------------|------------|
| 26.1 | LIFEPK35-FLD-PRO | Nellcor/Masimo SpO2, EtCO2, NIBP, Temp/IP (ICU Medical), 3/5-lead ECG for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT 05/01/2026 - 04/30/2027 Preventative Maintenance | 4 | \$538.20 | \$2,152.80 |
| ProCare Total: | | | | | \$2,152.80 |

Data Solutions:

| # | Product | Description | Qty | Sell Price | Total |
|------|--------------|---------------------------------------|-----|------------|------------|
| 27.0 | 11150-000020 | LIFEPAK Cellular Modem, North America | 4 | \$1,275.00 | \$5,100.00 |



LP35 x4

Quote Number: 11301769

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: CITY OF MINNEOLA
Attn:

Division: Medical
Rep: Marjorie Ward
Email: marjorie.ward@stryker.com
Phone Number:

Quote Date: 05/01/2026
Expiration Date: 05/31/2026
Contract Start: 04/30/2026
Contract End: 04/29/2027

| | |
|-----------------------|------------|
| Data Solutions Total: | \$5,100.00 |
|-----------------------|------------|

Price Totals:

| | |
|-------------------------------|--------------|
| Estimated Sales Tax (0.000%): | \$0.00 |
| Shipping and Handling: | \$250.00 |
| Grand Total: | \$218,967.22 |

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 35 monitor/defibrillators
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New HeartSine® samaritan PAD automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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AGENDA SUMMARY
Community Redevelopment Agency
June 16, 2026

Agenda Item: 3.

Subject Title: Purchase Request - Firefighter Structural Firefighting Protective Gear - Bennett Fire Products Co., Inc. - \$40,302.30

Objective:

Consider a Request to Purchase Ten (10) Sets of Structural Firefighting Gear from Bennett Fire Products Co., Inc.

Summary:

This request is to purchase ten (10) sets of structural firefighting bunker gear. Five (5) sets will be to equip newly hired firefighters and the remaining five (5) sets will be utilized to help ensure that all firefighters have a second set of structural firefighting gear. The purchase will be made by "piggy-backing" the Lake County procurement contract.

Exhibits:

1. Lake County Contract
2. Minneola Globe PPE Quote - 10 Sets 051526

Options:

1. Approve the request as presented.
2. Approve the request with modifications.
3. Deny the request.

Fiscal Impact:

\$40,302.30 (Budgeted)

P & Z Recommendation:

Staff Recommendation:

Staff recommends approval of the request as presented.



CONTRACT NO. 22-730B

For

Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 7/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/26/2022

ADDENDUM NO. #2

22-730

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County’s website and it doesn’t look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/25/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY’S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

| | |
|-----------------------------------|-----------------------|
| Each Occurrence/General Aggregate | \$1,000,000/2,000,000 |
| Products-Completed Operations | \$2,000,000 |
| Personal & Adv. Injury | \$1,000,000 |
| Fire Damage | \$50,000 |
| Medical Expense | \$5,000 |
| Contractual Liability | Included |

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

| | |
|-----------------------|-------------|
| Each Accident | \$1,000,000 |
| Disease-Each Employer | \$1,000,000 |
| Disease-Policy Limit | \$1,000,000 |

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Bennett Fire Products Company, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest, Danny Bennett

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Bennett Fire Products Company, Inc.
Street Address: 195 Stockwood Drive, Suite 170
City: Woodstock State and ZIP Code: Georgia 30188
Mailing Address (if different): PO Box 2458
Telephone: 770-402-9910 Fax: N/A
Federal Identification Number / TIN: 58-2143532
DUNS Number: N/A

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Danny Bennett*

Date: 4/26/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

| <i>Firm's Name Here</i> | | | | |
|---|------------------|--|------------------|--|
| SAVE AND SUBMIT AS AN EXCEL FILE | | | | |
| FIRM'S WEBSITE: | | www.bennettfireproducts.com | | |
| Warehouse Location(s): | | Woodstock, GA | | |
| Contact Information For Emergency/Disaster Services (24/7) | | | | |
| | | Name: Danny Bennett | | |
| | | Email: bennettfire@att.net | | |
| | | Emergency Phone: 770-402-9910 | | |
| List manufacturer brands supported. | | | | |
| MANUFACTURER | Percent Off List | In Stock / Lead Time | Freight Included | WEBSITE |
| | | as of 4/25/22 | | |
| Globe Bunker Gear custom | 44.00% | 10-12 months | yes | www.us.msasafety.com |
| Cairns Bunker Gear custom | 42.00% | 10-12 months | yes | www.us.msasafety.com |
| Globe Accessories | 10.00% | 30 days | yes | www.us.msasafety.com |
| Globe Footwear | 31.00% | 75 days | yes | www.us.msasafety.com |
| Cairns Helmets custom | 25.00% | 45 days | yes | www.us.msasafety.com |
| Cairns Leather Fronts | 2.00% | 45 days | yes | www.us.msasafety.com |
| Cairns Helmet Parts | 2.00% | 30 days | yes | www.us.msasafety.com |
| PGI Clothing custom | 10.00% | 3-4 months | yes | www.pgi-inc.com |
| PGI Hoods and Accessories | 2.00% | 60 days | yes | www.pgi-inc.com |
| Firecraft Gloves | 5.00% | 10 days | yes | www.firecraftsafety.com |
| Firecraft Gear Bags | 2.00% | 10 days | yes | www.firecraftsafety.com |
| Shelby Gloves | 5.00% | 1-2 months | yes | www.shelbyglove.com |
| Stanfield Lifeliner Hoods | 2.00% | 1-2 months | yes | www.lifeliners.com |
| Black Diamond Rubber Boots | 5.00% | 4-6 months | yes | www.bdboots.com |
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E Quotation
Bennett Fire Products Co., Inc.

May 15, 2026



www.BennettFireProducts.com

Minneola Fire Department
Attn: Fire Chief DiBiasie
800 N US Highway 27
Minneola, FL 34715

Pricing is valid until September 30th, 2026.

*Discount in reference to Lake County, FL Contract 22-730B, expires July 31st, 2027.
Contract may be viewed in its entirety at www.lakecountyfl.gov. To find information regarding this contract, follow the instructions below.*

Globe G-Xtreme 3.0 Jacket per MFD specifications
Retail Price - \$4,233.17 per jacket
Lake County Price (44% discount) - \$2,370.58 per jacket
Minneola Price - \$2,370.58 per jacket

10 jackets @ \$2,370.58 per jacket - \$23,705.80 total

Globe GPS-IH pants per MFD specifications
Retail Price - \$2,963.65 per pant
Lake County Price (44% discount) - \$1,659.65 per pant
Minneola Price - \$1,659.65 per pant

10 pants @ \$1,659.65 per pant - \$16,596.50 total

Total for your order - \$40,302.30

FOB Minneola, FL. **Prices include shipping charges**
Terms: net 30 days

Delivery: 75-90 days - at time of quotation, after receipt of order

Thanks for giving us the opportunity to serve you!

Josh Vandegrift, 404-747-2868, jvandegrift.bennettfire@gmail.com

Bennett Fire Products Co., Inc.
P.O. Box 2458
Woodstock, GA 31088
bennettfire@att.net
www.bennettfireproducts.com

Instructions for downloading Lake County/Bennett Fire Products Company contract information: Visit the website www.lakecountyfl.gov.

1. View the left hand column, click on “Doing Business with Lake County”. 2. View the left hand column, click on “View Term and Supplier Agreements”. 3. Under the Search for Contracts space, type **Bennett Fire** 4. Contract 22-730B will appear and the full contract or parts can be downloaded.

If you have trouble finding the information you need regarding this contract, or if you need additional information, please contact Danny Bennett at bennettfire@att.net or 770/402-9910.



AGENDA SUMMARY
Community Redevelopment Agency
June 16, 2026

Agenda Item: 4.

Subject Title: Purchase Request - Firefighter Wildland/Extrication Protective Gear - Ten-8 Fire & Safety, LLC - \$16,384.52

Objective:

Consider a Request to Approve the Purchase of Eight (8) Sets of Firefighting Wildland / Extrication Combination Gear.

Summary:

The request is to purchase wildland/extrication combination gear for recently hired firefighters. The requested gear is more suitable for wildland firefighting, technical rescue, and extrication operations. Pricing utilized via "piggy-backing" Lake County Contract #22-730K.

Exhibits:

1. Lake County Contract
2. Ten-8 Quote

Options:

1. Approve the request as presented.
2. Approve the request with modifications.
3. Deny the request.

Fiscal Impact:

- \$16,384.52 (Budgeted)

P & Z Recommendation:

Staff Recommendation:

Staff Recommends Option 1.



CONTRACT NO. 22-730B

For

Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 7/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/26/2022

ADDENDUM NO. #2

22-730

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County’s website and it doesn’t look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/25/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY’S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

| | |
|-----------------------------------|-----------------------|
| Each Occurrence/General Aggregate | \$1,000,000/2,000,000 |
| Products-Completed Operations | \$2,000,000 |
| Personal & Adv. Injury | \$1,000,000 |
| Fire Damage | \$50,000 |
| Medical Expense | \$5,000 |
| Contractual Liability | Included |

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

| | |
|-----------------------|-------------|
| Each Accident | \$1,000,000 |
| Disease-Each Employer | \$1,000,000 |
| Disease-Policy Limit | \$1,000,000 |

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Bennett Fire Products Company, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest, Danny Bennett

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item. and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Bennett Fire Products Company, Inc.
Street Address: 195 Stockwood Drive, Suite 170
City: Woodstock State and ZIP Code: Georgia 30188
Mailing Address (if different): PO Box 2458
Telephone: 770-402-9910 Fax: N/A
Federal Identification Number / TIN: 58-2143532
DUNS Number: N/A

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Danny Bennett*

Date: 4/26/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

| <i>Firm's Name Here</i> | | | | |
|---|------------------|--|------------------|--|
| SAVE AND SUBMIT AS AN EXCEL FILE | | | | |
| FIRM'S WEBSITE: | | www.bennettfireproducts.com | | |
| Warehouse Location(s): | | Woodstock, GA | | |
| Contact Information For Emergency/Disaster Services (24/7) | | | | |
| | | Name: Danny Bennett | | |
| | | Email: bennettfire@att.net | | |
| | | Emergency Phone: 770-402-9910 | | |
| List manufacturer brands supported. | | | | |
| MANUFACTURER | Percent Off List | In Stock / Lead Time | Freight Included | WEBSITE |
| | | as of 4/25/22 | | |
| Globe Bunker Gear custom | 44.00% | 10-12 months | yes | www.us.msasafety.com |
| Cairns Bunker Gear custom | 42.00% | 10-12 months | yes | www.us.msasafety.com |
| Globe Accessories | 10.00% | 30 days | yes | www.us.msasafety.com |
| Globe Footwear | 31.00% | 75 days | yes | www.us.msasafety.com |
| Cairns Helmets custom | 25.00% | 45 days | yes | www.us.msasafety.com |
| Cairns Leather Fronts | 2.00% | 45 days | yes | www.us.msasafety.com |
| Cairns Helmet Parts | 2.00% | 30 days | yes | www.us.msasafety.com |
| PGI Clothing custom | 10.00% | 3-4 months | yes | www.pgi-inc.com |
| PGI Hoods and Accessories | 2.00% | 60 days | yes | www.pgi-inc.com |
| Firecraft Gloves | 5.00% | 10 days | yes | www.firecraftsafety.com |
| Firecraft Gear Bags | 2.00% | 10 days | yes | www.firecraftsafety.com |
| Shelby Gloves | 5.00% | 1-2 months | yes | www.shelbyglove.com |
| Stanfield Lifeliner Hoods | 2.00% | 1-2 months | yes | www.lifeliners.com |
| Black Diamond Rubber Boots | 5.00% | 4-6 months | yes | www.bdboots.com |
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TEN-8 FIRE & SAFETY, LLC

1112 MANATEE AVE E
 BRADENTON, FL 34208
 USA
 Phone: 800-228-8368
 Fax: 941-756-2598

Sell To:

MINNEOLA FIRE DEPARTMENT

800 N. HIGHWAY 27
 ATTN: CHIEF OTERO
 MINNEOLA FL 34715
 USA

Copy

QUOTATION

| | | |
|--|--|--------------------|
| Quote Number 231073383 | Document Date 05/20/26 | Page 1/3 |
| Customer No. C00647 | Federal Tax ID - Business Partner 85-8012667646c-5 | |
| PO Number - | | |
| Sales Employee Wilkerson, Mitchell B | Email mwilkerson@ten8fire.com | |
| Document Owner Kotecki, Robert | Email rkotecki@ten8fire.com | |
| Delivery Address | | |

MINNEOLA FIRE DEPARTMENT

800 North U.S. Hwy 27
 MINNEOLA FL 34715
 USA

| | Description | Quantity | UoM | Vendor | Price | Total |
|-----------------|---|-----------|-----------|----------------------------|---------------|-----------------|
| 58100-00-135094 | FIRELINE MULTI MISSION JACKET - 5OZ AGILITY TACTICAL TWILL NATURAL GOLD - 2XL | 8 | EA | PGI, INC | 660.67 | 5,285.36 |
| FL-26 (580) | LIME/YELLOW/SILVER REFLECTIVE TRIPLE TRIM - 2XL | 8 | EA | PGI, INC | 62.11 | 496.88 |
| FL-23 | 3" LIME/YELLOW LETTERS - MINNEOLA (Top of Jacket) | 64 | EA | PGI, INC | 2.18 | 139.52 |
| FL-23 | 3" LIME/YELLOW LETTERS - LAST NAME (Bottom of Jacket) | 64 | EA | PGI, INC | 2.18 | 139.52 |
| 78100-00-135094 | Fireline Multi Mission Tactical Pant - 5.0 oz Agility Tactical Golden Yellow - 2XL | 8 | EA | PGI, INC | 656.40 | 5,251.20 |
| FL-26 (780/781) | LIME/YELLOW W/SILVER REFLECTIVE TRIPLE TRIM - 2XL | 8 | EA | PGI, INC | 16.04 | 128.32 |
| FL-13 | LEG ZIPPERS | 8 | EA | PGI, INC | 33.35 | 266.80 |
| FL-88 | SQUISH KNEE PADS | 8 | EA | PGI, INC | 75.00 | 600.00 |
| F201050-14M | STATION/WILDLAND 10" BOOTS - 14.0M | 8 | EA | GLOBE MANUFACTURING | 480.24 | 3,841.92 |

PRICED PER LAKE CO. CONTRACT #22-730K / 2026

Shipping: Ground

| | |
|----------------------|---------------------|
| Subtotal: | \$ 16,149.52 |
| Freight: | \$ 235.00 |
| Total Before Tax: | \$ 16,384.52 |
| Total Tax Amount: | \$ 0.00 |
| Total Amount: | \$ 16,384.52 |



Valid Until: **06/20/2026**

Copy

QUOTATION

Quote Number
231073383

Document Date
05/20/26

Page
2/3

The terms and conditions set forth in these "Terms and Conditions" govern the terms of sale for all goods and services purchased by the customer from Ten-8 Fire and Safety, LLC, ("Ten-8"). Acceptance of any purchase order received from customer (whether pursuant to a Ten-8 quotation or otherwise) is expressly subject to and conditioned upon these Terms and Conditions, which are deemed to be incorporated by reference and made a part of the parties' agreement. Unless the Exception set forth below applies, these Terms and Conditions shall control over any conflicting terms and conditions of purchase as may be proposed by the customer in the purchase order; any terms and conditions of purchase proposed by the customer in the purchase order that conflict with, alter, or add to these Terms and Conditions are expressly rejected, unless such additional or conflicting terms are expressly acknowledged and agreed to in writing by Ten-8 and signed by Ten-8's duly authorized representative.

Exception: If the Ten-8 purchase quotation or the customer's related purchase order states that it is governed by a "cooperative purchasing agreement" or comparable agreement, such agreement shall control any conflicting provisions of these "Terms and Conditions."

Binding Agreement

Customer represents and warrants to Ten-8 that the individual submitting the purchase order has legal authority to do so, whether in his/her own capacity or as an authorized representative of a business entity. A purchase order submitted by customer to Ten-8, which is governed by these Terms and Conditions, shall be binding on the customer and Ten-8, and deemed to be made by the parties in Manatee County, Florida.

Delivery

Shipment of goods in all events is F.O.B. place of shipment and shall be deemed to occur when the aforementioned items are placed in the possession of a common carrier for shipment to customer.

Title and Risk of Loss

Title to and risk of loss of all items purchased hereunder shall pass to customer upon shipment by Ten-8 F.O.B. place of shipment.

Return Policy

All returns are at Ten-8's sole discretion and must be initiated within 30 days of receipt of the product and will be charged a restocking fee. Contact your Ten-8 sales representative to receive a Return Materials Authorization (RMA).

All returns must be unused and in the original manufacturer's box with the original packaging and accompanied by the original invoice number of the purchase and a copy of the RMA. All authorized returns will be charged a restocking fee.

All freight charges, fabricated and special-order parts, chemicals, electrical items, oil products, paints, waxes, and additives are non-returnable. No credits will be given until the returnable part has been received by Ten-8 in an acceptable condition and determined not to be defective or damaged.

Lost or Damaged Goods

All claims for the loss or damage of merchandise must be presented to Ten-8 immediately. Any items considered lost by Ten-8's shipping carrier will be replaced by Ten-8. Any claims for damaged goods must be supported by a delivery note annotated by the freight carrier on delivery, or supporting photographs and other documentation. Upon review, Ten-8 shall determine the damage and make an assessment on how the damage has occurred. If the damage has occurred in shipping transit, the item will be replaced or credited to the customer. If it has been determined that the item was damaged by the customer, Ten-8 will not accept payment deductions or give credit in these circumstances.

Warranty Provided Solely by Manufacturer

Ten-8 is not the manufacturer of the parts sold under these Terms and Conditions. All parts sold by Ten-8 hereunder are warranted solely by any express warranty provided by the manufacturer of such product.

TEN-8, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

Limitation of Liability. TEN-8 WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. TEN-8'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY HEREUNDER.

Arbitration.

Any controversy or claim arising out of or relating to these Terms and Conditions, or the breach thereof, shall be settled solely by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

Taxes, Tariffs, and Duties

If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of products by Ten-8 or the manufacturer to customer or upon any sale, delivery, or other action taken under any validly accepted order for products, or upon the export or import of such product(s) by Ten-8 or the manufacturer, or if any change shall be made in the custom house or railway classification of such product(s) or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the customer.

If any term hereof is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Terms and Conditions will remain in full force and effect.



AGENDA SUMMARY
Community Redevelopment Agency
June 16, 2026

Agenda Item: 5.

Subject Title: Purchase Request - AC Unit at Ferndale Fire Station - Sunshine Cooling
- \$9,949

Objective:

Consider a Request to Purchase a Replacement AC Unit from Sunshine Cooling for the Ferndale Fire Station

Summary:

One of the air conditioning units at the Ferndale Fire Station has reached its end of life and is beyond repair. This purchase request will authorize the unit's replacement. Since the primary response area of this station is within the Mountain CRA.,

Exhibits:

1. Exhibit C - Apple AC Quote St-88
2. Exhibit B - Kalos Quote St-88
3. Exhibit A - Sunshine Cooling Quote St-88

Options:

1. Approve the request as presented.
2. Approve the request with modifications.
3. Deny the request.

Fiscal Impact:

(\$9,949) - Unbudgeted

P & Z Recommendation:

N/A

Staff Recommendation:

Staff Recommends the Approval of the Request as Presented.



APPLE

Air Conditioning & Heating, Inc.

We take a slice out of your energy costs!

13511 Granville Ave
Clermont, FL 34711
407-654-3777
www.appleac.com

BID

PROJECT INFORMATION:

CITY OF MINNEOLA/FIRE STATION
15303 FERNDAL COMMUNITY RD.
CLERMONT, FL 34715
EMOLINA@MINNEOLA.US
[352-638-1067](tel:352-638-1067)

6/3/2026

SCOPE

PROVIDE AND INSTALL A NEW 3 TON BARD UNIT WITH 5 KW HEATER.

SUPPLIED:

1. W36AF 3 TON BARD UNIT
2. 5 KW HEATER
3. MOUNTING HARDWARE
4. CAULKING
5. DUCT JACK
6. LABOR
7. HONEYWELL T6 THERMOSTAT

NOT SUPPLIED:

DISCONNECTS
AIR BALANCE
PAINTING
PATCHING
ELECTRICAL

WARRANTY:

1 YEAR LABOR
1 YEAR PARTS
5 YEARS COMPRESSOR

CONDITIONS OF BID:

Our bid is based on the above qualifications and the scope of work.
If any items are changed, we must re-evaluate our bid.
This bid is good for 30 days after which time we reserve the right to review and modify our pricing, if necessary.
Payment is due in full upon completion.

Heating, Venting and Air Conditioning

BID PRICE: \$11,500.00

SIGNATURE _____

DATE _____

We wish to thank you for the opportunity to bid and look forward to servicing your HVAC needs on this project.
Sincerely,
Apple Air Conditioning & Heating, Inc.
Terry Loesch



Job Number #: 253484

Date: June 4, 2026

Kalos Services, Inc.

236 Hatteras Ave.

Clermont, FL 34711

Phone: (352) 243-7099

Fax: (352) 404-6907

Email: office@kalosflorida.com

Web: www.kalosflorida.com

Client Information

Mark Johnson

City of Minneola

accountspayable@minneola.us

Site Address: 15303 Ferndale

Community Rd, 34715 Clermont

Prepared By

Kyle Fancher

office@kalosflorida.com

(352) 243-7099

Services

| Description | Qty | Unit Price | Total |
|--|-----|------------|-------------------|
| Quote to remove and replace 3 ton Bard unit. Model: WA381-A00 Serial Number: 251M072413466-02. Quote includes new Bard equipment, installation. materials, labor and permitting | 1 | \$13220.00 | \$13220.00 |
| Subtotal | | | \$13220.00 |
| Grand Total | | | \$13220.00 |

Payment Options

By Check Kalos Services, Inc. - ATTN: Accounts Recievable. - 236 Hatteras Ave, Clermont FL 34711

By ACH/Wire Mainstreet Community Bank - Account: 1421719 - Routing: 063115505

Agreement Terms

Agreement Duration:

31 days (ending on July 4, 2026)

Quote Validity:

31 days from proposal date

Signatures

Proposed by:

Kyle Fancher
Kalos Services, Inc.

Accepted by:

Mark Johnson
City of Minneola

Date: June 4, 2026

Kalos Services, Inc. | Job Number #: 253484 | Phone: (352) 243-7099 | www.kalosflorida.com

This document is legally binding upon signature by both parties.

©2025 Kalos Services, Inc. All rights reserved.

TERMS AND CONDITIONS

Kalos Services, Inc. ("Kalos") warrants to the Purchaser that all services provided will be in conformance with this Agreement. Kalos agrees to furnish and install the equipment and materials as described above on the terms and conditions provided herein and Purchaser hereby accepts the equipment and services described above and agrees to pay Kalos the price shown above upon completion of the installation. Materials and work in addition to that described herein will be furnished only on Purchaser's authorization and will be paid by Purchaser as an extra charge.

Failure to pay any sums due hereunder, Purchaser agrees to pay Kalos interest at the rate of one and one-half percent (1 1/2%) per month or the maximum permitted by law (whichever is less) on all outstanding balances. In the event that there is any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach, or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of this Agreement, Kalos shall be entitled to reasonable attorney's fee, costs, and expenses. Any reversal or dispute of charges with a bank, credit card, or financing company will be considered a breach of this agreement, and all warranty obligations will be null and void and payment will be sent to collections and a lien placed on the property according to Florida law.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 850-487-1395, 1940 NORTH MONROE ST., TALLAHASSEE, FLORIDA 32399

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

"ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES."

Purchaser shall permit Kalos reasonable access to the property on which equipment is to be installed. Title to all provided equipment remains with Kalos until all amounts due thereon are paid in full, whether such equipment is affixed to the realty or not, and shall remain personal property and be deemed severable without injury to the freehold.

Purchaser shall indemnify and hold harmless Kalos from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of Kalos, Kalos representatives and subcontractors, or otherwise arising out of the performance of services by Kalos. Further, Purchaser agrees to hold harmless Kalos, its employees, managers, and leadership of all claims related to viruses, bacteria, and fungus past, present, and future.

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond Kalos' reasonable control ("Force Majeure"), and if Kalos is unable to carry out its obligations, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages.

Once the equipment is connected at Purchaser's property, Purchaser assumes all risk of loss or damage to such equipment and shall ensure the same fully to protect all interests of Kalos Services cost of insurance to be paid by Purchaser.

There are no warranties, expressed or implied, for existing equipment, ductwork, or other materials not installed by Kalos. Except as provided herein Kalos Services makes no other representations or warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose Kalos expressly disclaims all other warranties. Kalos' maximum liability hereunder shall consist of refunding all monies paid to it by Purchaser hereunder subject to removal and return to Kalos of all equipment provided hereunder. Under no circumstances will Kalos be liable to Purchaser or any other person for any damages, including, without limitation, any indirect, incidental, special, or consequential damages, expenses, cost, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to this agreement, or the services or equipment provided hereunder.

This agreement is the complete and exclusive statement of the agreement between Purchaser and Kalos and it supersedes all prior oral and written proposals and any prior or subsequent communications pertaining to the subject matter hereof. Kalos Services Inc. reserves the right to terminate this Agreement in whole or in part, at any time.

This proposal is good for thirty (30) days from the date hereof but may be accepted at any later date at the sole discretion of Kalos Services Inc.

LICENSE # EC0001523, CBC057190, CAC1814620



Sunshine Cooling Solutions, LLC

City of Minneola / City Hall
 100 S Main Ave
 Minneola, FL 34715

(352) 901-1274
 djones@minneola.us

| | |
|-----------------|-------------------|
| ESTIMATE | #1836 |
| ESTIMATE DATE | Jun 8, 2026 |
| EXPIRATION DATE | Jul 8, 2026 |
| TOTAL | \$9,949.00 |

SERVICE ADDRESS

City of Minneola / Station 83
 15303 Ferndale Community Road
 Clermont, FL 34715

CONTACT US

P.O. Box 939, 505 South Seminole Ave.
 Minneola, FL 34755

(352) 394-1428
 Sam@sunshinecoolingsolutions.com

ESTIMATE

Option #1

See your financing options
 Prequalify to find out how much you can borrow within minutes and pay as low as \$175.10/mo*. Your credit score will not be affected.

| Services | qty | unit price | amount |
|--|-----|------------|------------|
| New Bard Wall Unit WA381-410 | 1.0 | \$9,949.00 | \$9,949.00 |
| New Bard Wall Unit WA381-410 Uninstall and remove existing unit Install new Unit Install new Thermostat | | | |

Services subtotal: \$9,949.00

Subtotal \$9,949.00

Tax (Lake County 7%) \$0.00

Total \$9,949.00

Thanks for working with us at Sunshine Cooling Solutions, LLC

Please remit all payments to:
 Sunshine Cooling Solutions, LLC

P.O. Box 939
Minneola, FL 34755



AGENDA SUMMARY
Community Redevelopment Agency
June 16, 2026

Agenda Item: 6.

Subject Title: Purchase Request - Screw Press - ESMIL Corp. - \$416,949.40

Objective:

Consider a Request to Approve the Purchase of a Screw Press from ESMIL Corp. for Use at the Wastewater Treatment Plant.

Summary:

This purchase request is for a new purchase of a screw press to replace the current inefficient Gravity Belt Thickener, GBT. Multiple technologies were considered, including screw press, belt press and centrifuge. The screw press was selected because of its longevity, ease of operation, low maintenance and replacement of parts, reduced polymer usage and cost. Four different manufacturers of screw presses were evaluated for effectiveness at processing the driest sludge, ability to handle our current and near future sludge volume, and research into how well they are performing in other municipalities. FKC was a great product and received high praise from their users. FKC was not chosen due to the footprint required for installation and cost. PW tech and Hubber were not selected due to cost. ESMIL is recommended due to its construction of 316 stainless steel, and multiple drum options which provide redundancy, its ability to add another drum in the future, and its 220 gpm capacity. Currently, we produce a 2-3% solids liquid sludge that is hauled at \$.20-\$.27 per gallon. The screw press can produce 14-18% solids. The drier the sludge, the less hauling and disposal weight and therefore less cost. A cost analysis of current cost vs future cost reveals a payback period of 2.12 to 3.26 years with an average of approximately 2.7 years. This unit is being purchased now and will be shipped once the CMAR contractor is ready for installation. We recommend purchasing the ESMIL unit which includes a new sludge feed pump (others do not include this), polymer feed, mixing, controls, and a 3 drum screw press with the ability to add a 4th to achieve 293 gpm at a 1% sludge feed.

FKC would require 2 units and will not fit in the existing footprint of our GBT at a cost of \$1.3 million.

PW Tech will fit in the existing footprint and cost \$865,000.

Hubber will not fit in the existing footprint and will require 2 units at a cost of \$1.25 million.

Only the PW Tech and ESMIL have multiple drums which provide redundancy and will fit in the footprint of the current GBT. The Esmil is 316 SS and is cheaper than the PW Tech. Staff recommends purchasing the ESMIL screw press.

A portion of this purchase will be funded using the general fund to account for the areas outside of the CRA.

Exhibits:

1. Exhibit A - Esmil proposal MDQ 504(3)CS_Rev3Minneola
2. Exhibit B - FKC QT15-05052025 Mineola, FL BHX-1000x5500L
3. Exhibit C - 20260213 - PWTech Volute Press Proposal - Minneola WWTF - VDPFL21139
4. Exhibit D - Huber Proposal_Minneola, FL_Q-PRESS_6-6-2025_rev0_AJ
5. Exhibit E - Minneola WRF Screw Press Payback Period

Options:

1. Approve the request as presented.
2. Approve the request with modifications.
3. Deny the request.

Fiscal Impact:

\$416,949.40

P & Z Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends approval of the request as presented.

COMMERCIAL PROPOSAL
38-36-8M-FL
03/30/2026
Minneola, FL

Multi-disc Screw Press, system
MDQ-504(3) CS



PREPARED FOR:

Minneola WWTP
C/O Zack Mansker
EES
3616 Harden Blvd.
Lakeland, FL 33813

PREPARED BY:

ESMIL Corp.
3939 Mogadore Industrial Parkway
Mogadore, OH 44260
Tel.: (330) 685-0889
<https://www.esmil.us>
burns@esmil.us
Randy Burns

| ITEM | COST |
|--|---------------------|
| Multi-disc screw press MDQ-504(3) CS, press and controls. Including delivery, startup and training | \$495,712.00 |
| Polymer feeder with controls with startup and training | \$35,622.00 |
| Sludge pump with magnetic flow meter and controls with startup and training | \$64,308.00 |
| Total Cost: | \$595,642.00 |

Dear Zack,

Enclosed is our proposal for the dewatering unit for the city of Minneola WWTP, a multi-disc Screw Press MDQ-504(3) CS with ancillary equipment. The unit is capable of unattended continuous duty and are sized to meet the performance requirements. The system, as configured, will process up to 200 gpm at 1% infeed dry solid content of waste activated sludge producing up to 990 lb DS/hr of sludge cake. Based upon on-site pilot test results, if the infeed sludge is consistent to what was tested, cake dry solids are expected to be in the range of 14 to 16%. The MDQ-504(3) CS dewatering system includes a PLC control system, a mixing tank and 3 dewatering drums with a spare location for a future fourth drum all mounted on a skid frame. Optionally included is a polymer feeder. PLC programming provided within the presses control panel to link all ancillary equipment to the dewatering system.

The MDQ-504(3) CS has a less-than 12 Hp duty and operates at less than 3 rpm which leads to a long maintenance life for dewatering drum rings and screw shaft bearings. The model number MDQ-504(3) indicates the system is fully configured as a four drum system (four drum base and all electrical controls) but will come with three drums and provisions for a fourth drum. This will allow for higher future throughput needs.

Standard maintenance expectations could require replacement of the movable rings between 3-5 years, fixed rings and a simple screw shaft bearing replacement between 5-7 years. Our dewatering equipment is efficient and capable of automatic unattended continuous duty producing quality results with low odor emission. It requires very little maintenance and is highly energy efficient. The screw press has a programmed periodic drum washing and cleaning function to reduce attendant needs with low water requirements. A simple removal of drum solids should also be considered at end of operation if the unit will not be operated for long periods.

This proposal will serve as our intention to provide equipment and start up services. Terms and conditions will be furnished along with a contract for mutual signing or our acceptance of a project Purchase Order.

Best regards,
Randy Burns

1. GENERAL INFORMATION

1.1. Features

- Pre-wired system ready to use;
- Compact design;
- Designed for small to medium municipal wastewater treatment plants and industrial applications;
- Minimum civil works on site;
- Easy to relocate.

1.2. Advantages

- Multi-disc screw press is an excellent solution for dewatering sludge with suspended solids concentration of up to 150,000 mg/l;
- Solids content of the dewatered cake is 16–35 %, depending on the properties and composition of the sludge;
- The drums have a built-in thickening zone, which eliminates need for additional equipment for mechanical thickening of the sludge. This allows dewatering of sludge with low dry solids concentration;
- The design of the screw press prevents clogging of the dewatering drum, therefore large volumes of rinsing water are not required;
- The press operates automatically, is easy to maintain and does not require the constant presence of staff;
- It is economical. Use of electricity, polymer and rinsing water consumption during operation of the system is lower than any other dewatering equipment;
- High wear resistance ensures reliable operation of the dewatering drum for up to 50,000 hours;
- Units with two or more dewatering drums may continue to operate while one drum is being repaired.

1.3. Main components

All metals in contact with polymer or sludge, and all other components specified to be stainless steel are AISI 304 stainless steel. Option in AISI 316 is also available.

The screw press consists of two main parts – the mixing tank (Fig. 1, pos. 1) and dewatering drum(-s) (Fig. 1, pos. 2). Each part has separate frame-bases (Fig. 1, pos. 3, 4). Side walls of the filtrate collection tray (Fig. 1, pos. 5) are the integral part of the frame-base of the dewatering drum(-s).

The screw press arrives on site with its mixing tank and dewatering drum(-s) preassembled with the frame-base.

The mixing tank and dewatering drum(-s) are connected with feed tube(-s) (Fig. 1, pos. 6).

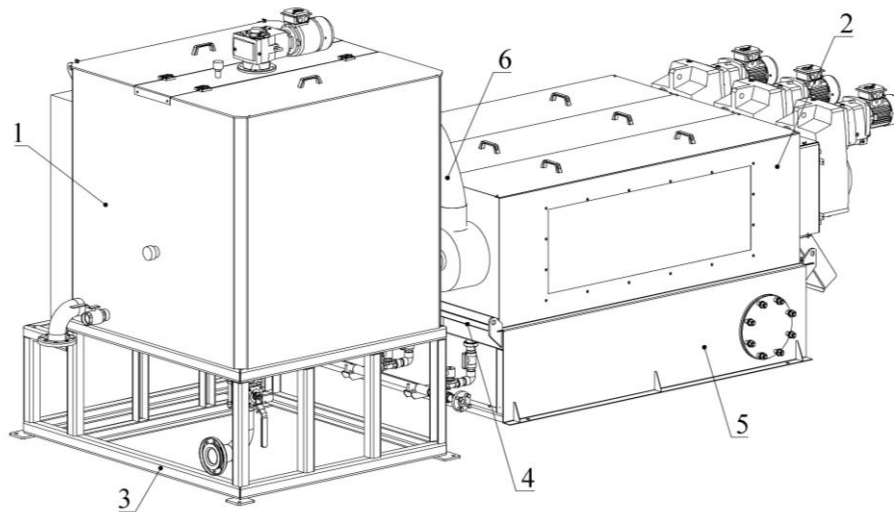
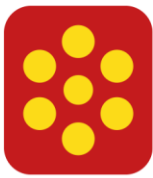


Fig. 1. Main components of the multi-disc screw press:

- 1 – Mixing tank; 2 – Dewatering drum(-s); 3 – Frame-base of the flocculation chamber;
- 4 – Frame-base of the dewatering drums; 5 – Filtrate collection tray; 6 – Dewatering drum feed tube.

The mixing tank is equipped with sludge inlet (Fig. 2, pos. 1), flocculant (polymer; Fig. 2, pos. 2) and coagulant (Fig. 2, pos. 3) inlets and drainage outlet (Fig. 2, pos. 4). Influent sludge and chemicals are mixed together with an electric agitator (Fig. 2, pos. 5). Furthermore, the flocculation tank is equipped with pressure sensor (Fig. 2, pos. 6) and conductometric level sensor (Fig. 2, pos. 7).

Chemically conditioned sludge enters the dewatering drum(-s) through the feed tube(-s) (Fig. 1, pos. 6).

The dewatering drum consists of a variable flight pitch screw (Fig. 3, pos. 3) located within a support frame (Fig. 3, pos. 4) of alternating fixed and moving discs. Fixed discs (Fig. 3, pos. 1) are equipped with spacers that hold the fixed discs apart and provide a gap for moving discs (Fig. 3, pos. 2) between them.

The screw flight pitch as well as the thickness of the spacers and, consequently, the gap between the fixed and moving discs decrease as the sludge is transported further down the drum. Therefore, the drum may be divided into two zones – the thickening zone and the dewatering zone with the different screw flight pitch and the gap between the moving and fixed discs.

At the end of the drum is an adjustable dam plate (Fig. 3, pos. 5) through which the cake exits the unit.

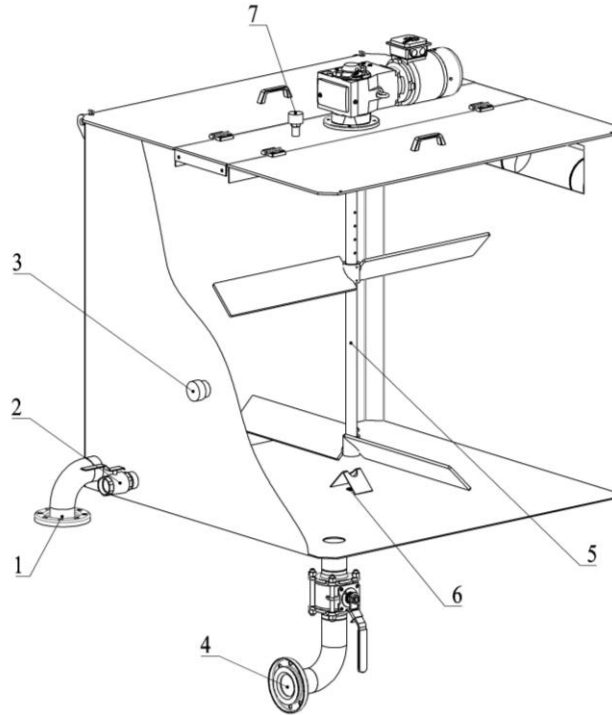
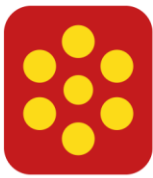


Fig. 2. Mixing tank:

- 1 – Sludge inlet; 2 – Flocculant (polymer) inlet; 3 – Coagulant inlet; 4 – Drainage outlet;
- 5 – Electric agitator; 6 – Pressure sensor; 7 – Level sensor.

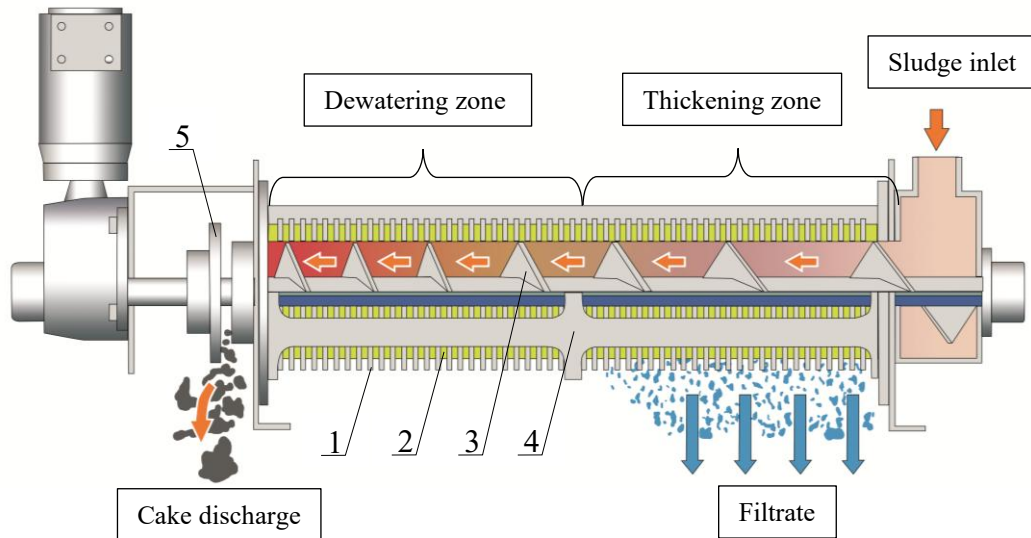


Fig. 3. Dewatering drum:

- 1 – Fixed disc; 2 – Moving disc; 3 – Screw; 4 – Support frame; 5 – Dam plate.

Each dewatering drum is equipped with individual rinsing water system. The system consists of water supply pipe (Fig. 4, pos. 1) with spray nozzles (Fig. 4, pos. 2), located above the dewatering drum. Each rinsing water system must be equipped with solenoid valve.

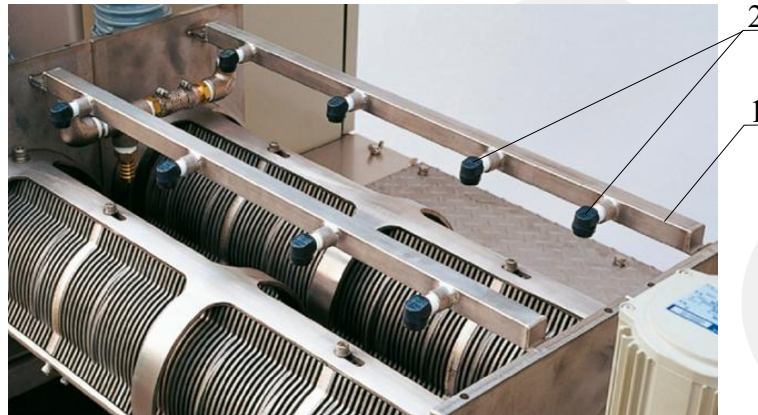


Fig. 4. Rinsing water supply system:
1 – Water supply pipe; 2 – Spray nozzles.

1.4. General operation description

Influent sludge from an external sludge storage tank is fed to the mixing tank by an influent sludge pump where it is mixed with flocculant (polymer) and optionally coagulant solutions and the flocs are formed.

Chemically conditioned sludge flows into the dewatering drum(-s) by gravity. The screw inside the drum rotates moving the sludge down the drum while released free water is drained through the gaps between the moving and fixed discs to the filtrate collection tray. The drum has a built-in thickening zone. Here, thickening of the sludge occurs and the majority of free water is released, mainly due to gravity. Filtrate from thickening zone may be reused. In the dewatering zone, the sludge is further dewatered due to the reduction of the screw flight pitch and the gap between the fixed and moving discs.

The dewatering drum is self-cleaning. Internal diameter of the moving discs is smaller than the screw diameter, therefore the internal radial surface of the moving discs is in constant contact with the flight lands of the screw. When the screw rotates, it pushes the moving discs resulting in their constant movement parallel to the fixed discs. This movement facilitates constant cleaning of the gaps between the discs and prevents their clogging.

The final dewatering occurs at the end of the drum where an adjustable, spring-loaded dam plate creates the pressure on the cake from the exit of the drum. The dewatered cake is discharged into either a container or a conveyor, while the filtrate is discharged in accordance with the process flow diagram of the wastewater treatment plant.

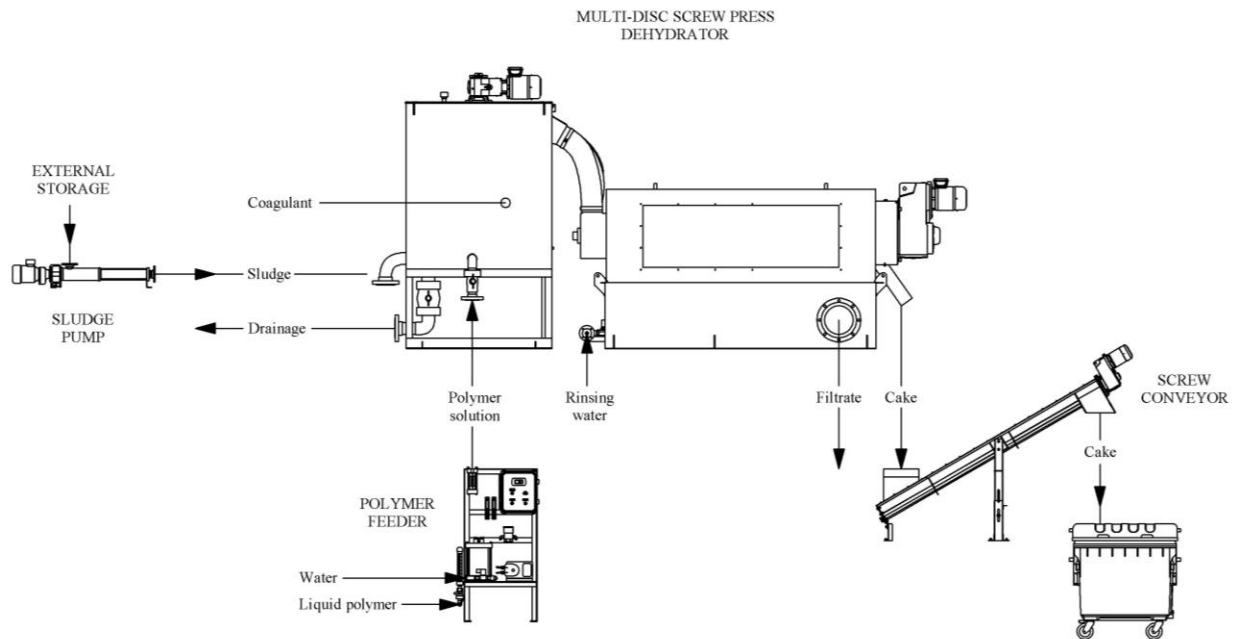


Fig. 4. Typical flow diagram of the dewatering system

1.5. Ancillary equipment

Polymer feeding system

Polymer feeding system is used for activation and dosing of polymer solution from a liquid concentrate.

The polymer metering pump can be controlled manually, paced externally, or controlled by an external 4-20 mA signal. A water flow switch turns off the polymer metering pump whenever the water flow drops below minimum. The system automatically restarts when adequate water flow resumes.

Motor-less mixing apparatus activates the polymer by injecting it into the water stream and immediately making the solution flow through a low-pressure high-energy polymer activation nozzle. The patented nozzle self-compensates for solution flow fluctuations. This assures that the polymer activation energy level remains adequate as solution flow changes. An externally mounted polymer injection valve is accessible without disturbing the polymer activating apparatus. This is optionally included as part of the system.



Fig. 5. Polymer Feeder

Sludge feed pump

The sludge from an external sludge storage tank is fed to the dosing chamber of the screw press by an influent sludge pump. This is included as part of the system.

Flow Meter

Feedback from a flow meter is used by the system's PLC to control the feed rate of polymer solution and sludge to the press's mixing tank and to display flow rate on the HMI. This is included as part of the system.

Cake Conveyor

ESMIL typically recommends a shaftless screw conveyor system for most installations. It is not included in the scope of supply. It is not recommended to convey cake from dewatering equipment in a vertical fashion.

2. INITIAL DATA

| | |
|----------------------------------|--------------|
| Type of influent sludge | WAS |
| Influent sludge DS concentration | 1.0% |
| Required hydraulic productivity | 198 gpm |
| Required DS productivity | 990 lb DS/hr |

3. COMMERCIAL PART

| DESCRIPTION | PRICE PER UNIT |
|---|---|
| <p><u>MULTI-DISC SCREW PRESS SYSTEM</u> Model: MDQ-504(3) CS Quantity: 1 pc. Hydraulic capacity, 4 drums: 264 gpm DS capacity, 4 drums: 1321 lb DS/hr Dimensions LxWxH: 16' 10" x 6' 9 13/16" x 7' 9 1/4" (following for 3-drum configuration) Dimensions LxWxH: 16' 10" x 6' 9 13/16" x 7' 9 1/4" Dry weight: 12,200 lb Weight in operation: 2,3670 lb Material of main construction: AISI 316 Total installed power (without additional equipment): 12.0 HP</p> <p>Agitator Quantity: 1 pc. Material: AISI 316</p> <p>Agitator gearmotor Manufacturer: NORD Quantity: 1 pc. Nominal power: 3 HP Ingress protection: IP 55 Material: painted cast iron</p> <p>Dewatering drum(-s) Quantity: 3 pcs. Inclination angle: 0° Nominal screw diameter: 20 in Drum discs thickness: 0.12 in Screw flights wear protection: welded FREA-METAL; Material: AISI 316 Drum covers material: AIISI 316 Dam plates: AISI 316, spring loaded</p> | <p>PRICE PER UNIT (see pricing on cover page)</p> |

| DESCRIPTION | PRICE PER UNIT |
|--|----------------|
| <p>Dewatering drum gearmotor Manufacturer: NORD Quantity: 3 pcs. Nominal power: 3 HP Ingress protection: IP 55 Material: painted cast iron</p> <p>Flocculation tank chamber Material: AISI 316</p> <p>Rinsing water system Type of rinsing valve(-s): solenoid Manufacturer of rinsing valve(-s): GC valves or equal Quantity of rinsing water valves: 4 pcs. Nominal rinsing water consumption: 23.2 gpm Nominal rinsing water pressure: 30-50 psi Typical sum consumption: 69.6 gph (92.8 gph, 4-drum) Manifold material: AISI 316</p> <p>Level sensor Manufacturer: Omron Model: PS-3S Quantity: 1 pc.</p> <p>Pressure sensor Manufacturer: WIKA or equal Model: S-11 Quantity: 1 pc.</p> | |
| <p><u>CONTROL PANELS</u> Main press control panel (Panel #1) Quantity: 1 pc. Material: AISI 304 Location: mixing tank mounted Voltage: 480 VAC / 3 phases Frequency: 60 Hz Ingress protection: NEMA 4X Control system allows the system to operate in fully automatic mode and includes:</p> <ul style="list-style-type: none"> • Allen Bradley PLC with I/O Modules • Ethernet IP SCADA connection using the second port of PLC | |

| DESCRIPTION | PRICE PER UNIT |
|--|-----------------------|
| <ul style="list-style-type: none"> • 15” Weintek HMI • Dewatering drum(s) VFD • Mixer VFD • External sludge feed pump control signals • Polymer unit control signals • Mixing tank automatic level control system | |
| <p><u>ADDITIONAL EQUIPMENT</u></p> <p>Polymer feeder VeloBlend Model VM-10P-1200-D0A2 Quantity: 1 pc Polymer Flow Range: 0.5 to 10 GPH Dilution Water Flow Range: 120 to 1200 GPH VeloBlend Unit Consisting of: Polymer mixing chamber assembly Neat polymer metering pump assembly Dilution water inlet assembly Solution discharge assembly Control panel System Skid Power supply 120VAC</p> <p>Magnetic flow meter for sludge infeed Quantity: 1 pc. Manufacturer: Siemens Model number: SITRANS FMT020</p> <p>Sludge pump, progressive cavity type Quantity: 1pc Manufacturer: Volgelsang Model: HiCone55-V2 Voltage: 480 VAC / 3 phases Frequency: 60 Hz Nominal power: 25 HP Dry run protection: included</p> <p>Pump control panel (Panel #2) Quantity: 1 pc. Material: AISI 304 Location: TBD Voltage: 480 VAC / 3 phases Frequency: 60 Hz Ingress protection: NEMA 4X</p> | |

| DESCRIPTION | PRICE PER UNIT |
|--|------------------------|
| <u>SPARE PARTS</u> | available upon request |
| <u>SHIPPING</u> Destination: F.O.B. Jobsite, FL. | included |
| <u>START-UP</u> 1 trip up to 5 days | included |
| <u>TRAINING</u> During start up | included |

3.1. Not included in price

- All civil engineering, erection of foundation and foundation works;
- Unloading of material and device at place of erection;
- Field wiring and conduits;
- Grinder;
- Macerator;
- Cake conveyance;
- Piping and ventilation;
- Anchor bolts and shim packs;
- Laboratory fees;
- Provision of water and electrical power at the site;
- Additional lifting devices;
- Finishing coating at site;
- Painting of stainless-steel components;
- Interconnecting piping;
- Dumpster;
- Platform;

3.2. Commercial conditions

3.2.1. Proposal validity

This proposal is valid for a period of 60 days.

The stated price is based on shipment no later than one year from the date of this proposal. If the customer requests an extension of the delivery date or the warranty period beyond the terms specified in this offer, extended terms may be offered for an additional fee, which will be provided upon request.

3.2.2. Price policy

All taxes, duties, and/or other public expenses which could be levied are not included in the quoted prices and must be borne by the Customer. **NOTE: Prices do not include any extra cost that could be applicable due to trade tariffs. Price to be confirmed before acceptance of purchase order.**

3.2.3. Proposed terms of payment

Prices are based on the following payment terms:

30 % on receipt of purchase order

25 % upon submission of equipment approvals

25 % after completion of factory acceptance test (prior to shipment)

15 % upon completion of shipment

5 % upon completion of start-up not to exceed 45 days

Payment basis - net 30

3.2.4. Delivery

Shipping of the equipment is included with the offer stated above, all unloading or handling will be borne by the customer or designated contractor. Unloading on site must be carried out in a timely manner. The customer or designated contractor is responsible for providing necessary equipment to complete the unloading, which must be prepared prior to shipment.

Delivery time is approximately 20-24 weeks after technically and commercially clarified P.O.

The actual delivery date depends on the production workload and will be confirmed when placing the order.

3.2.5. Equipment warranty terms

ESMIL Corp. warrants the goods it supplied against defects in materials and workmanship for a period of twelve (12) months from the date of final acceptance of the equipment not to exceed eighteen (18) months from delivery. ESMIL Corp. will either repair or replace, at its option, such component provided that written notice of any such defect or deficiency is given to ESMIL Corp. within 14 days after its initial discovery, including a description of the part, a description of the defect and date defect was discovered. ESMIL Corp. reserves the right to inspect said defect at the purchaser's installation site or to have said defective part or parts returned to ESMIL Corp. via commercial freight carrier for inspection.

ESMIL Corp.'s warranty and obligations do not cover defects or deficiencies due to or arising out of normal wear and tear; improper or negligent handling, operation, maintenance, overloading or use; defective or improper premises or equipment installation; chemical, electro-chemical or electrical influences; weather or influences of nature; or alteration or repair performed by the Purchaser or third parties without ESMIL Corps prior written consent.

The expected cake dry solids content of 14–16% is based on pilot testing results and typical performance under similar operating conditions. Actual performance may vary and is dependent on site-specific sludge characteristics, upstream processes, polymer selection and conditioning, operator

practices, and other factors outside of Esmil's control. Esmil does not guarantee that the cake solids will fall within the stated range under all conditions. Final equipment performance is based on actual sludge properties and operating parameters.

3.2.6. Service considerations

ESMIL Corp.'s service department, warehouse and production facility is in Akron Ohio. Many spare parts are in stock at this location.

Esmil supplied machinery will be serviced under warranty if warranty criteria are met. If service is required after the warranty period, the cost of service, as detailed in Esmil's service request form, will apply for any on-site service work. Esmil's service department is accessible to our customers via phone and/or internet (cloud) services. Service to Esmil equipment will be provided in this method to attempt to satisfy any customer need at no cost until it is determined an in-person visit is requested by the customer.

3.2.7. Documentation

The first submittal is approximately 4-6 weeks after technically and commercially clarified P.O.
Submittals: electronic copy – 1 pc.
O&M: electronic copy – 1 pc.

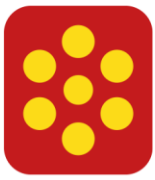
3.2.8. Manufacturer rights

The manufacturer reserves the right to change technical characteristics of the equipment that may not influence technological parameters. Exact technical characteristics are determined in the contract of the equipment supply.

This offer is a confidential document and cannot be passed off to a third party or representative.

ESMIL guarantees the quality of services and works at all stages of the project, for the optimum combination of technical and technological solutions. We hope that our proposal meets your interests and needs!

Terms and conditions to be mutually agreed upon at the time of order.



ATTACHMENTS

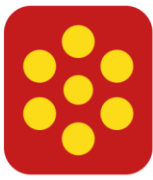
Attachment 1 – Drawings of the multi-disc screw press MDQ-504(3) CS

Attachment 2 – Technical description of the multi-disc screw press MDQ-504 CS

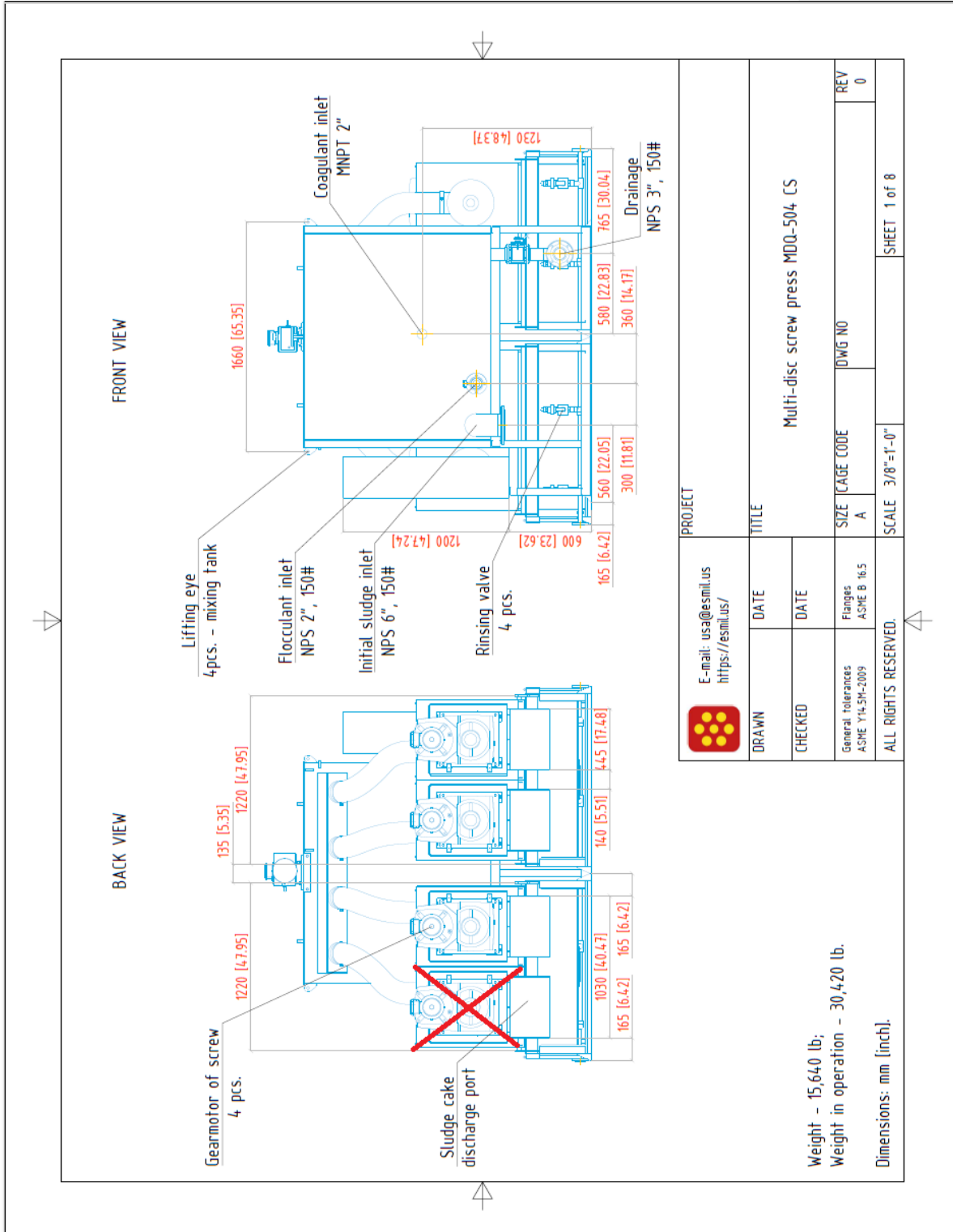
Attachment 3 – Pictures of the complex based on multi-disc screw press MDQ-404 CLS

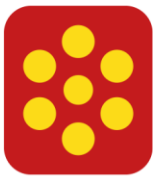
Best regards,

Randy Burns

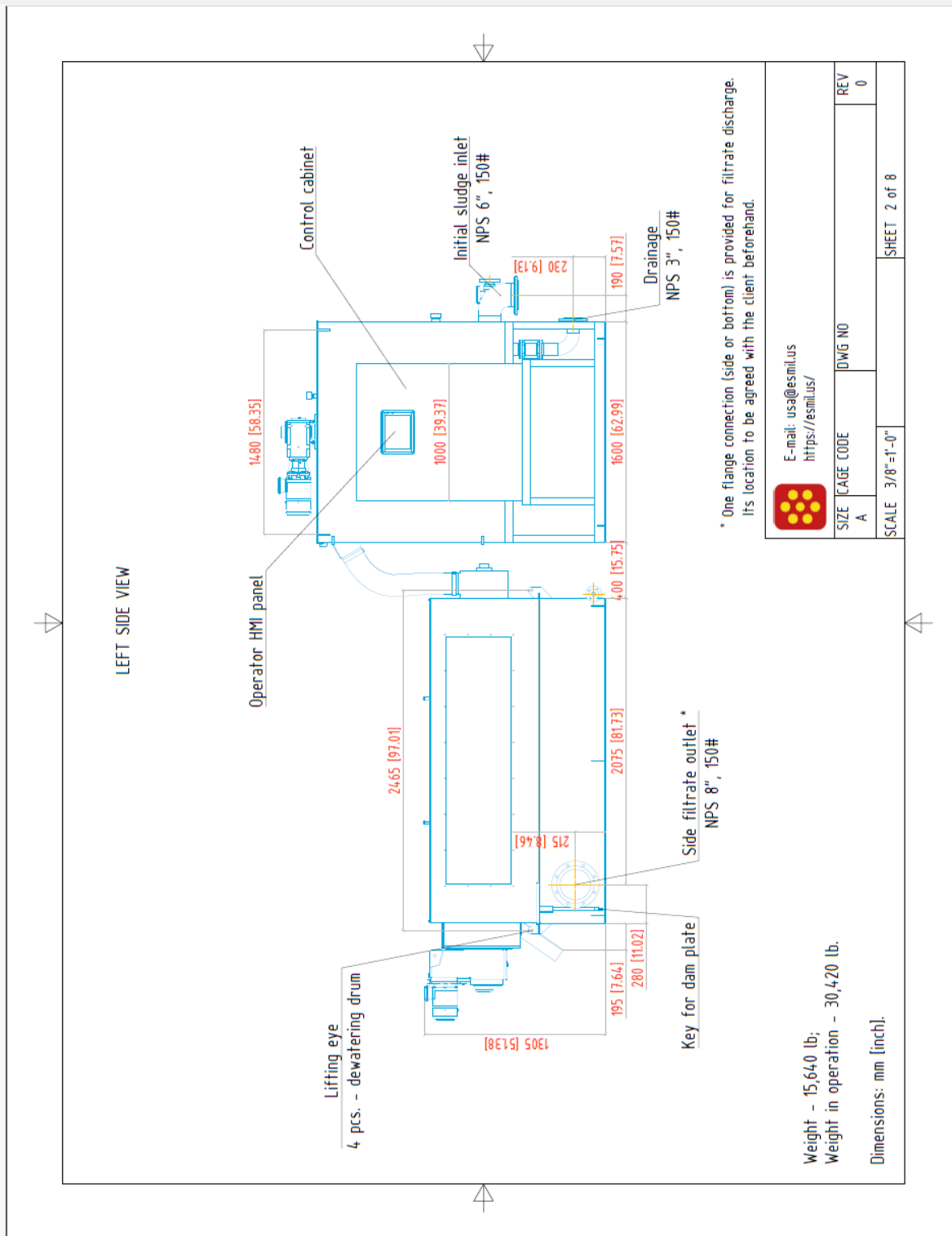


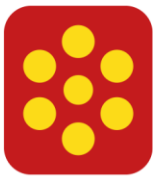
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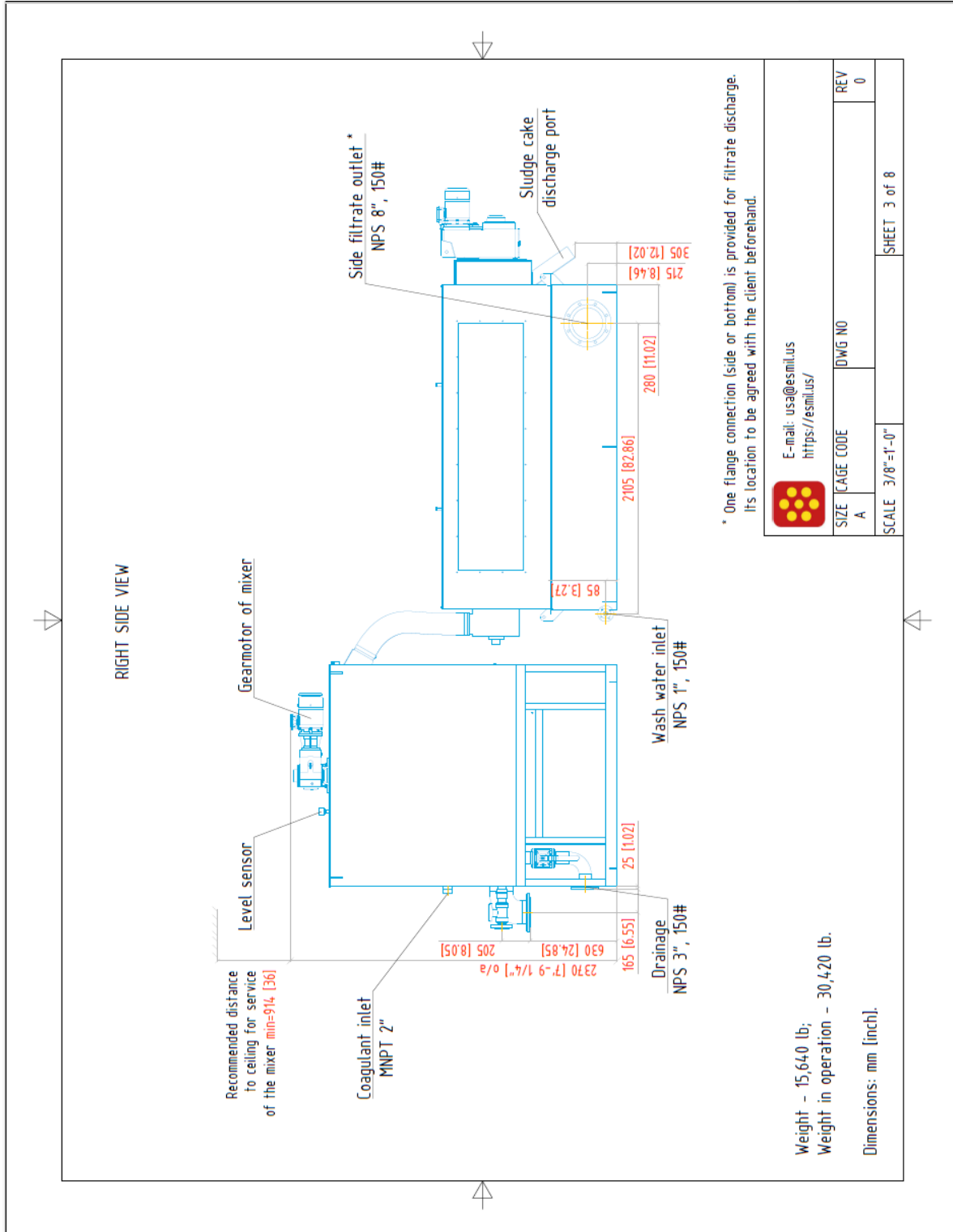


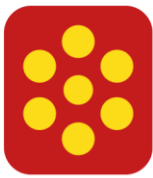
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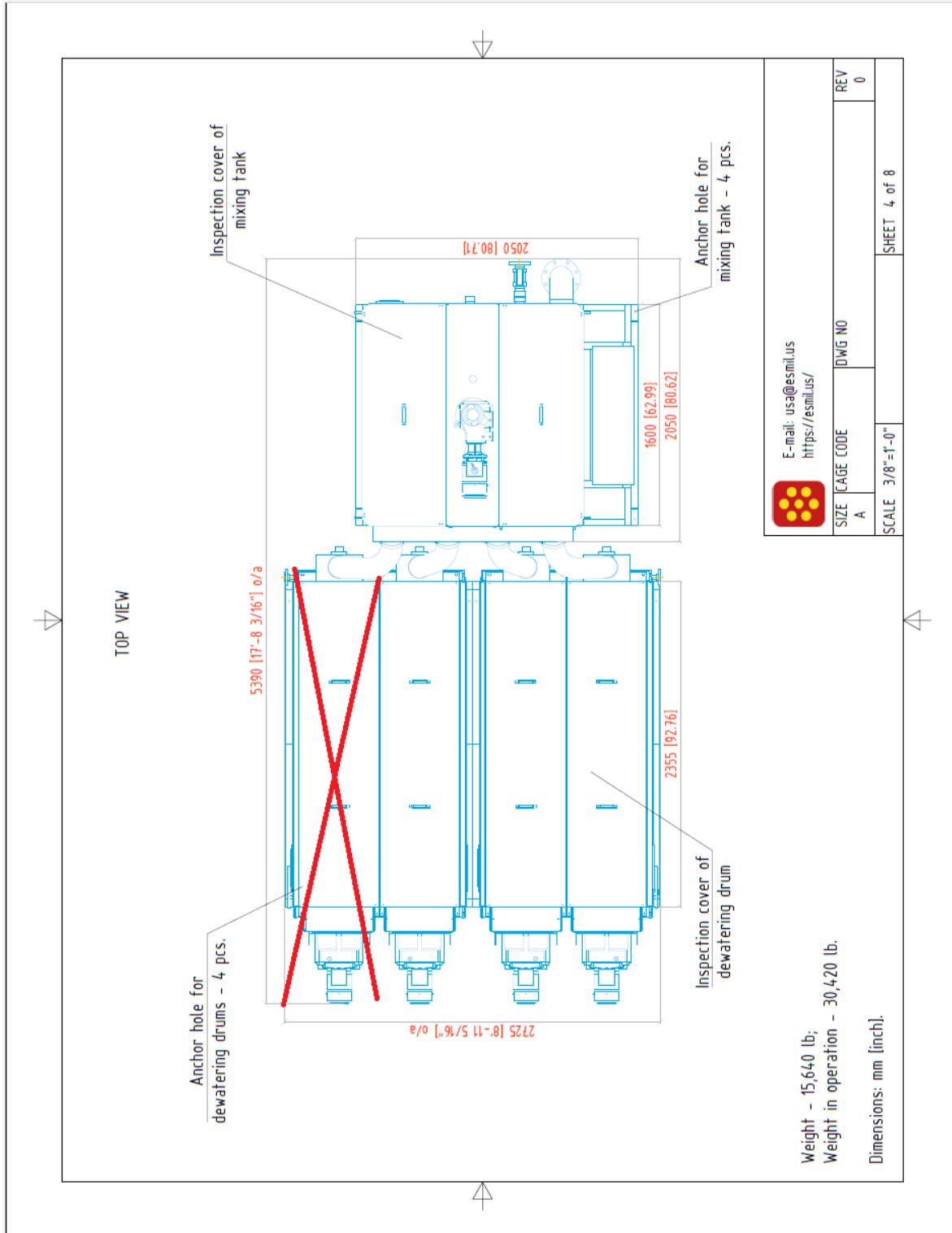


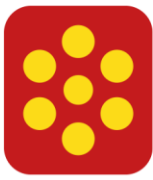
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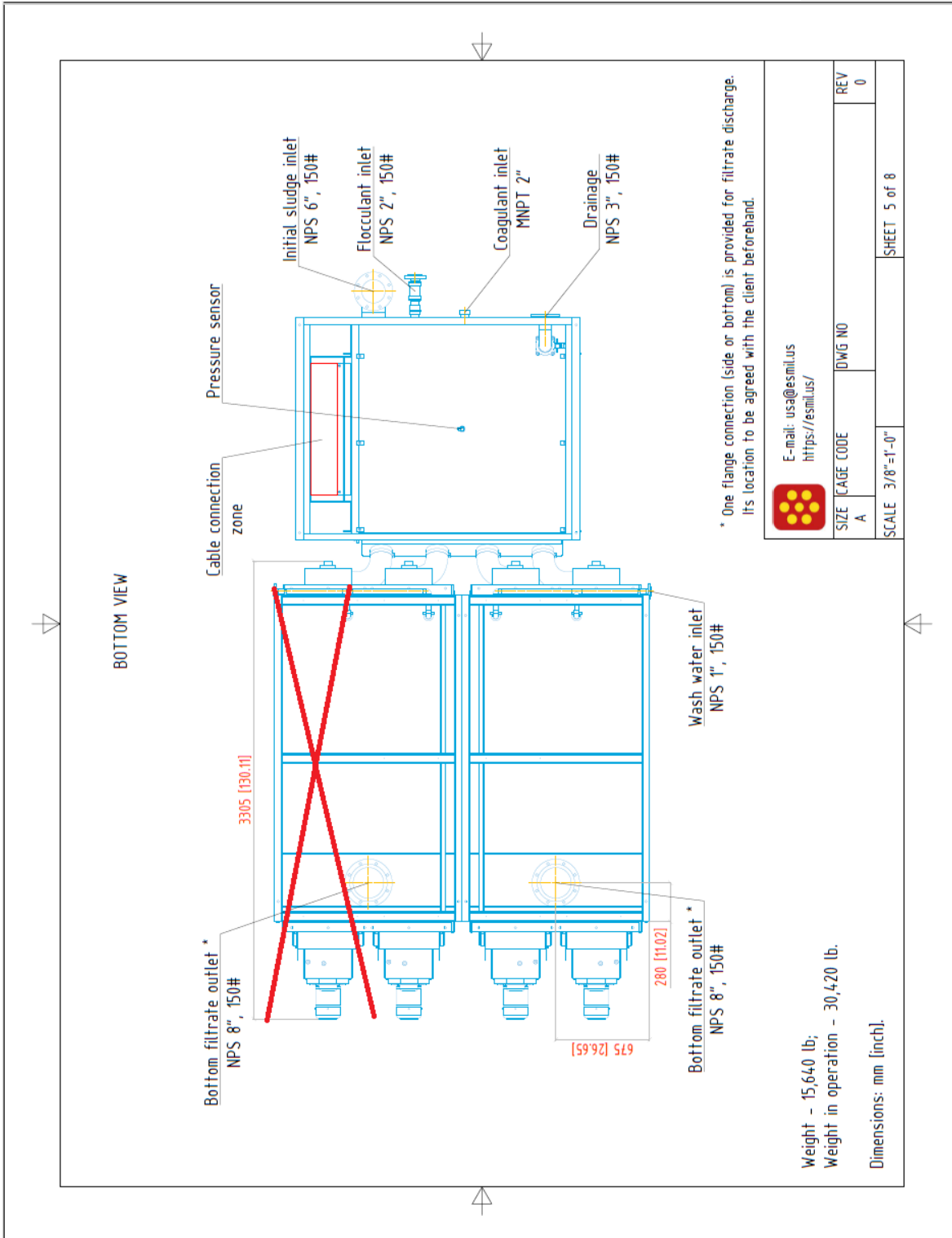


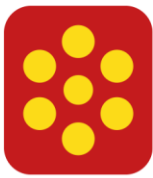
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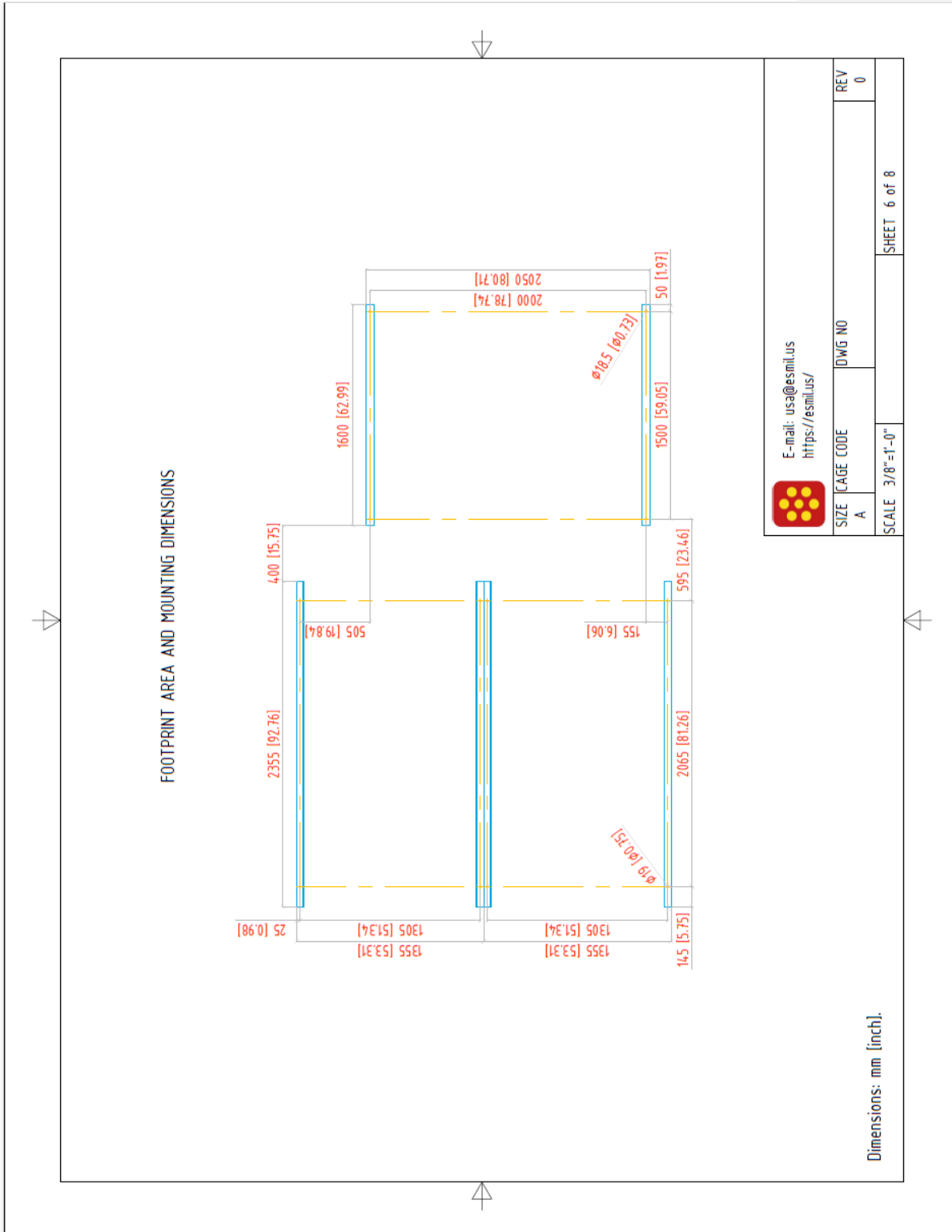


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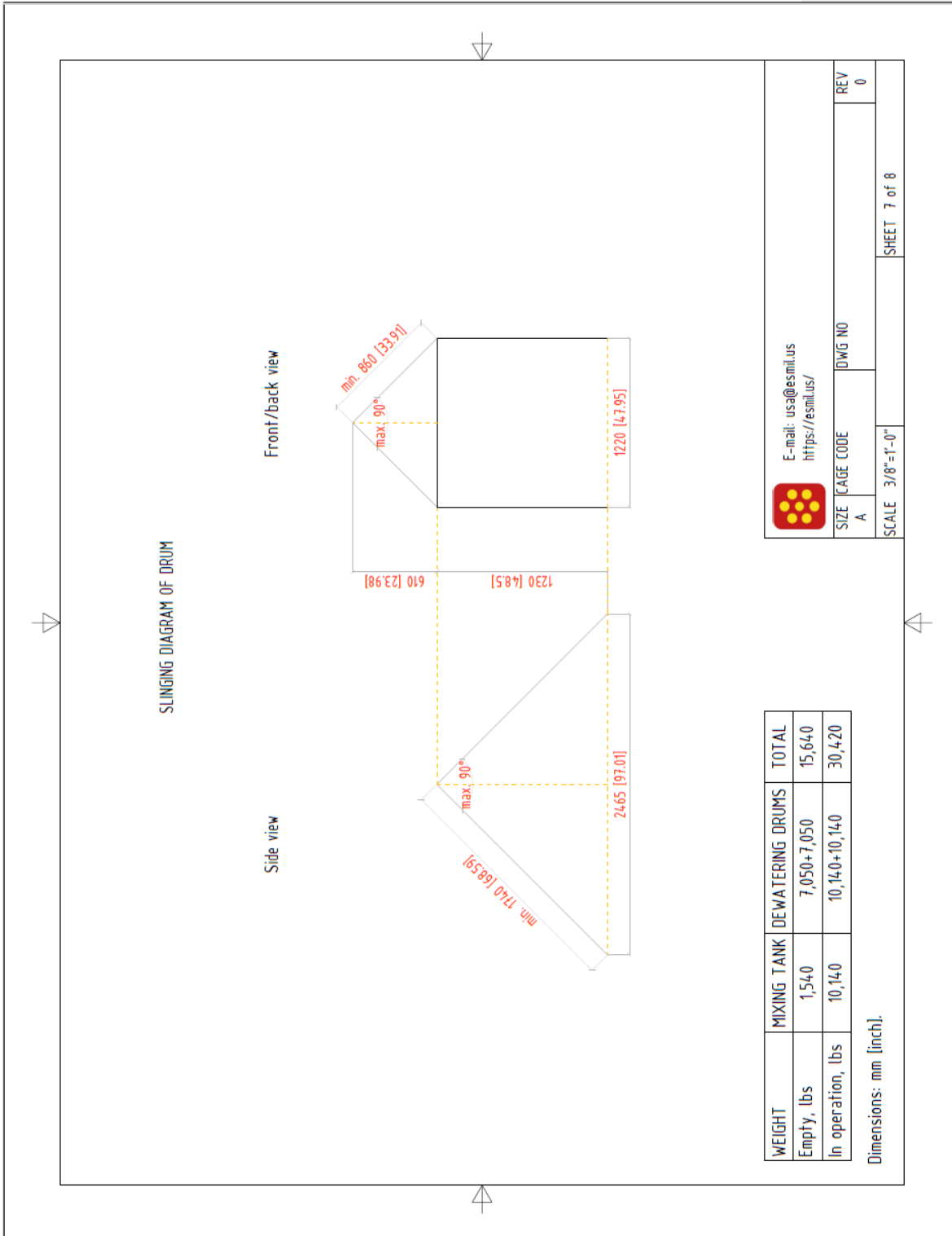


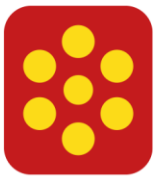


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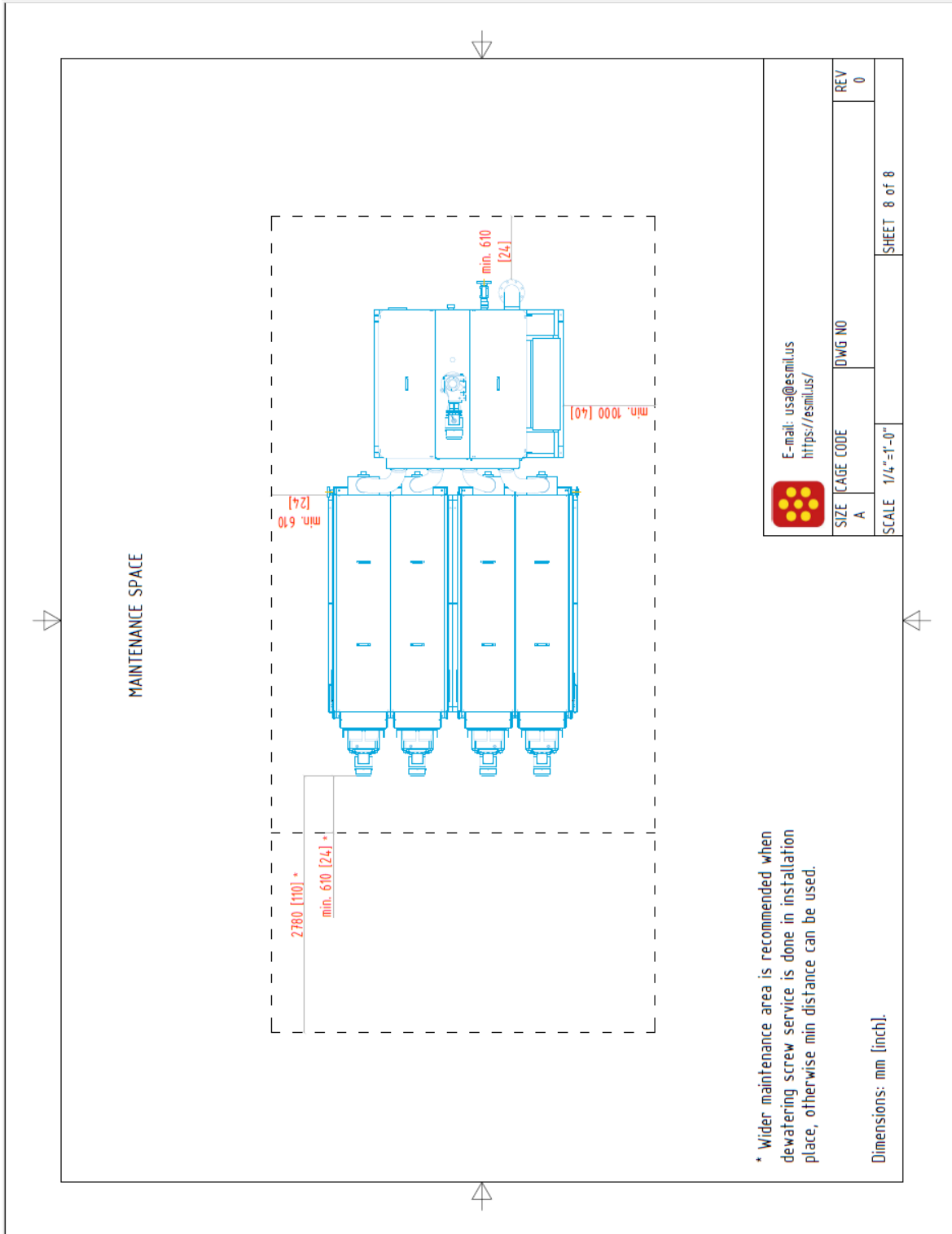


Attachment 1 – Drawings of the multi-disc screw press MDQ-504(3) CS





Attachment 1 – Drawings of the multi-disc screw press MDQ-504(3) CS



Attachment 2 – Technical description of the multi-disc screw press MDQ-504 CS

| | | |
|--|------------------------|-------------------|
| Model | | MDQ-504 CS |
| Nominal screw diameter, in (mm) x qty. of screws, pcs. | | 20 (500) x 4 |
| Drum discs thickness, in | | 0.12-0.14 |
| Screw rotation speed, rpm | | 1.0-6.8 |
| Liquid temperature, °F | | 41...95 |
| Dimensions, ft-in | Length | 17'-8 3/16" |
| | Width | 8'-11 5/16" |
| | Height | 7'-9 1/4" |
| | Cake discharge height | 1'-0" |
| Dry weight, lb | Dewatering drums (2+2) | 7 050+7 050 |
| | Mixing tank | 1,540 |
| Weight in operation, lb | Dewatering drums (2+2) | 10 140+10 140 |
| | Mixing tank | 10,140 |
| Material of the main construction | | AISI 316 |
| Total installed power (without additional equipment), HP | | 15 |
| <i>Rinsing water</i> | | |
| Nominal consumption, gpm | | 29 |
| Pressure, psi | | 30-60 |
| Typical sum consumption, gph | | 116 |
| Quantity of rinsing water valves, pcs. | | 4 |
| <i>Screw gearmotor</i> | | |
| Manufacturer | | NORD |
| Quantity, pcs. | | 4 |
| Nominal power, HP | | 3 |
| Ingress protection, IP | | IP 55 |
| Explosion protection, EX | | No |
| <i>Agitator gearmotor</i> | | |
| Manufacturer | | NORD |
| Quantity, pcs. | | 1 |
| Nominal power, HP | | 3 |
| Ingress protection, IP | | IP 55 |
| Explosion protection, EX | | No |
| <i>Control system</i> | | |
| Control panel | | Included |
| Supply | Voltage, V | 480 |
| | Frequency, Hz | 60 |
| NEMA rating | | 4X |
| Explosion protection, EX | | No |

Attachment 3 – Complex based on multi-disc screw press MDQ-404 CLS



May 5, 2025

Greg Chomic
Heyward Florida Incorporated
415 County Club Drive
Winter Park, FL 32789

Re: FKC Co., Ltd. BHX-1000x5500L
Mineola, FL
Proposal No. QT15-05052025 Mineola, FL

Attached is a proposal for FKC's BHX 1000x5500L, which has a capacity of 6.0 BDST/D or 500 Dry Lbs. / Hr. of WAS sludge. The sizing was based on the request for a 100-gpm system. Our lab testing showed the sludge consistency of 0.9% TS. The plant estimated the sludge to be at 1.2% TS. The screw press was designed around a sludge consistency of 1.0%TS.

Lab testing results showed that a high charge cationic polymer was the best. Based on the testing we would expect polymer dosage to be less than 25 active lbs or polymer per dry ton of sludge and a cake dryness of greater than 16% TS.

Additional ancillary equipment, sludge pump and polymer system, are also quoted for budgetary purposes.

Along with this pricing you will find information on other miscellaneous information such as delivery, payment terms, warranty, and performance guarantees. We have also attached some reference drawings of the equipment.

We hope this information is helpful. Please contact this office if you have questions or require any further information.

Thank you,

Paul Kohl

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A. Proposed Equipment

1. Screw Press

| Quantity | Description |
|----------|--|
| 1 | FKC Screw Press Model BHX 1000x5500L |
| | Material to process: Waste Activated Sludge |
| | Inlet Consistency: 1.0% Total Solids |
| | Average Flow: 100 gpm @ 1.0 % Total Solids (polymer excluded) 83 gpm @ 1.2% Total Solids (polymer excluded) |
| | Average Solids Thru put: 500 dry pounds per hour 6.0 BDST/D |
| | Outlet Consistency: 16% or greater w/ polymer use |
| | Solids Capture: 95% minimum |

A. Proposed Equipment

1. Screw Press (con't)

Quantity Description

Materials of Construction:

| | |
|--|-------------------------|
| Screw Shell | 304 Stainless Steel |
| Screw Flight | 304 Stainless Steel |
| Drums | 304 Stainless Steel |
| Screens | 304 Stainless Steel |
| Discharge Box | 304 Stainless Steel |
| Inlet Stand | 304 Stainless Steel |
| Bearing Housings & Gussets | Painted Carbon Steel |
| Base | Galvanized Carbon Steel |
| Covers | 304 Stainless Steel |
| Fasteners (B,N,W,Clips) in wetted area | 304 Stainless Steel |
| Shaft Seals | Nitrile Rubber |

Other: 1 set standard tools in tool box
 1 set drum covers
 1 motor coupling
 3 solenoid valves
 1 headbox level transmitter

Speed Reducer: Sumitomo Cyclo Reducer

Motor: Toshiba C-face severe duty motor or equivalent
 3 HP, 460V, 3ph, 184TC Frame

A. Proposed Equipment

2. Flocculation Tank

| Quantity | Description |
|----------|-------------|
|----------|-------------|

1 FKC Flocculation Tank
Model 285GL

Material to flocculate: Waste Activated Sludge

Inlet Consistency: 1.0 % Total Solids or Higher

Average Flow: 100 gpm @ 1.0% Total Solids (polymer excluded)

Ave Detention Time: 2.8 minutes @ 1.0% Total Solids

Materials of Construction:

| | |
|--|---------------------|
| Tank | 304 Stainless Steel |
| Covers | 304 Stainless Steel |
| Agitator Support Stand | 304 Stainless Steel |
| Agitator Blades & Shaft | 304 Stainless Steel |
| Fasteners (B,N,W,Clips) in wetted area | 304 Stainless Steel |

Other: 1 Hi-Hi Level Floc Tank Probe

Speed Reducer: SEW Standard

Motor: Toshiba C-face severe duty motor or equivalent
1 HP, 460V, 3ph, 184TC Frame

A. Proposed Equipment

3. Control Panel

| Quantity | Description |
|----------|-----------------|
| 1 | System Controls |

Control Panel including:

Enclosure, NEMA 4
PLC – Allen Bradley Micrologix
Operator Interface – Maple Systems
Software, Programming, & Documentation

Screw Press VFD – AB Powerflex 525
Flocculation Tank VFD – AB Powerflex 525

Headbox Level Transmitter's
Solenoid Valves for Screw Press Wash Water

All Discrete Output for System
All Analog Output for System
All Discrete Input for System
All Discrete Outputs for System

Includes field testing and start-up labor

B. Ancillary Equipment

1. Inclined Screw Conveyor
 - a. 38' long shaftless screw conveyor
 - b. Toshiba C-face severe duty motor ,3 HP, 460V, 3ph, 184TC Frame
 - c. Zero speed switch

2. Polymer Make Down System
 - a. 5 GPH Polymer Make Down System
 - b. Progressive cavity neat polymer pump
 - c. Complete skid with control panel

B. Miscellaneous

1) Delivery

- a. Delivery will be within eight (8) months after approved submittals and notice to proceed with manufacturing.

2) Shipping Arrangements

- a. The FKC screw press will be shipped via open top container from FKC Ishinomaki, Japan factory to a local port then best way overland to the WWTP.
- b. Purchaser is responsible to remove the top of the container, unload the screw press and other miscellaneous crates/boxes via a crane, then replace and close up the container.
- c. The flocculation tanks and other ancillary equipment provided will be delivered on a flatbed trailer from the FKC Port Angeles, WA facility then best way overland to the WWTP.

3) Price Summary

| Qty | Description | Price |
|-----|------------------------------------|-------------------|
| 1 | **Screw Press Model BHX-1000x5500L | \$536,000 |
| 1 | Flocculation Tank Model 285GL | Included |
| 1 | Control Panels | Included |
| 1 | Headbox Level Transmitter | Included |
| 1 | Hi-Hi Level Floc Tank Probe | Included |
| 1 | 38' Inclined Screw Conveyor | \$72,000 |
| 1 | Polymer Make Down System | \$42,000 |
| | Total FOB Mineola, FL | \$ 650,000 |

** This item is imported from Japan and does NOT include any tariffs. The FKC Screw Press has a HTS Code of 8421.990080, which is currently not listed in the Proclamation 10896 for "Derivative Steel Articles", Annex 1. Pricing may change at any time due to government policies including tariffs, duties, and trade regulations.

- a. Pricing does not include taxes or bonding.

4) Purchase Options Offered

- a. No purchase options are offered at this time.

5) Effective Period

- a. This proposal shall remain valid 30 days from the date of the proposal.

6) Payment Terms

- a. 30% with approved drawings & submittals
- b. 70% with delivery
- c. Net 30 days
- d. FKC realizes that up to 10% of the total purchase price may be retained until final performance testing and acceptance are completed, not to extend beyond 1 year after delivery.

7) Installation

- a. The screw press is shipped as one piece. The screw press motor and coupling will require field installation by Purchaser.
- b. Each piece of equipment offered is loose and separate. Purchaser would need to unload, field assemble, install and provide utilities and connections to and in between all pieces of equipment offered in this proposal.
- c. Anchor bolts are to be provided by the Contractor.
- d. Installation and erection assistance are not included in the price of the equipment and generally are not required. However, the service is available for our standard service rates.

8) On-Site Services

- a. Six (6) days of on-site service are included with the price of this proposal. Each day consists of one man 8-hour day. Holidays and weekends days are not offered for on-site services. Time of on-site service is exclusive of travel time.
- b. On-site services can include installation inspection, start-up, testing, calibration, performance, optimization, and training for the equipment. Operator & maintenance instruction is usually completed in one (1), 8-hour day.

Performance testing normally occurs within two (2) consecutive days of operation.

9) Warranty

- a. Warranty shall extend for 12 months after start-up or 18 months after delivery, whichever comes first.
- b. Warranty shall include all parts, labor, and coatings for repairing or replacing equipment that fails during the warranty period. Defects occurring within the warranty period shall be repaired or replaced by the manufacturer at no cost to the OWNER.

10) Performance Guarantee

- a. The performance figures and conditions denoted in section A of this proposal constitute FKC Co., Ltd.'s performance guarantee and the conditions required to meet the guarantee. All of the consistency figures are based on total solids (TS) not total suspended solids (TSS).
- b. In the event that performance is not met, FKC will provide all parts, engineering, and labor associated with the work necessary to bring the equipment into conformance with the performance guarantee.

11) Documentation Schedule

- a. Submittals for Approval – Screw press and flocculation tank submittals and drawing within 4-6 weeks of written purchase order. Control panel submittal and drawing within six (6) weeks after receipt of purchase order.
- b. Certified Drawings - within 2 weeks after submittal approval
- c. Operation & Maintenance Manuals – before delivery of equipment

12) Spare Parts List

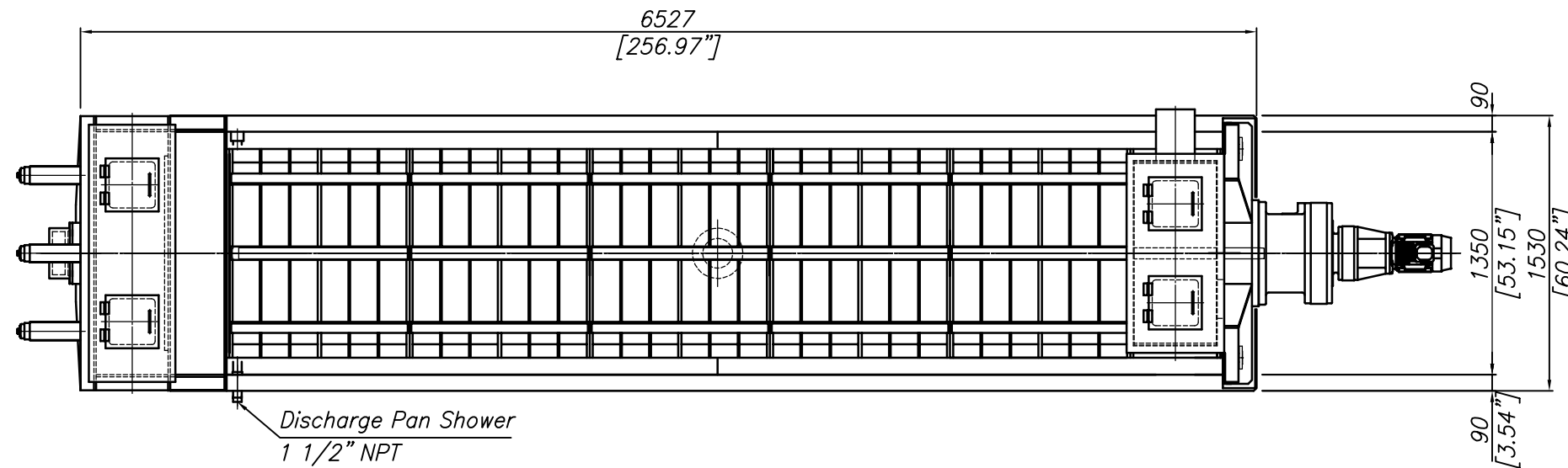
- a. The following spare parts are provided with this quotation:
- b. Screw Press
 - i. 4 each screens per screw press
 - ii. 1 each motor coupling per screw press
- c. Flocculation Tank
 - i. None.

13) Notes and Clarifications

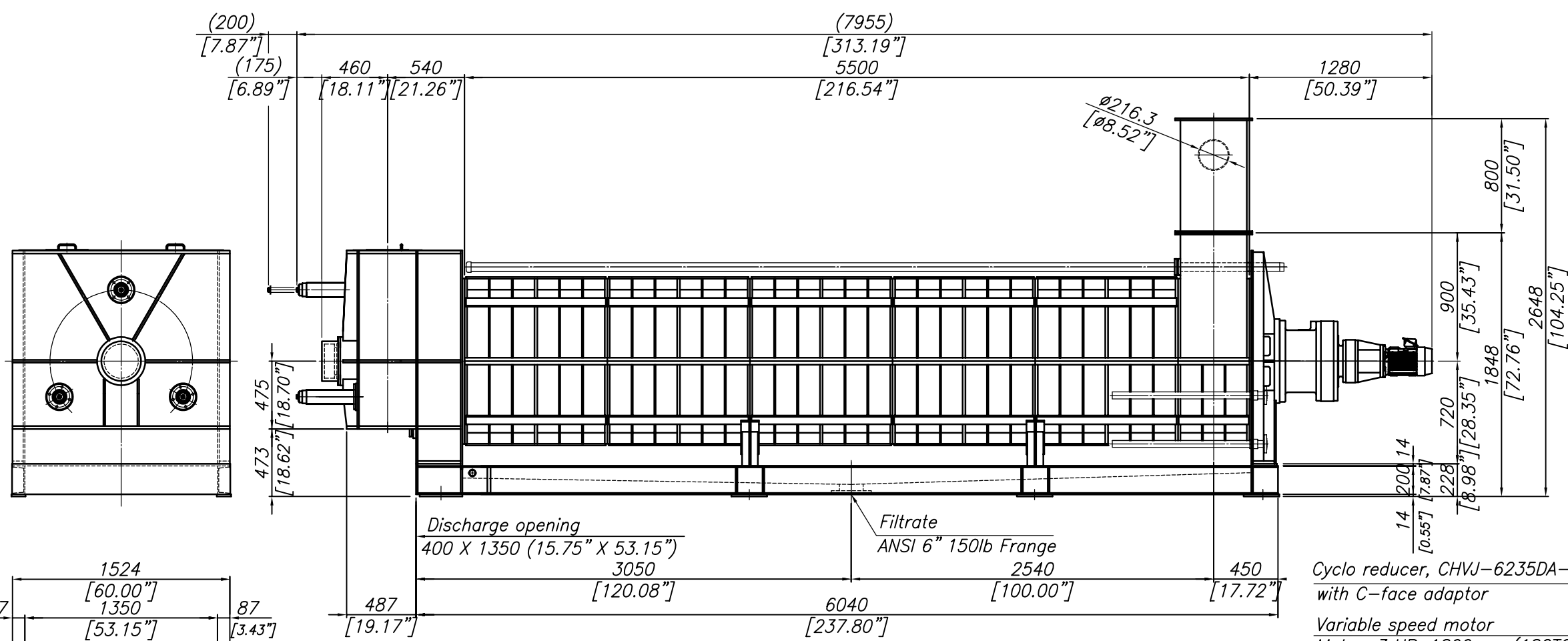
- a. Supply of the anchor bolts is by purchaser.
- b. FKC proposal does not include the supply of polymer, grease, oil, water, sample containers, or lab testing of samples.

14) Control Panel

- a. Scope includes a control panel for power and logic control. Components are as listed in the quote.



Discharge Pan Shower
1 1/2" NPT

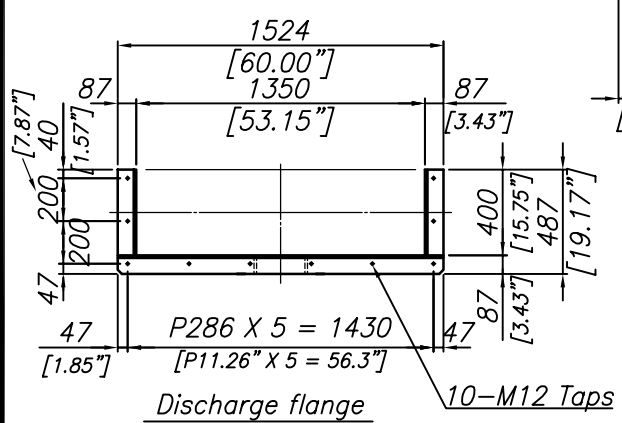
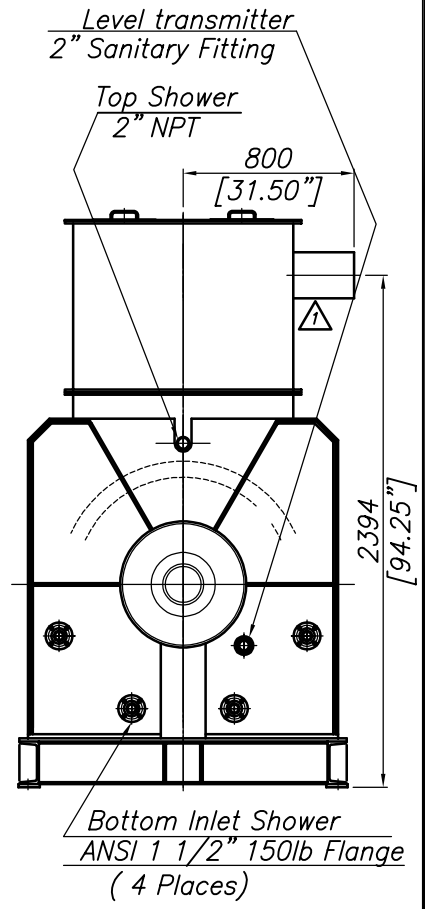


Discharge opening
400 X 1350 (15.75" X 53.15")

Filtrate
ANSI 6" 150lb Flange

Cyclo reducer, CHVJ-6235DA-7569
with C-face adaptor

Variable speed motor
Motor 3 HP, 1800rpm (182TC)



Screw rev.
0~1800 X 1/7569 = ~0.238 rpm

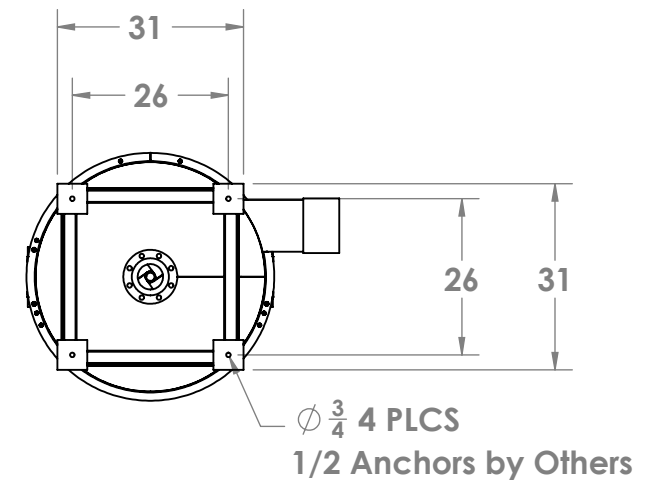
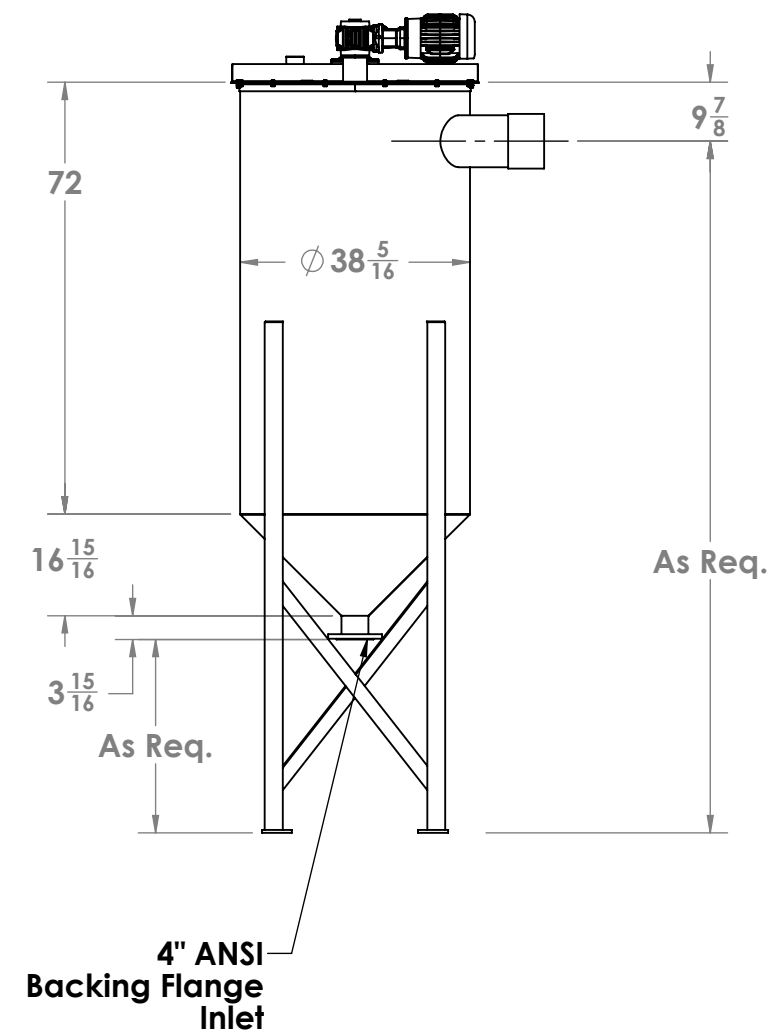
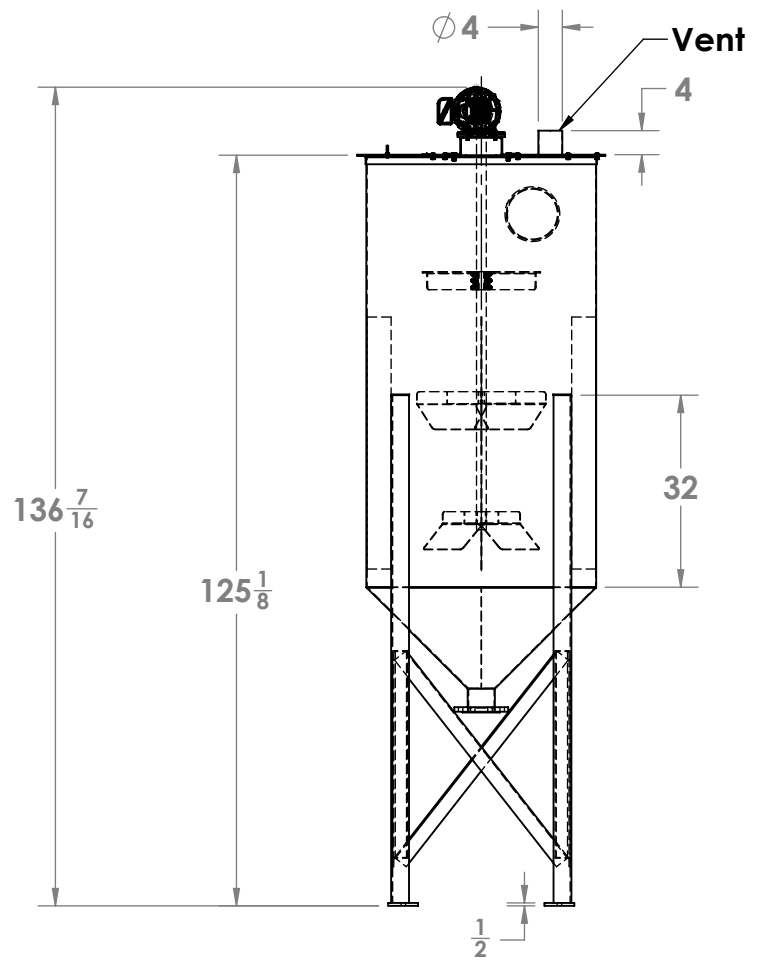
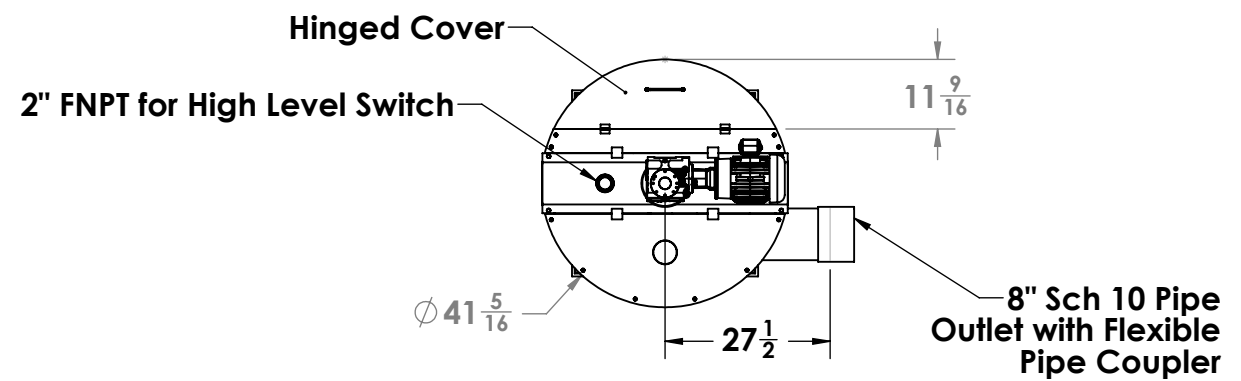
Total weight = 7,300kg (16,094 lbs)
Operating weight = 11,000 kg (24,250 lbs)

| | | Quantity |
|-----------|------------------------------------|--------------|
| Purchaser | FKC CO., LTD. City of Mason, MI | 1 |
| End user | | Scale |
| Job name | BHX-1000X5500L Screw Press | 1/25 |
| Dwg. name | Assembly | |
| Job No. | M-3546 | |
| Dwg. No. | S3546-001 | Ref. job No. |

| Rev. | Date | Description | Drawn by | Rev. by | Appd. by |
|------|----------|-------------|----------|---------|----------|
| 1 | 11/10'23 | Feed Pipe | RTB | | |
| 0 | 11/10'23 | Approval | S.ENDO | Y.ITO | H.ABE |

D
C
B
A

D
C
B
A



- Notes:**
1. Tank Material: 304L S.S.
 2. Tank Volume: 285 Gallons
 3. Equipment Weight: 1,200 lbs.
 4. Operating Weight: 3,577 lbs.
 5. Agitator Drive: SEW SAF57AM145 Ratio 29.0:1
 6. Motor: 1.5 Hp 1800 RPM 460VAC 145TC
 7. Agitator Speed: VFD Adjustable 6.2 to 62 RPM
 8. FKC recommends polymer injection be within 10' of sludge inlet flange.
 9. FKC recommends 1-1/2" non shrink grout under all equipment foot pads.
 10. FKC recommends installing drain vane in feed piping to allow the floc tank to be drained.

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS
DRAWING IS THE SOLE PROPERTY OF
FKC CO. LTD. ANY REPRODUCTION IN
PART OR AS A WHOLE WITHOUT THE
WRITTEN PERMISSION OF FKC CO. LTD IS
PROHIBITED.

| | | | |
|-----|---------------------|--------|------|
| 3 | | | |
| 2 | | | |
| 1 | | | |
| 0 | Issued for Approval | 4/1/21 | RTB |
| No. | Alteration | Date | Sign |

| | | |
|-------------------------|---|-----------------|
| Job No. FT-422 | Customer 285FT | Wt. Lbs. |
| | Reference | |
| Drawing No. A422-200 | Title 285 GAL Floc Tank Assembly Details | Quantity 1 |
| | | Date 3/1/13 |
| | | Drawn By RTB |
| | FKC CO. LTD 2708 W 18th St. Port Angeles, WA 98363 (360) 452-9472 Fax (360) 452-6880 | Revision |
| | | SHEET 1 OF 2 |



TO: City of Minneola

PROJECT / REF: Minneola Advanced WWTF – Volute Dewatering Press

PROPOSAL TYPE: Budget Price and Scope

SPEC. SECTIONS: N/A

DATE: 13 February 2026

PWT #: VDP-FL-21139

REV: 2

SIZING INFORMATION: Sized to dewater up to 240 gpm of 1% WAS as delivered.
Expandable up to 360 gpm.

MANUFACTURERS REP: Bob Bierhorst
MTS Enviromental
813-760-5508
BBierhorst@mts-florida.com

NOTES:

REVISION NOTES: 1 – 2025 offering a ES-356[3]
2 – Updated to 2026 standards offering a ES-356[4]

PREPARED BY: Chris Hubbard | Joseph Collar

PROPOSAL CONTENT

- Scope of supply summary
- Scope Details
- Exceptions and Exclusions
- Governing Conditions and Warranty Notes
- Price
- Data Sheets
- GA Drawings
- PWTech Terms and Conditions and Warranty

SCOPE OF SUPPLY

| Line | Qty. | Item | Manufacturer / Model / Description |
|------|------|-----------------------------|---|
| 1 | 1 | Volute* Dewatering Press | PWTech - ES-356[4] |
| 2 | 1 | Polymer Preparation System | VeloDyne - VeloBlend VM-15P-1800-X0D |
| 3 | 1 | Influent Sludge flowmeter | Rosemount™ Model 8750W with 6" ANSI Flanges |
| 4 | 1 | Control System for Item 1-3 | PWTech |
| 5 | | Documentation | Submittals, O&M manuals, Startup Report |
| 6 | | Field services | Installation inspection, Commissioning, Testing and operator training |
| 7 | | Delivery to site | |

*Volute is registered with the U.S. Patent and Trademark Office as a registered trademark of AMCON, Inc., Yokohama, Japan

SCOPE DETAILS

1. Volute Dewatering Press - PWTech Model ES-356[4]

Design

- The unit to be supplied will be an ES-356[4] with a MAXIMUM capacity of ~ 1800 dry lbs per hour from 2% sludge
- The unit is designed with the ability to easily add up to two (2) additional dewatering drum to increase capacity by up to 33% at a future date.

Components

- The Dewatering Press consists of:
 - Flash mixing tank including mixer with gear motor.
 - Two (2) Flocculation tanks including mixer with gear motor.
 - Four (4) x 350 Series Dewatering Drum with a drive motor.
 - Filtrate collection pan and support frame.
 - Integrated, pre-wired control panel for the unit and appurtenances mounted on the flocculation tank. (may be provided mounted separately if requested).
- Connections are:
 - Inlet: DN 4" or 6" ANSI B16.5 Class 150 Flange
 - Filtrate outlet: Two (2) x DN 8" ANSI B16.5 Class 150 Flange
 - Drain: DN 3" ANSI B16.5 Class 150 Flange
 - Washwater Water inlet: ¾" FNPT

Materials and Construction

- The unit is all stainless steel. No carbon steel is used in the manufacture of the press.
- Unit is manufactured and assembled in the USA. All components are sourced from the USA or Japan.
- Electrical components are manufactured and tested prior to shipment to site in the United States.
- Dewatering drum gear drives are SEW Eurodrive gear motors utilizing helical-bevel gear reduction.
- Flocculation tank gear drives are Brother/Nissei GTR gear motors utilizing heloid gear reduction, one piece construction and are sealed for life.

Supplied spare parts

- No spare parts are included in this scope.

Additional Press information is appended to this scope.

2. Polymer Preparation unit – Velodyne Model VM-15P-1800-X0D

Design

- Polymer Flow Range: 1 to 15 GPH
- Dilution Water Flow: 180 to 1800 GPH

Components

- Polymer Mixing Chamber:
 - VeloBlend VM - Staged Hydro-Mechanical
 - ½ HP, 230/460 VAC, 1750 RPM, Inverter ready Mixer motor
 - Mechanical Mixer Shaft Seal with seal flushing assembly
 - VeloCheck™ Neat Polymer Check Valve with Quick Release Pin
 - Pressure Rating of 100 psi with Pressure Relief Valve
- Neat Polymer Delivery Assembly

- A 15 GPH stainless steel & Viton progressive cavity metering pump shall be provided
- ½ HP, 1750 RPM, 230/460 VAC, Inverter ready with gear reducer
- Thermal type loss of polymer flow sensor
- Metering pump calibration assembly with isolation valves: (500 ml)
- Dilution Water Inlet and Solution Outlet Assembly
 - Primary 180-1800 GPH rotameter controlled dilution water flow
 - Low differential pressure alarm switch
 - 0-160 psi inlet water pressure gauge (stainless steel, liquid filled)
 - Swing type PVC and Viton check valve
- Electrical Junction Box
 - All electrical components are pre-wired to an FRP junction box
 - A marked terminal strip is provided for landing all wiring for connection to the Volute Press Panel

Materials and Construction

- Mixing Chamber is Stainless Steel body and impeller with clear polycarbonate cover.
- Plumbing is Schedule 80 PVC
- Frame and fasteners are 304 stainless steel. Frame is open design for access to all components and is designed for bolt-down installation.

3. Magnetic flowmeter, 6" Rosemount™ Model 8750W

Design

- Suitable for direct burial and constant flooding (IP 68).
- Includes Compact mounting of transmitter on the flowmeter body
- Flowmeter out-puts analogue signal (4-20 mA) to Volute Press Control panel

Components

- 6 inch ANSI 150# flange connections.
- Includes grounding rings

Materials and Construction

- Coated Carbon Steel construction with a polyurethane, ceramic, neoprene, or Teflon liner as required by the application.
- All metallic wetted parts are stainless steel type 316

4. Electrical and Control

The Volute* unit is supplied with a pre-mounted, pre-wired control panel designed to control all aspects of the thickening/dewatering operation unless otherwise specified and noted.

- Control panel is:
 - Fed by a single 208, 240, or 480VAC, 3-phase, 60 Hz, power supply (client specified)
 - Built with a Panel Short Circuit Current Rating (SCCR) of 25 KAIC
 - NEMA 4X rated manufactured in Stainless Steel type 304
 - Manufactured in a UL accredited facility and is UL listed
- Panel includes HMI and PLC control modules.
 - PLC is AB CompactLogix Model # 5069-L306
 - HMI is AB Panel View 5310
- All manual switching operations are undertaken via the HMI
- Unit includes complete control system for unit and ancillary equipment including operation of the polymer preparation system.
 - Unit includes control of conveyor system (supplied by others, featuring three conveyors) via signal

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- Control system may utilize a system flow meter and PID loop to allow operator to set the system flow.
- Control panel includes system running and system fault outputs to plant PLC/SCADA and the ability to connect via Ethernet to external controls.
- A NEMA 4X FRP junction box on the polymer preparation skid is pre-wired to the polymer preparation components and includes numbered terminal block with terminal block legend allowing for easy on-site connection to the main Volute* system control panel.
- Controls are included for future additional dewatering drum.

5. Documentation:

Scope includes:

- Submittals (electronic) and
- O&M Manuals (hard copy and electronic).
- Startup Report
- PLC/HMI Program (electronic copy) – does not include programming software

6. Field Services:

Scope includes the following start-up services -

- On-site start-up and training services for:
 - One (1) trip consisting of four (4) consecutive days (8 hours per day, Monday-Friday) by a PWT field service engineer and/or qualified manufacturer's representative
- Services include:
 - Installation inspection
 - Commissioning of Volute* unit and Controls
 - Start-up of Ancillary equipment included in this Scope
 - Functional testing and calibration of equipment
 - Training on all equipment
- Phone consultation regarding installation will also be provided.
- Should additional services be deemed necessary by the PURCHASER, the additional services can be procured from PWT on a per diem basis. The current rate is \$1000 per day plus travel.

7. Delivery and Freight

- Submittals issued approximately six (6) weeks from receipt of written Purchase Order
- Delivery is approx. eighteen (18) weeks from receipt of written acceptance of Submittal documents^x
- Deliver to site for all components **is INCLUDED in the price.**

^x **PLEASE NOTE:** While seller believes this estimated delivery time to be a valid and realistic estimate, due to the uncertain nature of future business conditions, this does not constitute any form of guarantee regarding the delivery schedule.

EXCLUSIONS AND EXCEPTIONS:

The Following items are specifically excluded from this scope unless specifically noted otherwise:

- Taxes, **Tariffs**, permits, and bonding
- Any civil works including, but not limited to, any building works, construction of suitable foundations, and access structures.
- Installation including, but not limited to, mechanical, plumbing, and electrical hook-ups
- Unloading of delivered equipment on site and storage
- PLC/HMI Programming software unless specified elsewhere.

GOVERNING TERMS AND CONDITIONS AND WARRANTY

This scope is subject to Process Wastewater Technologies, LLC. Standard Terms and Conditions and Standard Warranty as attached. The following items are specific to this project:

Payment Terms:

Payment terms for this scope are as per the table below:

| Trigger | Amount | | Terms | | | Condition |
|------------|--------|---|---------|----|------|--|
| Submittals | 20 | % | due NET | 30 | days | On Approval of Submittals |
| Delivery | 70 | % | due NET | 30 | days | On shipping, or the offer to ship |
| O&M | 5 | % | due NET | 30 | days | On Delivery of final O&M Manuals |
| Startup | 5 | % | due NET | 30 | days | On Completion of startup and any other services provided under this scope. |

Validity

Validity of this proposal is strictly 30 days. Written authorization from seller is required to extend this.

Warranty

PWTech warrants that the Products shall be free from defects in material and workmanship for the shorter period of: (i) twelve (12) months from the date of start-up; (ii) the warranty period for the third party good or service embodied in the Product; or (iii) eighteen (18) months from the delivery of the specified Product.

PRICE

Total price for the ES-356[4] and appurtenances as per this scope: **\$865,000.00**

Current Adder Price for additional dewatering drums purchased at a later date: **\$141,000.00**

Current Adder Price for additional dewatering drums purchased with press: **\$105,000.00**

*Volute is registered with the U.S. Patent and Trademark Office as a registered trademark of AMCON, Inc., Yokohama, Japan



Volute Dewatering Press Data Sheet: ES-356[4]

Please note- All information here is generic and for preliminary reference only. Detailed dimensions and other data is very project specific and this sheet has not been altered to reflect that. Project specific data would be available from PW Tech at the appropriate time.

| | | | |
|----------------------------|-----------------------------------|--|--|
| General Information | Model Information | Over All Dimensions: | 179" x 183" x 94" (L x W x H) |
| | | Optimal Space requirement of installation: | 261" x 236" (L x W) |
| | | Minimum Opening dimensions for installation: | 81" x 84" |
| | | Weight (Fully Empty): | 19,500 lbs |
| | | Expanded) Max: | 39,000 lbs |
| | | MAX Solids throughput: | 2600 dry lbs/hr (4000 dry lbs/hr expanded) |
| | | MAX Hydraulic throughput: | 260 GPM (400 GPM expanded) |
| | | Power use: | ~27 HP |
| Washwater use: @40 PSI | 20GPM intermittent, 120 GPH total | | |

| | | | | |
|------------------------|-------------------|----------------------|----------------------------|---------------------------------------|
| Dewatering Drum | General | Dimension: | 13.75" diameter x 72" long | |
| | | Quantity: | 4 (can be expanded to 6) | |
| | | Material: | Fixed & Moving Rings: | Type 304 Stainless Steel |
| | | | Screw: | 304 Stainless Steel with CoCr coating |
| | Drive info | Gear Motor Supplier: | SEW Eurodrive | |
| | | Model: | KH97 R57DRN100L4-342 | |
| | | Motor Power: | 2.24 kW (3.0HP) 4-Pole | |
| | | Enclosure: | TEFC / IP55 | |
| | | Gear Reduction: | 342:1 | |

| | | | |
|---------------------------|-------------------|----------------------|-----------------------------|
| Flash mixing tanks | General | Dimensions: | 36" x 39" x 48" (L x W x H) |
| | | Volume | 292 Gallons |
| | | Working Volume: | 230 Gallons |
| | | Material | Type 304 Stainless Steel |
| | Drive Info | Gear Motor Supplier: | Brother |
| | | Model: | F3S45S10-WB15TAVEN |
| | | Motor Power: | 2.24 kW (3.0HP) 4-Pole |
| | | Enclosure: | TEFC / IP65 |
| | | Gear Reduction: | 342:1 |

| | | | |
|--------------------------|-------------------|----------------------|---------------------------------------|
| Flocculation tank | General | Dimensions: | 49.25" x 39.125" x 48" (L x W x H) x2 |
| | | Volume | 400 Gallons x2 |
| | | Working Volume: | 313 Gallons x2 |
| | | Material | Type 304 Stainless Steel |
| | Drive Info | Gear Motor Supplier: | Brother |
| | | Model: | FS55S60-WD22TAVEN |
| | | Motor Power: | 2.24 kW (3.0HP) 4-Pole |
| | | Enclosure: | TEFC / IP65 |
| | | Gear Reduction: | 60:1 |

| | | | |
|------------------------|----------------|---------------------------------|---|
| STD. Electrical | General | Supply Voltage: | 208/240/440/480 VAC |
| | | Service: | 3-Phase, 3-Wire (No Neutral) |
| | | Control Voltage: | Dual - 24VDC & 115VAC |
| | | Minimum Required Breaker Size:* | 40 Amps * 480 VAC |
| | Panel | Panel Size: | 48"(w) x 48"(h) x 12"(d) |
| | | Panel Material: | Type 304 Stainless Steel |
| | | Panel Rating: | NEMA 4X |
| | | Control Module: | Unitronics Unistream 10.2 PLC/ CompactLogix #5069-L306 |

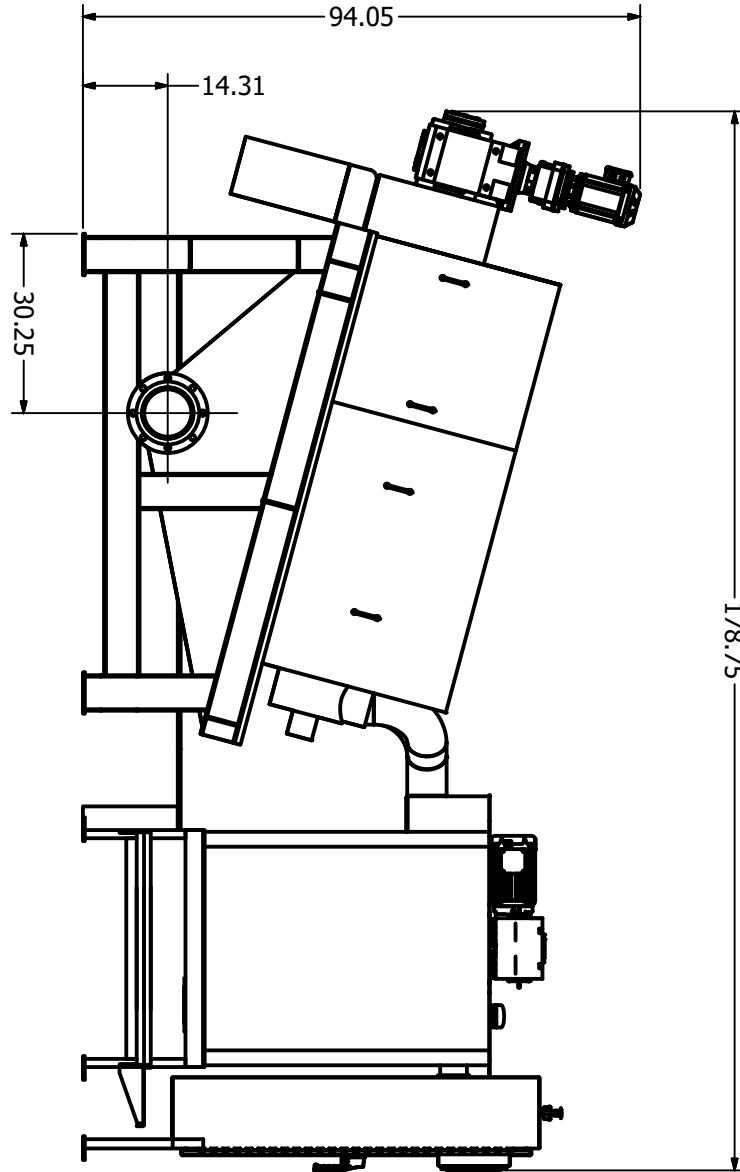
| | | |
|-----------------------|------------------------|-----------------------------------|
| Polymer System | Supplier: | Velocity Dynamics, Inc. |
| | Model: | VM-15P-1800-X0D |
| | Mixing Type: | Variable - Mechanical & Hydraulic |
| | Feed Pump Type: | Progressive Cavity |
| | Polymer Feed Capacity: | 0.5 - 15 Gallons per hour |
| | Water Use: | 180 - 1800 Gallons per hour |
| | Dimensions: | 24" x 40" x 40" (L x W x H) |
| | Weight: | ~300 lbs |

| | | |
|--------------------|---------------------------|-----------------------------|
| Connections | Feed Sludge: | 4" or 6" ANSI 150# Flange** |
| | Filtrate: | 2 x 8" ANSI 150# Flange |
| | Drain: | 4" ANSI 150# Flange |
| | Water: | 3/4" FNPT Coupling |
| | Press Polymer Inlet: | 1" FNPT |
| | Polymer Water Inlet: | 1.5" FNPT |
| | Polymer Solutions Outlet: | 1.5" FNPT |
| | Raw Polymer Feed Inlet: | 1" FNPT |

** Inlet connection size will vary based on anticipated feed sludge concentration.

**ALL METAL COMPONENTS ARE STAINLESS STEEL

SIDE ELEVATION



DIMENSIONS: MM [INCHES]



VOLUTE DEWATERING PRESS
ES356 GA DRAWING
ELEVATION VIEW

JOB# PWT VDP ES356

DATE 20 JUN, 2025

DRAWN PWTech LLC.

APPROV. ALEX DAVEY

SCALE

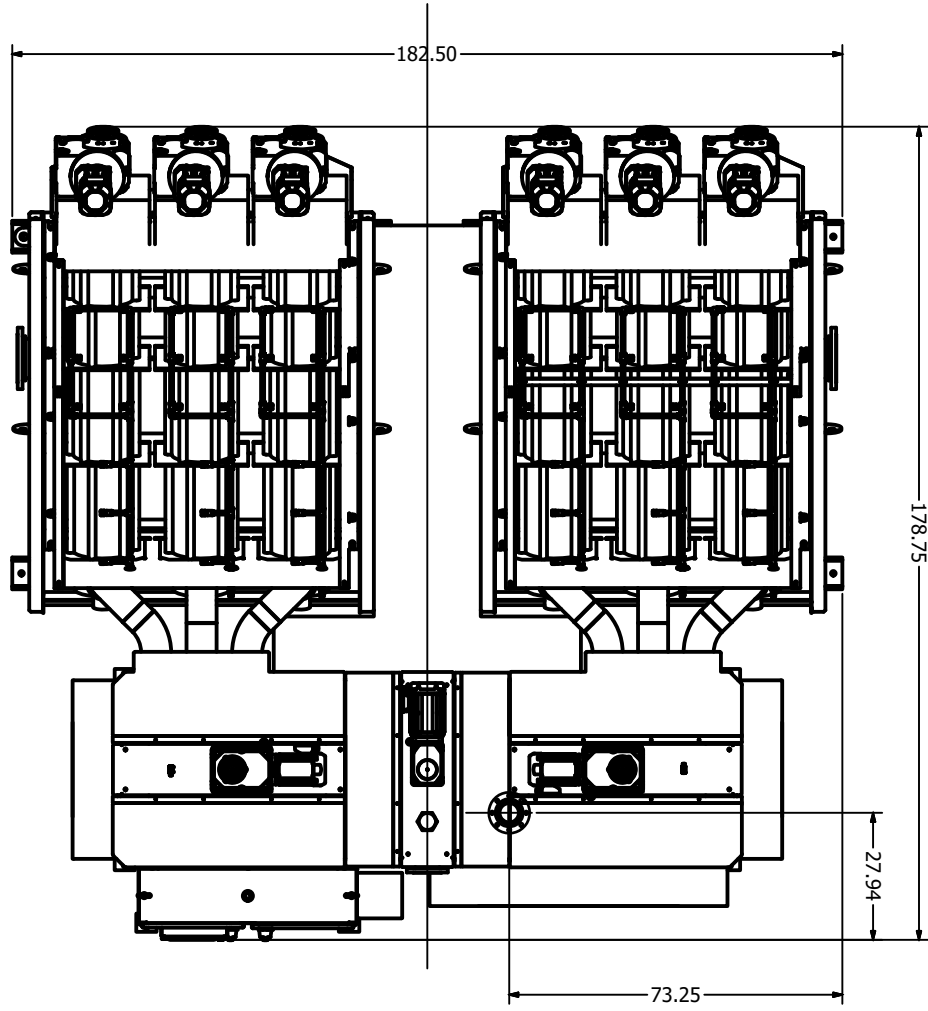
NTS

SHEET

1 OF 4

**ALL METAL COMPONENTS ARE STAINLESS STEEL

PLAN VIEW



DIMENSIONS: MM [INCHES]

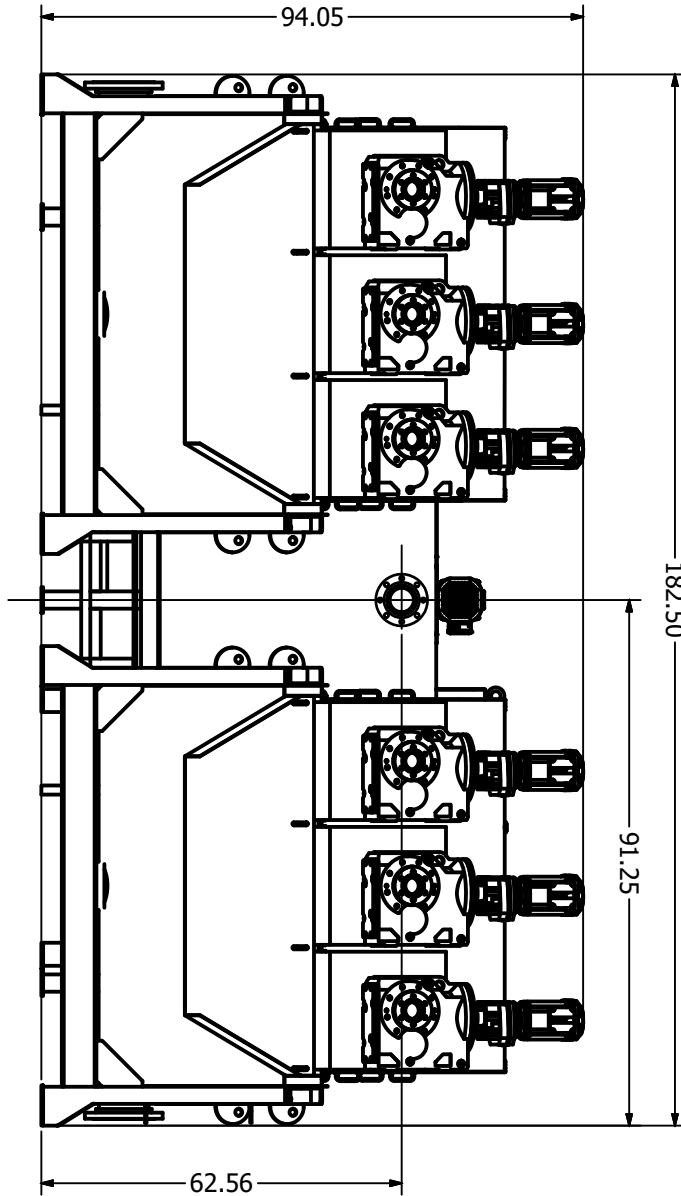


VOLUTE DEWATERING PRESS
ES356 GA DRAWING
ELEVATION VIEW

| | |
|--------------------|--------|
| JOB# PWT VDP ES356 | SCALE |
| DATE 20 JUN, 2025 | NTS |
| DRAWN PWTech LLC. | SHEET |
| APPROV. ALEX DAVEY | 2 OF 4 |

**ALL METAL COMPONENTS ARE STAINLESS STEEL

PRESS END ELEVATION



DIMENSIONS: MM [INCHES]



VOLUTE DEWATERING PRESS
ES356 GA DRAWING
ELEVATION VIEW

JOB# PWT VDP ES356

DATE 20 JUN, 2025

DRAWN PWTech LLC.

APPROV. ALEX DAVEY

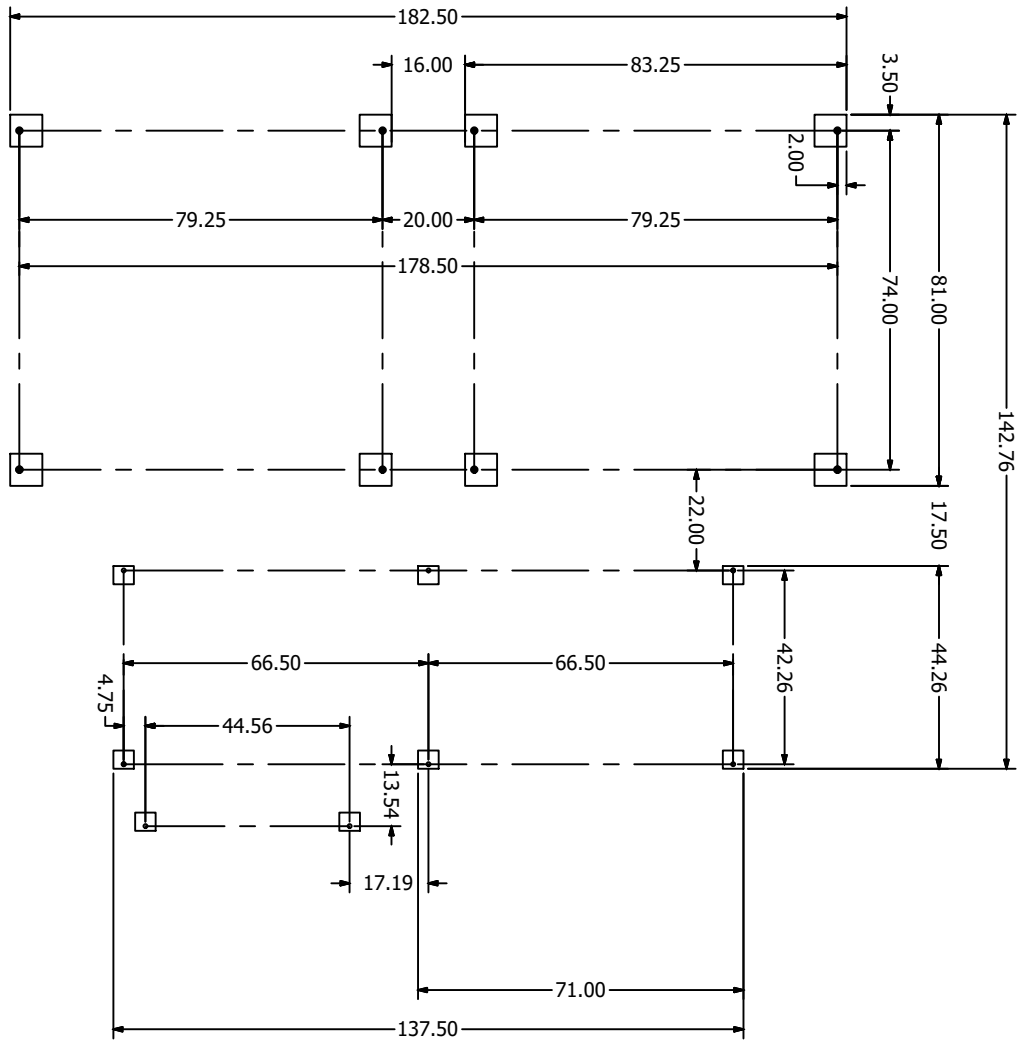
SCALE

NTS

SHEET

3 OF 4

ANCHOR POINTS



DIMENSIONS: MM [INCHES]



VOLUTE DEWATERING PRESS
ES356 GA DRAWING
ELEVATION VIEW

JOB# PWT VDP ES356

DATE 20 JUN, 2025

DRAWN PWTech LLC.

APPROV. ALEX DAVEY

SCALE

NTS

SHEET

4 OF 4

Process Wastewater Technologies, LLC. Standard Terms and Conditions

These terms and conditions ("Terms") shall exclusively govern the sale of all goods ("Products") and related services ("Services") by Process Wastewater Technologies, LLC. ("PWT") to the party ("Buyer") that issued a Purchase Order in accordance with, and/or signed and accepted the PWT Proposal ("Proposal"), and upon execution, the "Order" along with the Terms and the PWT Standard Limited Warranty attached hereto, the "Agreement").

Item 1. ACCEPTANCE

Buyer may accept this Agreement by executing the Proposal and returning it to PWT or by issuing a written purchase order that is accepted in writing by PWT or by executing an acceptance of offer in lieu of purchase order. No oral acceptance shall be effective. This Agreement is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No agent, employee or representative of PWT has any authority to bind PWT to any affirmation, representation or warranty concerning the equipment, components or related services sold under this Agreement, unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this Agreement, otherwise it has not formed a part of the basis of this Agreement and shall not in any way be enforceable.

Item 2. CANCELLATION

Once the Buyer has executed the Proposal and submitted it to PWT, Buyer shall have no right to cancel this Agreement or any part thereof, except under the conditions specified in this provision or otherwise agreed to in writing by both parties. Any cancellation by Buyer of this Agreement must be in writing and shall be deemed effective upon receipt by PWT. In the event of cancellation by Buyer prior to the commencement of production of the Products specified under the applicable Order, Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT under the applicable Order up to the time of cancellation, plus fifteen percent (15%) of the full Order amount. In the event that production of the Products under the Order has commenced prior to cancellation, Buyer shall pay a cancellation charge equal to all of the costs incurred by PWT under the applicable Order up to the time of cancellation, plus an amount equal to the greater of: the value of the Products already completed under the applicable Order; or fifteen percent (15%) of the full order amount under the applicable Order.

Item 3. PRICES

Unless otherwise stated in the Proposal, prices are in United States Dollars (US\$) and are F.O.B. Point of Origin. Charges for Services not stated in the Proposal (including, but not limited to, on-site technical assistance performed by a factory technical representative) are not included and must be purchased pursuant to a separately executed agreement between the parties.

Item 4. VALIDITY

Unless otherwise specified and subject to PWT's acceptance as described herein, the Proposal is valid for (30) thirty days and is subject to review thereafter. Prices may be extended beyond thirty (30) days only if confirmed in writing by PWT.

Item 5. PAYMENT TERMS

Buyer's payments shall be made in accordance with the terms and conditions of the Proposal. If no payment terms are set forth in the Proposal, then the payment terms are (a) thirty percent (30%) of the purchase price under the applicable Order shall be invoiced net five (5) days upon execution of the Proposal by Buyer; (b) sixty percent (60%) of the purchase price under the applicable Order shall be invoiced net thirty (30) days upon shipping, or upon PWT's offer to ship; (c) five percent (5%) of the purchase price to be invoiced net thirty (30) days upon delivery of Operation and Maintenance manuals and (d) the remaining five percent (5%) will be invoiced net thirty (30) days upon completion and/or performance of all related Services under the applicable Order. Interest will be charged on the unpaid invoiced balance at the rate of one and a half percent (1½%) per month for any amount received after thirty (30) days from the date of invoice. Any collection costs and/or attorney fees incurred by PWT in order to collect payment due will be invoiced to the Buyer, and Buyer agrees to pay said costs. In addition to the foregoing rights, PWT may suspend the shipping of any Products if the Buyer has failed to PWT in a timely manner.

Item 6. FEES AND TAXES

Buyer shall pay directly or reimburse PWT for payment of any and all applicable customs, sales, use, excise or other fees and taxes associated with the production and delivery of Products and PWT's performance under this Agreement. Buyer is responsible for and bears the risk of establishing, if applicable, a valid exemption from any tax, and shall indemnify, defend and hold PWT harmless for any loss, cost, or expense relating to any such exemption.

Item 7. DELAYED SHIPPING

Unless otherwise specified in the Proposal, if Buyer specifies a shipping date more than eight (8) months from the date of Buyer's acceptance of the Proposal, the price stated in the Proposal for the same goods shall be increased by a figure equal to the greater of (a) one percent (1%) per month (or part thereof), or (b) the average percentage increase of the stainless-steel and electronics commodity prices measured among the Consumer Price Index and the Producer Price Index or their successor indices as of the date of such acceptance and the shipping date. If PWT incurs a delay in



production of the Products due to force majeure events or supply chain issues of more than three (3) months or its suppliers have materially increased its costs as reasonably demonstrated to Buyer by PWT, then the Products costs shall be adjusted by the percentage increase of the stainless steel commodity price as measured by Producer Price Index or its successor index as of the date of such acceptance and the manufacturing date of the Products.

Item 8. FINANCIAL RESPONSIBILITY OF BUYER

If at any time before shipment, Buyer's financial ability to pay becomes impaired or unsatisfactory, PWT shall have the right to require Buyer to make payment or provide other assurances in full before shipment. In addition, if at any time before shipment, any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, PWT shall have the right to cancel an Order and/or terminate this Agreement and Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT up to the time of termination, plus fifteen percent (15%) of the purchase amount under the applicable Order(s).

Item 9. SHIPPING

Unless otherwise specified, all equipment and components will be shipped in one lot by the lowest cost method at the discretion of PWT. Any additional shipping requests by Buyer may be subject to additional shipping and handling charges. All shipments shall be F.O.B. – point of origin - the PWT manufacturing facility. Delivery to the carrier shall constitute delivery to Buyer for purpose of transfer of title, risk of loss or damage in transit. Buyer is responsible for obtaining any desired cargo insurance and shall pursue any loss or damage claims solely with the carrier.

Item 10. DELIVERY SCHEDULE

Unless otherwise specified, delivery dates under this Agreement and each Order are approximate, and failure to meet an exact delivery date shall not constitute a breach of this Agreement.

Item 11. INSPECTION

Upon reasonable advance written notice, Buyer or Buyer's representative may inspect the Products prior to shipment at the PWT point of origin at a time mutually agreeable to both parties. Inspection will be allowed only inasmuch as such inspection does not unreasonably interfere with PWT's production work flow. Complete details of any requested inspection must be submitted to PWT in writing, at least two weeks in advance of the requested inspection date. Any inspection under this provision must be completed prior to shipment of any goods under the applicable Order.

Item 12. OFFER BASIS

This Agreement is exclusively based upon drawings and specifications in the possession of PWT at the time of this Agreement and the applicable Order. PWT expressly reserves the right to modify the price and other terms of this Agreement as reasonably determined by PWT, should

additional drawings, documents, amendments, clarifications or other addenda be required to produce or deliver the Products under an applicable Order.

Item 13. LIMITED WARRANTY

PWT's warranty liability under this Agreement is limited to the terms listed in the PWT Standard Limited Warranty that accompanies these Terms and is incorporated herein by reference. No other warranty, express or implied, is made with respect to the Products and/or services provided under this Agreement.

Item 14. MEET AND CONFER

The parties shall amicably work together to negotiate and resolve any controversy or dispute arising out of, or in connection with this Agreement or its interpretation, performance or non-performance or breach thereof. In particular, in the event of a disagreement, the parties shall meet and confer and attempt in good faith to resolve their differences. At the written request of the aggrieved party, a face-to-face meeting between decision-makers of the parties shall be arranged at the offices of the non-aggrieved party. Such a meeting shall occur within thirty (30) days of the delivery of the written request of the aggrieved party, unless otherwise agreed by the parties.

Item 15. FORCE MAJEURE

Neither party will be deemed in default of this Agreement to the extent that performance of its obligations (other than payment of money) or attempts to cure any breach are delayed or prevented by reason of any event beyond the reasonable control of such party, including any act of God (*i.e.*, fire, earthquake, natural disaster), act of government (*i.e.*, war, terrorism, embargo), or any other act or circumstance that is beyond the reasonable control of such party, provided that such party gives the other party prompt written notice thereof. Any delays caused by Buyer which impact costs associated with the Products may result in additional fees.

Item 16. GOVERNING LAW

Subject to Section 14, all disputes and matters arising under, in connection with, or incidental to this Agreement shall be litigated, if at all, in and before the Circuit Court of Baltimore County, Maryland, USA to the exclusion of other courts of other states, the United States or other countries and to the exclusion of other venues. The parties expressly consent to the exclusive jurisdiction of this court and agree that this venue is convenient and not to seek a change of venue or to dismiss this action on the grounds of forum non conveniens, and not to remove any litigation from that court to a federal court. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Maryland, to the extent state law applies. An action for breach of this Agreement must be commenced within one (1) year after the cause of action has accrued.



Item 17. WAIVER AND MODIFICATION

No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this Agreement shall constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision. No modification, amendment, extension, renewal, rescission, termination or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon either party unless in writing and signed by both parties.

Item 18. SEVERABILITY

Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective solely to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Item 19. ASSIGNMENT AND DELEGATION

Buyer shall not have the right to assign or delegate this Agreement or its interest in or obligations under this Agreement without the prior written consent of PWT, which shall not be unreasonably withheld. The merger, acquisition, reorganization, or other restructuring of Buyer shall not constitute an assignment under the terms of this Agreement provided the surviving entity has assumed all of the obligations of PWT under this Agreement pursuant to a written confirmation. Subject to the foregoing, the rights and obligations of the parties to this Agreement shall be binding upon, and enforceable by their respective heirs, successors and permitted assigns.

Item 20. CONFIDENTIALITY

The parties recognize that, in the course of their dealings, each may come into possession of information relating to the business of the other which is not generally known in the industry, which reasonably or logically may be considered to be confidential or proprietary and which might reasonably be expected to do harm to the other if divulged ("Confidential Information"). Each party agrees to keep the Confidential Information confidential and not to disclose it, in whole or in part, to any third persons whatsoever, nor even to any of its own employees except those having a "need to know," and otherwise to protect the confidentiality of such Confidential Information in accordance with reasonable industry practices. Confidential Information of a party shall no longer be subject to the foregoing restrictions (a) if it is or becomes available to the public through no fault of the other party, (b) if it is otherwise known to the other party as shown by written records of the other party at the time of disclosure of the Confidential Information, (c) if, subsequent to disclosure hereunder, it is obtained by the other party on a non-confidential basis from a third party who has the right to disclose such information or (d) if it is required to be disclosed pursuant to a court order, so long as the non-disclosing party

is given adequate notice and the ability to challenge the required disclosure. Confidential Information will include the terms and conditions of this Agreement. Each receiving party shall immediately notify the disclosing party in writing if the receiving party reasonably determines that there has been an unauthorized access, use or receipt of the disclosing party's Confidential Information.

Item 21. NOTICES.

Any notice given under this Agreement shall be given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested or by other delivery service providing evidence of receipt to the party to whom such notice is to be given at the address set forth above or at such other address as either party shall hereafter give notice of to the other in writing.

Item 22. INDEPENDENT CONTRACTOR.

Buyer has no authority to bind PWT in any contractual manner or to represent to others that the relationship between the other is other than stated herein.

Item 23. INTELLECTUAL PROPERTY

Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other party's intellectual property (including, but not limited to, firmware, technology, data, or software) or any third party's intellectual property. Buyer acknowledges that, as between the parties, PWT retains all right, title, and interest in and to all components of the PWT Products and related intellectual property rights (collectively, the "PWT IP"). PWT hereby grants the Buyer a non-exclusive, irrevocable, worldwide, perpetual, royalty-free right and license to the PWT intellectual property solely as it is embodied in the Products and solely for the purposes of operating and using the Products.

Item 24. INDEMNIFICATION

Buyer hereby agrees to defend, indemnify and hold harmless the PWT, its directors, officers, employees, agents, and any assignee from and against any and all losses, damages, injuries, claims, suits, demands, judgments, decrees, losses, costs, expenses and liabilities, including, but not limited to attorneys' fees and courts costs asserted against, imposed upon or incurred by PWT arising from: any claim that manufacture or use of the Products (or their specifications) infringes upon a third party intellectual or proprietary right, including, but not limited to, patent, copyright, trademark, trade secret or any other intellectual or proprietary right where Buyer provided the specifications therefore.



Process Wastewater Technologies, LLC Standard Limited Warranty

Item 1. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE SET FORTH HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" AND PWT DOES NOT MAKE ANY OTHER STATUTORY, EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES WITH RESPECT TO THESE PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, INFRINGEMENT, TITLE, OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

PWT does not assume and expressly disclaims any liability for (i) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES which anyone may suffer as a result of the sale, delivery, service, use, or loss of use, of any Products and/or services provided by PWT, or (ii) any charges or expenses of any nature which are incurred without the prior written consent of PWT. Without limiting the foregoing, PWT does not warrant that any Products provided are free from any claim of any third person by way of infringement or the like, and PWT expressly disclaims any liability for any claim of infringement or the like that may result from the sale, delivery, service, use, or loss of use of any Products and/or services provided by PWT.

PWT's total liability under this Agreement or in connection with any claim involving any Products or services is expressly limited to the purchase price of the goods set forth in the applicable Order and/or services in respect of which damages are claimed.

Item 2. DEFECTS WARRANTY

Unless otherwise set forth in the Proposal, PWT warrants that the Products shall be free from defects in material and workmanship for the shorter period of: (i) twelve (12) months from the date of start-up; (ii) the warranty period for the third party good or service embodied in the Product; or (iii) eighteen (18) months from the delivery of the specified Product.

PWT's sole obligation and Buyer's exclusive remedy under this Agreement is expressly limited to the repair or replacement of any Product or parts of the Product or at the option of PWT, a refund of the purchase price, of any Product or parts which are return to PWT freight prepaid; provided that PWT determines in its sole discretion that the Product is defective, failed prematurely or has faulty workmanship or materials.

Item 3. PRODUCTS OF OTHER MANUFACTURERS

Unless otherwise set forth in the Proposal, PWT makes no warranty with regard to any products not manufactured by PWT, including but not limited to, electrical components, firmware, equipment and motors.

Item 4. TYPES OF DAMAGES AND CLAIMS FOR WHICH PWT LLC IS NOT RESPONSIBLE

The following non-exclusive list of items are specifically not covered by the PWT Standard Limited Warranty and, in the event of their occurrence, will render the PWT Defects Warranty null and void:

- defects which are caused by improper installation, improper or abnormal use or operation, or improper storage or handling;
- defects caused by the failure of the Buyer to perform and log normal preventative maintenance;
- defects caused by the use of replacement parts not approved in writing by PWT;
- defects caused by repairs by persons not authorized in writing by PWT;
- defects caused by modifications or alterations made by the Buyer; and/or
- any damage to our any Product occurring while it is in the possession of the Buyer.

Item 5. EQUIPMENT SAFETY PARAMETERS

With respect to operation of the Products, it is the responsibility of the Buyer to define and provide any safety device(s) or associated safety device(s) (other than that which is ordinarily furnished by PWT) which may be necessary and/or required, and to establish safety procedures and operational instructions to safeguard the operator(s) during maintenance, cleaning, or any use of the Products whatsoever, and to subsequently ensure that the Products are operated in conformance with all applicable safety procedures, laws, regulations and instructions.

It is also the responsibility of the Buyer to enforce all safety regulations and operational instructions and to maintain the Product in a safe condition (e.g., guards in place; warning, caution and/or important labels affixed; electrical boxes secure; interlocks operational; etc.). In particular, all warning, caution and/or important labels must be maintained in a readable condition, and if necessary, replaced with new labels.

Additionally, as the nature of the Product does not always make it possible to fully prevent operator access from rotating components, maintenance or cleaning of any nature must not be performed on the Products without first disconnecting all power.

Item 6. OPERATOR SAFETY COMPLIANCE

Buyer warrants and agrees that because it has sole control over the Product, it shall be solely responsible for safety compliance. Operator access and use of Products, and full compliance with all provisions of the Operator Safety section of PWT Instruction Manuals are essential and the user's responsibility; the provisions of that section being expressly incorporated herein.



BUDGET PROPOSAL



Minneola, FL

HUBER Screw Press Q-PRESS 800.2®

Represented by:
Moss Kelley
Cameron Young
(407) 805-0063
cjl@mosskelley.com

Regional Sales Director:
Steve Frank
704-330-9378
Steve.Frank@hhusa.net

Project Number: 525731
Revision: 0
Date: 6/6/2025

Design Information

| Technical Data | | |
|--|---|----------|
| Sludge Type | Waste Activated Sludge | |
| Instantaneous Feed Rate (total - split between 2 duty units) | 150 at 1% feed solids | gpm |
| Feed Sludge Concentration | 1 | % |
| Nominal Hydraulic Loading Rate (per unit) | 75 at 1% feed solids | gpm |
| Nominal Solids Loading Rate (per unit) | 375 at 1% feed solids | lb/hr |
| Operational Hours Per Day | 8 | hr/day |
| Operational Days Per Week | 5 | day/week |
| Estimated Cake Solids ¹ | 16-19 | % |
| Capture Rate ¹ | ≥95 | % |
| Estimated Polymer Consumption ¹ | 26-32 lb active polymer/dry ton of sludge | |
| Average Spray Wash Water Requirement ² | 75 gph at 90 psi | |
| Spray Water Connection | 1.25 | inch |
| Sludge Inlet Diameter | 6 | inch |
| Approximate Screw Press Empty Weight | 8200 | lbs |
| Approximate Screw Press Full Weight | 10100 | lbs |

¹All performance is estimated based on typical screw press performance. In order to guarantee performance Huber must run a pilot test.

²Wash water cycle runs at approximately 42 gpm for 152 seconds. Typical applications experience 1-2 wash cycles per hour.

Equipment Details

| Model | HUBER Screw Press Q-PRESS 800.2® |
|----------------------|--|
| Quantity | 2 |
| Material | 316L stainless steel construction; pickled and passivated in acid bath |
| Basket Material | Wedge wire; 316L stainless steel |
| Auger Inclination | 10° |
| Support Legs | 316L stainless steel |
| Wiper Material | Wear resistant polyurethane |
| Anchor Bolts | M12, 316L stainless steel |
| Motor Data | 5 hp drive motor, 460 VAC, 60 Hz, 3 ph |
| Spraywash Motor Data | 0.25 hp spraywash motor, 460 VAC, 60 Hz, 3 ph |

| Ancillary Equipment | |
|------------------------|-----------------------------|
| Polymer Injection Ring | 2, DN65 injection rings |
| Polymer Mixing Device | 2, DN65 mixing valves |
| Sludge Flow Meter | 2, 3-inch sludge flow meter |
| Air Compressor | 2, 15 gal |

| Controls | Two (2) Main Control Panel |
|-----------------------------------|--------------------------------|
| Enclosure | NEMA 4X, Stainless Steel |
| PLC | Allen Bradley CompactLogix |
| HMI | Allen Bradley PanelView 7 inch |
| Pre-programmed and Factory Tested | |

| Freight and Startup Services | |
|------------------------------|---|
| 6 days and 2 trips | Startup services for installation inspection and startup supervision. |
| Freight to jobsite. | |

Pricing

| Equipment | Model | Quantity | Pricing |
|------------------------------|----------------|-----------------|-----------------------|
| HUBER Screw Press | Q-PRESS 800.2® | 2 | Included |
| Ancillary Equipment | | | Included |
| HUBER Control Panel | | 2 | Included |
| Freight and Startup Services | | 6 days, 2 trips | Included |
| TOTAL: | | | \$1,144,000.00 |

Optional Adders

| Equipment | Type | Quantity | Pricing |
|--|------------------------|----------|--------------------|
| HUBER's Standard Polymer Blending System | Velodyne VM-3P-600-D | 1 | \$41,480.00 |
| HUBER's Standard Sludge Feed Pump | Netzsch NM053BY01L07V | 1 | \$14,950.00 |
| HUBER Screw Conveyor (Cake) | Ro8T 273, 12 ft length | 1 | \$33,000.00 |
| Aesthetic Motor Cover (per piece) | HUBER Standard | 1 | \$11,300.26 |

Standard delivery is 27-29 weeks from approval of submittals.

Thank you for your interest in HUBER Technology, Inc. If you have any questions, please do not hesitate to contact our Regional Sales Director or our local sales representative.

This proposal has been reviewed for accuracy and approved for issue by: AJ

Notes and Technical Clarifications

- Equipment specification and drawings are available upon request.
- If there are site-specific hydraulic constraints that must be applied, please consult the manufacturer's representative to ensure compatibility with the proposed system.
- Electrical disconnects required per local NEC code are not included in this proposal.
- All electrical interconnections, wirings, junction boxes, and terminations between the equipment and electrical components are to be provided by installing contractor.
- Huber Technology warrants all components of the system against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment, whichever occurs first.
- Budget estimate is based on Huber Technology's standard Terms & Conditions and is quoted in US dollars unless otherwise stated.
- Equipment recommendations are based on information provided to Huber Technology. Subsequent information which differs from what has been provided may alter the equipment recommendation.
- Any item not specifically listed is not considered part of this scope of supply. Please contact the HUBER Technology representative listed for further clarification.
- Sludge feed pump and flow meter shall be controlled by the Huber control panel even if provided by others.
- Pricing shown in this proposal is valid for 30 days from the date shown on this proposal.
- Blue motor covers are aesthetic only, and have been included as an optional adder to HUBER's scope.
- Flocculation pipe is to be provided others. Please reference accompanying flocc pipe calculation page for sizing information.
- Polymer injection/mixing equipment is sized based on maintaining a specific flow velocity through these components. For the feed sludge flowrate in this application, HUBER is offering polymer injection/mixing equipment with DN65 (2.5 inch) flanges. Reducers, if required, to connect polymer injection/mixing equipment to upstream and downstream piping are to be supplied by others.

Additional Information Pertinent to HUBER Quotation

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Job site
- Price does not include installation or building modifications
- This Budgetary Pricing Quotation is valid for thirty (30) days from the date of this Scope or until withdrawn by HUBER Technology, Inc. (hereinafter "HUBER").

Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of HUBER O&M manuals prior to equipment start-up.

Shipment

HUBER will make all reasonable efforts to maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Please consult HUBER Technology, Inc. for current fabrication lead times on the proposed equipment.
- O&M manuals prior to equipment start-up.

Accessories

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of HUBER's machines and systems are manufactured from 304L or 316L grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- | | | |
|--|-------|------|
| • Maximum Chloride for V2A (304, 304L)* | 100 | mg/L |
| • Maximum Chloride for V4A (316L, 316Ti)* | 400 | mg/L |
| • Maximum Chloride for V4A (316L, 316Ti)** | 250 | mg/L |
| • pH Value of the Wastewater/Washwater | >6.5 | |
| • Iron Content in Washwater | <0.50 | mg/L |

* no hydrogen sulphide in the area of the stainless steel

** with a maximum hydrogen sulphide content of 6 ppm

Machines made from 316 grade stainless steel are available at an additional price for extremely harsh operating environments upon request.

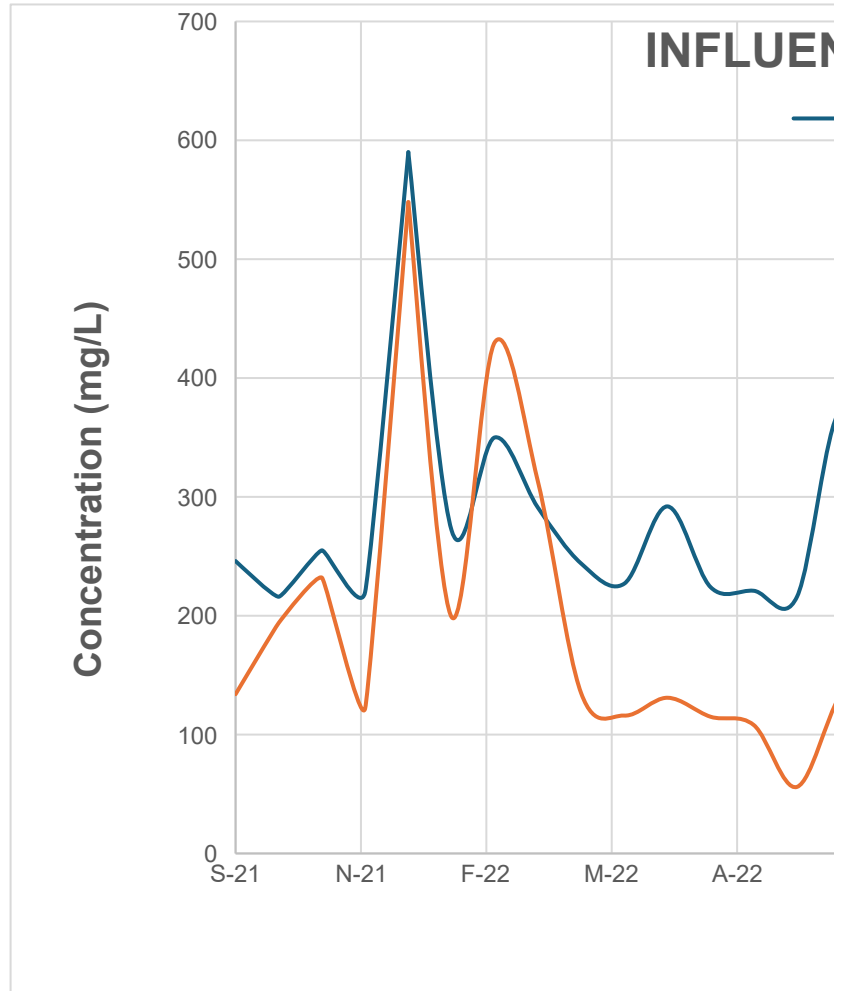
| Month | Influent BOD (mg/L) | Influent TSS (mg/L) | Effluent TN (mg/L) | Effluent NO3 (mg/L) |
|--------------|------------------------|------------------------|-----------------------|------------------------|
| September-21 | 246 | 134 | 3.0 | 4.4 |
| October-21 | 216 | 194 | 3.1 | 4.9 |
| November-21 | 255 | 232 | 3.5 | 5.3 |
| December-21 | 220 | 122 | 3.9 | 5.1 |
| January-22 | 590 | 548 | 8.6 | 0.5 |
| February-22 | 272 | 199 | 5.7 | 4.6 |
| March-22 | 350 | 430 | 3.8 | 4.9 |
| April-22 | 291 | 313 | 3.2 | 3.7 |
| May-22 | 244 | 135 | 4.1 | 2.8 |
| June-22 | 227 | 116 | 3.6 | 3.5 |
| July-22 | 292 | 131 | 4.9 | 3.4 |
| August-22 | 224 | 115 | 6.4 | 2.9 |
| September-22 | 221 | 108 | 5.6 | 3.2 |
| October-22 | 216 | 56 | 5.0 | 2.3 |
| November-22 | 372 | 133 | 4.2 | 2.1 |
| December-22 | 270 | 168 | 7.8 | 2.1 |
| January-23 | 263 | 185 | 35.4 | 1.4 |
| February-23 | 239 | 195 | 8.6 | 1.2 |
| March-23 | 232 | 228 | 4.5 | 1.5 |
| April-23 | 279 | 268 | 3.9 | 0.8 |
| May-23 | 252 | 226 | 4.5 | 0.9 |
| June-23 | 286 | 287 | 3.9 | 1.3 |
| July-23 | 280 | 344 | 4.0 | 1.5 |
| August-23 | 274 | 362 | 5.8 | 1.3 |
| September-23 | 168 | 123 | 5.7 | 1.3 |
| October-23 | 273 | 230 | 3.9 | 1.3 |
| November-23 | 223 | 216 | 7.3 | 0.7 |
| December-23 | 195 | 189 | 9.1 | 0.3 |
| January-24 | 214 | 180 | 12.3 | 0.4 |
| February-24 | 288 | 207 | 22.2 | 0.3 |
| March-24 | 265 | 204 | 25.7 | 0.7 |
| April-24 | 276 | 260 | 46.1 | 0.3 |
| May-24 | 181 | 102 | 19.6 | 1.2 |
| June-24 | 228 | 227 | 16.3 | 0.4 |
| July-24 | 198 | 211 | 42.0 | 0.5 |
| August-24 | 122 | 127 | 56.5 | 0.4 |

286

222

265

213

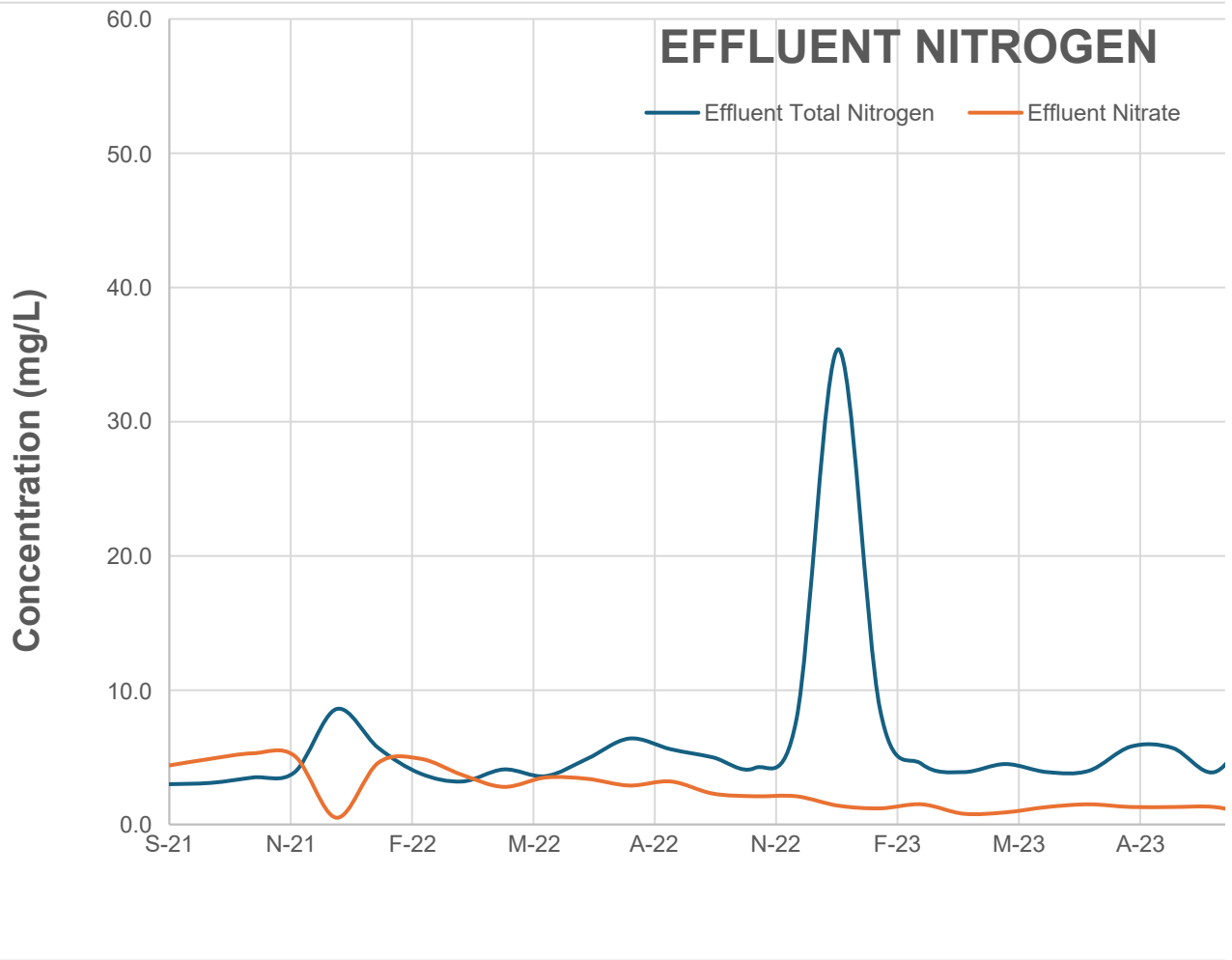


219

190

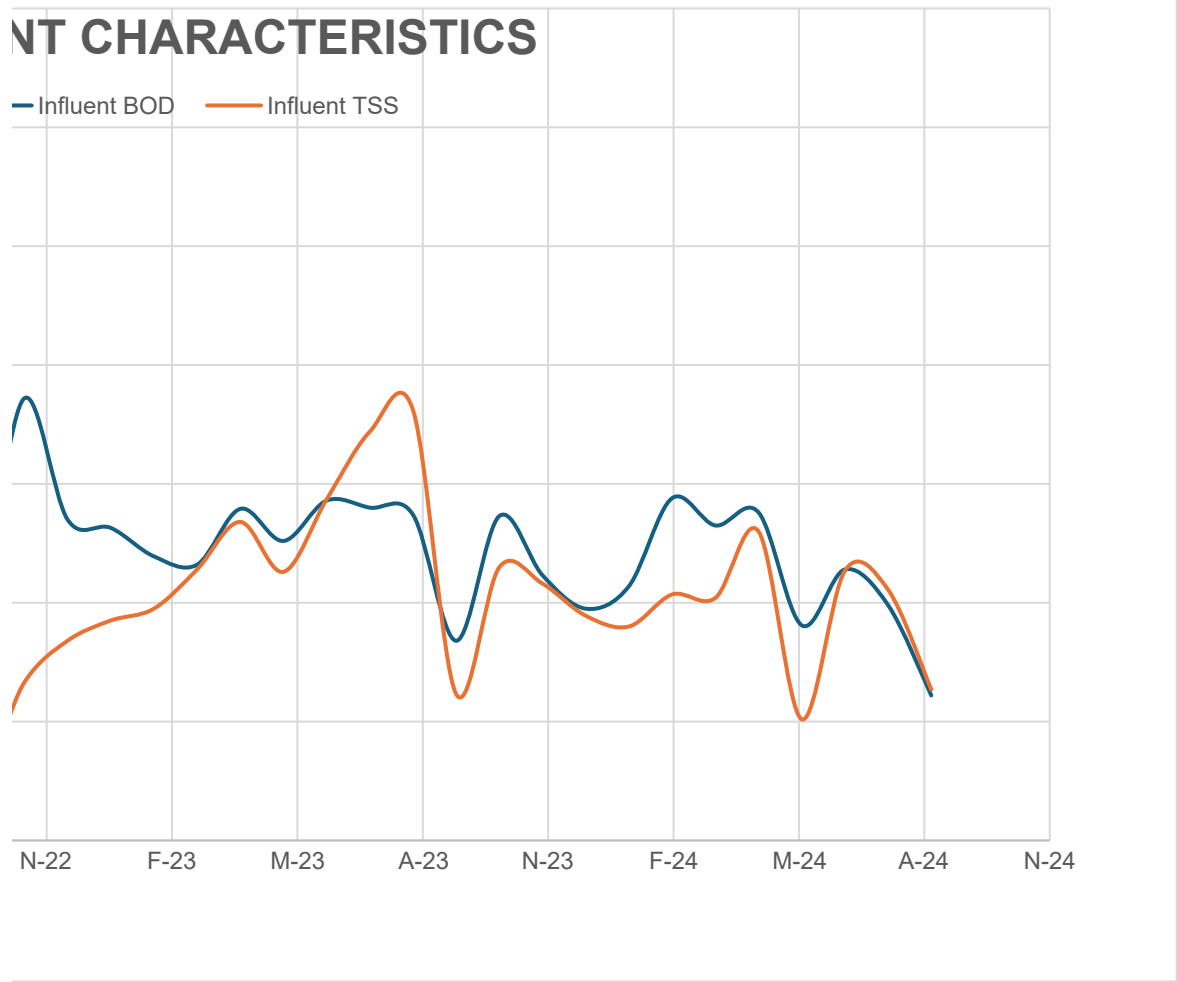
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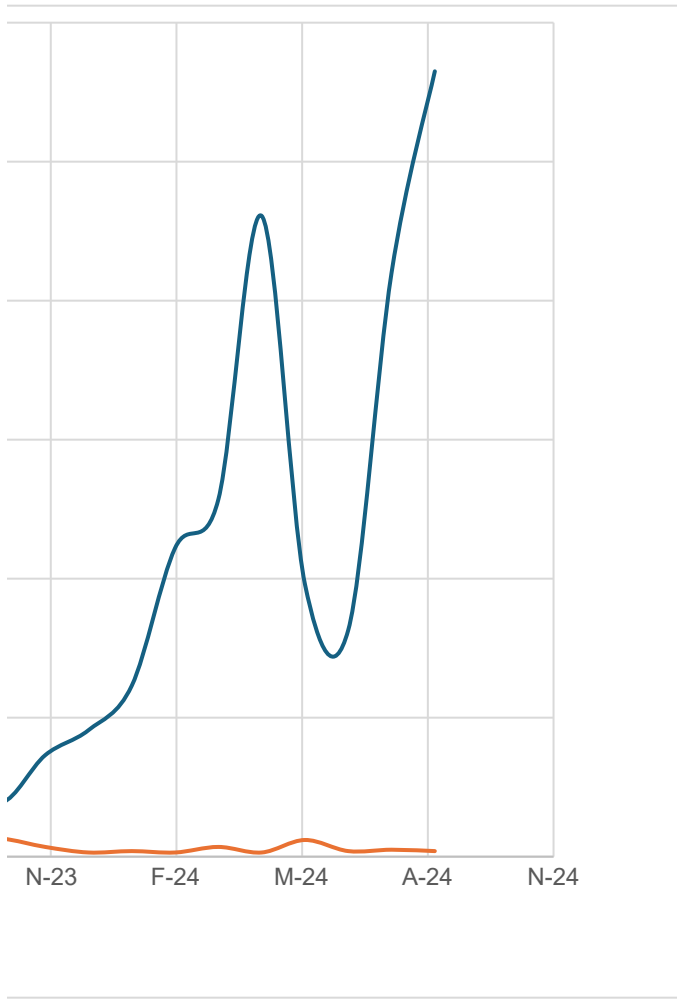
0.7



NT CHARACTERISTICS

— Influent BOD — Influent TSS





| Parameter | Value |
|---|-------------|
| AADF (MGD) | 0.8 |
| Influent BOD (mg/L) | 280 |
| Yield | 0.70 |
| Dry Solids Production (lbs/day) | 1,308 |
| WAS Solids Content | 1.0% |
| Raw WAS Production (GPD) | 15,680 |
| Unit Cost for Liquid Hauling & Disposal (\$/Gallon) | \$0.20 |
| Unit Cost for Cake Hauling & Disposal (\$/Wet Ton) | \$195.00 |
| OPTION 1: DO NOTHING | |
| Annual Hauling Cost | \$1,144,640 |
| OPTION 2: THICKEN TO 2.0% DS | |
| Thickened Sludge Production (GPD) | 7,840 |
| Annual Hauling Cost | \$572,320 |
| OPTION 2: THICKEN TO 3.0% DS | |
| Thickened Sludge Production (GPD) | 5,227 |
| Annual Hauling Cost | \$515,088 |
| OPTION 3: THICKEN TO 4.0% DS | |
| Thickened Sludge Production (GPD) | 3,920 |
| Annual Hauling Cost | \$500,780 |
| OPTION 4: DEWATER TO 14% DS | |
| Cake Production (Wet Tons/Day) | 4.7 |
| Annual Hauling Cost | \$332,416 |
| OPTION 4: DEWATER TO 16% DS | |
| Cake Production (Wet Tons/Day) | 4.1 |
| Annual Hauling Cost | \$290,864 |
| Equipment Payback Period (Years) | 2.48 |

\$/lb dry soli
\$2.40

\$1.20

\$1.08

\$1.05

\$0.70

\$0.61



AGENDA SUMMARY
Community Redevelopment Agency
June 16, 2026

Agenda Item: 7.

Subject Title: Agreement - Construction Manager at Risk (CMAR) - Vogel Bros Building, Co.

Objective:

Consider a Request to Approve an Agreement with Vogel Bros Building, Co. for Construction Manager at Risk Professional Services for the Expansion of the Wastewater Treatment Plant.

Summary:

The current wastewater treatment plant is almost at capacity and does not have an water reuse capability. TetraTech, our engineering firm, is designing the expansion of the treatment facilities and new reuse capabilities. This CMAR (construction manager at-risk) contract would allow Vogel Bros. Building Co. to construct the screening system, BNR structure, pumping improvements, biosolids dewatering improvements, new rib, and any related civil structural, electrical and control improvements to give a small increase in capacity until the design is completed. Once the design is complete, Vogel Bros. Building Co. will manage the construction of the full expansion and reuse.

Exhibits:

1. CMAR - Construction Manager at Risk Agreement.Minneola Final Draft_im_ino.jfk (final draft clean)

Options:

1. Approve the request as presented.
2. Approve the request with modifications.
3. Deny the request.

Fiscal Impact:

Undetermined.

P & Z Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

CONSTRUCTION MANAGEMENT AT-RISK (CMAR)

*City of Minneola Water Reclamation
Facility Expansion Agreement*

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City of Minneola Water Reclamation Facility Expansion Agreement Between Owner and Construction Manager at-Risk (CMAR)

Agreement

This Agreement is made this ____ day of _____ in the year 20__ (the “Contract Date”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by and between the

OWNER

City of Minneola

Attn: City Manager

800 N US HWY 27

MINNEOLA, FL 34715

and the

CONSTRUCTION MANAGER AT-RISK (CMAR):

VOGEL BROS. BUILDING CO.

4223 S Pipkin Rd, Lakeland, FL

for services in connection with the following Project:

PROJECT NAME: CITY OF MINNEOLA WRF EXPANSION

PROJECT LOCATION: FLORIDA TURNPIKE AND SCRUB JAY LN

PROJECT SUMMARY: CONSTRUCTION OF SCREENING SYSTEM, BNR STRUCTURE, PUMPING IMPROVEMENT, BIOSOLIDS DEWATERING IMPROVEMENTS, NEW RIB, ANY RELATED CIVIL, STRUCTURAL, ELECTRICAL AND CONTROL IMPROVEMENT

Notice to the Owner and/or CMAR (each individually a “Party” and collectively, the “Parties”) shall be given at the above addresses.

Accordingly, the Parties hereto hereby agree as follows.

ARTICLE 1 — Definitions

1.1 Definitions

1.1.1 “Agreement” means this Agreement between Owner and CMAR (where the Basis of Payment is the Cost of the Work plus CMAR’s Fee with a Guaranteed Maximum Price as modified by the Parties, and the exhibits and attachments made part of this Agreement upon its execution), as modified by subsequent Amendments.

1.1.2 “Allowance” is an estimated sum to be used as Owner directs for categories of Work that cannot be established at the time the GMP or Fixed Price are agreed upon. Owner can direct Work under Allowances only up to the established amount. Any work directed over the established Allowance amount is to be processed by Change Order to CMAR.

1.1.3 “Applicable Law” or “Applicable Laws” means, collectively, all applicable federal, state, and local laws, statutes, rules, regulations, tariffs, levies, embargoes, ordinances, codes, and binding administrative or judicial precedents or authorities, including the binding interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation, or administration thereof, and all applicable administrative orders, directed binding duties, licenses, authorizations, and permits of, and binding agreements with, any Governmental Authority, in each case applicable to or affecting the Project or the Work of CMAR under this Agreement or the other Contract Documents.

1.1.4 “Assumptions” and “Clarifications” are material terms associated with CMAR’s Guaranteed Maximum Price or Lump Sum upon which the Owner and CMAR agree and are more particularly described in Phase II Construction Price Amendment.

1.1.5 “Bid Package” or “Bid Packages” means one or more design bid packages for specific scopes of the Work that are developed and generated by the Engineer for bidding and award pursuant to this Agreement. Engineer will provide bid drawings and specs. The front-end documents and bid packages are developed and advertised by the CMAR.

1.1.6 The term “Business Day” means any day other than a Saturday, Sunday, or legal holiday on which national banks located in the state jurisdiction in which the Project is situated are not required or permitted to be open for business to the public.

1.1.7 A “Change Order” is a written order signed by the Owner and the CMAR after execution of this Agreement indicating any change to the Agreement including, among other things, changes in the Scope of the Work, the CMAR’s Fee for Preconstruction Phase Services, the Phase II Construction Price and Date of Substantial Completion, or Date of Final Completion.

1.1.8 A "Change Order Proposal" is a proposal submitted by the CMAR or the Owner for a change in the Work as evidenced by a Change Order.

1.1.9 The "CMAR" is Vogel Bros. Building Co.

1.1.10 The "CMAR Representative" is Darren Vogel.

1.1.11 "Construction Phase" or "Construction Phase Services" means the Work of the CMAR undertaken during Phase II pursuant to the Drawings and Specifications in accordance with Paragraph 2.2 of this Agreement and other applicable terms and provisions of this Agreement and the other Contract Documents.

1.1.12 "Construction General Conditions Costs" are an element of the Cost of Work that is included in the Construction Price as agreed to by the CMAR and the Owner and has the meaning set forth in Article 5 of the Phase II Construction Price Amendment.

1.1.13 "Contingencies," where applicable, has the meaning set forth in Paragraph 10.5 of the Phase II Construction Price Amendment.

1.1.14 The "Contract Documents" represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. It consists of this Agreement, the General Conditions, the Phase II Construction Price Amendment, the Drawings, Specifications, addenda issued prior to execution of this Agreement, information furnished by the Owner under Paragraph 3.8 of the General Conditions, any supplemental or other conditions attached as an exhibit to this Agreement, performance Specifications attached as an exhibit to this Agreement, the CMAR's qualifications, Assumptions, and Clarifications mutually agreed upon by Owner and CMAR and identified in and attached to this Agreement and/or the Phase II Construction Price Amendment, the other documents listed in this Agreement, and any modifications issued after its execution, including, without limitation, Change Orders and Owner Change Directives. The Contract Documents do not include bidding instructions or sample forms not attached as exhibits to this Agreement.

1.1.15 The "Contract Time" is the overall time period allowed for performance of the Work.

1.1.16 "Cost of the Work," where applicable, has the meaning of the sum of all allowed direct and indirect costs necessarily and reasonably incurred and paid by CMAR in the performance of the Work including those set forth in the Phase II Construction Price Amendment.

1.1.17 The term "Day" or "day" shall mean calendar day unless otherwise specifically defined.

1.1.18 “Defective Work” is any portion of the Work that does not conform to the Contract Documents, as more fully described in Paragraphs 2.5 and 2.6 of the General Conditions.

1.1.19 “Differing Site Conditions” means conditions at the Project site that are: (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents.

1.1.20 “Drawings” means the documents prepared by Engineer or other consultants of Owner showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.21 “Early Work(s) Package(s)” is procurement or construction work that may be performed during Phase I or Phase II that may benefit the Project.

1.1.22 “Engineer” means the licensed Engineer and its consultants, retained by Owner to perform design services for the Project. The Engineer for the Project is **Tetra Tech, Inc.**

1.1.23 “Engineer Contract” means the engineering contract dated November 2025 between Owner and Engineer for the design and/or engineering of the Project or portions thereof.

1.1.24 “Fee” or “CMAR Fee” means, where a GMP has been selected by the Owner and CMAR as the basis for establishing a Phase II Construction Price for the Project or Bid Package, as applicable, the Fee to be charged by the CMAR, which shall either be (a) expressed as a percentage of the Cost of the Work, or (b) a fixed dollar amount based on the Cost of the Work, in each case agreed upon by the Owner and the CMAR at the time of execution of, and in accordance with, the Phase II Construction Price Amendment for the CMAR’s performance of the Work.

1.1.25 “Field Order” means minor changes in the Work if the changes do not involve an adjustment in the Phase II Construction Price or the Contract Times and are compatible with the design of the completed Project as a functioning whole as indicated by the Contract Documents.

1.1.26 “Final Completion” occurs on the date when the CMAR’s obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable in accordance with Article 14 of the Phase II Construction Price Amendment and Paragraph 8.9 of the General Conditions. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the CMAR.

1.1.27 “Final Payment” has the meaning set forth in Article 14 of the Phase II Construction Price Amendment.

1.1.28 “Force Majeure,” as defined in the General Conditions in Paragraph 5.4.1.3.

1.1.29 The “General Conditions” to the Agreement is included as Exhibit A.

1.1.30 “GMP” or “Guaranteed Maximum Price” means, with regard to the Project as a whole or any Bid Package for construction of any portion of the Work where a GMP is selected by the Parties as the basis for the Phase II Construction Price, as may be further defined in the Phase II Construction Price Amendment for the Project , as applicable. The Guaranteed Maximum Price for the Work covered thereby, as established by a Phase II Construction Price Amendment executed by and between Owner and CMAR, is further defined as the Cost of Work plus Allowances and fee for such Work. Subject to Change Orders and other allowable adjustments made pursuant to this Agreement or the other Contract Documents, where the Phase II Construction Price for any Work is based on a GMP, the Phase II Construction Price for such Work shall not exceed the GMP for such Work plus any approved additions or deductions to the GMP.

1.1.31 “Governmental Authorities” means any federal, state, local, or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank, public office, court, arbitration or mediation panel, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of government.

1.1.32 “Lump Sum” means a lump-sum contract price established for the Phase II Construction Phase Services in accordance with a Phase II Construction Price Amendment.

1.1.33 A “Material Supplier” is a person or entity retained by the CMAR or a Subcontractor to provide material or equipment for the Work.

1.1.34 “Others” means other contractors, Material Suppliers, and persons at the Worksite who are not employed by the CMAR or Subcontractors.

1.1.35 “Owner” is City of Minneola and includes the Owner’s representative and any other Owner authorized person or entity.

1.1.36 “Owner’s Approved Budget” means the sum of \$26,000,000.

1.1.37 “Owner Change Directive” means a directive issued by Owner to CMAR to undertake and perform a change in the Work prior to the time such Parties have reached agreement on the adjustment, if any, of the Phase II Construction Price or the Contract Time.

1.1.38 The Owner’s authorized representative is Fred Miller(the “Owner’s Representative”).

1.1.39 “Phase I” means the Preconstruction Phase.

1.1.40 “Phase II” means the Construction Phase Services performed by CMAR pursuant to this Agreement and the other Contract Documents.

1.1.41 “Phase II Construction Price” means the contract price established by the Parties for CMAR’s performance of the Work during the Construction Phase in accordance with this Agreement and the other Contract Documents and as reflected in the Phase II Construction Price Amendment, as the same may be modified by any Change Orders increasing or reducing such contract price and may be either a Lump-Sum price or GMP.

1.1.42 “Phase II Construction Price Amendment” has the meaning given to it in Exhibit B, Paragraph 1.15.

1.1.43 “Phase II Construction Price Proposal” means A detailed Phase II Construction Price Proposal for the Work covered thereby with an open-book line-item cost breakdown on direct and indirect costs, Contingency (with its basis), and any Clarifications, Assumptions, qualifications, and exclusions based on the design milestone(s) specified thereby.

1.1.44 “Preconstruction Phase” or “Preconstruction Phase Services” means the Phase I Preconstruction Services performed by CMAR in connection with the Project and described in Paragraph 2.1 of this Agreement.

1.1.45 “Project” is the building, facility, or other improvements for which the CMAR is to perform Work under this Agreement. It may also include construction by the Owner or Others which is not part of the Work of this agreement.

1.1.46 “Risk Register” is the result of an assessment led by either the Owner or the CMAR, and agreed to by both parties, that identifies potential project risks and the likelihood of occurrence and allocates the responsibility for mitigation of each risk element.

1.1.47 “Schedule” is the critical path method (CPM) schedule prepared by the CMAR that specifies the dates on which the CMAR plans to begin and complete various parts of the Work, including all activities during Phase I Preconstruction and Phase II Construction.

1.1.48 “Schedule Update” means any update to the Schedule prepared and submitted by CMAR to Owner concurrently with CMAR’s submission to Owner of a Phase II Construction Price Proposal, a Phase II Construction Price Amendment, or as otherwise required or permitted hereunder.

1.1.49 “Specifications” means the documents prepared by Owner, Engineer, or other consultant of Owner consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.

1.1.50 A “Subcontractor” is a person or entity retained by the CMAR as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The Subcontractor obligations within this Agreement shall also apply to the CMAR for all self-perform trade work.

1.1.51 “Substantial Completion of the Work,” or “Substantially Complete” or a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Work, or a designated portion, for the beneficial use for which it is intended. This date shall be confirmed by a certificate of Substantial Completion signed by the Engineer and CMAR with Owner’s consent. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the CMAR’s control. In addition to and without limiting the generality of the foregoing requirements of this Paragraph 1.1.51, “Substantial Completion” of the Work or a portion of the Work shall not be deemed to have occurred unless and until the Project or a portion thereof is available for beneficial use and satisfies any other requirements set forth in the Phase II Construction Price Amendment.

1.1.52 A “Sub-subcontractor” is a person or entity who has an agreement with a Subcontractor to perform any portion of the Work.

1.1.53 “Work” means the construction and services necessary or incidental to fulfill the CMAR’s obligations for the Project in conformance with this Agreement and the other Contract Documents, including the Preconstruction Phase Services and the Construction Phase Services as set forth in the Scope of Work.

1.1.54 “Worksite” means the location of the Project as identified in Article 1 where the Work is to be performed.

Capitalized terms used herein but not defined herein shall have the meanings given them in the Phase II Construction Price Amendment, General Conditions, and other Contract Documents.

ARTICLE 2 — CMAR Responsibilities

2.1 Phase I Preconstruction Phase Services

2.1.1 Commencement. Preconstruction Phase Services, as described in **Exhibit B** attached hereto, shall commence no later than 7 calendar days following the Owner’s issuance of a Phase I Notice to Proceed in substantially the form of **Exhibit C** attached hereto and incorporated herein by this reference with the appropriate box checked. For the performance of the Preconstruction Phase Services CMAR shall be paid the Preconstruction Phase Services fees in the amount and in the manner set forth in Paragraph 6.1.

2.1.2 Early Work(s) Package(s). If applicable, Early Work(s) Package(s) commenced prior to mutual execution of a Phase II Construction Price Amendment shall be performed and paid for pursuant to **Exhibit D** to this Agreement but otherwise subject to the terms, covenants, and conditions of this Agreement and the other Contract Documents.

2.1.3 Completion. CMAR's Preconstruction Phase Services shall be deemed to have been completed upon mutual execution of a Phase II Construction Price Amendment for the Work, hereto attached as **Exhibit E**, covered by the Construction Phase Services. If the Owner and CMAR are unable to reach a written agreement on a Phase II Construction Price Amendment, the Owner may terminate this Agreement for convenience on 10 business days' written notice to the CMAR in accordance with Paragraph 10.3 of the General Conditions. In the event of such termination for convenience, the CMAR shall be compensated for (1) the portion of the CMAR's Preconstruction or Construction Phase Services, if any, performed to the date of such termination, but the CMAR shall not be entitled to compensation for Work not performed, plus (2) reasonable demobilization costs, if any, which shall include, but not be limited to, reasonable cost(s) incurred by CMAR to break contractual obligations with Subcontractors, Subconsultants, Suppliers, Vendors, and Materialmen entered prior to Subcontractor's receipt of the notice of termination. In such event, the CMAR shall have no obligation to perform the Scope of Work covered by such unexecuted Phase II Construction Price Amendment.

2.2 Construction Phase Services

2.2.1 Commencement. Unless otherwise provided to the contrary elsewhere in this Agreement or the other Contract Documents, CMAR's Construction Phase Services shall commence within 7 days of the Phase II Notice to Proceed.

2.2.2 Self-Perform Work. As part of the CMAR's Construction Phase Services, the CMAR may be entitled to self-perform work on a negotiated basis or competitively bid against the market in accordance with applicable law and Owner approval. Any self-perform Work, whether negotiated or competitively bid, that is approved by the Owner is subject to the terms and conditions of and as identified in **Exhibit B** and the following provisions of this Paragraph 2.2.2.

2.2.2.1 The CMAR may seek to perform portions of the Work itself, other than minor work that may be included in the CMAR's Construction General Conditions Costs, if the CMAR or CMAR team member submits its proposal and is awarded for those portions of Work in the same manner as all other Subcontractors. If the CMAR intends to submit a proposal for such Work, it shall notify Owner prior to soliciting Proposals and all such proposals shall be submitted directly to the Owner in accordance with **Exhibit B**. If the Owner determines that the CMAR's bid or CMAR team member's proposal provides the best value, based on cost and relevant experience for the

Owner, the CMAR or CMAR team member may be awarded that portion of the Work.

2.2.2.2 If a selected Subcontractor defaults in the performance of its Work or fails to execute a subcontract after being selected in accordance with this paragraph, the CMAR may, without advertising, fulfill the contract requirements through selection of an alternate Subcontractor or self-performance, in each case with the Owner's prior written approval. Owner shall be notified in the event of a Subcontractor default or failure to execute the subcontract.

2.2.2.3 Work identified pursuant to Exhibit B and performed directly by the CMAR shall be limited to those work packages specifically agreed upon during prior negotiations with the Owner. For any Work to be performed by the CMAR, bids or requests for proposals shall be submitted to and reviewed by the Owner's Representative, or another neutral party designated by the Owner, to avoid any conflict of interest.

ARTICLE 3 — Owner Responsibilities

3.1 Owner Responsibilities

Owner shall be responsible for providing the information and delivering the materials set forth in Article 3 of the General Conditions.

ARTICLE 4 — Subcontracts and Labor Relations

4.1 Subcontractors

The work not performed by the CMAR with its own forces shall be performed by Subcontractors. All subcontracts shall be issued on a Lump-Sum basis unless the Owner has given prior written approval of a different method of payment to the Subcontractor. Owner may require CMAR to competitively bid subcontracts for services or supplies that are over \$50,000. CMAR may subcontract any services or supplies that are under \$50,000 without the approval or competitive requirement to Subcontractors.

4.2 Labor Relations

4.2.1 Prevailing Wages.

4.2.1.1 Check if applicable: **Applicable laws.** The current prevailing wage rate determinations for public works contracts by the Owner, the Director of the State Department of Labor, and, if federal funding is used for the Project, the current General Wage Determination Decisions, as determined by the US Secretary of Labor, as same may be changed during the term of this Agreement, are incorporated by this reference.

4.2.1.1.1 Check if applicable: **Davis-Bacon.** Should Owner obtain federal funding for the Project, CMAR shall be responsible for ensuring that all subcontracts and Subcontractors fully comply with all applicable requirements of the Davis-Bacon Act, including but not limited to applicable prevailing wage, contractual provisions, and recordkeeping.

4.2.1.1.2 Check if applicable: CMAR shall pay any person performing labor necessary to complete any portion of Work on the Project not less than the highest general prevailing rate of wages. If federal funds are used for the Project, where the minimum rate of pay for any classification differs among city, state, and federal wage rate determinations, the highest rate of pay shall prevail.

4.2.1.1.3 Check if applicable: CMAR shall include, in any contract or subcontract relating to Work on the Project, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed.

4.2.2 Compliance Monitoring. CMAR shall require every subcontract to provide certified payroll reports with respect to all persons performing labor necessary to complete any portion of Work on the Project.

4.2.3 Nondiscrimination / Nonharassment. CMAR shall not engage in any form of discrimination or harassment because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, or any other protected classification against any employee or applicant for employment on the Project.

ARTICLE 5 — Time

5.1 Performance of the Work

5.1.1 Date of Commencement. The Date of Commencement of the Preconstruction Phase Services and Construction Services, as applicable, shall be as set forth in Subparagraph 5.1.1 of the General Conditions. The Work shall proceed in general accordance with the Schedule of Work as such Schedule may be amended from time to time, subject to other provisions of this Agreement. The Schedule is subject to allowable adjustments in the Contract Time as permitted herein or in the other Contract Documents.

5.1.2 Substantial / Final Completion. Unless the Parties agree otherwise, the Date of Substantial Completion and the Date of Final Completion shall be established pursuant to the Phase II Construction Price Amendment, subject to adjustments as provided for in the Contract Documents. If a Phase II Construction

Price is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth via Amendment.

5.1.3 The CMAR shall not knowingly commence the Work before the effective date of insurance to be provided by the CMAR and Owner as required by the Contract Documents.

5.2 Schedule of the Work

5.2.1 Owner will timely review the baseline Schedule submitted by CMAR. If the Owner determines that additional supporting data is necessary to fully evaluate the Schedule, the Owner will request additional supporting data in writing. Such data shall be furnished no later than 14 days after the date of such request. Owner will render a decision promptly and in any case within 14 days after the latter of the receipt of the Schedule update or the deadline for furnishing such additional supporting data. Owner shall review, approve, and/or provide comments in a reasonable time.

5.2.2 Contemporaneously with CMAR's submission of its Phase II Construction Price Proposal in accordance with Phase II Construction Price Amendment, the CMAR shall submit to the Owner and, if directed, the Engineer, a Schedule Update, in compliance with the requirements of this Paragraph 5.2, that shall show the dates on which the CMAR plans to commence and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

5.3 Contract Time, Delays, and Extensions of Time

5.3.1 The Contract Time shall be determined with the execution of Exhibit E – Phase II Construction Price Amendment.

5.3.2 The Contract Time, as it may be modified from time to time in accordance with this Agreement and any other applicable Contract Documents, shall control the determination of liquidated damages payable to CMAR under Paragraph 5.4 and in the determination of any delay under Paragraph 5.3.

5.3.3 The CMAR will include 21 days of severe weather-related delays (ex: Hurricane or 50-year flood event) within the Project Construction Schedule. If the number of severe weather-related delays exceeds 21 days, the CMAR may be entitled to a commensurate extension of time and reimbursement of costs associated with the delay accordance with Article 5 of the General Conditions.

5.3.4 In the event delays to the Work are encountered for any reason, the CMAR shall provide prompt written notice to the Owner of the cause of such delays after CMAR first recognizes the delay. Excusable delays shall be adjusted upon and subject to the terms and conditions of Article 5 of the General Conditions.

5.3.5 A waiver of or failure by the Owner or Owner's Representative to enforce any requirement in this Article 5 hereof or the requirements of Article 5 of the General Conditions, including, without limitation, the requirements in Paragraph 5.3 thereof, in connection with any or all past delays shall not constitute a waiver of, and shall not preclude the Owner or Owner's Representative from enforcing such requirements in connection with any present or future delays.

5.4 Liquidated Damages

5.4.1 Substantial Completion. The Owner and the CMAR agree that this Agreement shall provide for the imposition of liquidated damages for any CMAR delay not excused by Paragraph 5.3 hereof or elsewhere in this Agreement.

5.4.1.1 The CMAR agrees that if the Work of the Project is not Substantially Completed on or before the Substantial Completion Date applicable to the Project or related Bid Package, the CMAR shall pay the Owner as liquidated damages and not as a penalty the sum of \$2500 per day for each day of unexcused delay past the Substantial Completion Date. The liquidated damages provided herein shall be the sole and exclusive remedy for any unexcused delay in the performance of CMAR's obligations hereunder and shall be in lieu of any and all other liability to the Owner for extra costs, losses, expenses, claims, penalties and any other damages of whatever nature (whether actual, compensatory, direct, indirect, special, consequential, punitive, or otherwise) incurred by the Owner and which are caused by any unexcused CMAR delay in timely achieving Substantial Completion on or before the Substantial Completion Date. The Parties acknowledge and agree that it would be extremely difficult, if not impossible, to quantify the economic loss incurred by the Owner as a result of such unexcused delay, that the liquidated damages contemplated herein are reasonable and represent a fair approximation of the economic loss to be incurred by Owner as a result of such unexcused delay, and that such liquidated damages shall be enforceable to the maximum extent permitted under Applicable Law.

ARTICLE 6 — Compensation

6.1 CMAR's Compensation for Preconstruction Phase Services

6.1.1 The Owner shall compensate CMAR for performance of the CMAR's Preconstruction Phase Services outlined in Paragraph 2.1 hereof on the following basis: Lump sum as detailed in Exhibit B. Such compensation shall be based on the direct personnel costs incurred by CMAR and includes the direct salaries of the CMAR's personnel providing Preconstruction Phase Services on the Project and CMAR's customary and mandatory contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions

and, unless otherwise provided, includes all sales, use, consumer, and other taxes mandated by applicable law, and appropriate fee applied to such costs.

6.2 CMAR Compensation for Early Work(s) Package(s)

6.2.1 If the Parties agree to negotiate Early Work Packages, refer to **Exhibit D**. Services performed for Early Works shall be subject to this Agreement and the General Conditions and other provisions of the Contract Documents applicable to the Phase II Construction Services.

6.3 CMAR's Compensation for Construction Phase Services

6.3.1 The Owner shall compensate the CMAR for Work performed and described in a Phase II Construction Price Amendment on the basis of either a Lump-Sum Phase II Construction Price or Guaranteed Maximum Price, in each case as set forth in such Phase II Construction Price Amendment and General Conditions.

6.4 Hourly Rates

6.4.1 Where Work or portions thereof performed by the CMAR for Preconstruction Phase Services is charged on an hourly rate basis, such Work shall be subject to and completed in accordance with the CMAR's hourly rate schedule Exhibit B and shall be inclusive of markup for overhead and profit. A separate hourly rate schedule for Construction Phase Services shall be attached to the Phase II Construction Price Amendment upon Owner's and CMAR's mutual execution of the same and shall be at cost without markup for overhead and profit.

ARTICLE 7 — Changes

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order, Owner Change Directive, and Field Order, in each case in accordance with and subject to the terms and provisions of Article 7 of the General Conditions and any Phase II Construction Price Amendment executed in connection herewith for the Project.

ARTICLE 8 — Payment

Payments for Preconstruction Phase Services shall be made monthly in proportion to services performed unless otherwise agreed, in writing, by Owner and CMAR. Payments are due and payable upon presentation of the CMAR's request for payment. Undisputed Amounts unpaid more than 60 days after the invoice date shall bear interest at the rate of the statutory post judgement interest rate in effect on the date hereof in the state in which the project is Florida.

8.1 Payments for Construction Phase Services performed following the execution of a Phase II Construction Price Amendment for the same shall be made in accordance with such Amendment and the General Conditions.

ARTICLE 9 — Liability

9.1 Waiver of Consequential Damages

Except for (a) damages mutually agreed upon by the Parties as liquidated damages in Paragraph 5.4 hereof, and (b) subject to the following provisions set forth in this Paragraph 9.1, notwithstanding anything else herein to the contrary, the Owner and the CMAR agree to waive all claims against each other for any consequential or other special damages that may arise out of or relate to this agreement. The Owner agrees to waive consequential or other special damages including, but not limited to, the Owner's loss of use of the Project, any rental expenses incurred, loss of tax abatements or credits, cost of substitute facilities or services, cost of purchased or replacement product or claims from customers or suppliers of Owner, loss of income, profit, or revenue related to the Project, as well as the loss of business, opportunity, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation or goodwill and/or insolvency regardless of whether any of the foregoing are found to be direct or indirect. The CMAR agrees to waive consequential damages including, but not limited to, loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation and / or insolvency. The provisions of this paragraph shall also apply to the termination of this Agreement and shall survive such termination.

9.2 CMAR's Limitation of Liability

Except for instances of gross negligence, intentional misconduct, or unlawful conduct, notwithstanding anything else to the contrary contained herein or in the other Contract Documents, the maximum liability, in the aggregate, of the CMAR, its Subcontractors, sureties (if any) and their respective officers, directors, shareholders, employees, agents, successors and assigns to Owner and anyone claiming by, through, or under Owner for any loss, damage, suit, action, liability, claim, or expense caused by, resulting from, or arising out of or relating in any way to this Agreement or the Project from any cause whatsoever, including, without limitation, the negligence, breach of contract, strict liability, express or implied warranty, indemnity, professional errors or omissions, or any other cause arising at law or in equity, shall in all events be limited to and not exceed 125% of the Phase II Construction Price. This limitation has been freely bargained for by the Parties for valuable consideration and shall be enforceable to the maximum extent permitted by applicable law.

9.3 Releases, waivers, and limitations on liability and remedies expressed in the Contract Documents shall apply even in the event of the fault, tort (including negligence), strict liability, breach of contract or warranty, or other basis of liability of the benefited Party, and shall extend to and benefit the Subcontractors, agents,

employees, officers, directors, assignees, affiliates, and vendors and each of their respective Subcontractors, agents, employees, officers, directors, assignees, affiliates, and vendors of each Party.

ARTICLE 10 — Dispute Mitigation and Resolution

10.1 Claims Procedures

Claims procedures are governed by Article 11 of the General Conditions.

10.2 Preconstruction Phase Services

If, during the Preconstruction Phase Services the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) business days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) business days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) days from the date of first discussion, the Parties shall submit such matter to the mediation procedures identified in Paragraph 11.2.2 of the General Conditions as a condition precedent to any judicial forum or voluntary binding alternative dispute resolution proceeding subsequently agreed to by the Parties.

10.3 Construction Phase Services

During the Construction Phase Services, the Parties shall resolve any disputes between them in accordance with the dispute mitigation and resolution procedures selected by them in Article 11 of the General Conditions.

ARTICLE 11 — Miscellaneous Provisions

11.1 Governing Law and Venue

This Agreement shall be governed by the law in effect at the location of the Project. Venue for any action arising out of or related to this Agreement shall lie exclusively in a court of competent jurisdiction in Lake County, Florida.

11.2 Severability

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

11.3 No Waiver of Performance

The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

11.4 Titles and Groupings

The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Owner's Specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs, or the use of headings be construed to limit or alter the meaning of any provisions.

11.5 Joint Drafting

The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

11.6 RESERVED

11.7 Counterparts; Electronic Signatures

This Agreement, the General Conditions, and other Contract Documents may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Facsimile or electronic signatures on this Agreement and/or the other Contract Documents, as applicable, shall be deemed originals for all purposes.

11.8 Attorneys' Fees

In the event of any claim, controversy, or dispute involving this Agreement, the Parties' performance hereunder or interpretation hereof, the substantially prevailing Party in such claim, controversy, or dispute shall be awarded its reasonable attorneys' fees and costs, including attorneys' fees and costs of any associated appeal.

11.9 Exhibits, Schedules, and Addenda

Exhibits, schedules, and addenda bearing on the payment and performance of the Construction Phase Services will be attached to the Phase II Construction Price Amendment for such Construction Phase Services. The following exhibits pertaining to the Preconstruction Phase Services are attached hereto and incorporated herein by this reference:

- Exhibit A General Conditions to Agreement
- Exhibit B CMAR Phase I Preconstruction Scope of Services
- Exhibit C Phase I Notice to Proceed
- Exhibit D Phase I Early Work(S) Package(S) (if applicable)
- Exhibit E Phase II Construction Price Amendment
- Exhibit F Florida Public Entity Addendum

This Agreement is entered into as of the date entered in Article 1.

OWNER:

CITY OF MINNEOLA, FLORIDA

BY:

PRINT NAME _____

PRINT TITLE _____

ATTEST:

Kristine Thompson, City Clerk

CONSTRUCTION MANAGER AT-RISK (CMAR)

VOGEL BROS. BUILDING CO.

BY:

PRINT NAME _____

PRINT TITLE _____

Exhibit A—General Conditions to Agreement

Exhibit B—CMAR Phase I Preconstruction Scope of Services

Exhibit C—Phase I Notice to Proceed

Exhibit D—Phase I Early Work(s) Package(s) (if applicable)

Exhibit E—Phase II Construction Price Amendment

Exhibit F— Florida Public Entity Addendum



AGENDA SUMMARY
Community Redevelopment Agency
June 16, 2026

Agenda Item: 8.

Subject Title: Agreement - Splash Pad Access and Operations - Crooked Can

Objective:

Consider a Request to Approve an Agreement with Crooked Can Brewing Company, LLC and Minneola Land LLC for the Development, Public Access, and Operation of a Splash Pad Facility at 1600 Crooked Can Loop.

Summary:

This agreement is between the City of Minneola, Crooked Can Brewing Company (Operator), and Minneola Land LLC (Landowner) to develop, fund, and operate a public splash pad facility at 1600 Crooked Can Loop, Minneola, FL. The City will provide a financial contribution of \$500,000 to support the design, construction, and equipping of the splash pad, which will serve as a public recreational amenity for residents and visitors.

Key Terms and Benefits:

Public Access: The facility will be open to the general public on a nondiscriminatory basis for at least 350 days per year, seven days a week, from sunrise to sunset, subject to reasonable closures for maintenance, safety, or emergencies. **No Admission Fees:** No admission or user fees will be charged for general public access during required open periods, unless otherwise approved by the City. **Long-Term Public Benefit:** The City receives a 99-year non-exclusive public recreational access easement over the splash pad area, ensuring long-term community benefit. **Operator Responsibilities:** Crooked Can Brewing Company is solely responsible for all operational, maintenance, staffing, repair, and compliance obligations, including:

- Daily cleaning and sanitation
- Maintenance of water quality and equipment
- Compliance with all health, safety, and accessibility laws
- Posting and enforcing facility rules

City Oversight: The City retains rights to inspect the facility, review records, and enforce compliance but does not assume operational or maintenance responsibilities. **Insurance and Indemnification:** The Operator must maintain robust insurance coverage and

indemnify the City against claims related to facility operation, except for the City's sole negligence or willful misconduct.

Financial Safeguards:

The City's \$500,000 contribution is subject to strict reimbursement procedures, including documentation of costs, proof of completion, and compliance with all agreement terms. If the Operator defaults or fails to provide public access, the City may recapture a prorated portion of its contribution over a 10-year forgiveness schedule. The agreement does not create City ownership of the property or facility, nor does it pledge City tax revenues or create City debt.

Exhibits:

- 1. Splash Pad Agreement_Minneola
- 2. CROOKED CAN IWF SHTs 1-5 digital signed
- 3. Sub Lease

Options:

- 1. Approve the request as presented.
- 2. Approve the request with modification.
- 3. Deny the request.

Fiscal Impact:

Not to Exceed \$500,000

P & Z Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends approval of the agreement with City Attorney and City Manager review.

SPLASH PAD PUBLIC ACCESS AND OPERATIONAL AGREEMENT

This Splash Pad Public Access and Operational Agreement (the "Agreement") is made and entered into effective as of the ____ day of _____, 2026 (the "Effective Date"), by and between the **CITY OF MINNEOLA, FLORIDA**, a Florida municipal corporation, whose address is 800 N. U.S. Highway 27, Minneola, Florida 34715 (the "City"), **CROOKED CAN BREWING COMPANY, LLC**, a Florida limited liability company, whose address is 426 W. Plant Street, Winter Garden, Florida 34787 ("Operator"), and **MINNEOLA LAND LLC**, a Florida limited liability company ("Landowner"). The City, Operator, and Landowner may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Landowner owns certain real property located at 1600 Crooked Can Loop, Minneola, Florida 34715, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, Operator leases or otherwise possesses rights to use portions of the Property for operation of the Crooked Can development and the Facility;

WHEREAS, Landowner and Operator desire to permit the Facility to be operated as a public recreational amenity in accordance with this Agreement;

WHEREAS, Operator has constructed, is constructing, or will construct on the Property a recreational splash pad facility, together with related improvements, equipment, utilities, appurtenances, and surrounding areas (collectively, the "Facility");

WHEREAS, the City desires to promote recreation, public health, welfare, and community benefit by ensuring that the Facility is made available for meaningful public access as a recreational amenity serving residents, visitors, and the general public;

WHEREAS, In furtherance of a valid municipal public purpose, the City has agreed to provide a financial contribution in the amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Public Contribution"), subject to the terms, conditions, reimbursement procedures, documentation requirements, verification rights, and recapture provisions set forth herein;

WHEREAS, Operator has agreed to operate, maintain, repair, and make the Facility available for public use in accordance with this Agreement, including minimum public access standards, maintenance obligations, insurance requirements, indemnification obligations, and compliance with applicable law;

WHEREAS, the Parties intend that the public access and operational obligations set forth herein be enforceable against Operator and, to the extent provided herein, Operator's

successors and assigns, and that this Agreement be recorded in the Public Records of Lake County, Florida as a covenant affecting the Property;

WHEREAS, the Parties acknowledge that the Public Recreational Access Easement granted herein constitutes a material portion of the public benefit supporting the City's Public Contribution and the public purpose served by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS; INTERPRETATION

1.1 Definitions.

"Applicable Laws" means all federal, state, county, and local laws, statutes, ordinances, codes, rules, regulations, orders, permits, and approvals applicable to the Property, the Facility, public access to the Facility, or the obligations under this Agreement, including, as applicable, Florida Department of Health rules governing public bathing places and recreational water facilities, the Florida Building Code, fire and life safety codes, accessibility laws, and City ordinances.

"Facility" means the splash pad facility located on the Property, including splash features, pumps, filters, chemical feeders, mechanical systems, water treatment systems, artificial turf, decking, fencing, lighting, utility connections, landscaped or surrounding areas reasonably related to splash pad use, and all related equipment and appurtenances.

"Public Access" means availability of the Facility for use by members of the general public on a nondiscriminatory basis, subject to reasonable safety rules, capacity limitations, weather conditions, temporary closures, and other requirements established in accordance with this Agreement.

"Public Contribution" means the City's contribution in the amount of Five Hundred Thousand Dollars (\$500,000.00), subject to the conditions of this Agreement.

"Term" means the ninety-nine (99) year period beginning on the Effective Date, unless this Agreement is earlier terminated or extended in writing by the Parties.

"Uncured Default" means a default that remains uncured after expiration of the applicable notice and cure period set forth in this Agreement.

1.2 Interpretation. The headings in this Agreement are for convenience only and do not affect interpretation. The term "including" means "including without limitation." References to laws include amendments and successor provisions. In the event of a conflict between this Agreement and an exhibit, the main body of this Agreement controls unless the exhibit expressly states otherwise and is approved in writing by the City.

ARTICLE 2
PUBLIC CONTRIBUTION AND REIMBURSEMENT PROCEDURES

2.1 Amount and Purpose of Public Contribution. Subject to the terms and conditions of this Agreement, the City shall provide the Public Contribution to Operator in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00). The Public Contribution shall be used solely for costs associated with the design, permitting, construction, installation, equipping, and completion of the Facility and related improvements serving the public recreational purpose described in this Agreement.

2.2 Conditions Precedent to Payment. The City shall have no obligation to disburse the Public Contribution unless and until the following conditions have been satisfied, or waived in writing by the City Manager:

- a. Operator has completed the Facility, or the applicable portion of work for which reimbursement is requested, in accordance with all Applicable Laws, permits, plans, inspections, and approvals;
- b. The Facility has passed final inspection by the City Building Official or other applicable reviewing authority, or the City has otherwise confirmed that the improvements for which payment is requested have been satisfactorily completed;
- c. Operator has provided invoices, contractor agreements, lien releases or partial releases, proof of payment, and other documentation reasonably requested by the City to confirm eligible costs;
- d. Operator has provided certificates of insurance and endorsements required by this Agreement;
- e. Operator is not in default under this Agreement; and
- f. This Agreement has been approved by the City Council and executed by the Parties.

2.3 Method of Payment. The City may disburse the Public Contribution in one or more progress reimbursements as work is completed and verified by the City, or as a final reimbursement upon completion of the Facility, as determined by the City Manager.

The City may inspect the Facility and verify completion of work prior to reimbursement.

The City may withhold payment for costs that are unsupported, incomplete, defective, unrelated to the Facility, inconsistent with the public purpose of this Agreement, or otherwise not reasonably acceptable to the City.

The City's review, inspection, or verification of work shall not constitute acceptance of construction means or methods, supervision of the work, or assumption of operational responsibility or liability by the City.

2.4 No Pledge of Ad Valorem Taxation; No City Debt. Nothing in this Agreement shall be construed as creating a general obligation or indebtedness of the City or as pledging the City's

ad valorem taxing power. The City's obligations are limited to funds lawfully appropriated and available for the purposes described herein.

2.5 No City Ownership of Private Property. Except for the public recreational access easement expressly granted in Article 3, the Public Contribution does not convey to the City any fee title, leasehold interest, ownership interest, or possessory interest in the Property or Facility.

ARTICLE 3
PUBLIC RECREATIONAL ACCESS EASEMENT; RETAINED OPERATIONAL CONTROL

3.1 Grant of Easement. Landowner, with the consent and joinder of Operator, hereby grants to the City a non-exclusive public recreational access easement over the portion of the Property containing the Facility, as depicted on Exhibit B, together with reasonable ingress and egress rights for public use of the Facility, for a term of ninety-nine (99) years from the Effective Date.

3.2 Purpose. The easement is granted solely for:

- a. public recreational access
- b. use of the Facility
- c. enforcement of the City's rights under this Agreement.

3.3 Retained Rights of Operator. Operator retains the right to:

- a. Operate the Facility
- b. Maintain and repair the Facility
- c. Control day-to-day operations of the Facility; provided such activities do not materially interfere with the public access rights granted herein.

Landowner retains all ownership rights in the Property not expressly limited by this Agreement.

3.4 No Operational Responsibility of City. The City shall have no obligation to:

- a. Operate the Facility
- b. Maintain or repair the Facility
- c. Supervise or staff the Facility
- d. Provide security, water treatment, inspections, or operational oversight except as expressly stated herein.

Operator shall remain solely responsible for all operational and maintenance obligations under this Agreement.

ARTICLE 4
PUBLIC ACCESS RIGHTS AND REQUIREMENTS

4.1 Public Recreational Amenity. Operator shall operate the Facility as a public recreational amenity and shall make the Facility available for Public Access in a fair, reasonable, and nondiscriminatory manner throughout the Term, subject to the terms of this Agreement.

4.2 Minimum Public Access Standard. Operator shall cause the Facility to be open and operational for public use no fewer than three hundred fifty (350) days per calendar year and no fewer than seven (7) days per week from sunrise to sunset subject to permitted closures under Section 4.4 and casualty or force majeure events under Article 11.

4.3 Nondiscrimination and Accessibility. Operator shall not deny access to or discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability, familial status, marital status, or any other protected classification under Applicable Laws. Operator shall operate the Facility in compliance with applicable accessibility and civil rights laws.

4.4 Permitted Closures. Operator may temporarily close the Facility, or any portion thereof, for routine maintenance, emergency repairs, equipment failure, weather conditions, health or safety concerns, water quality issues, regulatory requirements, or other circumstances that reasonably require closure. Planned closures exceeding two (2) consecutive days, other than emergency closures, require prior written approval of the City Manager or designee, which approval shall not be unreasonably withheld. Operator shall promptly notify the City of any unplanned closure expected to exceed one (1) business day.

4.5 Rules; Capacity; Safety Limits. Operator may establish and enforce reasonable rules for use of the Facility, including capacity limits, conduct requirements, health and safety rules, age or supervision requirements, and temporary access restrictions, provided such rules are consistent with this Agreement, Applicable Laws, and the public access purpose of this Agreement. Operator shall post rules conspicuously at the Facility.

4.6 Fees and Revenue. Unless otherwise approved in writing by the City, Operator shall not charge admission or user fees for general public access to the Facility during the minimum public access periods required by this Agreement. Any special event, reservation, exclusive use, sponsorship, or revenue-generating activity involving the Facility that materially limits Public Access shall require prior written approval of the City Manager and shall not defeat the public purpose or minimum access obligations of this Agreement.

ARTICLE 5
OPERATION, MAINTENANCE, AND REPAIR

5.1 Operator's Operational Responsibility. Operator shall, at its sole cost and expense except as expressly provided otherwise in this Agreement, operate, manage, staff, maintain, repair, and secure the Facility in a safe, sanitary, clean, attractive, and fully operational condition throughout the Term.

5.2 Maintenance Scope. Operator's maintenance obligations include, without limitation, the following:

- a. Daily or routine cleaning and sanitation of splash pad surfaces, decks, turf, and high-touch areas;
- b. Operation, inspection, maintenance, repair, and replacement of splash features, pumps, filters, drains, chemical feeders, controllers, circulation systems, and related equipment;
- c. Maintenance of water treatment and water quality systems in compliance with Applicable Laws;
- d. Maintenance of artificial turf, landscaped areas, fencing, gates, lighting, signage, and surrounding areas associated with the Facility;
- e. Prompt removal of trash, junk, debris, and unsightly materials and placement of waste in appropriate containers;
- f. Routine inspection for hazards, damage, malfunction, vandalism, and unsafe conditions; and
- g. Timely repair or mitigation of conditions that could affect public health, safety, or access.

5.3 Standard of Maintenance. Operator shall maintain the Facility and surrounding area in a condition substantially equal to or better than the condition existing at final inspection by the City Building Official, ordinary wear and tear excepted. Operator shall not permit the Facility to deteriorate in a manner that materially impairs safety, sanitation, appearance, functionality, or Public Access.

5.4 Water Quality; Health Compliance. Operator shall comply with all water quality, sanitation, testing, reporting, and operational requirements imposed by the Florida Department of Health, any local health authority, and all other Regulatory Agencies having jurisdiction. Operator shall maintain water quality logs, chemical treatment logs, inspection reports, maintenance records, and incident records and shall make such records available to the City upon request.

5.5 Permits and Regulatory Approvals. Operator shall obtain, maintain, and comply with all permits, approvals, licenses, inspections, and certifications required to construct, operate, and maintain the Facility. Operator shall promptly provide the City with copies of any notice of violation, inspection deficiency, enforcement action, permit suspension, or other material regulatory communication relating to the Facility.

5.6 Hazardous Materials and Chemical Safety. Operator shall store, handle, use, and dispose of all chemicals, including chlorine and other water treatment chemicals, in compliance with manufacturer instructions, safety data sheets, OSHA requirements, fire code requirements, and all Applicable Laws. Chemicals shall be secured from public access and stored in properly labeled and appropriate areas. Operator shall maintain spill response procedures and shall promptly report to the City any spill, release, exposure, or hazardous condition that materially affects, or could materially affect, public health, safety, or the environment.

ARTICLE 6 INSURANCE; INDEMNIFICATION; RISK ALLOCATION

6.1 Required Insurance.

Throughout the Term, Operator shall procure and maintain, at its sole cost, insurance from insurers authorized to do business in Florida and reasonably acceptable to the City, including at minimum:

- a. Commercial General Liability insurance on an occurrence basis with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, including premises/operations, contractual liability, bodily injury, property damage, and coverage applicable to recreational water facility or splash pad operations, including bodily injury, illness, contamination, and waterborne exposure claims to the extent commercially available;
- b. Workers' Compensation insurance as required by Florida law, and Employer's Liability coverage with limits not less than Five Hundred Thousand Dollars (\$500,000.00);
- c. Automobile Liability insurance for owned, hired, and non-owned vehicles if vehicles are used in connection with the Facility;
- d. Property insurance for property, equipment, and improvements owned, operated, or maintained by Operator, as Operator deems appropriate; and
- e. Such additional insurance as the City may reasonably require based on the nature of Facility operations, special events, programming, or changed circumstances.

6.2 Additional Insured; Primary Coverage. The City, Landowner, and their respective officers, elected and appointed officials, employees, agents, and representatives shall be named as additional insureds on Operator's commercial general liability policy and any umbrella or excess policy, using endorsements acceptable to the City. Operator's insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City.

6.3 Certificates and Endorsements. Prior to payment of the Public Contribution and thereafter upon renewal, Operator shall provide certificates of insurance and required endorsements evidencing compliance with this Agreement. Failure to maintain required insurance or to provide proof of insurance upon request constitutes a material default.

6.4 Indemnification by Operator. To the fullest extent permitted by law, Operator shall indemnify, defend, and hold harmless the City and its officers, officials, employees, agents, and representatives from and against any and all claims, demands, actions, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or relating to:

- a. The design, construction, operation, maintenance, repair, condition, use, or closure of the Facility;
- b. Any act or omission of Operator or Operator's officers, employees, contractors, subcontractors, invitees, agents, or representatives;
- c. Any bodily injury, death, illness, disease, property damage, or other loss occurring at or relating to the Facility, except to the extent caused by the City's sole negligence or willful misconduct;
- d. Any violation of Applicable Laws by Operator or Operator's contractors or agents;
- e. Any breach or default by Operator under this Agreement; and
- f. Any claim relating to water quality, contamination, bacterial exposure, chemical exposure, or waterborne illness arising from operation of the Facility.

6.5 Sovereign Immunity Preserved. Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or the limitations of liability set forth in Section 768.28, Florida Statutes. Nothing herein shall extend the City's liability beyond the limits established by law or create liability for the City where none otherwise exists.

6.6 No City Operational Liability or Ownership Assumption. Operator acknowledges that the City does not own, operate, control, maintain, or supervise the Facility by virtue of this Agreement or the Public Contribution, except to the limited extent of the City's inspection, enforcement, and public oversight rights expressly provided herein. Operator remains solely responsible for day-to-day operation, maintenance, safety, and compliance of the Facility.

The Parties acknowledge that the City is not the operator, manager, possessor, occupier, or controller of the Facility for purposes of premises liability, public accommodation operations, health regulations, or recreational water facility operations. The City's inspection, oversight, approval, or enforcement rights under this Agreement are governmental and contractual in nature only and shall not create any duty of care owed by the City to Operator or third parties.

ARTICLE 7
PUBLIC CONTRIBUTION RECAPTURE; CONTINUING OBLIGATIONS

7.1 Recapture Events. A recapture event occurs if, during the Term, any of the following occur and remain uncured after applicable notice and cure periods:

- a. The Facility ceases operation for reasons other than permitted closures, casualty, force majeure, or City-approved closure;
- b. Operator materially reduces, restricts, or eliminates Public Access in violation of this Agreement;
- c. Operator sells, transfers, conveys, or assigns ownership or operational control of the Property or Facility without requiring the transferee to assume the obligations of this Agreement in a form reasonably acceptable to the City;
- d. Operator fails to maintain the Facility in a safe, sanitary, and operational condition sufficient to support the public purpose of this Agreement;
- e. Operator ceases to do business at the Property in a manner that results in closure or discontinuation of the Facility; or
- f. Operator otherwise materially defaults under this Agreement in a manner that substantially defeats the public purpose of the Public Contribution.

7.2 Prorated Repayment. Upon a recapture event, the City may require Operator to repay the unforgiven portion of the Public Contribution actually disbursed by the City. The Public Contribution shall be forgiven on a straight-line basis over ten (10) years from the Effective Date, with one-tenth (1/10) forgiven for each full year of material compliance. The repayment amount shall equal the unforgiven portion of the Public Contribution actually disbursed by the City at the time of the recapture event.

7.3 Repayment Due Date. Any amount due under this Article shall be paid to the City within thirty (30) days after written demand unless the Parties agree in writing to an alternative payment schedule. The City may pursue all remedies available at law or in equity to collect unpaid amounts.

7.4 No Limitation on Other Remedies. The recapture remedy is cumulative and does not limit the City's right to seek injunctive relief, specific performance, damages, or any other remedy available under this Agreement or Applicable Laws.

ARTICLE 8
DEFAULT; ENFORCEMENT; REMEDIES

8.1 Operator Default. Operator shall be in default if Operator fails to perform any material obligation under this Agreement, including failure to provide Public Access, failure to maintain or operate the Facility as required, failure to maintain insurance, failure to comply with Applicable Laws, failure to provide required documentation, or failure to repay amounts due under Article 7.

8.2 Notice and Cure. Except in cases involving imminent threats to public health, safety, or welfare, the City shall provide written notice of default and Operator shall have thirty (30) days to cure. If the default cannot reasonably be cured within thirty (30) days, Operator shall not be deemed in default if Operator commences cure within such period and diligently pursues completion, provided public health, safety, and Public Access are not materially compromised. Defaults involving failure to maintain insurance, unsafe conditions, or regulatory violations may require shorter cure periods as reasonably determined by the City.

8.3 City Remedies. Upon an uncured default, the City may exercise any one or more of the following remedies:

- a. Require repayment of the unforgiven portion of the Public Contribution;
- b. Seek injunctive relief or specific performance to enforce Public Access, maintenance, insurance, reporting, or covenant obligations;
- c. Suspend further payment obligations, if any;
- d. Record a notice of default in the Public Records of Lake County, Florida; and
- e. Exercise any other remedy available at law or in equity.

8.4 Emergency Authority. If the City reasonably determines that the condition or operation of the Facility presents an imminent threat to public health, safety, or welfare, the City may direct Operator to immediately close the Facility or take corrective action. Operator shall comply promptly with such direction. The City's exercise of emergency authority does not create operational responsibility for the City.

ARTICLE 9
TERM; RECORDING; COVENANT RUNNING WITH THE LAND

9.1 Term. This Agreement shall commence on the Effective Date and remain in effect for ninety-nine (99) years, unless earlier terminated in accordance with this Agreement or extended by written agreement of the Parties.

9.2 Recording. This Agreement, or a memorandum of this Agreement in a form approved by the City Attorney, shall be recorded in the Public Records of Lake County, Florida at Operator's expense, unless the City elects to pay recording costs.

9.3 Covenant Running with the Land. The obligations relating to Public Access, operation, maintenance, recapture, insurance, indemnification, and compliance are intended to touch and concern the Property and shall constitute covenants running with the land to the fullest extent permitted by law. This Agreement shall bind Landowner, Operator, and their respective successors and assigns, including any future owner, tenant, operator, or party acquiring an interest in the Property or Facility, provided that personal liability for obligations arising before transfer shall remain with the transferring Operator unless released in writing by the City.

9.4 Transfer; Assumption. Operator or Landowner shall not transfer the Property or Facility, or any interest materially affecting the Facility, unless the transferee assumes the obligations of this Agreement in writing in a form reasonably acceptable to the City. Any transfer without such assumption shall constitute a material default.

9.5 Release upon Expiration. Upon expiration of the Term and satisfaction of all obligations then due, the City shall, upon request, execute a recordable release or termination of the recorded covenant, in a form approved by the City Attorney.

ARTICLE 10 REPORTING; INSPECTION; RECORDS

10.1 Documentation of Costs. Operator shall provide the City all invoices, proof of payment, contractor agreements, and related documentation reasonably requested by the City regarding the design, construction, installation, and equipping of the Facility and the use of the Public Contribution.

10.2 Operational Records. Operator shall maintain complete and accurate records relating to Facility operations, maintenance, water quality testing, inspections, closures, incidents, repairs, insurance claims, injuries, regulatory compliance, and any other records reasonably related to the operation or maintenance of the Facility.

Such records shall be retained for not less than seven (7) years after creation, or for such longer period as may be required by applicable law, public records retention schedules, audit requirements, litigation holds, insurance requirements, or written request of the City.

10.3 City Inspection Rights. The City may inspect the Facility and review related records upon reasonable notice during normal business hours, and without advance notice in the event of emergency, suspected unsafe condition, or regulatory concern. City inspections are for municipal oversight and enforcement only and shall not relieve Operator of any obligation or liability under this Agreement.

10.4 Annual Certification. Upon request by the City, Operator shall provide an annual written certification confirming that the Facility remains operational, insurance is in effect, permits are current, required Public Access has been provided, and Operator is in material compliance with this Agreement.

ARTICLE 11 CASUALTY; FORCE MAJEURE

11.1 Casualty. If the Facility is damaged or destroyed by fire, hurricane, flood, vandalism, casualty, or other event, Operator shall promptly notify the City and use commercially reasonable efforts to repair and restore the Facility, subject to insurance proceeds, permitting, and practical feasibility. A closure caused by casualty shall not constitute a default if Operator diligently pursues restoration and keeps the City reasonably informed.

11.2 Force Majeure. Neither Party shall be liable for delay or failure to perform to the extent caused by acts of God, hurricanes, floods, fires, epidemics, war, terrorism, civil unrest, labor disputes not limited to the affected Party's workforce, governmental orders, supply shortages, or other events beyond the reasonable control of the affected Party. Financial inability alone shall not constitute force majeure.

11.3 Extended Closure. If the Facility remains closed for more than one hundred eighty (180) consecutive days due to casualty or force majeure, the Parties shall confer in good faith regarding restoration, modification, repayment, or termination, taking into account the remaining Term, available insurance proceeds, public purpose, and the extent to which Operator has performed its obligations.

ARTICLE 12 GENERAL PROVISIONS

12.1 Independent Status. Operator is an independent entity and is not an agent, employee, representative, partner, or joint venture of the City. Operator has no authority to bind the City or incur obligations on behalf of the City.

12.2 Assignment. Except for transfers governed by Article 9, Operator or Landowner shall not assign this Agreement or delegate its obligations without prior written consent of the City, which may be withheld in the City's reasonable discretion. Any approved assignee shall assume all obligations under this Agreement.

12.3 Notices. All notices under this Agreement shall be in writing and delivered by hand delivery, certified mail, nationally recognized overnight courier, or email with confirmation of receipt to the addresses stated in the introductory paragraph, or to such other address as a Party may designate in writing.

12.4 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall lie in the state courts located in Lake County, Florida, unless exclusive federal jurisdiction applies.

12.5 Attorneys' Fees. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, including appellate fees and costs, to the extent permitted by law and subject to Section 768.28, Florida Statutes.

12.6 Amendment. This Agreement may be amended only by a written instrument executed by the Parties with the same formality as this Agreement.

12.7 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

12.8 No Waiver. No waiver shall be effective unless in writing. A waiver of one breach shall not constitute a waiver of any other or subsequent breach.

12.9 Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between the Parties regarding the Facility and supersedes all prior negotiations, understandings, or agreements on the same subject matter.

12.10 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original. Signatures transmitted electronically or by PDF shall be deemed originals for all purposes.

12.11 Authority. Each person signing this Agreement represents that he or she has authority to bind the Party on whose behalf the signature is made.

12.12 Limited Obligations of Landowner. Except for obligations expressly assumed herein relating to the easement, covenant, ownership of the Property, and transfer restrictions, Landowner shall have no obligation relating to operation, maintenance, staffing, management, supervision, repair, water quality compliance, insurance procurement, or day-to-day activities relating to the Facility unless expressly assumed in writing.

12.13 No Landlord-Tenant Relationship. This Agreement grants a limited public recreational access easement only and does not create a landlord-tenant relationship, leasehold estate, possessory tenancy, or exclusive right of possession in favor of the City.

ARTICLE 13 CITY OF MINNEOLA PUBLIC ENTITY ADDENDUM

The provisions of this Article are incorporated into this Agreement and shall control in the event of a conflict with any other provision.

13.1 Public Records Compliance. Operator shall comply with all applicable provisions of Chapter 119, Florida Statutes, including Section 119.0701, Florida Statutes. Operator shall:

- a. Keep and maintain public records required by the City to perform the services or obligations under this Agreement;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- d. Meet all requirements for retaining public records and, upon termination of this Agreement, transfer to the City at no cost all public records in Operator's possession or keep and maintain public records required by the City to perform the obligations under this Agreement; and
- e. If Operator transfers public records to the City upon termination, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Operator keeps and maintains public records upon termination, Operator shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the City, upon request, in a format compatible with the City's information technology systems.

IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, CUSTODIAN OF PUBLIC RECORDS, AT:

City of Minneola
800 N. U.S. Highway 27
Minneola, Florida 34715
Phone: (352) 394-3598

13.2 E-Verify. Operator shall comply with Section 448.095, Florida Statutes. Operator shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Operator shall require any subcontractor performing work under this Agreement to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply with this section constitutes grounds for termination as provided by law.

13.3 Public Entity Crimes. Operator certifies that it is not on the convicted vendor list for a public entity crime and is not prohibited from submitting a bid, proposal, or reply on a contract with a public entity or from transacting business with a public entity pursuant to Section 287.133, Florida Statutes.

13.4 Scrutinized Companies. Operator and Landowner certify, to the extent applicable, that it is not on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it is not engaged in a boycott of Israel, as provided in Section 287.135, Florida Statutes. Parties shall notify the City if this certification becomes inaccurate during the Term. Violation of this provision may result in termination as authorized by law.

13.5 Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the City's sovereign immunity or the limitations of liability set forth in Section 768.28, Florida Statutes. No provision of this Agreement shall be construed to extend the City's liability beyond the limits established by law.

13.6 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and does not create rights in favor of any third party, except as otherwise expressly required by law.

13.7 Nondiscrimination. Operator shall not discriminate against any employee, applicant, patron, or member of the public on the basis of race, color, religion, sex, national origin, age, disability, familial status, marital status, or any other protected classification under Applicable Laws.

13.8 Compliance with Laws. Operator shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, permits, and orders in performing its obligations under this Agreement.

13.9 Audit and Records. Operator shall maintain books, records, documents, and other evidence directly related to performance under this Agreement and shall make such records available for inspection, audit, and copying by the City or its authorized representatives upon reasonable notice, subject to Applicable Laws.

13.10 Conflict of Interest. Operator represents that it has no conflict of interest that would impair its ability to perform under this Agreement and shall disclose to the City any potential conflict of interest that arises during the Term.

13.11 Human Trafficking Affidavit. If required by Section 787.06, Florida Statutes, or any successor law, Operator shall provide an affidavit, under penalty of perjury, attesting that Operator does not use coercion for labor or services as defined in such statute.

IN WITNESS WHEREOF, the Parties have executed this Splash Pad Public Access and Operational Agreement as of the Effective Date.

CITY OF MINNEOLA, FLORIDA, a Florida
municipal corporation

By: _____

ATTEST:

Kristine Thompson, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Scott A. Gerken, City Attorney

CROOKED CAN BREWING COMPANY,
LLC,
a Florida limited liability company

By: _____

Name: _____

Title: Manager

Witness 1: _____

Print Name: _____

Witness 2: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2026, by _____, as Manager of CROOKED CAN BREWING COMPANY, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

MINNEOLA LAND LLC, a Florida limited liability company

Minneola Land LLC joins in this Agreement solely for purposes of: (a) consenting to and granting the Public Recreational Access Easement; (b) acknowledging the covenants running with the land; (c) agreeing that its interest in the Property shall remain subject to this Agreement; and (d) agreeing to the obligations expressly applicable to Landowner herein.

By: _____
Kevin Skorman, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2026, by Kevin Skorman, as Manager of MINNEOLA LAND LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

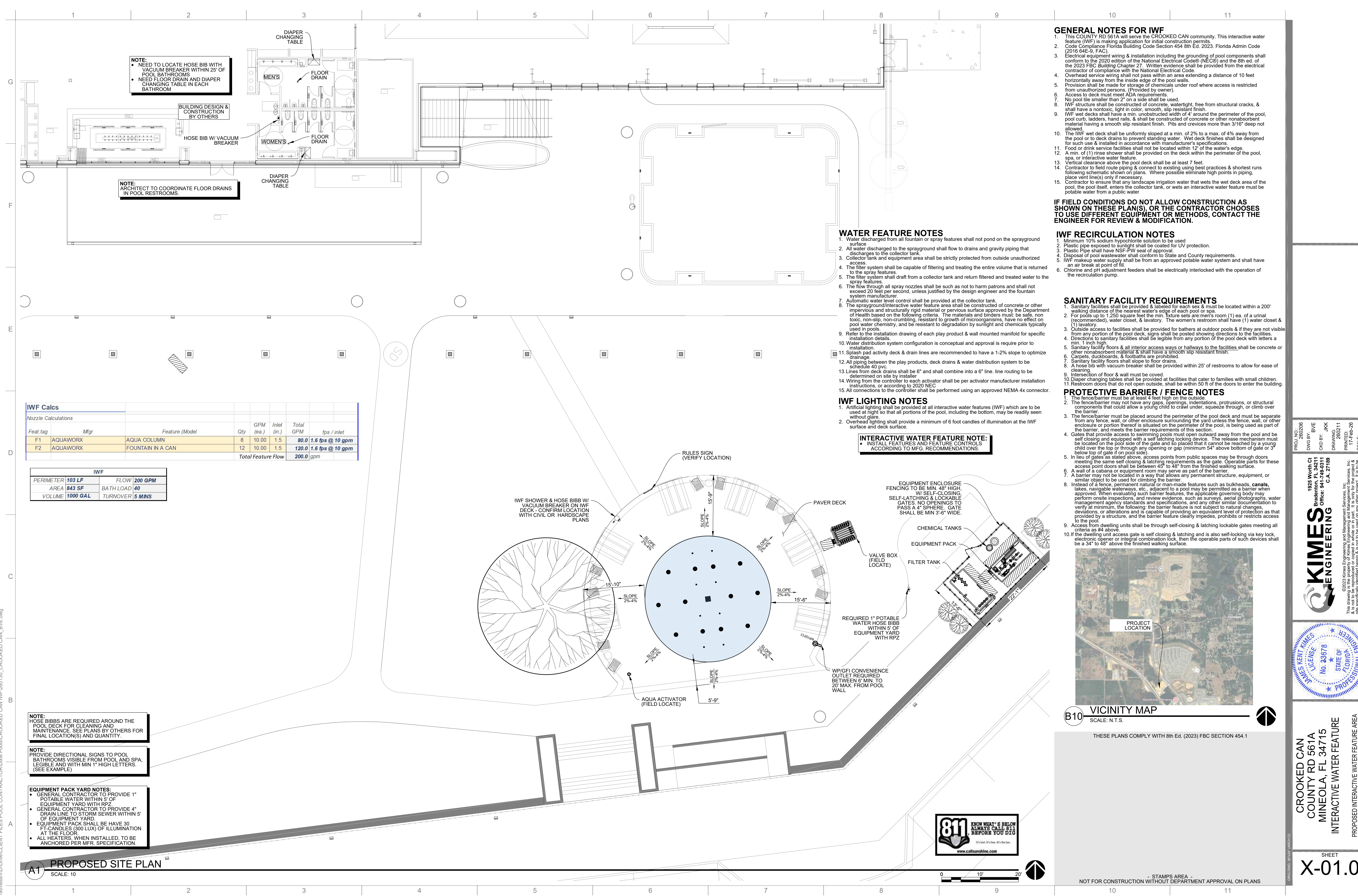
EXHIBIT A
PROPERTY DESCRIPTION

Address: 1600 Crooked Can Loop, Minneola, Florida 34715.

The following legal description may be revised or replaced prior to execution based on title or survey confirmation:

FROM AT THE NORTHWEST CORNER OF SECTION 4 TOWNSHIP 22 SOUTH RANGE 26 EAST RUN 89-27-26 EAST ALONG THE NORTH LINE 339.11 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH HANCOCK ROAD RUN SOUTH 42-32-53 EAST ALONG SAID RIGHT OF WAY LINE 448.93 FEET FOR POINT OF BEGINNING, THENCE RUN SOUTH 51-44-06 WEST 1082.30 FEET TO A POINT LYING ON THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 91, SUNSHINE STATE PARKWAY AND POINT A, RETURN TO POINT OF BEGINNING, RUN SOUTH 42-32-53 EAST ALONG SAID WESTERLY RIGHT OF WAY LINE 386.73 FEET, SOUTH 51-14-51 WEST 1131.02 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SUNSHINE STATE PARKWAY, THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT A, LAND BEING IN PART OF SECTIONS 4 AND 5 TOWNSHIP 22 SOUTH RANGE 26 EAST ORB 5833 PG 893.

EXHIBIT B



NOTE:
 • NEED TO LOCATE HOSE BIB WITH VACUUM BREAKER WITHIN 25' OF POOL BATHROOMS
 • NEED FLOOR DRAIN AND DIAPER CHANGING TABLE IN EACH BATHROOM

NOTE:
 ARCHITECT TO COORDINATE FLOOR DRAINS IN POOL RESTROOMS

WATER FEATURE NOTES

- Water discharged from all fountain or spray features shall not pond on the sprayground surface
- All water discharged to the sprayground shall flow to drains and gravity piping that discharges to the collector tank.
- Collector tank and equipment area shall be strictly protected from outside unauthorized access.
- The filter system shall be capable of filtering and treating the entire volume that is returned to the spray features.
- The flow through all spray nozzles shall be such as not to harm patrons and shall not exceed 20 feet per second, unless justified by the design engineer and the fountain system manufacturer.
- Automatic water level control shall be provided at the collector tank.
- The sprayground/interactive water feature area shall be constructed of concrete or other impervious and structurally rigid material or pervious surface approved by the Department of Health based on the following criteria. The materials and binders must be safe, non-toxic, non-slip, non-crumbing, resistant to growth of microorganisms, have no effect on pool water chemistry, and be resistant to degradation by sunlight and chemicals typically used in pools.
- Refer to the installation drawing of each play product & wall mounted manifold for specific installation details.
- Water distribution system configuration is conceptual and approval is required prior to installation.
- Splash pad activity deck & drain lines are recommended to have a 1-2% slope to optimize drainage.
- All piping between the play products, deck drains & water distribution system to be schedule 40 pvc.
- Lines from deck drains shall be 6" and shall combine into a 6" line. Line routing to be determined on site by installer.
- Wiring from the controller to each activator shall be per activator manufacturer installation instructions, or according to 2020 NEC.
- All connections to the controller shall be performed using an approved NEMA 4x connector.

IWF LIGHTING NOTES

- Artificial lighting shall be provided at all interactive water features (IWF) which are to be used at night so that all portions of the pool, including the bottom, may be readily seen without glare.
- Overhead lighting shall provide a minimum of 6 foot candles of illumination at the IWF surface and deck surface.

INTERACTIVE WATER FEATURE NOTE:
 • INSTALL FEATURES AND FEATURE CONTROLS ACCORDING TO MFG. RECOMMENDATIONS.

IWF Calcs

| Feat.Tag | Mfgr | Feature (Model) | Qty | GPM (ea.) | Inlet (m.) | Total GPM | fps / inlet |
|---------------------------|----------|-------------------|-----|-----------|------------|------------------|------------------|
| F1 | AQUAWORX | AQUA COLUMN | 8 | 10.00 | 1.5 | 80.0 | 1.6 fps @ 10 gpm |
| F2 | AQUAWORX | FOUNTAIN IN A CAN | 12 | 10.00 | 1.5 | 120.0 | 1.6 fps @ 10 gpm |
| Total Feature Flow | | | | | | 200.0 gpm | |

IWF

| | | | |
|-----------|----------|-----------|---------|
| PERIMETER | 103 LF | FLOW | 200 GPM |
| AREA | 843 SF | BATH LOAD | 40 |
| VOLUME | 1000 GAL | TURNOVER | 5 MINS |

NOTE:
 HOSE BIBBS ARE REQUIRED AROUND THE POOL DECK FOR CLEANING AND MAINTENANCE. SEE PLANS BY OTHERS FOR FINAL LOCATION(S) AND QUANTITY.

NOTE:
 PROVIDE DIRECTIONAL SIGNS TO POOL BATHROOMS VISIBLE FROM POOL AND SPA. LEGIBLE AND WITH MIN 1" HIGH LETTERS. (SEE EXAMPLE)

EQUIPMENT PACK YARD NOTES:
 • GENERAL CONTRACTOR TO PROVIDE 1" POTABLE WATER WITHIN 5' OF EQUIPMENT YARD WITH RPZ
 • GENERAL CONTRACTOR TO PROVIDE 4" DRAIN LINE TO STORM SEWER WITHIN 5' OF EQUIPMENT YARD.
 • EQUIPMENT PACK SHALL BE HAVE 30 FT-CANDLES (300 LUX) OF ILLUMINATION AT THE FLOOR.
 • ALL HEATERS, WHEN INSTALLED, TO BE ANCHORED PER MFR. SPECIFICATION.

PROPOSED SITE PLAN
 SCALE: 10

GENERAL NOTES FOR IWF

- This COUNTY RD 561A will serve the CROOKED CAN community. This interactive water feature (IWF) is making application for initial construction permits.
- Code Compliance Florida Building Code Section 454 8th Ed. 2023, Florida Admin Code (2016 64E-9, FAC).
- Electrical equipment wiring & installation including the grounding of pool components shall conform to the 2020 edition of the National Electrical Code® (NEC®) and the 8th ed. of the 2023 FBC Building Chapter 27. Written evidence shall be provided from the electrical contractor of compliance with the National Electrical Code.
- Overhead service wiring shall not pass within an area extending a distance of 10 feet horizontally away from the inside edge of the pool walls.
- Provision shall be made for storage of chemicals under roof where access is restricted from unauthorized persons. (Provided by owner).
- Access to deck must meet ADA requirements.
- No pool tile smaller than 2" on a side shall be used.
- IWF structure shall be constructed of concrete, watertight, free from structural cracks, & shall have a nontoxic, light in color, smooth, slip resistant finish.
- IWF wet decks shall have a min. unobstructed width of 4' around the perimeter of the pool, pool curb, ladders, hand rails, & shall be constructed of concrete or other nonabsorbent material having a smooth slip resistant finish. Pits and crevices more than 3/16" deep not allowed.
- The IWF wet deck shall be uniformly sloped at a min. of 2% to a max. of 4% away from the pool or to deck drains to prevent standing water. Wet deck finishes shall be designed for such use & installed in accordance with manufacturer's specifications.
- Food or drink service facilities shall not be located within 12' of the water's edge.
- A min. of (1) rinse shower shall be provided on the deck within the perimeter of the pool, spa, or interactive water feature.
- Vertical clearance above the pool deck shall be at least 7 feet.
- Contractor to field route piping & connect to existing using best practices & shortest runs following schematic shown on plans. Where possible eliminate high points in piping.
- Contractor to ensure that any landscape irrigation water that wets the wet deck area of the pool, the pool itself, enters the collector tank, or wets an interactive water feature must be potable water from a public water.

IF FIELD CONDITIONS DO NOT ALLOW CONSTRUCTION AS SHOWN ON THESE PLAN(S), OR THE CONTRACTOR CHOOSES TO USE DIFFERENT EQUIPMENT OR METHODS, CONTACT THE ENGINEER FOR REVIEW & MODIFICATION.

IWF RECIRCULATION NOTES

- Minimum 10% sodium hypochlorite solution to be used
- Plastic pipe exposed to sunlight shall be coated for UV protection.
- Plastic Pipe shall have NSF-PW seal of approval.
- Disposal of pool wastewater shall conform to State and County requirements.
- IWF makeup water supply shall be from an approved potable water system and shall have an air break at point of fill.
- Chlorine and pH adjustment feeders shall be electrically interlocked with the operation of the recirculation pump.

SANITARY FACILITY REQUIREMENTS

- Sanitary facilities shall be provided & labeled for each sex & must be located within a 200' walking distance of the nearest water's edge of each pool or spa.
- For pools up to 1,250 square feet the min. fixture sets are men's room (1) ea. of a urinal (recommended), water closet, & lavatory. The women's restroom shall have (1) water closet & (1) lavatory.
- Outside access to facilities shall be provided for bathers at outdoor pools & if they are not visible from any portion of the pool deck, signs shall be posted showing directions to the facilities, a min. 1 inch high.
- Directions to sanitary facilities shall be legible from any portion of the pool deck with letters a min. 1 inch high.
- Sanitary facility floors & all interior access ways or hallways to the facilities shall be concrete or other nonabsorbent material & shall have a smooth slip resistant finish.
- Carpets, duckboards, & footbaths are prohibited.
- Sanitary facility floors shall slope to floor drains.
- A hose bib with vacuum breaker shall be provided within 25' of restrooms to allow for ease of cleaning.
- Intersection of floor & wall must be covered.
- Diaper changing tables shall be provided at facilities that cater to families with small children.
- Restroom doors that do not open outside, shall be within 50 ft of the doors to enter the building.

PROTECTIVE BARRIER / FENCE NOTES

- The fence/barrier must be at least 4 feet high on the outside.
- The fence/barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to crawl under, squeeze through, or climb over the barrier.
- The fence/barrier must be placed around the perimeter of the pool deck and must be separate from any fence, wall, or other enclosure surrounding the yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, is being used as part of the barrier, and meets the barrier requirements of this section.
- Gates that provide access to swimming pools must open outward away from the pool and be self-closing and equipped with a self-latching locking device. The release mechanism must be located on the pool side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap (minimum 54" above bottom of gate or 3' below top of gate if on pool side).
- In lieu of gates as stated above, access points from public spaces may be through doors meeting the same self-closing & latching requirements as the gate. Operable parts of these access point doors shall be between 48" to 48" from the finished walking surface.
- A wall of a cabana or equipment room may serve as part of the barrier.
- A barrier may not be located in a way that allows any permanent structure, equipment, or similar object to be used for climbing the barrier.
- Instead of a fence, permanent natural or man-made features such as bulkheads, canals, lakes, navigable waterways, etc., adjacent to a pool may be permitted as a barrier when approved. When evaluating such barrier features, the applicable governing body may perform onsite inspections, and review evidence, such as surveys, aerial photographs, water management agency standards and specifications, and any other similar documentation to verify at minimum, the following: the barrier feature is not subject to natural changes, deviations, or alterations and is capable of providing an equivalent level of protection as that provided by a structure, and the barrier feature clearly impedes, prohibits or restricts access to the pool.
- Access from dwelling units shall be through self-closing & latching lockable gates meeting all criteria as #4 above.
- If the dwelling unit access gate is self-closing & latching and is also self-locking via key lock, electronic opener or integral combination lock, then the operable parts of such devices shall be a 34" to 48" above the finished walking surface.

VICINITY MAP
 SCALE: N.T.S.

THESE PLANS COMPLY WITH 8th Ed. (2023) FBC SECTION 454.1

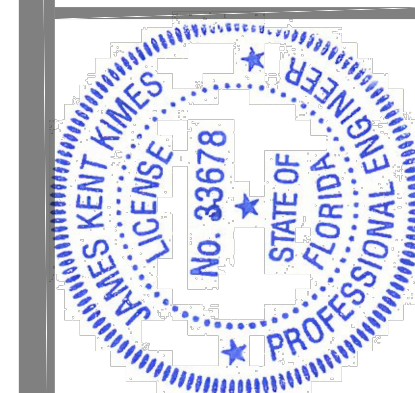


PROJ. NO.: 260206
 DWG BY: BVE
 CDD BY: JJK
 DRAWING: 260211
 PRINTED: 17-FEB-26
 AS NOTED

1925 Worth Ct
 Bradenton, FL 34211
 Office: 941-749-3311
 CA: 2788

KIMES ENGINEERING

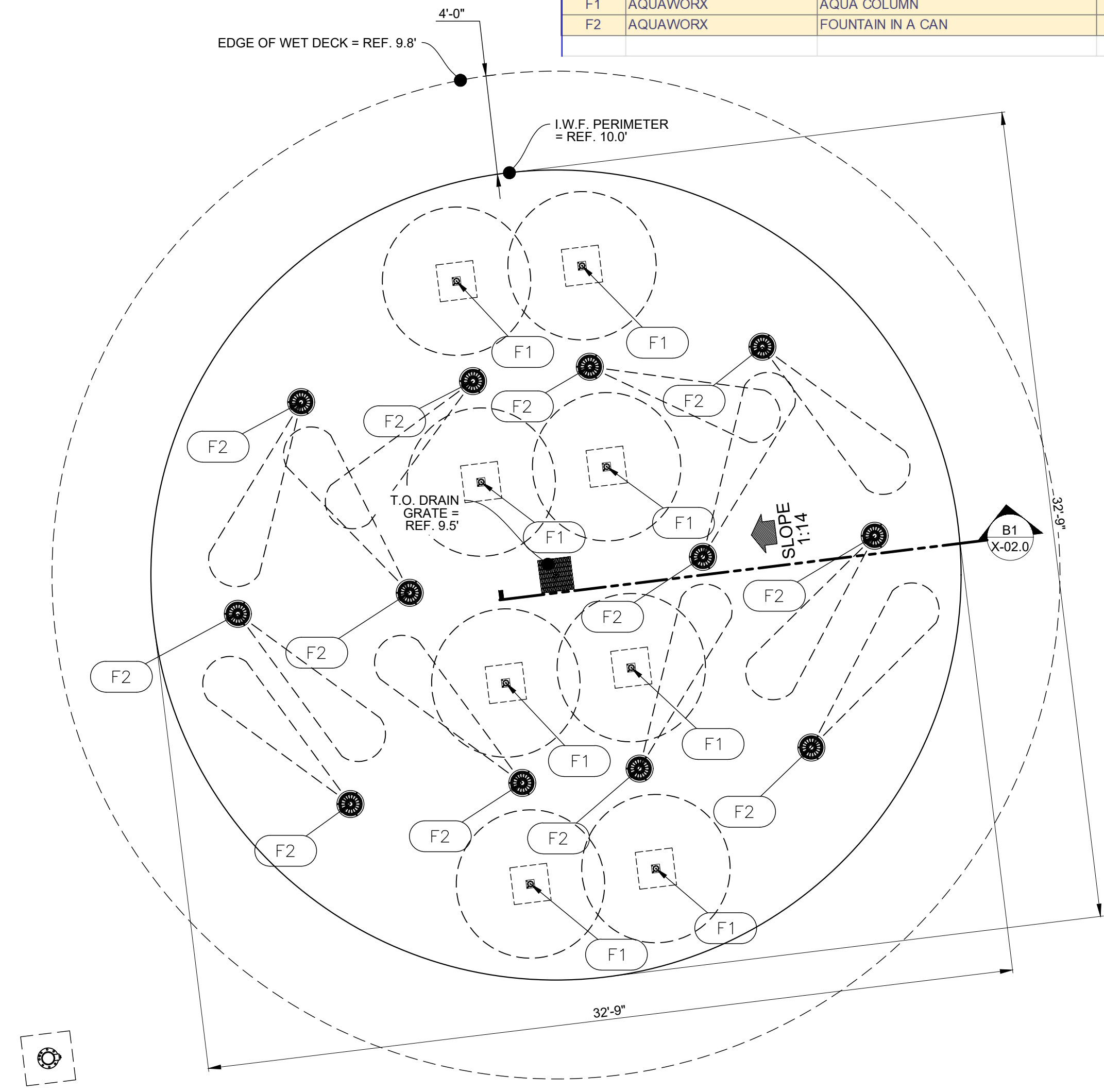
2024 State Professional Engineer Seal: State of Florida, License No. 33878
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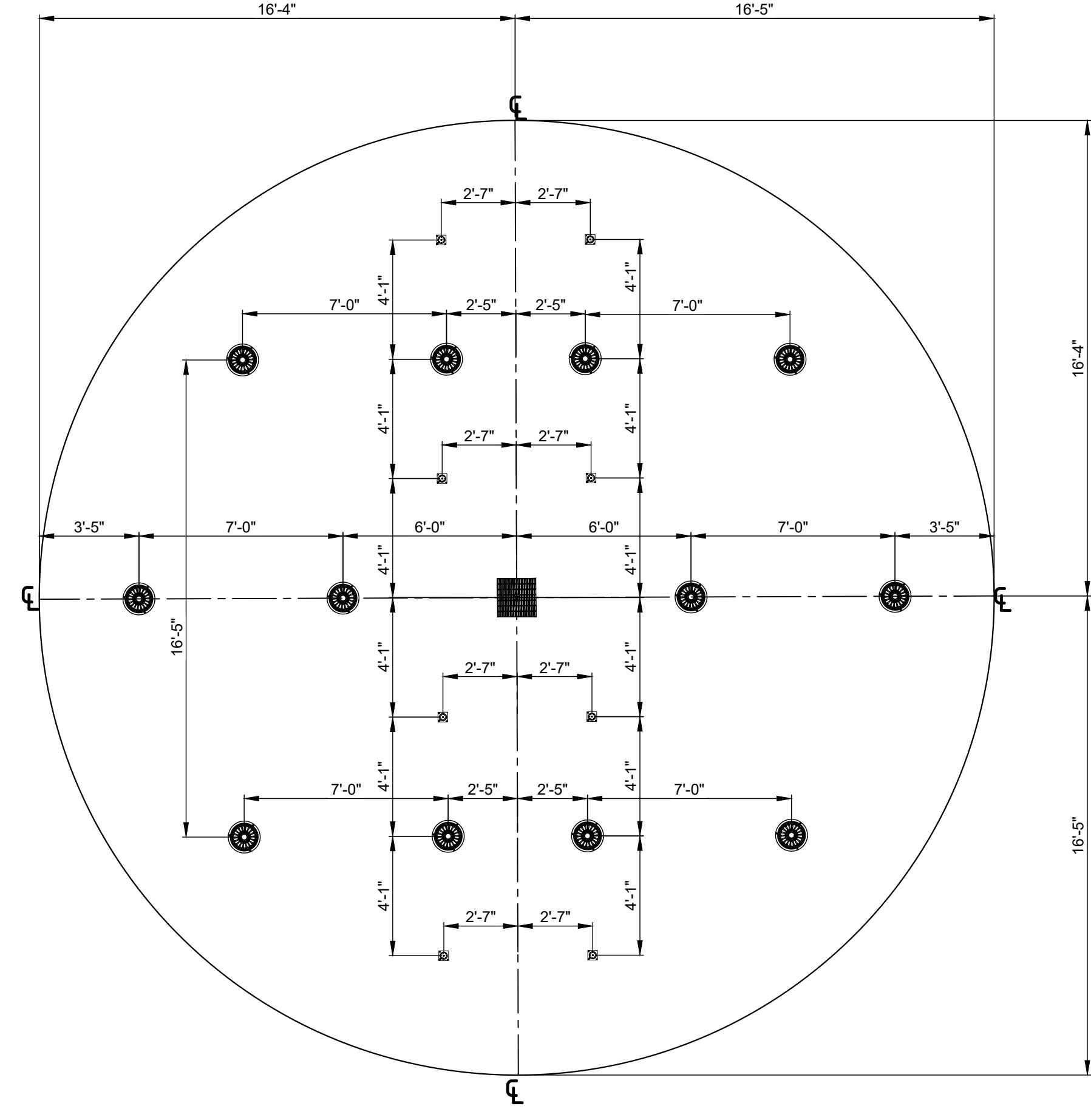
CROOKED CAN
 COUNTY RD 561A
 MINEOLA, FL 34715
 INTERACTIVE WATER FEATURE
 PROPOSED INTERACTIVE WATER FEATURE AREA
 GENERAL NOTES

SHEET
X-01.0

| IWF Calcs | | | | | | |
|---------------------|----------|-------------------|---------------------------|------------------|-------------|------------------------|
| Nozzle Calculations | | | | | | |
| Feat. tag | Mfg | Feature (Model) | Qty | GPM (ea.) | Inlet (in.) | Total GPM |
| F1 | AQUAWORX | AQUA COLUMN | 8 | 10.00 | 1.5 | 80.0 1.6 fps @ 10 gpm |
| F2 | AQUAWORX | FOUNTAIN IN A CAN | 12 | 10.00 | 1.5 | 120.0 1.6 fps @ 10 gpm |
| | | | Total Feature Flow | 200.0 gpm | | |



C1 INTERACTIVE WATER FEATURE LAYOUT
SCALE: 1/4"=1'-0"



C5 INTERACTIVE WATER FEATURE DIMENSIONS
SCALE: 1/4"=1'-0"

- ### Sprayground Rules
1. No food or beverages in sprayground or on wet deck.
 2. No glass or animals within fenced sprayground area (or 50' from unfenced pool).
 3. Bathing Load: 40 persons.
 4. Pool Hours: DAWN to DUSK
 5. Shower before entering sprayground.
 6. DO NOT SWALLOW THE FOUNTAIN WATER, it is recirculated.
 7. Do not use fountain if you are ill with diarrhea

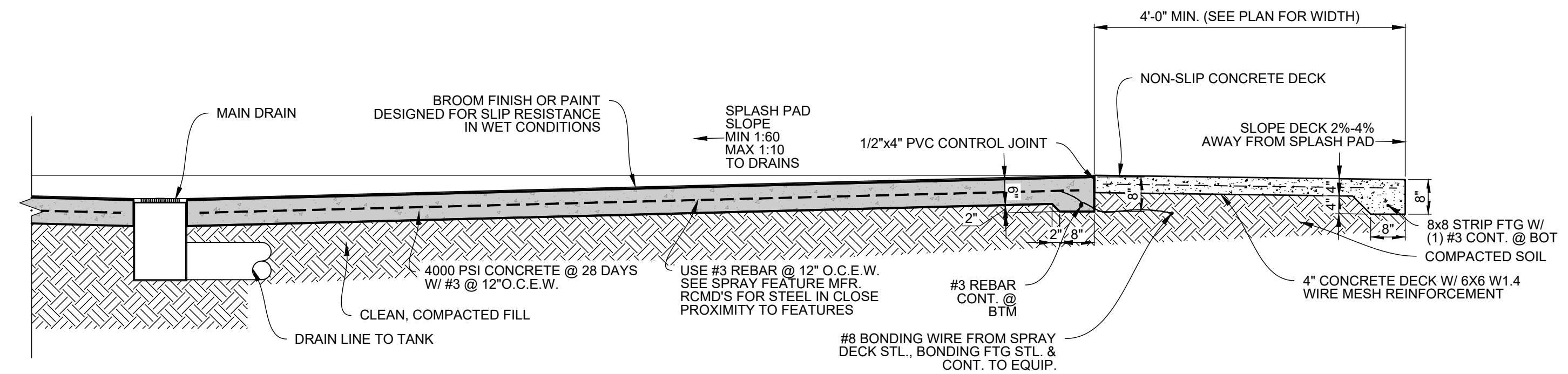
- ### INTERACTIVE WATER FEATURE SIGN DETAILS
1. All letters shall be a MIN. of 1" in height.
 2. Sign shall be legible from the interactive water feature deck.
 3. The pool shall NOT be open for swimming at night unless the requirements for lighting, as specified in FBC 454.1.4.2, FBC 454.1.2.3.5, FBC 454.1.9.6.6.13, and rule 64E-9.008 (7), FAC, are met.
 4. Location of sign to be coordinated with pool engineer and landscape architect.

F10 REQUIRED SPRAYGROUND SIGNAGE
SCALE: N.T.S.



- ### RESTROOM SIGN DETAILS
1. All letters shall be minimum 1" high.
 2. Sign shall be legible from all pool areas.

E10 EXAMPLE OF RESTROOM SIGN
SCALE: N.T.S.



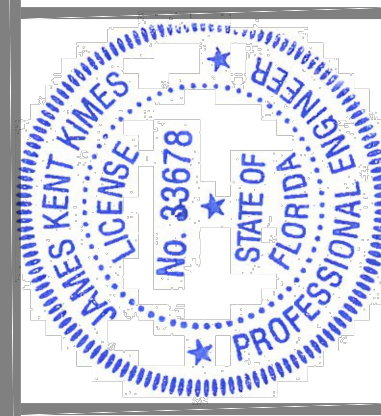
B1 INTERACTIVE WATER FEATURE SECTION
SCALE: 1/2"=1'-0"

- ### ANCILLARY IWF EQUIPMENT:
- 1 Filtration System - SEE EQUIPMENT SHEET
 - 1 Main Drain Cover - DALDORADO 24" X 24" FLAT FRAME & GRATE W/ SUMP & 8" PORT
 - 1 PORTABLE VACUUM - REQUIRED
 - 1 Pool Sign - "SPRAYGROUND RULES" SEE NOTES
 - 1 Test Kit - TAYLOR K-2006S

THESE PLANS COMPLY WITH 8th Ed. (2023) FBC SECTION 454.1
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY J. KENT KIMES, PE ON DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

KIMES ENGINEERING
1925 Worth Ct
Bradenton, FL 34211
Office: 941-749-3311
C.A. 2789

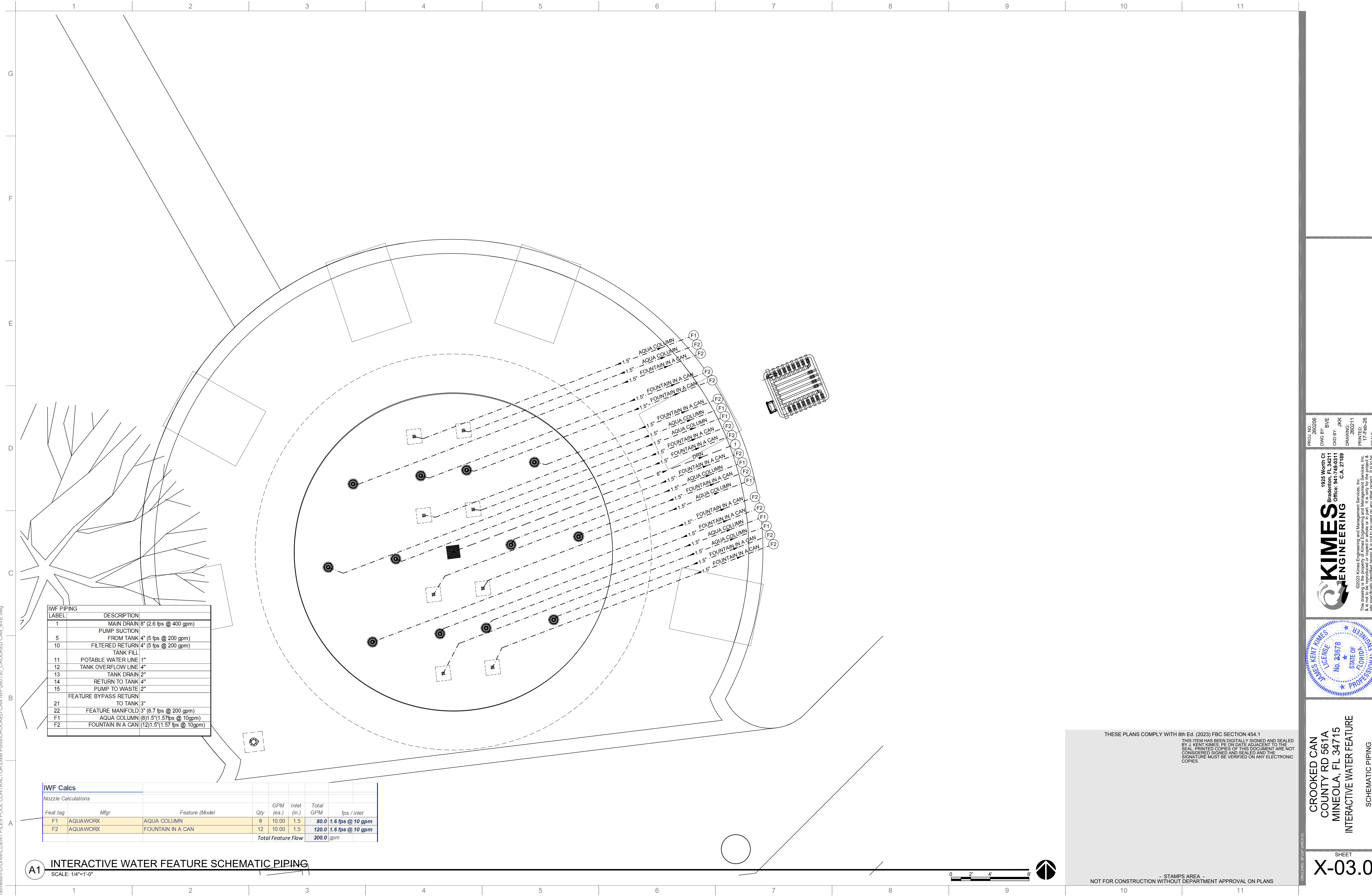
Professional Engineer
No. 83878
STATE OF FLORIDA



CROOKED CAN
COUNTY RD 5671A
MINEOLA, FL 34715
INTERACTIVE WATER FEATURE
LAYOUT & SCHEMATIC PIPING

SHEET
X-02.0

- STAMPS AREA -
NOT FOR CONSTRUCTION WITHOUT DEPARTMENT APPROVAL ON PLANS



| IWF PIPING LABEL | DESCRIPTION |
|------------------|--|
| 1 | MAIN DRAIN 8" (2.6 fps @ 400 gpm) |
| 5 | PUMP SUCTION FROM TANK 4" (6 fps @ 200 gpm) |
| 10 | FILTERED RETURN TANK 4" (6 fps @ 200 gpm) |
| 11 | TANK FILL POTABLE WATER LINE 1" |
| 12 | TANK OVERFLOW LINE 4" |
| 13 | TANK DRAIN 2" |
| 14 | RETURN TO TANK 4" |
| 15 | PUMP TO WASTE 2" |
| 21 | FEATURE BYPASS RETURN TO TANK 3" |
| 22 | FEATURE MANIFOLD 3" (@ 7 fps @ 200 gpm) |
| F1 | AQUA COLUMN (8)1.5"(1.57fps @ 10gpm) |
| F2 | FOUNTAIN IN A CAN (12)1.5"(1.57 fps @ 10gpm) |

| IWF Calcs | | | | | | |
|---------------------|----------|-------------------|-----|-----------|-------------|-----------|
| Nozzle Calculations | | | | | | |
| Feat.tag | Mfg | Feature (Model) | Qty | GPM (ea.) | Inlet (in.) | Total GPM |
| F1 | AQUAWORK | AQUA COLUMN | 8 | 10.00 | 1.5 | 80.0 |
| F2 | AQUAWORK | FOUNTAIN IN A CAN | 12 | 10.00 | 1.5 | 120.0 |
| Total Feature Flow | | | | | | 200.0 gpm |

A1 INTERACTIVE WATER FEATURE SCHEMATIC PIPING
SCALE: 1/4"=1'-0"

THESE PLANS COMPLY WITH 8th Ed. (2023) FBC SECTION 454.1
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STAMPS AREA -
NOT FOR CONSTRUCTION WITHOUT DEPARTMENT APPROVAL ON PLANS

1925 Worth Ct
Bradenton, FL 34211
Office: 941-749-3311
C.A. 2789

KIMES ENGINEERING

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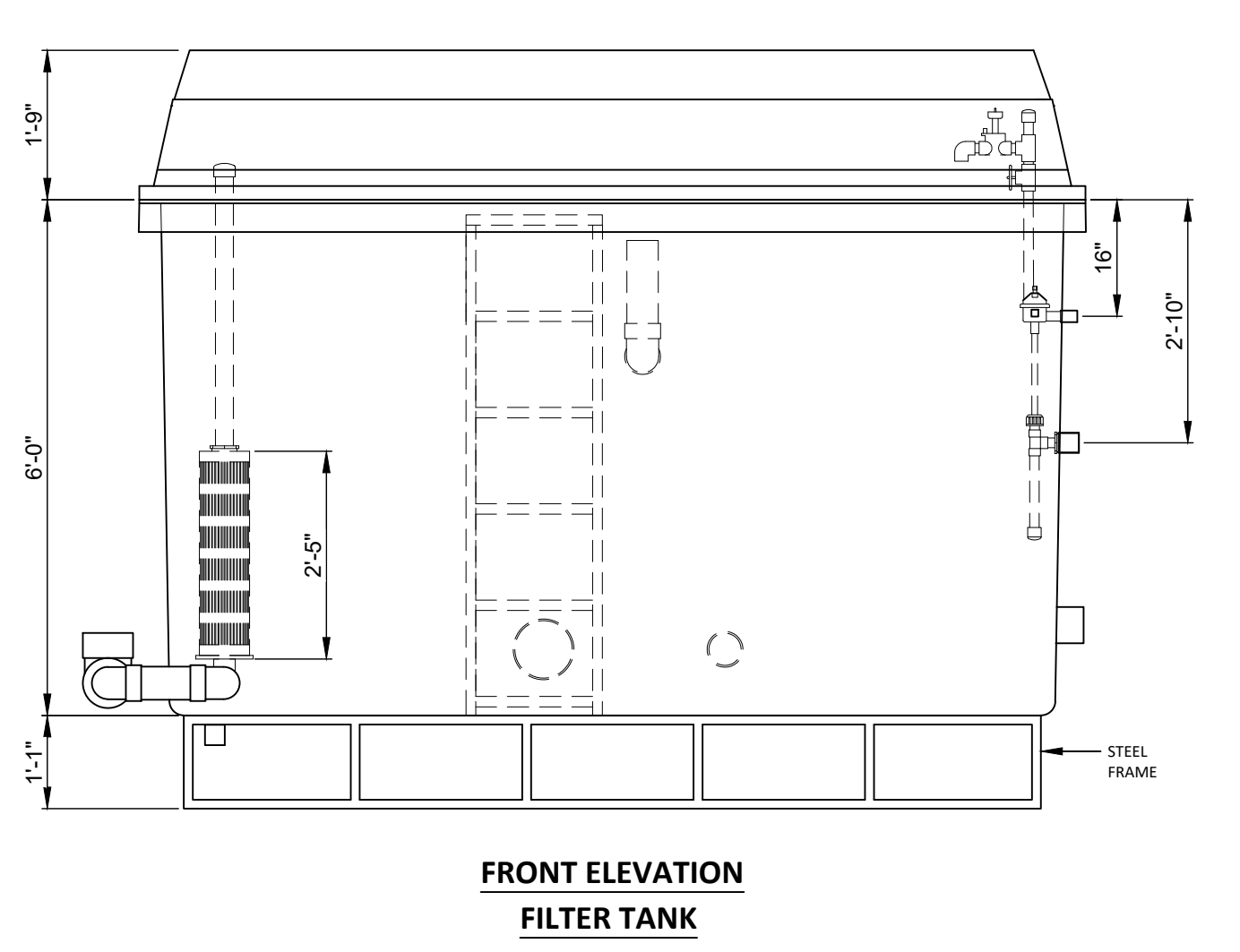
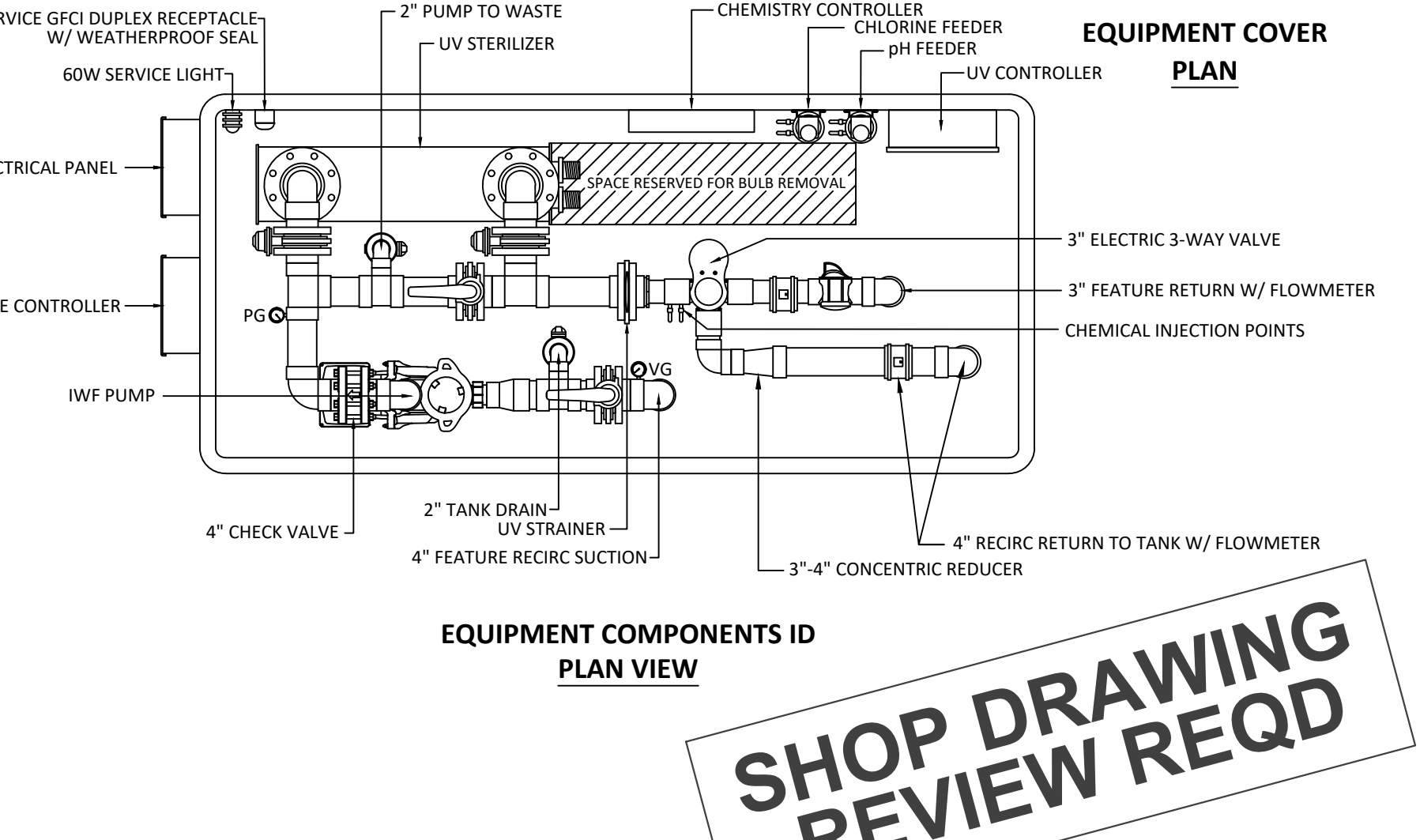
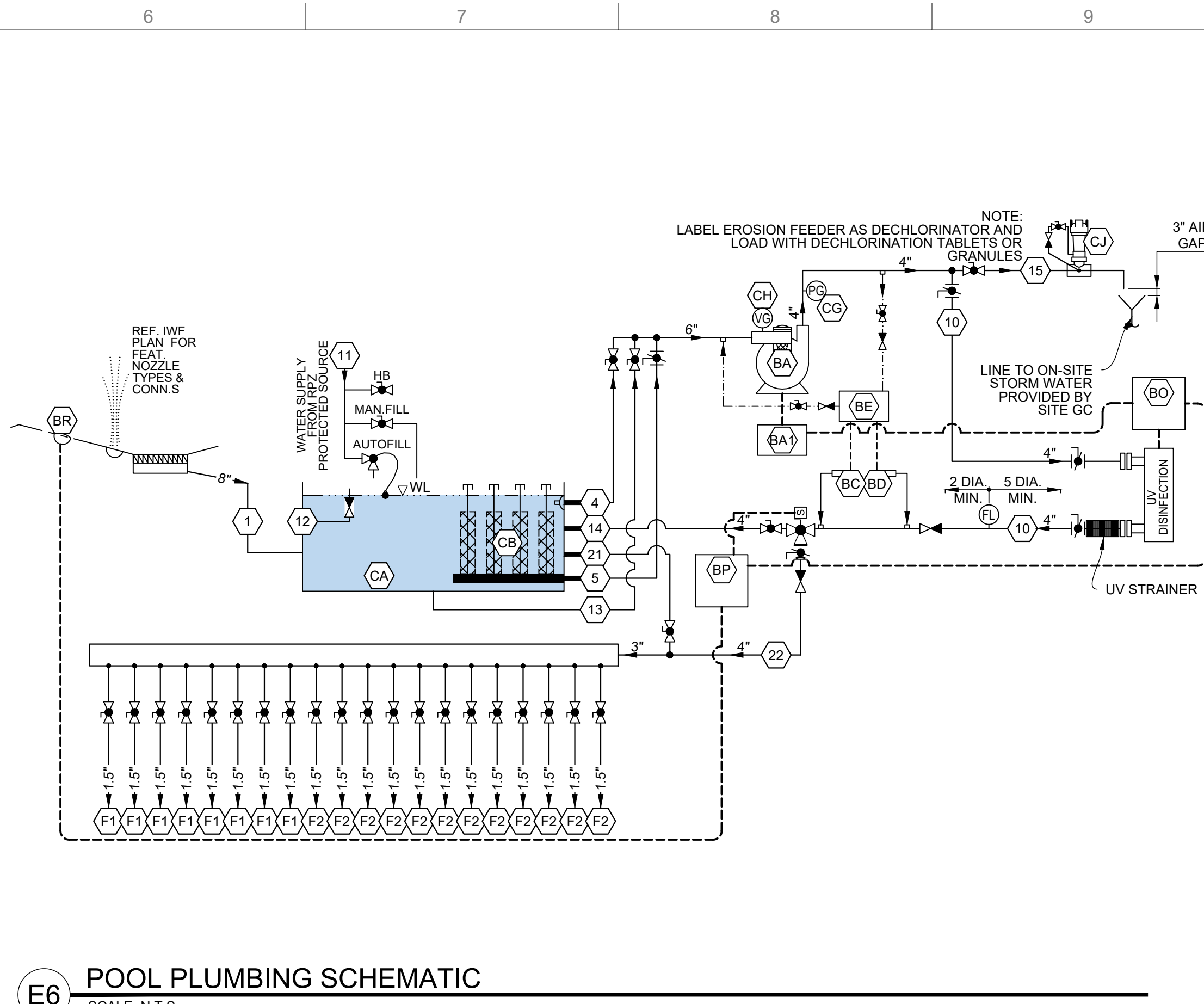
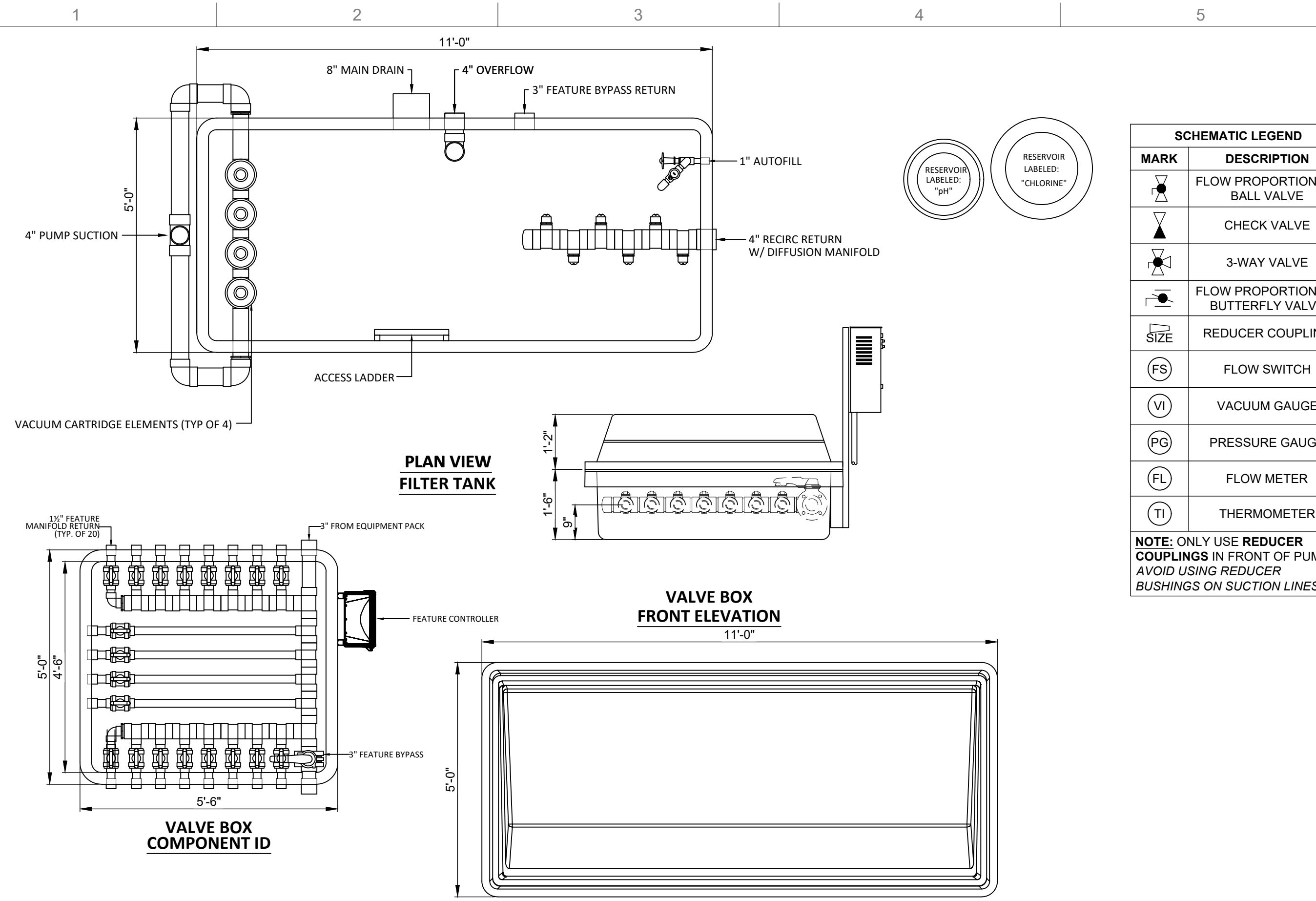
J. KENT KIMES
No. 83878
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CROOKED CAN
COUNTY RD 561A
MINEOLA, FL 34715
INTERACTIVE WATER FEATURE
SCHEMATIC PIPING

SHEET
X-03.0

PROJ. NO.: 260206
DWG BY: BYE
CUD BY: JJK
DRAWING: 260211
PRINTED: 17-Feb-26
SCALE: AS NOTED
REV. DATE DESCRIPTION

W:\messy\Drive\CLIENT FILES\POOL CONTRACTOR\CROOKED CAN IWF\260130_CROOKED CAN_BYE.dwg



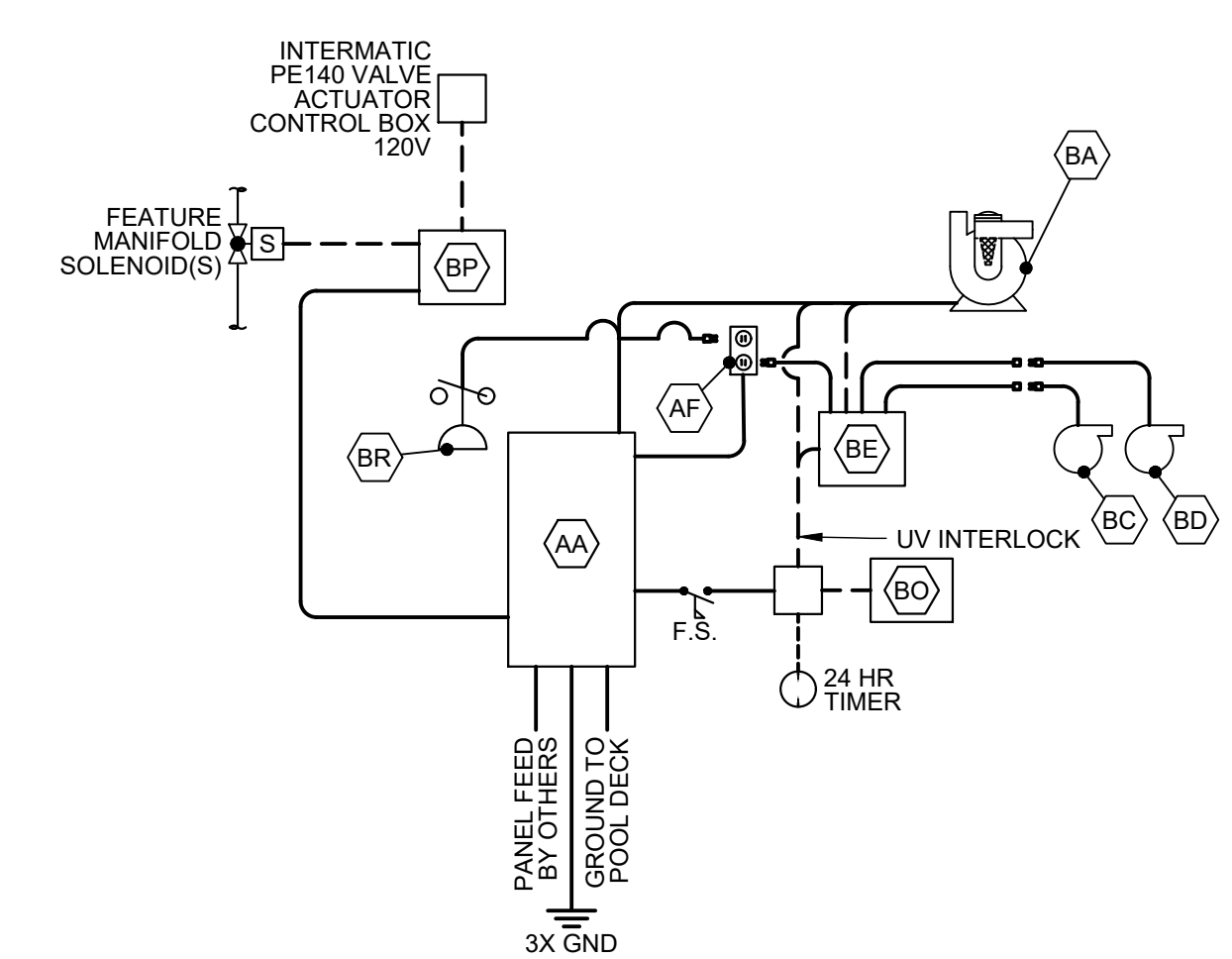
E6 POOL PLUMBING SCHEMATIC
SCALE: N.T.S.

C1 POOL EQUIPMENT PACK
SCALE: N.T.S.

SHOP DRAWING REVIEW REQD

| PANELBOARD: IWF EQ | | VOLTAGE: 120 230 | | 1 PH 3 WIRE | | MAIN: 100 MBR | | MIN. REQD. PH (2) #1 (CU) | | MOUNTING: SURFACE | | REMARKS: ENSURE COPPER BUS | |
|---------------------|-----------------|------------------------------------|------|-------------|-----|---------------|-----|---------------------------|------|-------------------|--|----------------------------|--|
| TOTAL LOAD: 8.2 kVA | | MIN. FEED GND (1) #6 (CU) CND 1/4" | | PHASE | | CONDUCTORS | | LOAD (kVA) | | DESCRIPTION | | CKT # | |
| 1 | Pool Recirc. BA | | | | | | | | | | | | |
| 5 | Chem RCP# AF | | | | | | | | | | | | |
| 7 | Eqmt L# AC | 0.10 | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | |
| TOTAL KVA | | 0.1 | 0.0 | 4.8 | 0.0 | 0.0 | 0.6 | 0.0 | 4.5 | 3.7 | | | |
| AMP/PH | | 37.6 | 31.0 | | | | | | 37.6 | 31.0 | | | |
| T | LIGHTING | 0.1 | | | | | | | | | | | |
| O | RECP/TLES | 1.5 | | | | | | | | | | | |
| M | MOTORS | 0.0 | | | | | | | | | | | |
| L | LARGEST MTR | 4.8 | | | | | | | | | | | |
| A | A/C | 0.0 | | | | | | | | | | | |
| H | HEATING | 0.0 | | | | | | | | | | | |
| S | MISCELLANEO | 1.8 | | | | | | | | | | | |
| TOTAL KVA | | 8.2 | | | | | | | 9.5 | CODE KVA | | | |
| TOTAL AMPS | | 35.8 | | | | | | | 41.1 | CODE AMPS | | | |

A1 POOL ELECTRICAL RISER DIAGRAM & PANEL
SCALE: N.T.S.

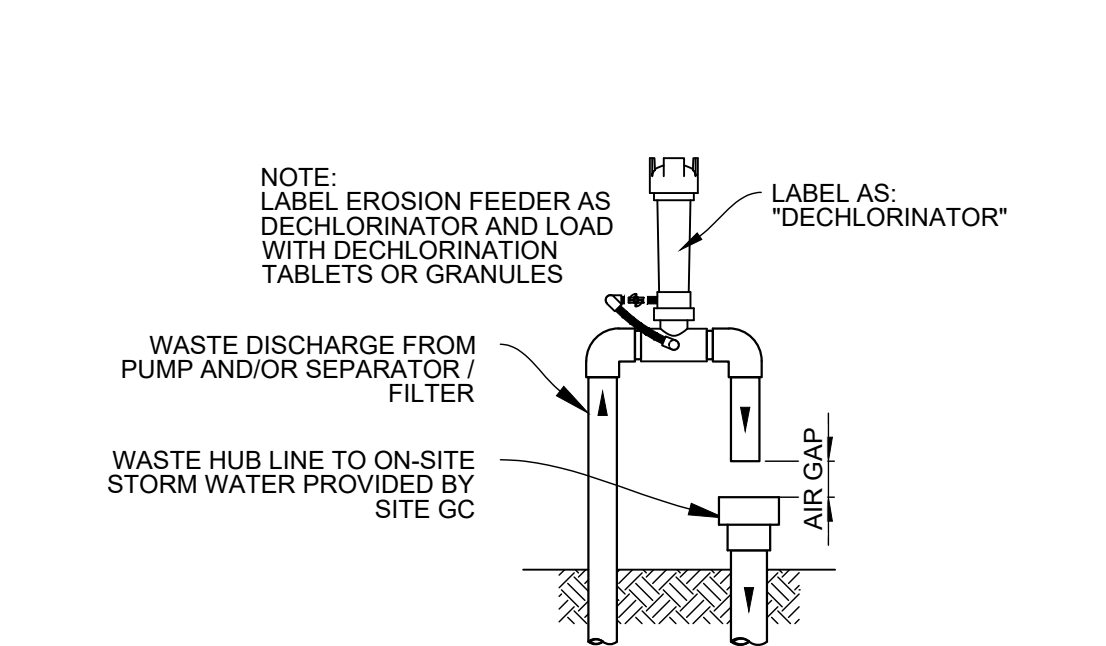


| LABEL | DESCRIPTION |
|-------|--|
| 1 | MAIN DRAIN 8" (2.6 fps @ 400 gpm) |
| 5 | PUMP SUCTION |
| 10 | FILTERED RETURN 4" (5 fps @ 200 gpm) |
| 11 | TANK FILL |
| 12 | POTABLE WATER LINE 1" |
| 13 | TANK OVERFLOW LINE 4" |
| 14 | TANK DRAIN 2" |
| 15 | RETURN TO TANK 4" |
| | PUMP TO WASTE 2" |
| 21 | FEATURE BYPASS RETURN TO TANK 3" |
| 22 | FEATURE MANIFOLD 3" (8.7 fps @ 200 gpm) |
| F1 | AQUA COLUMN (8) 1.5" (1.57 fps @ 10gpm) |
| F2 | FOUNTAIN IN A CAN (12) 1.5" (1.57 fps @ 10gpm) |

- RECIRCULATION NOTES**
- The main drain grate shall be at the deepest point of the pool and the depth shall not deviate more than 3" from the side wall depth.
 - Plastic pipe exposed to sunlight shall be coated for UV protection.
 - Plastic pipe shall have NSF-PW seal of approval.
 - Materials used in solar and other heaters shall be nontoxic and acceptable for use with potable water.
 - Wall inlets shall be directionally adjustable and do not protrude into the pool.
 - Disposal of pool wastewater shall conform to State and County requirements.
 - Pool makeup water supply shall be from an approved potable water system and shall have an air break at point of fill.
 - Chlorine and pH adjustment feeders shall be electrically interlocked with the operation of the recirculation pump.
 - The lip of the gutter (if used) shall be uniformly level with a maximum tolerance of 1/4" between high & low areas.
 - When flow is split within equipment area, provide equal pipe lengths & fittings from split to region of flow.
 - Floor returns (if used) shall be flush with pool surface and flow adjustable.
 - Wall inlets (if used) shall be minimum 12" below water level.
 - Spacing between 4.5 SF vacuum DE elements shall be min 1.125".

- EQUIPMENT AREA REQUIREMENTS**
- Equipment designated by the manufacturer for outdoor use may be located in an equipment area, all other equipment must be located in an equipment room or enclosure.
 - All pipe & fittings shall be schedule 40 PVC per ASTM D1785 and NSF approved and stamped for potable water applications. All joints to be solvent welded per ASTM D2855.
 - Plastic pipe subject to a period of prolonged sunlight exposure must be coated to protect it from ultraviolet light degradation.
 - An equipment area shall be surrounded with a fence at least 4 ft high on all sides not confined by a building or equivalent structure, using a self-closing and self-latching gate with a locking device shall be provided if necessary for access.
 - All fencing or installed gates, shall be at least 4 ft high on all sides & using members spaced that shall not allow passage of a 4 inch diameter sphere.
 - An equipment room shall be protected on at least three sides and overhead. The fourth side may be a gate, fence, or open if otherwise protected from unauthorized entrance.
 - An equipment enclosure shall be lockable or otherwise protected from unauthorized access. This access security shall be installed on all pool equipment areas.
 - The equipment enclosure, area or room floor shall be of concrete or other nonabsorbent material having a smooth slip resistant finish and shall have positive drainage, including a sump pump if necessary.
 - Ancillary equipment, such as a heater, not contained in an equipment enclosure or room shall be located in a separate area as described above.
 - Equipment enclosures or rooms shall have either forced draft or cross ventilation.
 - The opening to the equipment room or area shall be a minimum of three feet by six feet and shall provide easy access to the equipment.
 - A hose bibb with vacuum breaker shall be located in the equipment room or area.
 - The equipment enclosure, room or area shall provide a minimum 24" clear working space in front of equipment to access & perform routine operations. Contractor to verify the space requirements with mfr. recommendations prior to construction. Conflicts require that the contractor to contact the engineer before proceeding.
 - Clearance shall be provided for all equipment as prescribed by the manufacturer to allow normal maintenance operation and removal without disturbing other piping or equipment.
 - Equipment enclosures, rooms or areas shall not be used for storage of chemicals emitting corrosive fumes or for storage of other items to the extent that entrance to the room for inspection or operation of the equipment is impaired.
 - In rooms with fixed ceilings, the minimum height shall be 7 ft.
 - Equipment enclosures, rooms or areas shall be lighted to provide 30 foot candles of illumination at floor level.
 - All chemical solution tanks must be clearly labeled to indicate the contents.
 - Equipment rooms shall have forced draft or cross ventilation. All below-grade equipment rooms shall have a stairway access with forced draft ventilation or a fully louvered door and powered intake within 6 inches of the floor.

- AQUAWORK EQUIPMENT PACK NOTES**
- PLUMBING - ALL PIPE & FITTINGS SHALL BE SCHEDULE 40 PVC PER ASTM D1785 AND N.S.F. APPROVED AND STAMPED FOR POTABLE WATER APPLICATIONS. JOINTS TO BE SOLVENT WELDED PER ASTM D2855. ALL PLUMBING AND MATERIALS TO CONFORM TO FLORIDA BUILDING CODE 2023 - 8TH EDITION.
 - ELECTRICAL - ALL ELECTRICAL EQUIPMENT WIRING, INSTALLATION AND GROUNDING OF POOL COMPONENTS SHALL CONFORM TO NATIONAL FIRE PROTECTION ASSOC. 70, NATIONAL ELECTRICAL CODE (N.E.C.) LATEST EDITION AND ALL APPLICABLE LOCAL CODES. CHEMICAL FEED PUMPS TO BE INTERLOCKED WITH THE RECIRCULATION PUMP.
 - EQUIPMENT - ALL PUMPS, FILTERS AND DISINFECTION EQUIPMENT SHALL BE TESTED AND APPROVED BY THE PERTINENT MANUFACTURER USING THE NSF/ANSI STANDARD 50 AND LISTED AS APPROVED BY THE NSF.
 - THE FILTER ROOM FLOOR IS SLIP RESISTANT AND SLOPED TO FLOOR DRAINS.
 - ALL PLASTIC PIPING SUBJECT TO PROLONGED SUNLIGHT EXPOSURE MUST BE COATED TO PROTECT IT FROM ULTRAVIOLET LIGHT DEGRADATION.
 - EACH WASTE LINE SHALL HAVE A UNIQUE AIR GAP. WASTE LINES FROM DIFFERENT SOURCES (E.G. POOL, SPA, OVERFLOW, SUMP PUMP) SHALL NOT BE TIED TOGETHER BUT MAY DISCHARGE INTO A COMMON SUMP OR RECEPTACLE.
 - THE WASTE LINE MUST BE CONNECTED TO AN APPROVED WASTE DISPOSAL SYSTEM ACCORDING TO LOCAL OR STATE CODES.
 - ALL COLLECTOR TANKS SHALL HAVE COVERED INTERSECTIONS AND SLOPE TO THE TANK DRAIN.
 - AN AUTOMATIC AND MANUAL WATER MAKEUP CONTROL MUST BE PROVIDED TO MAINTAIN THE WATER LEVEL AT THE LIP OF THE OVERFLOW GUTTER OR AT THE MOUTH OF THE RECESSED AUTOMATIC SKIMMERS AND MUST DISCHARGE THROUGH AN AIR GAP INTO A FILL PIPE OR COLLECTOR TANK. OVER THE RIM FILL SPOUTS ARE PROHIBITED.
 - A RATE OF FLOW INDICATOR, READING IN GPM, SHALL BE INSTALLED ON THE FILTER RETURN LINE. THE RATE OF FLOW INDICATOR SHALL BE PROPERLY SIZED FOR THE DESIGN FLOW RATE AND SHALL BE CAPABLE OF MEASURING FROM ONE HALF TO AT LEAST ONE AND ONE-HALF TIMES THE DESIGN FLOW RATE. THE READINGS UPSTREAM AND DOWNSTREAM FROM THE RATE OF FLOW INDICATOR SHALL COMPLY WITH THE MANUFACTURER'S INSTALLATION SPECIFICATIONS.
 - THESE PLANS HAVE BEEN PREPARED IN COMPLIANCE WITH THE 2023 FLORIDA BUILDING CODE - 8TH EDITION.
 - SPACING BETWEEN 4.5 SF DE ELEMENTS SHALL BE MIN 1.125".



*** WASTE NOTE ***
POOL CONTRACTOR SHALL COORDINATE POOL BACKWASH/WASTE CONNECTION WITH GC. WASTE SHALL FLOW ONLY TO AN APPROVED SYSTEM IN ACCORDANCE WITH LOCAL AND STATE CODE REQUIREMENTS.

C10 WASTE LINE AIR GAP / DECHLORINATOR DETAIL
SCALE: N.T.S.

THESE PLANS COMPLY WITH 8th Ed. (2023) FBC SECTION 454.1. THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY J. KENT KIMES, PE ON DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID UNLESS SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

STAMPS AREA - NOT FOR CONSTRUCTION WITHOUT DEPARTMENT APPROVAL ON PLANS

AQUAWORX USA
10430 66th STREET
ST PETERSBURG, FL 33762 (888) 426-8511

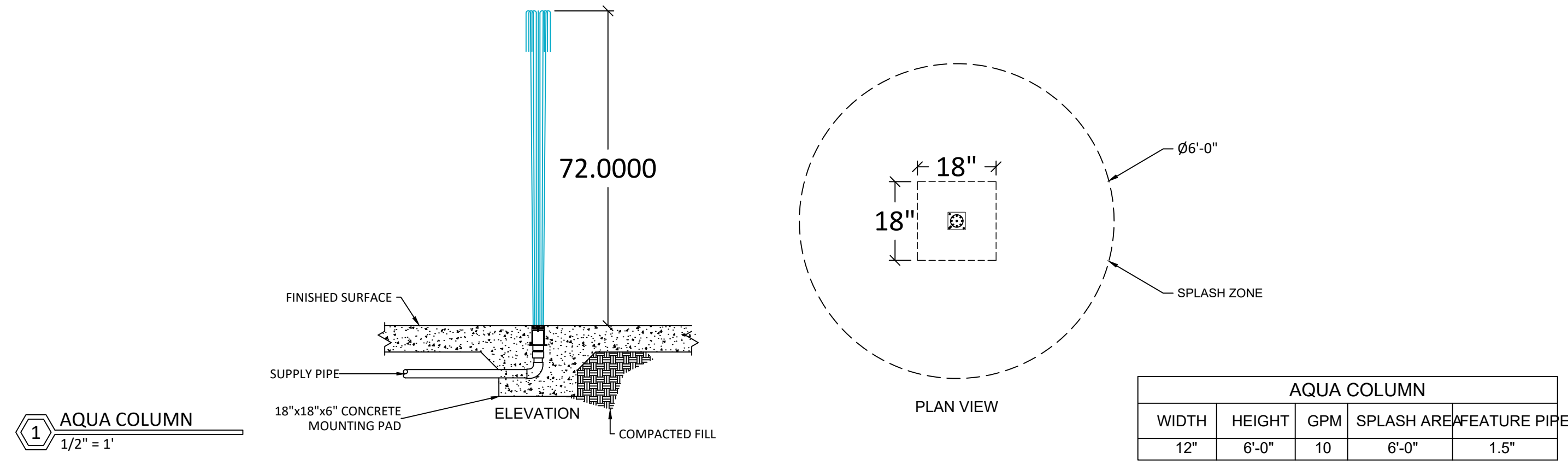
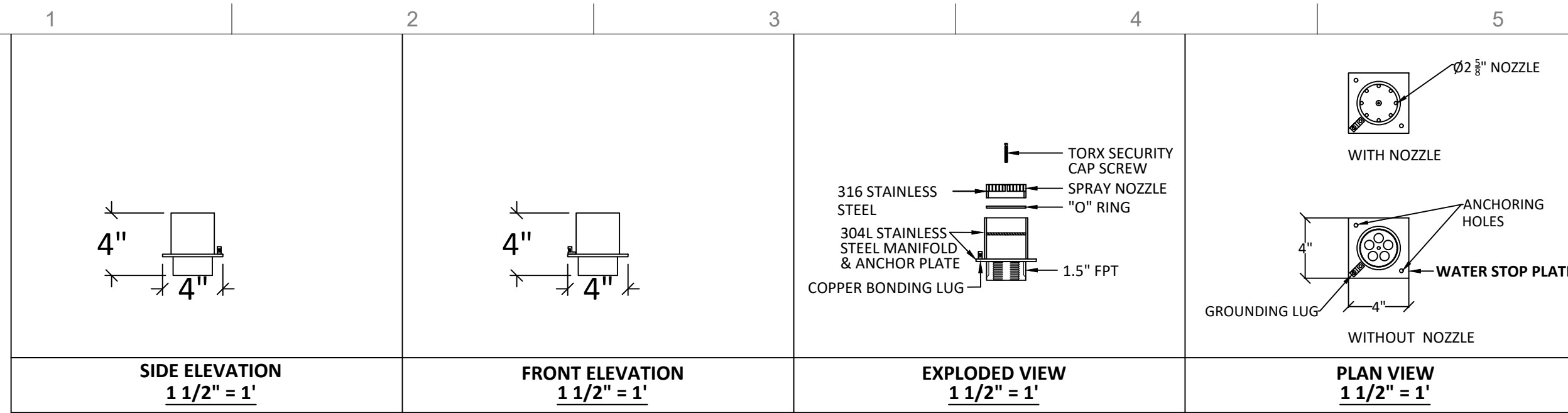
KIMES ENGINEERING
1925 Worth Ct
Bradenton, FL 34211
Office: 941-749-3031
Fax: 941-749-3031
C.A. 2788

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PROJ. NO.: 260206
DWG BY: JVK
CHK BY: BJC
DRAWING: 260211
PRINTED: 17-Feb-26
SCALE: AS NOTED

CROOKED CAN COUNTY RD 567A MINEOLA, FL 34715 INTERACTIVE WATER FEATURE EQUIPMENT SPECIFICATIONS SHEET X-04.0

Page 173 of 268



PROJECT NAME
AQUA COLUMN

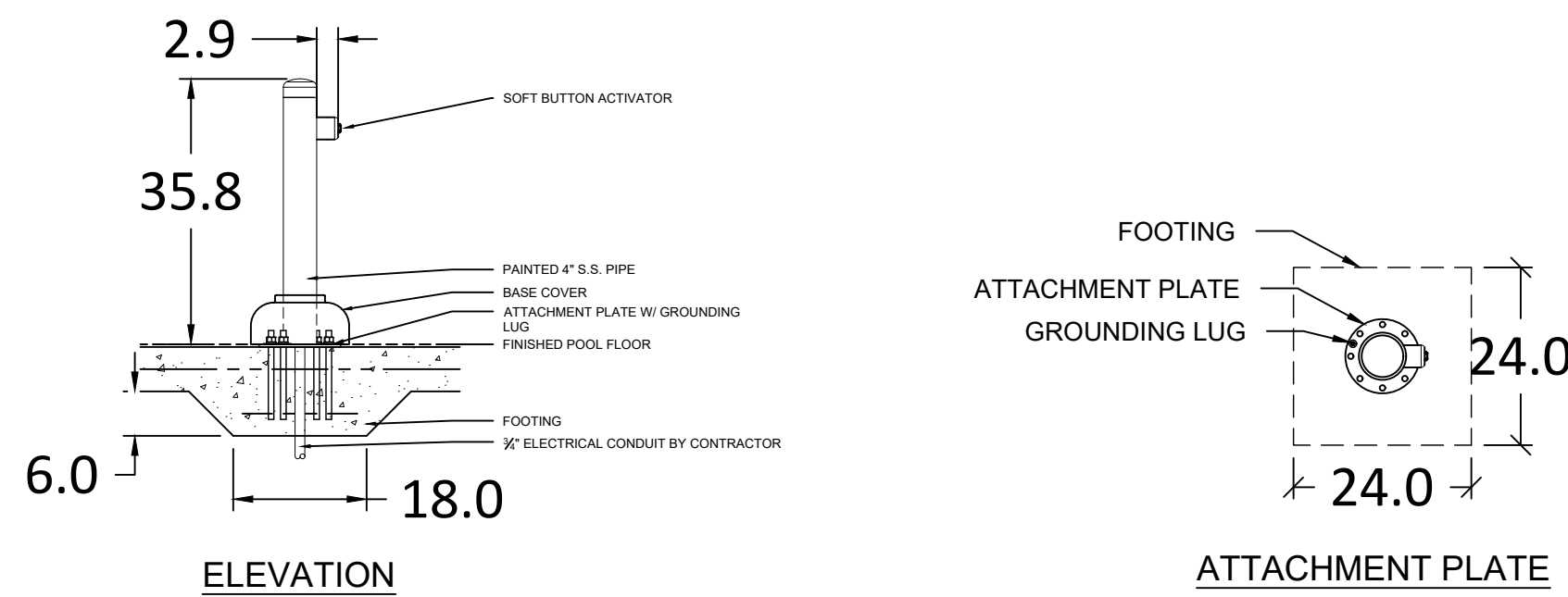
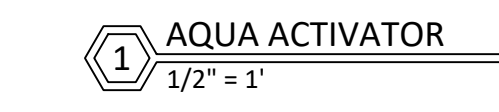
LOCATION
10601 OAK STREET N.E.
ST. PETERSBURG, FL 33716
(888) 426-8511

NOTES:

SCALE: AS NOTED
DATE: 04.15.19

DRAWN BY: C.P.S.
REVIEWED BY: S. D. H.

DRAWING NUMBER:



NOTES:

- PROVIDE ELECTRICAL BOND WITH POOL OR DECK STEEL.
- INSTALL PLUMB AND LEVEL WITH FLOOR.
- DO NOT SCALE DRAWING.



PROJECT NAME
AQUA ACTIVATOR

LOCATION
10601 OAK STREET N.E.
ST. PETERSBURG, FL 33716
(888) 426-8511

NOTES:

SCALE: AS NOTED
DATE: 12.22.25

DRAWN BY: E.N.R.
REVIEWED BY: C.P.S.

DRAWING NUMBER:

FIAC-500 FOUNTAIN-IN-A-CAN

DESCRIPTION INFORMATION:
FIAC-500 SERIES FOUNTAIN-IN-A-CAN IS A "POUR IN PLACE" ASSEMBLY CONTAINING A FLUSH MOUNT SPRAY EFFECT AND 360 DEGREE ILLUMINATING LED LIGHT FIXTURE. THE ASSEMBLY CAN BE UTILIZED FOR PLAZA STYLE WATER FEATURES OR INTERACTIVE SPLASH PADS.

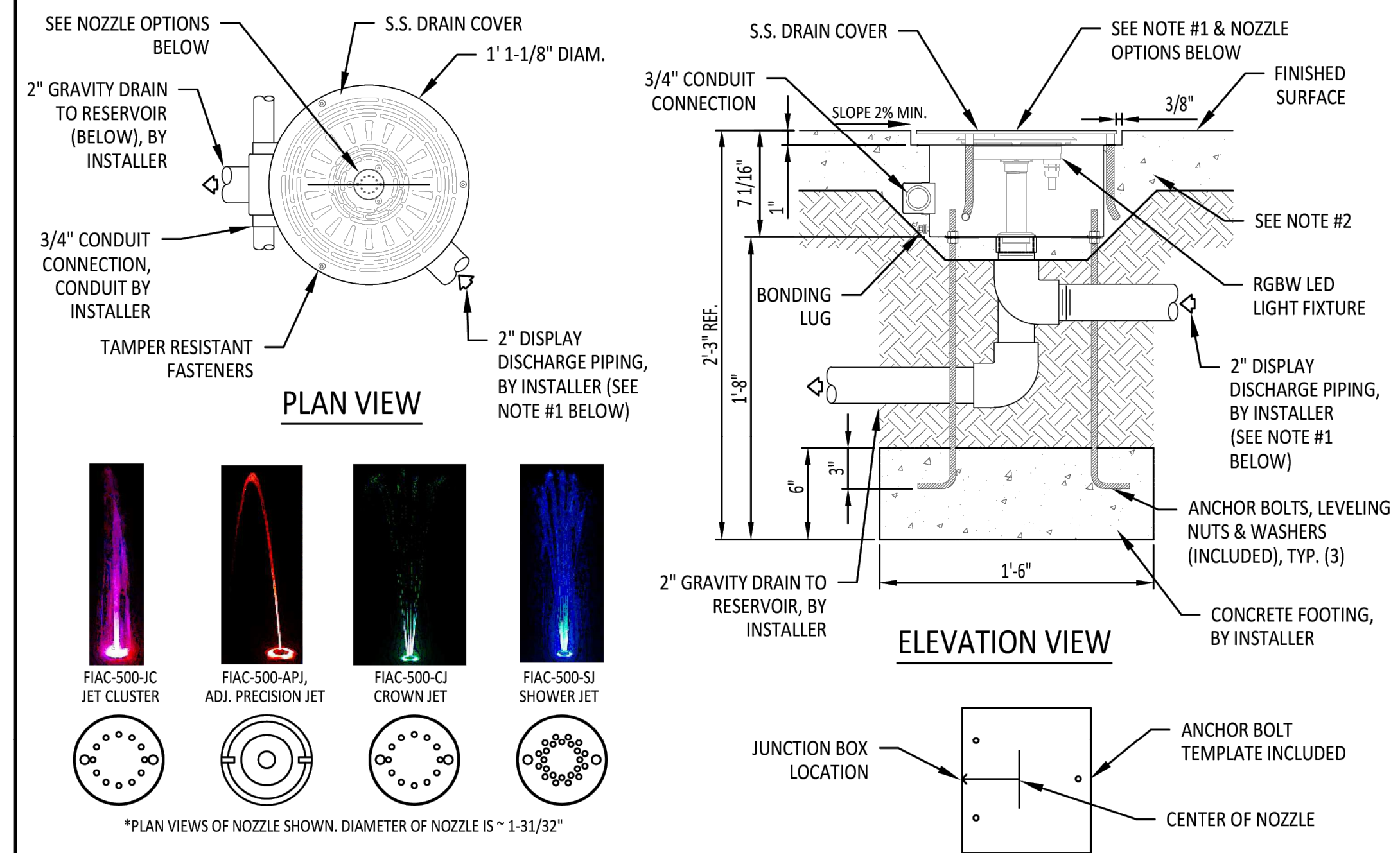
PRODUCT SPECIFICATION:
FIAC-500 SERIES FOUNTAIN-IN-A-CAN, A "POUR IN PLACE" FLUSH MOUNT SPRAY EFFECT WITH 360 DEGREE LIGHT FIXTURE. THE ASSEMBLY INCLUDES A STAINLESS STEEL HOUSING WITH 1/4" THICK STAINLESS STEEL DRAIN COVER AND CONTAINS (1) INTERCHANGEABLE FOUNTAIN NOZZLE, 360-DEGREE 24V, 36 WATT, LED RING LIGHT WITH COLORED RGBW DIODES, JUNCTION BOX, BONDING LUG, 2" INLET CONNECTION, 2" DRAIN CONNECTION, AND 3/4" CONDUIT CONNECTION FOR LIGHT. ASSEMBLY IS SHIPPED WITH (3) ANCHOR BOLTS, LEVELING NUTS & WASHERS.

NOTES:

- ASSEMBLY REQUIRES CONTROL PANEL & PUMP DELIVERY SYSTEM
- THROTTLING VALVE MUST BE REMOTELY LOCATED



Details



ENGINEERING DATA

| MODEL # | | SPRAY HEIGHT | | | | | | | ORIFICE SIZE (DIAMETER) |
|--------------|------|--------------|-------|-------|-------|-------|-------|-------|-------------------------|
| | | 2'-0" | 3'-0" | 4'-0" | 5'-0" | 6'-0" | 7'-0" | 8'-0" | |
| FIAC-500-JC | GPM | 4.5 | 5.0 | 6.0 | 6.5 | 7.0 | 8.0 | 8.5 | .109" |
| | HEAD | 5.0' | 6.0' | 7.0' | 8.5' | 10.0' | 12.0' | 14.0' | |
| FIAC-500-APJ | GPM | 4.0 | 5.0 | 6.0 | 6.6 | 7.0 | 7.6 | 8.0 | .375" |
| | HEAD | 4.0' | 5.0' | 6.0' | 7.0' | 8.0' | 10.0' | 12.0' | |
| FIAC-500-CJ | GPM | 4.5 | 5.0 | 6.0 | 6.5 | 7.0 | 8.0 | 8.5 | .109" |
| | HEAD | 5.0' | 6.0' | 7.0' | 8.5' | 10.0' | 12.0' | 14.0' | |
| FIAC-500-SJ | GPM | 9.0 | 10.5 | 12.0 | 13.5 | 14.5 | 16.0 | 17.0 | .109" |
| | HEAD | 11.0' | 12.0' | 13.0' | 14.5' | 16.0' | 18.0' | 20.0' | |

TECHNICAL NOTES:

- NOZZLE REQUIRES FINE SCREENING FOR DEBRIS REMOVAL. #40 MINIMUM MESH OR SMALLER.
- HOUSING MUST BE ENCAPSULATED IN CONCRETE.

fountain people
Fountain People, Inc.
4600 Hwy 123
San Marcos, TX 78666 USA
T: (512) 392-1155
F: (512) 392-1154
www.fountainpeople.com

THESE PLANS COMPLY WITH 8th Ed. (2023) FBC SECTION 454.1
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CROOKED CAN
COUNTY RD 561A
MINEOLA, FL 34715
INTERACTIVE WATER FEATURE

PRODUCT SPECIFICATIONS

SHEET
X-05.0

LANDLORD'S CONSENT TO SUBLEASE

THIS LANDLORD'S CONSENT TO SUBLEASE (this "Consent") is made as effective as of May 21, 2026, by and between MINNEOLA LAND, LLC, a Florida limited liability company ("Landlord"), and Crooked Can Brewing Company, LLC, a Florida limited liability company ("Tenant").

RECITALS:

A. Reference is hereby made to that certain Ground Lease Agreement dated June 27, 2024, as amended (collectively, the "Ground Lease"), by and between Landlord and Tenant, pursuant to which Landlord leases to Tenant certain real property consisting of approximately 3.0+/- acres more particularly depicted and described in Exhibit "A" to the Ground Lease (the "Land"), together with the Building, Improvements and all easements and appurtenances thereto (collectively, the "Premises"), located within the mixed-use development project known as "Hill City Center" in Minneola, Florida.

B. Tenant desires to enter into a sublease with the City of Minneola, Florida, a Florida municipal corporation (the "City"), on terms to be agreed between Tenant and the City, covering the portion of the Premises depicted as the splash pad area in the Crooked Can Splash Pad Drawing attached hereto as Exhibit A (the "Splash Pad" or "Subleased Premises"). No executed sublease exists as of the date of this Consent, and Tenant has requested Landlord's advance consent to Tenant's future sublease of the Subleased Premises to the City (the "Sublease") on the terms and conditions contained herein.

C. All capitalized terms used but not otherwise expressly defined herein shall have the respective meanings given in the Ground Lease.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Landlord's Advance Consent. Notwithstanding any provision of Section 12.1 of the Ground Lease to the contrary, including the restriction against subleasing less than all of the Premises, and subject to the terms and conditions of this Consent and the Ground Lease, Landlord hereby consents in advance to Tenant entering into the Sublease with the City for the Subleased Premises. This Consent is limited to the Sublease for the City's use, operation and maintenance of the Splash Pad and shall not constitute Landlord's consent to any other assignment, sublease, transfer, encumbrance or other disposition of Tenant's interest in the Ground Lease or the Premises.

2. Subordination; No Direct Relationship. The Sublease and all rights of the City thereunder are and shall at all times remain subject and subordinate to the Ground Lease in all respects. Neither this Consent nor the Sublease shall create any direct landlord-tenant relationship, privity of contract or privity of estate between Landlord and the City, and the City shall look solely to Tenant, and not to Landlord, for performance of any obligations owed to the City under the Sublease. The Sublease shall automatically terminate upon the expiration or earlier termination of the Ground Lease, without any further action by Landlord and without imposing any obligation on Landlord to recognize the City's rights under the Sublease or permit the City to remain in possession of the Subleased Premises.

3. No Modification of Ground Lease; Conflicts. Except for Landlord's specific consent to the Sublease as expressly set forth herein, neither this Consent nor the Sublease shall be construed to modify, waive or amend any of the terms, covenants or conditions of the Ground Lease, to waive any breach thereof or any of Landlord's rights or remedies thereunder, to enlarge or increase any obligations of Landlord under the Ground Lease, or to permit any act or omission by Tenant or the City which is not expressly permitted under the Ground Lease. In the event of any conflict between the terms of this Consent and the terms of the Ground Lease, the terms of the Ground Lease shall control. In the event of any conflict between the terms of this Consent and the terms of the Sublease, the terms of this Consent shall control.

4. Conditions of Consent. This Consent is conditioned upon the Sublease and the City's use of the Subleased Premises being consistent with the Ground Lease and this Consent, including, without limitation, the following: (a) the Sublease shall be for the Splash Pad only and shall not include any other portion of the Premises; (b) the Sublease shall not impose on Landlord any obligation to construct, maintain, repair, insure, operate or fund the Splash Pad or any portion of the Premises; (d) the Sublease shall not permit any lien, charge or encumbrance against Landlord's interest in the Premises; (e) the Sublease shall not permit any use prohibited by the Ground Lease or any recorded restrictions applicable to the Premises; (f) Tenant shall remain responsible for all insurance, indemnity, maintenance, repair, operating cost, tax, utility, compliance and other obligations under the Ground Lease applicable to the Premises, including the Subleased Premises; and (g) Tenant shall deliver to Landlord a fully executed copy of the Sublease promptly after execution.

5. Non-Release of Tenant; Further Transfers. Neither the Sublease nor this Consent shall release or discharge Tenant from any liability, whether past, present or future, under the Ground Lease or alter Tenant's primary liability to pay Rent and perform and comply with all obligations of Tenant under the Ground Lease. The City shall have no right to assign, sublease, license or otherwise transfer any interest in the Sublease or the Subleased Premises except to the extent expressly permitted under the Ground Lease and approved in advance in writing by Landlord.

6. Defaults; Enforcement. Any act or omission by the City or any party claiming by, through or under the City that results in a breach or violation of the Ground Lease shall be deemed to be a breach or violation of the Ground Lease by Tenant. Landlord may enforce the Ground Lease against Tenant with respect to the Subleased Premises and the Sublease, and nothing in this Consent shall limit any right or remedy available to Landlord under the Ground Lease, at law or in equity.

7. No Representations by Landlord. Notwithstanding anything in this Consent to the contrary, nothing contained in this Consent shall operate as a representation or warranty by Landlord concerning the Sublease, the Subleased Premises, the Splash Pad, the City's intended use of the Splash Pad, or the suitability, legality, condition, permitting, construction, maintenance, operation or insurability of the Splash Pad. Landlord shall not be bound or estopped in any way by the provisions of the Sublease, except for the advance consent expressly set forth herein.

8. Notices. Any notice that may or must be given by either party under this Consent shall be given in accordance with Article 19 of the Ground Lease, at the addresses set forth below or such other address as may be designated by either party by written notice to the other in accordance with the Ground Lease.

IF TO LANDLORD:

Minneola Land, LLC
c/o Skorman Development, LLC

600 Metrowest Blvd., Suite 111
Orlando, Florida 32835
Attn: Kevin Skorman and Marc Skorman
Email: kevin@skormandevlopment.com

With a copy to:

Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Dr.
Orlando, Florida 32801
Attn: Jason G. Williams, Esq.
Email: Jason.williams@lowndes-law.com

IF TO TENANT:

Crooked Can Brewing Company, LLC
426 W. Plant Street
Winter Garden, FL 34787
Attn: Andrew Sheeter
Email: andy@crookedcan.com

9. Authority. Each signatory of this Consent represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

10. Counterparts; Electronic Signatures. This Consent may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument. This Consent may be executed and delivered by facsimile, electronic signature, PDF or other electronic transmission, and such signatures shall be binding on the parties as originals.

11. Severability. If any section or provision of this Consent shall be held unenforceable by any court of competent jurisdiction, this Consent shall be construed as though such section or provision had not been included in it, and the remaining provisions shall remain in full force and effect.

12. Governing Law; Venue. This Consent shall be controlled by the laws of the State of Florida. Venue for any legal action shall be in the state or federal court of competent jurisdiction located in Lake County, Florida, with all other venue provisions expressly waived by the parties.

13. Waiver of Jury Trial. LANDLORD AND TENANT HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY in any action or proceeding for the interpretation, declaration, reformation, enforcement or resolution of any claim or defense that has been asserted or may ever be asserted by or against either party under this Consent, the Ground Lease or the Sublease, or under any law or theory governing any relationship between Landlord and Tenant relating to the foregoing.

14. Reliance by City. Landlord acknowledges and agrees that, although the City is not a party to this Consent and shall have no obligations under this Consent, the City may rely on this Consent in entering into the Sublease with Tenant for the Subleased Premises, subject in all respects to the terms and conditions of this Consent and the Ground Lease.


[Signatures on Following Page]

EXECUTED AS OF THE DATE FIRST SET FORTH ABOVE.

"LANDLORD"

MINNEOLA LAND, LLC, a Florida limited liability company

By: _____


Kevin Skorman, Manager

"TENANT"

CROOKED CAN BREWING COMPANY, LLC, a Florida limited liability company

By: _____

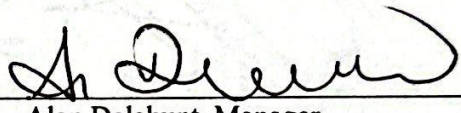
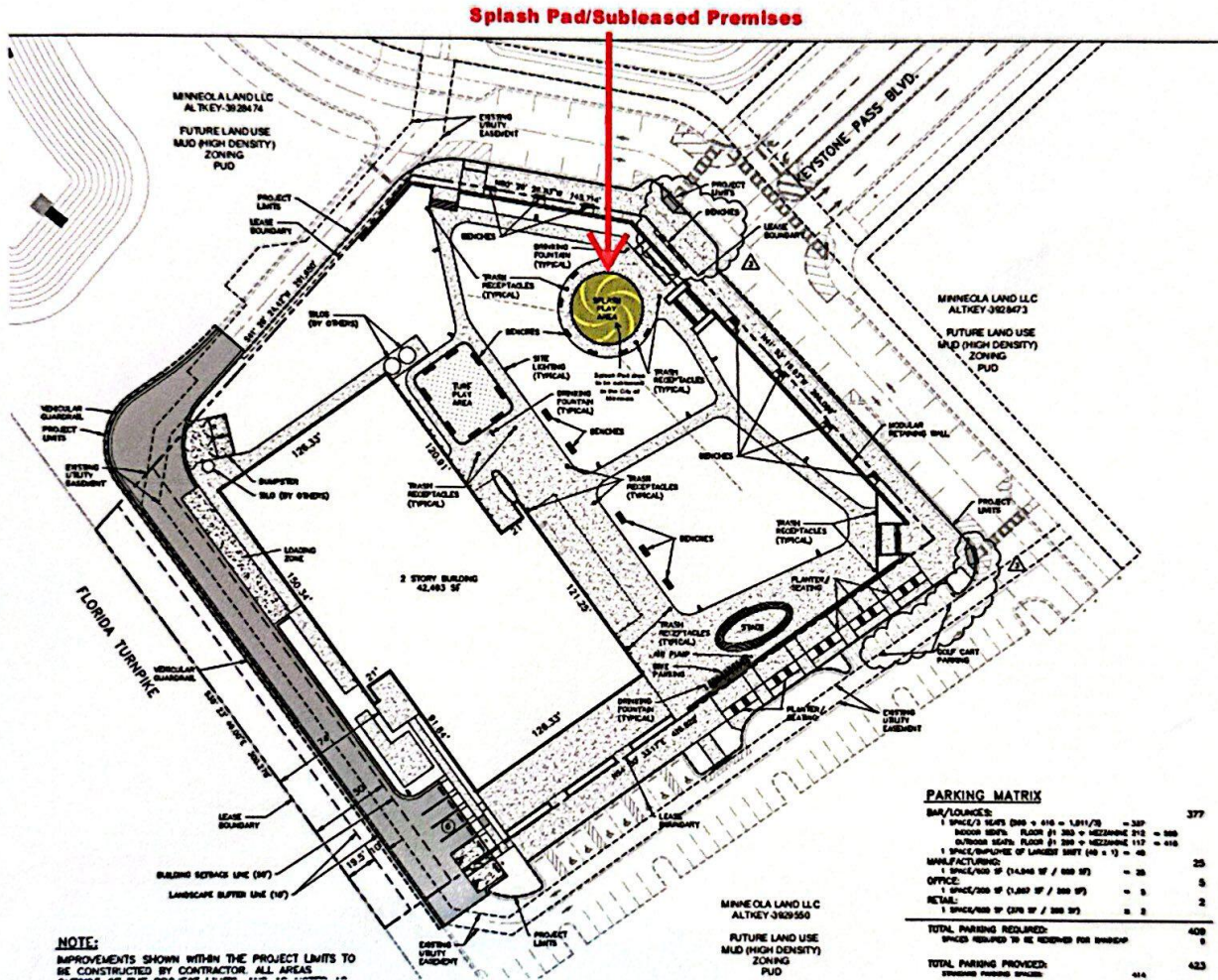

Alan Delahunt, Manager

EXHIBIT A - SPLASH PAD DRAWING





AGENDA SUMMARY
Community Redevelopment Agency
June 16, 2026

Agenda Item: 1.

Subject Title: Ordinance 2026-11 Sale of City Property - *First Reading*

Objective:

An Ordinance of the City Council of the City of Minneola, Florida, Acting as the Governing Body of the Minneola Community Redevelopment Agency, Approving the Sale of Certain Real Property Located East of Citrus Grove Road and South of Turkey Farm Road Within the Minneola, Mountain Community Redevelopment Area Pursuant to Section 163.380, Florida Statutes; Accepting the Purchase Offer Submitted by Citrus Ridge Retail, LLC; Authorizing the Execution of a Purchase and Sale Agreement and Related Closing Documents; Authorizing the City Manager to Take All Actions Necessary to Effectuate the Sale; Providing for Conflicts, Severability, and an Effective Date.

Summary:

The Developer Agreement with Overlook at Grassy Lake had a clause that said if the City wished to take it, there was a parcel on the North East corner of Grassy Lake Road that the developer would donate. Since the sewer lift station was on a part of it, the City decided to take the piece. The remaining parcel is 2.02± acres of property. Since it was intended as Commercial property, the City does not have a need for it. An adjacent property owner would like to purchase it to combine with their existing commercially zoned property..

Exhibits:

1. Ordinance 2026-11
2. 04.22.26 Minneola_Citrus Ridge Retail LLC - Offer to Purchase Alt (17724666.1)
3. AC26-2631 Revised 2 Minneola Land
4. Ad
5. Affidavit 2026-11

Options:

1. Approve the Ordinance as written.
2. Approve the Ordinance with conditions.
3. Postpone the decision.
4. Deny approval.

Fiscal Impact:

\$375,000.00

P & Z Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, ACTING AS THE GOVERNING BODY OF THE MINNEOLA COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE SALE OF CERTAIN REAL PROPERTY LOCATED EAST OF CITRUS GROVE ROAD AND SOUTH OF TURKEY FARM ROAD WITHIN THE MINNEOLA MOUNTAIN COMMUNITY REDEVELOPMENT AREA PURSUANT TO SECTION 163.380, FLORIDA STATUTES; ACCEPTING THE PURCHASE OFFER SUBMITTED BY CITRUS RIDGE RETAIL, LLC; AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT AND RELATED CLOSING DOCUMENTS; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE SALE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Minneola, Florida (“City Council”), pursuant to Part III, Chapter 163, Florida Statutes, created the Minneola Mountain Community Redevelopment Agency (“CRA”) and adopted a community redevelopment plan for the redevelopment area (“CRA Plan”); and

WHEREAS, Section 163.380, Florida Statutes, authorizes a community redevelopment agency and municipality to sell, lease, dispose of, or otherwise transfer real property within a community redevelopment area in accordance with the community redevelopment plan and upon such terms and conditions as may be deemed to be in the public interest; and

WHEREAS, the City owns certain real property located within the CRA boundaries consisting of approximately 2.02 acres located southeast of the corner of Citrus Grove Road and Turkey Farm Road, Minneola, Florida, identified by Alternate Key No. 3850819 and Parcel ID No. 05-22-26-0004-000-01300 (the “Property”); and

WHEREAS, the CRA caused a Notice of Availability of Real Property within the Community Redevelopment Area to be published in the Clermont Sun on April 8, 2026, in accordance with Section 163.380(3)(a), Florida Statutes, inviting proposals for the acquisition and redevelopment of the Property; and

WHEREAS, Citrus Ridge Retail, LLC, through counsel, submitted a written offer dated April 22, 2026, offering to purchase the Property for Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), contingent upon approval of related annexation, comprehensive plan amendment, and rezoning approvals associated with a proposed commercial retail development project; and

WHEREAS, the City Council finds that acceptance of the offer and disposition of the Property pursuant to Section 163.380, Florida Statutes, is in the best interests of the City, the CRA, and the public welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, ACTING AS THE GOVERNING BODY OF THE MINNEOLA MOUNTAIN COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are hereby ratified and confirmed as true and correct and are incorporated herein by this reference.

SECTION 2. FINDINGS AND DETERMINATIONS. The City Council hereby finds and determines that:

- A. The Property is located within the Minneola Mountain Community Redevelopment Area.
- B. The notice requirements of Section 163.380(3)(a), Florida Statutes, have been satisfied through publication in a newspaper of general circulation.
- C. The proposed sale and redevelopment of the Property are consistent with and further the purposes of the CRA Plan.
- D. The proposed redevelopment will provide needed retail, commercial, and restaurant opportunities serving the surrounding community and will enhance economic redevelopment within the CRA.
- E. The proposed purchase price of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) is in excess of the appraised market value of the Property and constitutes fair and adequate consideration.
- F. Approval of the sale of the Property pursuant to the terms authorized herein is in the public interest and consistent with Section 163.380, Florida Statutes.

SECTION 3. APPROVAL OF SALE. The City Council hereby approves the sale of the Property to Citrus Ridge Retail, LLC, or its permitted assigns, substantially in accordance with the terms contained in the April 22, 2026 offer to purchase, including:

1. Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) (the "Purchase Price");
2. Fifty percent (50%) of the Purchase Price payable on the thirty-first (31st) day following expiration of the applicable appeal period after final approval of the related development approvals, provided no appeal has been filed; and the remaining fifty percent (50%) payable upon issuance of site work permits by the City, but no later than eighteen (18) months after the initial closing;
3. The sale shall remain contingent upon approval of the associated annexation, comprehensive plan amendment, rezoning, and related development approvals for the proposed commercial development project.

SECTION 4. AUTHORIZATION TO EXECUTE AGREEMENTS. The City Manager and City Attorney are hereby authorized to negotiate and execute a Purchase and Sale Agreement and

any related closing documents, amendments, escrow agreements, deeds, affidavits, certificates, and instruments necessary to effectuate the sale approved herein, provided such documents are substantially consistent with the terms authorized by this Ordinance.

The City Manager is further authorized to execute any documents required to consummate the transaction following approval as to form and legality by the City Attorney.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, sentence, clause, phrase, or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

PASSED AND ORDAINED in regular session of the City Council of the City of Minneola, Lake County, Florida, this _____ day of _____, 2026.

THE CITY OF MINNEOLA, FLORIDA,

BY: _____
Pam Serviss, Mayor

Approved as to form:

ATTEST: _____
Kristine Thompson, Clerk

Scott A. Gerken, City Attorney

April 22, 2026

VIA EMAIL AND FEDEXJoyce Heffington
City of Minneola – CRA
800 N. U.S. Highway 27
Minneola, FL 34715

jheffington@minneola.us

Re: Offer to Purchase Alt Key 3850819 (the “City Parcel”)

Dear Joyce:

The City has provided notice of its intention to dispose of certain real property located within the City of Minneola Mountain Community Redevelopment Area in the attached Notice of Availability of Real Property Community Redevelopment Area (the “Notice”). The Notice was printed in the Clermont Sun on April 8, 2026, and was published in accordance with the requirements of Section 163.380(3)(a), Florida Statutes.

I am currently currently seeking approvals for an Annexation, Comprehensive Plan Amendment and Rezoning of approximately 17.74 acres (the “Approvals”), comprised of the City Parcel and Alt Keys 1028957 and 3910223 (collectively, the “County Parcels”; together with the City Property, the “Property”). Only the County Parcel requires the Annexation; the County Parcel and City Parcel also require the Comprehensive Plan Amendment and Rezoning. If approved, the Property would be developed into a commercial center with multiple end users that will provide needed retail, commercial and restaurant options for the City. The Approvals will require public hearings by Planning & Zoning Commission and two readings before the City Council; the final reading before City Council will determine whether the Approvals are approved (the “Final Hearing”).

The Approvals propose to include the City Parcel as part of the development plan since the new Camp Lake Commerce Drive (fka Turkey Farm Road) roadway design and existing topographical conditions constrain access into the County Parcels. Only half of the City Parcel is developable, and it has no current feasible use outside of the project proposed in the Approvals given that the site is bifurcated by a permanent transformer and also based on the site’s current topographical, access and other constraints. The attached Real Estate Appraisal Report, prepared by Tuttle-Armfield-Wagner



April 22, 2026

Page 2

Appraisal & Research, Inc. dated February 12, 2026, determined that the City Parcel has a total value of \$180,000.00. Citrus Ridge Retail, LLC (an entity being formed for this transaction and as a successor in interest to a current contract purchaser of the County Parcels; hereinafter referred to as "Buyer") is nevertheless willing to offer the City over double the appraised value and presents the following offer for purchase of the entire City Parcel in response to the Notice:

Contingent upon the Approvals being approved, Buyer will pay \$375,000.00 for the City Parcel in two installments- half will be paid the City on the 31st day following the expiration of the appeal period after the Final Hearing (presuming there is no appeal filed) and the other half will be paid when the developer obtains site work permits from the City (but in no event later than 18 months after the first closing). These terms will be codified in a purchase agreement to be executed by the parties prior to the Final Hearing. This purchase offer expires on June 17, 2026.

Buyer is comprised of multiple real estate and business professionals with the financial wherewithal to acquire the City Parcel and develop the Property. If you have any questions regarding this offer and proposed terms herein, we welcome the opportunity to discuss the same.

Sincerely,



Tara L. Tedrow

TLT/rrm

Enclosures



TUTTLE ARMFIELD WAGNER
APPRAISAL & RESEARCH, INC.

**REAL ESTATE APPRAISAL REPORT
OF 2.02 ACRES OF PLANNED DEVELOPMENT (PUD) LAND
LOCATED AT THE CORNER OF
TURKEY FARM ROAD AND CITRUS GROVE ROAD,
MINNEOLA, LAKE COUNTY, FL 34715**

Prepared For:
Citrus Grove Retail, LLC
c/o Mr. Kevin Skorman
6000 Metrowest Blvd.
Suite 111
Orlando, FL 32835

Effective Date of the Appraisal:
February 8, 2026

Date of the Report:
February 12, 2026

Prepared by:
TUTTLE-ARMFIELD-WAGNER APPRAISAL & RESEARCH, INC.
Matthew Jehs, MAI, State Certified General Real Estate Appraiser RZ2806
Jason Malick, Trainee Appraiser RI25267

File Name: AC26-2631

Tuttle-Armfield-Wagner Appraisals & Research, Inc.
412 E. New Haven Avenue, Melbourne, FL 32901

Matthew W. Jehs, MAI, Cert Gen RZ2806
Email: taw@t-a-w.com
Phone: (321) 723-7010

Gary DiGiacomo Cert Gen RZ1630
Email: tawres@t-a-w.com
Fax: (321) 723-4375

February 12, 2026

Citrus Grove Retail, LLC
c/o Mr. Kevin Skorman
6000 Metrowest Blvd., Ste. 111
Orlando, FL, 32835

Re: Real Estate Appraisal Report
2.02-Acres of Vacant Planned Development (PUD) Land,
Located at the Corner Of:
Turkey Farm Road and Citrus Grove Road,
Minneola, Lake County, FL 34715
File Name: AC26-2631

At your request, we have prepared an appraisal for the above referenced property. The subject property is legally described in the accompanying report, of which this letter is hereby made a part of and incorporated therein. This report is for your exclusive use and we are not responsible for any unauthorized use.

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). It presents a discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in our file.

The subject is a vacant land parcel situated near the corner of Citrus Grove Road and Turkey Farm Road in Minneola. The property consists of 2.02-acres of vacant land zoned PUD-Commercial in the City of Minneola. The property is partially bisected by a communications tower in the central portion of the property. The property has a downward sloping topography from the northeast corner towards the southwest corner and is naturally vegetated with no apparent site improvements. The property was recently donated to the City of Minneola from the developer of a master planned community directly to the west constructing the Overlook at Grassy Lake Subdivision. This donation occurred in November 2025. The property is not currently listed for sale nor under contract for purchase. The client of this report will utilize this analysis and research for rendering a decision to purchase all or a portion of the subject property.

The property is further identified as XXXX Turkey Farm Road (No Assigned Street Address), Minneola, Lake County, FL 34715 and Lake County Property Appraiser Parcel ID 05-22-26-0004-000-01300.

At the request of the client, the purpose of this appraisal is to estimate the Current Market Value of the subject property's Fee Simple estate in its "As Is" condition, effective February 8, 2026.

This letter of transmittal is not an appraisal report; however, the attached report sets forth the data, research, and analyses that support our value conclusions. Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Extraordinary Assumptions, we have made the following value conclusions:

| Value Conclusions | | | |
|----------------------------|--------------------|----------------|------------------|
| Premise | Interest Appraised | Effective Date | Value Conclusion |
| Current As Is Market Value | Fee Simple | 2/8/2026 | \$180,000 |


Please reference Page 6 of this report for important information regarding the Limiting Conditions and Assumptions; Page 9 for Extraordinary Assumptions, and Page 16 for scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology. Acceptance of this report constitutes an agreement with these conditions and assumptions.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any prior services regarding the subject within the previous three years of the effective date of this appraisal.

The intended user of this report is Citrus Grove Retail, LLC, and is intended only for use by them in estimating the market value of the subject property. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

We believe you will find this report to be self-explanatory; however, you are invited to contact us should you have any questions or require further information relative to this matter. We thank you for the opportunity to provide our professional services.

Respectfully submitted,
Tuttle-Armfield-Wagner Appraisal & Research, Inc.


Matthew W. Jehs, MAI
Cert Gen RZ2806


Jason Christopher Malick
Trainee, RI25267

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Summary of Important Facts and Conclusions

Report Dates

| | |
|----------------------------|-----------|
| Report Date | 2/12/2026 |
| Inspection Date | 2/8/2026 |
| As Is Date of Value | 2/8/2026 |

Subject Summary

| | |
|----------------------------|--|
| Property Name | 18734 Vacant Commercial Land XXXX Turkey Farm Road |
| Property Major Type | Land |
| Address | XXXX Turkey Farm Road |
| City | Minneola |
| County | Lake |
| State | FL |
| Zip | 34715 |
| Tax ID | 05-22-26-0004-000-01300 |
| Owner | City of Minneola |
| Land SF | 87,991 |
| Acres | 2.02 |
| Zoning | PUD |

Real Estate Assessment and Taxes

| Tax ID | Land | Improvements | Total Assessment | Millage Tax Rate | Ad Valorem Taxes | Non Ad Valorem Taxes | Tax Rate | Total Parcel Taxes |
|-------------------------|----------|--------------|------------------|------------------|------------------|----------------------|----------|--------------------|
| 05-22-26-0004-000-01300 | \$70,700 | \$0 | \$70,700 | 17.5866 | \$1,243.39 | \$19.00 | 17.5866 | \$1,262.39 |

Land Summary

| Parcel ID | Gross Land Area (Acres) | Gross Land Area (Sq Ft) | Usable Land Area (Acres) | Usable Land Area (Sq Ft) | Topography | Access |
|-------------------------|-------------------------|-------------------------|--------------------------|--------------------------|---------------|---------------|
| 05-22-26-0004-000-01300 | 2.02 | 87,991 | 2.02 | 87,991 | Below Average | Below Average |

Value Conclusions

| Premise | Interest Appraised | Effective Date | Value Conclusion |
|----------------------------|--------------------|----------------|------------------|
| Current As Is Market Value | Fee Simple | 2/8/2026 | \$180,000 |

Limiting Conditions and Assumptions

1. Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.
2. The values given in this appraisal report represent the opinion of the signers as to the values as of the dates specified herein. Values of real estate are affected by an enormous variety of forces and conditions which will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.
3. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however similar the same may be.
4. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.
5. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.
6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.
7. Possession of any copy of this report does not carry with it the right of publication, nor may it be used, or relied upon, for any purpose by anyone other than the client without prior written authorization of the client and identified as such herein, and in any event, only in its entirety. Parties who receive a copy of this report as a consequence of disclosure requirements applicable to our client do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such by our client at the time of engagement for services.
8. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.
9. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.
10. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.

11. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless noncompliance is stated, defined and considered in the appraisal report. Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.
12. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.
13. All data relating to land sales, improved property sales, and comparable rentals used in this report are considered to be proprietary; that is, owned by Tuttle-Armfield-Wagner. It is provided to the client for use within this report only. Any other use or distribution of this data without the prior written consent of Tuttle-Armfield-Wagner is specifically prohibited.
14. An environmental assessment was not provided for use in this assignment. No evidence of contamination was observed during our inspection, nor did we note the presence of commonly known toxic chemicals/hazardous materials. Nonetheless, we are not qualified to inspect/evaluate a site for potential hazards or contamination. Therefore, lacking contrary information, we assume that no contamination or environmental hazards exist that would adversely affect the subject utility and/or market value. Accordingly, the market value estimate contained herein is based on the accuracy of this assumption (subject to verification via a current environmental assessment as conducted by a duly qualified environmental scientist or engineer).
15. There are no proposed judgments or pending or threatened litigation that could affect the value of the property.
16. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
18. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
19. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

20. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Maps and plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.
21. Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.
22. It is assumed there are no encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.
23. This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.
24. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to ADA. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

Extraordinary Assumptions

An assumption is a statement or condition which is presumed or assumed to be true and from which a conclusion can be drawn. An extraordinary assumption is an assumption which if found to be false could alter the resulting opinion or conclusion. We note that the use of the following Extraordinary Assumptions might have an effect on assignment results if later found out to be untrue or faulty.

Extraordinary Assumptions

There are no Extraordinary Assumptions for this appraisal.

Identification of Subject

The subject is a vacant land parcel situated near the corner of Citrus Grove Road and Turkey Farm Road in Minneola. The property consists of 2.02-acres of vacant land zoned PUD-Commercial in the City of Minneola. The property is partially bisected by a communications tower in the central portion of the property. The property has a downward sloping topography from the northeast corner towards the southwest corner and is naturally vegetated with no apparent site improvements. The property was recently donated to the City of Minneola from the developer of a master planned community directly to the west constructing the Overlook at Grassy Lake Subdivision. This donation occurred in November 2025. The property is not currently listed for sale nor under contract for purchase. The client of this report will utilize this analysis and research for rendering a decision to purchase all or a portion of the subject property.

The property is further identified as XXXX Turkey Farm Road (No Assigned Street Address), Minneola, Lake County, FL 34715 and Lake County Property Appraiser Parcel ID 05-22-26-0004-000-01300 with Property Alternate Key 3850819.

Purpose of the Appraisal

At the request of the client, the purpose of this appraisal is to estimate the Current 'As Is' Market Value of the subject property's Fee Simple estate effective February 8, 2026. The "Market Value" and "Fee Simple" interests are defined in the Addendum.

Client

This appraisal report has been prepared for Citrus Grove Retail, LLC, c/o Mr. Kevin Skorman located at 6000 Metrowest Blvd, Suite 111, Orlando, FL 32835.

Intended Use and User of Appraisal

Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services. The client will rely upon this appraisal for internal use, including but not limited to, rendering a decision relative to purchase of all or a portion of the property rights of the subject property.

This report is not intended for any other use or user. No one other than the named client or any other party not identified as an intended user should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use.

Owner of Record and Sales History

The Lake County Property Appraiser's Record Card indicates current ownership is listed as City of Minneola. The property has been under this current ownership since November 6, 2025 when it was donated to the City of Minneola. We received little information from the City of Minneola but were provided a map of the planned development west of the subject (across Citrus Grove Road) that is currently under construction for development of a multi-phase retail and residential planned unit subdivision known as Overlook at Grassy Lake as shown below:



Below are the details of the last sale transfer:

| Subject Sale History | |
|-----------------------------|---|
| Transaction Type | Closed Sale |
| Price | \$10 |
| Date | 11/6/2025 |
| Days on Market | Unknown |
| Book/Page or Reference Doc. | 7 |
| Grantor | JTD Land At Grassy Lake, LLC |
| Grantee | City of Minneola |
| Property Rights | Fee Simple |
| Financing | Cash to seller |
| Conditions of Sale | Donation of Land |
| Verification Source | Property Appraiser |
| Comments | <p>This is the closed sale/donation of 2.02-acres of vacant commercial/PUD land located in the City of Minneola. The property is zoned PUD and has no areas of wetlands nor is it located in a flood zone.</p> <p>The property was a donation from JTD Land at Grassy Lake, LLC to the City of Minneola and was recorded with the Lake County Clerk of the Circuit Court on November 6, 2025.</p> |

Based on Information obtained from the client, various recognized published data sources and / or the county assessor's records, the subject property ownership history has had no other sales in the last three years. Further, the property is not currently listed for sale nor under contract for purchase.

Legal Description

The following Legal Description was obtained via Lake County records. We assume it is correct but strongly advise a current title policy be obtained if further verification is necessary.

Address: XXXX Turkey Farm Road (No Assigned Address), Minneola, Lake County, FL 34715, with Lake County Parcel ID: 05-22-26-0004-000-01300.

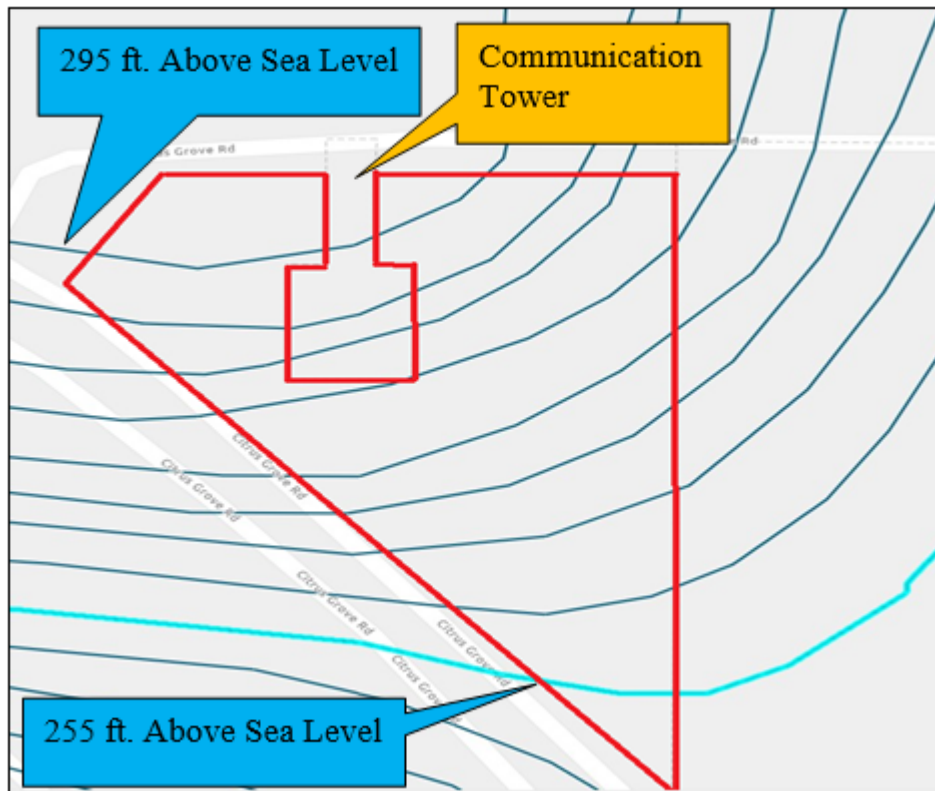
THAT PART OF THE WEST 3/4 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF MINNEOLA, LAKE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERN MOST CORNER OF OVERLOOK AT GRASSY LAKE EAST PHASE 3, AS RECORDED IN PLAT BOOK 81, PAGES 33 THROUGH 35, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, (SAID POINT BEING THE INTERSECTION OF THE SOUTHWEST RIGHT OF WAY LINE OF CITRUS GROVE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 5095, PAGE 1272, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE EAST LINE OF SAID WEST 3/4 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5); THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, N00°40'15"E ALONG SAID EAST LINE FOR 194.04 FEET TO AN INTERSECTION WITH THE NORTHEAST RIGHT OF WAY LINE OF SAID CITRUS GROVE ROAD AND SAID EAST LINE AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: N37°31'52"W FOR 195.10 FEET; THENCE N22°57'25"W FOR 51.66 FEET; THENCE N37°31'52"W FOR 98.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1032.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°21'37" FOR A DISTANCE OF 204.80 FEET TO A POINT ON A NON TANGENT LINE; THENCE N47°10'21"W FOR 40.10 FEET; THENCE N34°27'19"E FOR 67.53 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF THAT CERTAIN RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 518, PAGE 750, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°23'24"E ALONG SAID SOUTH RIGHT OF WAY LINE FOR 113.11 FEET TO AN INTERSECTION WITH THE NORTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGES 221 THROUGH 225, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING SEVEN (7) COURSES: THENCE S00°36'36"W FOR 65.00 FEET; THENCE N89°23'24"W FOR 25.00 FEET; THENCE S00°36'36"W FOR 100.00 FEET; THENCE S89°23'24"E FOR 80.00 FEET; THENCE N00°36'36"E FOR 100.00 FEET; THENCE N89°23'24"W FOR 25.00 FEET; THENCE N00°36'36"E FOR 65.00 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE S89°23'24"E ALONG SAID SOUTH RIGHT OF WAY LINE FOR 192.83 FEET TO THE AFORESAID EAST LINE OF THE WEST 3/4 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5; THENCE S00°40'15"W ALONG SAID EAST LINE FOR 508.50 FEET TO THE POINT OF BEGINNING.

Boundary Map

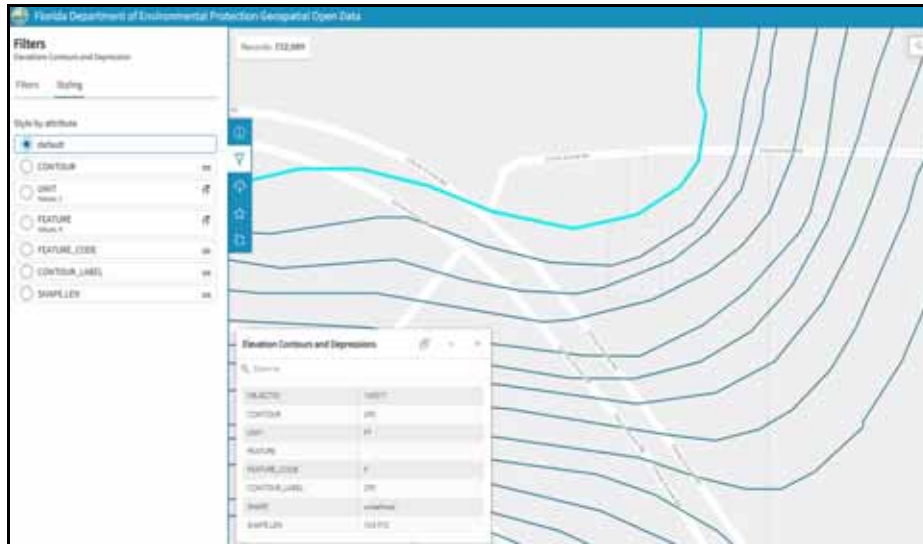


Topographic Map & Development Concerns

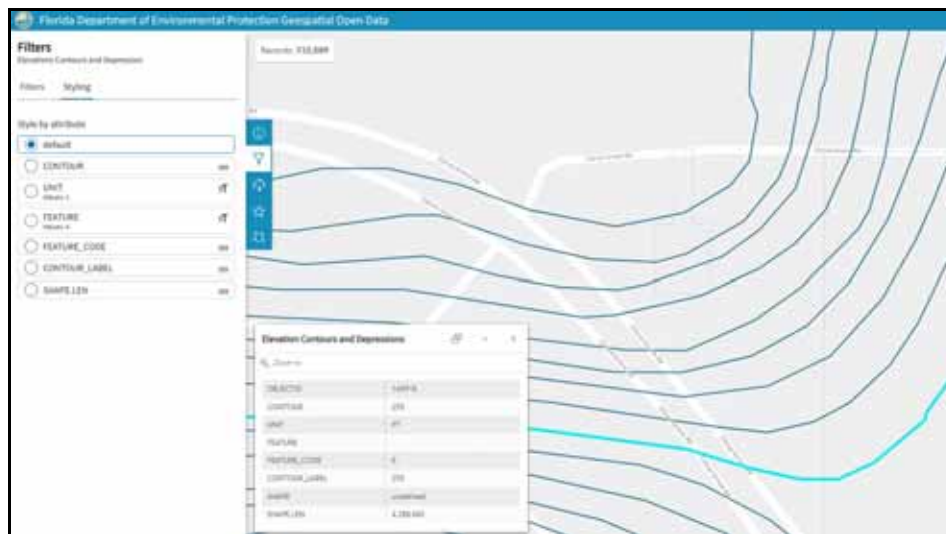


Topography

Below are topographic maps of the subject parcel. There are significant contours and slopes on the subject property extending from the highest point of elevation at the northwest corner sloping downward to the lowest part of the subject parcel at the southeast corner.



As shown above, the highest elevation at the subject property is found at the northwestern corner at approximately 295 ft. above sea level.



As shown above, the lowest elevation at the subject property is found at the southeastern corner at approximately 255 ft. above sea level. This is an elevation change of approximately 40 feet from the highest to the lowest point at the property.

Aerial



Eagle View



The aerial depictions are from the Lake County Property Appraiser records. The property boundaries are not exact. They are for illustrative purposes only.

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user. Therefore, the appraiser must identify and consider:

- the client and intended users of the report as well as the intended use;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

Scope Summary - Definition of the Problem

Problem

The purpose of the appraisal is to estimate the Current Market Value of the Fee Simple interest of the subject property on an 'As Is' basis.

Intended Use

The client will rely upon this appraisal for internal use, including but not limited to, rendering a decision relative to purchase of all or a portion of the property rights of the subject property.

Intended User(s)

Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

Appraisal Report

Based on the intended users understanding of the subject's physical, economic and legal characteristics, and the intended use of this appraisal, an appraisal report format was used.

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). It presents a discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in our file.

Utilized Approaches to Value

Cost Approach

The subject is vacant land and this method does not accurately reflect market participant actions.

Sales Comparison Approach

There is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach

The subject is vacant land and this method does not accurately reflect market participant actions.

Scope of Work

Property Identification

The subject has been identified by the assessors' parcel number, legal description, and address.

Is this a 'Land Only' appraisal?

yes

Inspection

An inspection of the subject property has been made, with photographs.

Zoning

A review of zoning and applicable land use controls has been made.

Market Analysis

The subject marketing area and surrounding neighborhoods within the county were examined in order to determine factors that significantly affect the subject property. Local land use policies, community support facilities, traffic patterns, demographics, and development trends were considered. A summary of the most pertinent details is presented.

Highest and Best Use Analysis

An "As Vacant" and "As Improved" H&BU analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the most reasonably probable and maximally productive use was concluded.

Information Sources

The appraiser maintains a comprehensive database for this market area and has reviewed the market for sales, rentals and listings relevant to this analysis. In addition, market data acquired in the course of previous appraisal work is retained in the appraiser's work files. Other sources include, but are not limited to the following: Multiple Listing Services, public records, interviews with brokers, buyers, and sellers, appraisal files, published articles and surveys. Information pertaining to this data was verified by one or more parties involved with, or having reliable knowledge of, each individual transaction when possible.

Information Not Available

We had sufficient information to conclude a reliable value conclusion.

Comments

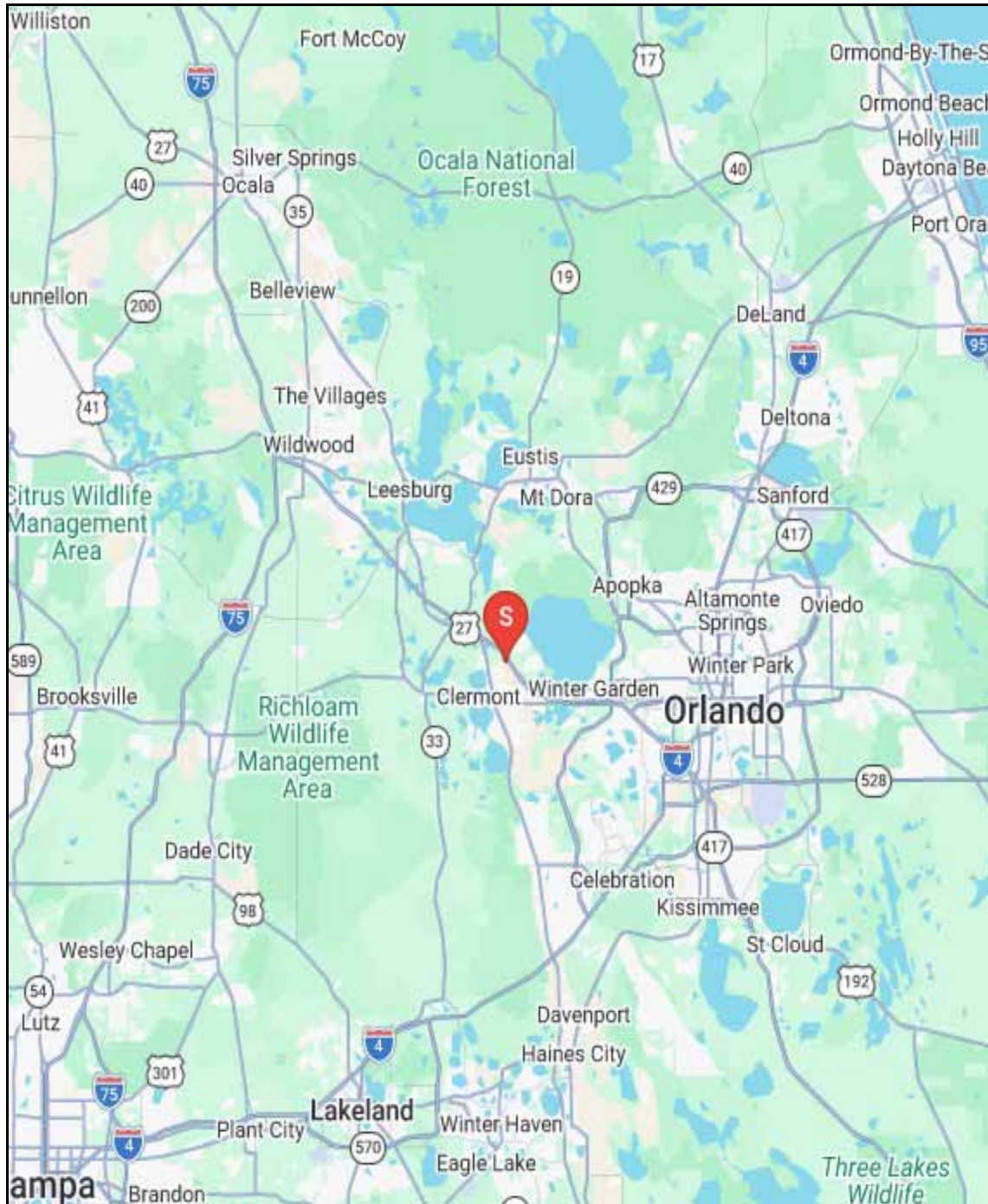
The employed methods and level of analysis provides a credible value conclusion for the subject property.

Competency Comment

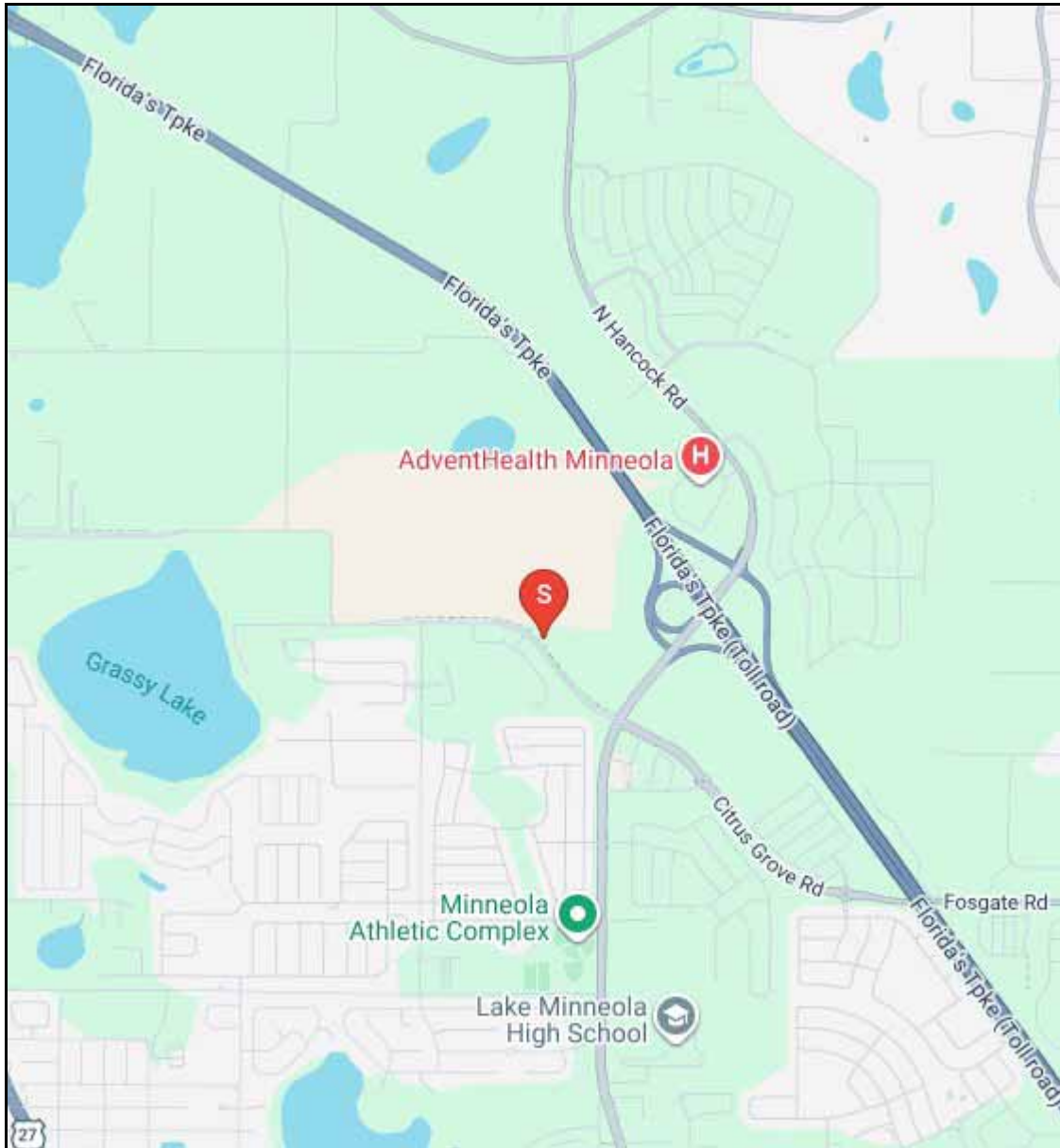
The person(s) signing this report are licensed to appraise real property in the state the subject is located. They affirm they have the experience, knowledge, and education to value this type property. They have previously appraised similar real estate.

Location Maps

Regional Perspective



Neighborhood Perspective



Neighborhood Analysis

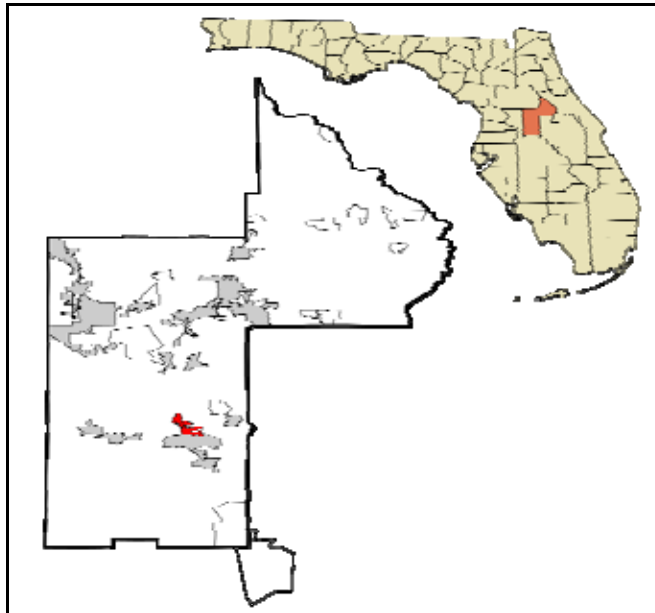
Location and General Data

The subject property is located in the City of Minneola within Lake County. Minneola is part of the Orlando-Kissimmee-Sanford Florida Metropolitan Statistical Area (MSA).

The predominant cause for the population increases in Florida and Lake County is migration. Lake County's location in the central portion of the state is attractive to persons within more urbanized areas of South Florida seeking a less congested locale and better quality of life. The mild climate has also made Lake County a popular residential area for permanent retirees and seasonal residents from colder northern regions. A new report from Redfin indicates that states with lower taxes are attracting people from all over the country. Florida has the seventh-lowest tax rate in the country and saw seven people move in for every person who left. Florida gained more residents than all but four states between 2013 and 2020. As of early 2026, Minneola has a population of approximately 22,412 and is one of the fastest-growing cities in Florida with a significant annual growth rate with estimates indicating a population increase of over 38% since the 2020 census, driven by residential development.

The City of Minneola has a strong business core. Some of the top employers include AdventHealth Minneola, Lake County Schools, Publix Super Markets, and Target. With close proximity to Clermont and the Florida Turnpike, Minneola has become a hub for expanding commercial and service-based employment.

The subject neighborhood is defined as the Florida's Turnpike to the north and east, E. Highway 50 to the South, and U.S. Highway 27 to the west. This area is approximately 13 square miles.



Location of Minneola in Lake County and the State of Florida



LAKE COUNTY ECONOMIC INDICATORS REPORT
 QUARTER 4 ENDING DECEMBER 2025
 Office of Economic Development

Labor Market*

| Category | | | | |
|-----------------------------------|---------|-----------|------------|-------------|
| Labor Force | 198,188 | 1,539,334 | 11,213,000 | 170,723,000 |
| Employed | 188,757 | 1,471,428 | 10,717,000 | 163,720,000 |
| Unemployed | 8,909 | 67,906 | 433,000 | 7,003,000 |
| Unemployment Rate (December 2025) | 4.8% | 4.4% | 4.4% | 4.1% |
| Unemployment Rate (December 2024) | 3.2% | 3.0% | 3.2% | 3.8% |

Source: Florida Department of Commerce, courtesy of Orlando Economic Partnership

*Not seasonally adjusted

**Orlando MSA consists of Orange, Seminole, Osceola, Lake

Lake County Jobs

| Compensation | December 2025 | December 2024 |
|--------------------------|---------------|---------------|
| Median Advertised Salary | \$44,928 | \$41,600 |
| Unique Postings | 5,418 | 4,762 |

Source: Lightcast, courtesy of Orlando Economic Partnership

| Location | Open Jobs | # of Unemployed People Per 100 Jobs* |
|----------|-----------|--------------------------------------|
| Lake | 5,060 | 177 |
| Florida | 429,221 | 101 |

Source: Florida Department of Economic Opportunities, courtesy of The Florida Scorecard. The most current data for this is December 2025.

*This is the seasonally adjusted number of unemployed for the state from the U.S. Bureau of Labor Statistics.

Note: Data for unique postings and open jobs differ due to differences in reporting timeframes - unique postings capture full month in question, open jobs are reported in mid-monthly timeframes (14th of previous month to 13th of current month).

Tourism

| Category | November 2025 | November 2024 | Annual Change |
|-----------------|---------------|---------------|---------------|
| TDT Collections | \$441,760 | \$451,760 | -2.21% |
| Hotel Occupancy | 64.7% | 74.1% | -9.4pp |

Source: TDT Collection, Lake County Tax Collector, courtesy of Visit Lake. Hotel Occupancy, Smith Travel Research, courtesy of Visit Lake.



LAKE COUNTY ECONOMIC INDICATORS REPORT
 QUARTER 4 ENDING DECEMBER 2025
 Office of Economic Development

Business Revenues/Gross Sales

| Location | October 2025 | October 2024 | Annual Change |
|-------------|------------------|------------------|---------------|
| Lake County | \$1,327,229,991 | \$1,273,780,483 | 4.2% |
| Orlando MSA | \$18,892,325,817 | \$18,689,043,147 | 1.1% |

Source: Florida Department of Revenue, courtesy of Orlando Economic Partnership
 Note: As of the time of publication, the Florida Department of Revenue has not released sales data for November or December of 2025 so the most recent data was used

Lake County Commercial/Industrial Real Estate

| Type | Quarter 4 2025 | Quarter 4 2024 | Annual Change |
|--------------------|----------------|----------------|---------------|
| Office Vacancy | 4.3% | 3.9% | 0.4pp |
| Industrial Vacancy | 15.0% | 13.1% | 1.9pp |

Source: CoStar, courtesy of Orlando Economic Partnership

Lake County Residential Real Estate

| Category | Single Family December 2025 | Annual Change | Townhomes & Condos December 2025 | Annual Change |
|-------------------|-----------------------------|---------------|----------------------------------|---------------|
| Closed Sales | 577 | 12% | 55 | 7.8% |
| Median Sale Price | \$375,000 | -7.4% | \$320,000 | -5.2% |
| Active Inventory | 2,363 | 5.5% | 260 | 25% |
| Dollar Volume | \$262,000,000 | 12% | \$17,500,000 | 6.4% |
| New Listings | 544 | 7.7% | 49 | -22% |
| New Pending Sales | 434 | 16% | 46 | 28% |

Source: Florida Realtors® courtesy of Realtors® Association of Lake and Sumter Counties

Lake County Board of County Commissioners, Office of Economic Development Office
 Contact Information: Meg Brew, Director
 Megan.Brew@lakecountyfl.gov
 315 W. Main St. Suite 515
 Tavares, FL 32778
 BusinessinLakeFL.com

Transportation & Traffic Patterns

North/South Routes

Florida's Turnpike – This is a major arterial roadway throughout much of Florida spanning approximately 265 miles from I-75 near Wildwood north of the subject to Miami Gardens in South Florida. Minneola is accessed from the turnpike at Exit 278. This exit is east of the subject within ½ mile where it intersects with N. Hancock Road.

U.S. Highway 27 – This is a north-south United States Numbered Highway with the southern terminus at US 1 in Miami and the northern terminus near Fort Wayne, Indiana. U.S. Highway 27 intersects with Citrus Grove Road approximately 2 miles west of the subject.

East/West Routes

State Road 50– an east-west highway that spans 114 miles from Weeki Wachee west of the subject to US Highway 1 in Titusville. SR 50 intersects with N. Hancock Road approximately 4 miles southeast of the subject in the City of Clermont.

Traffic Count Map

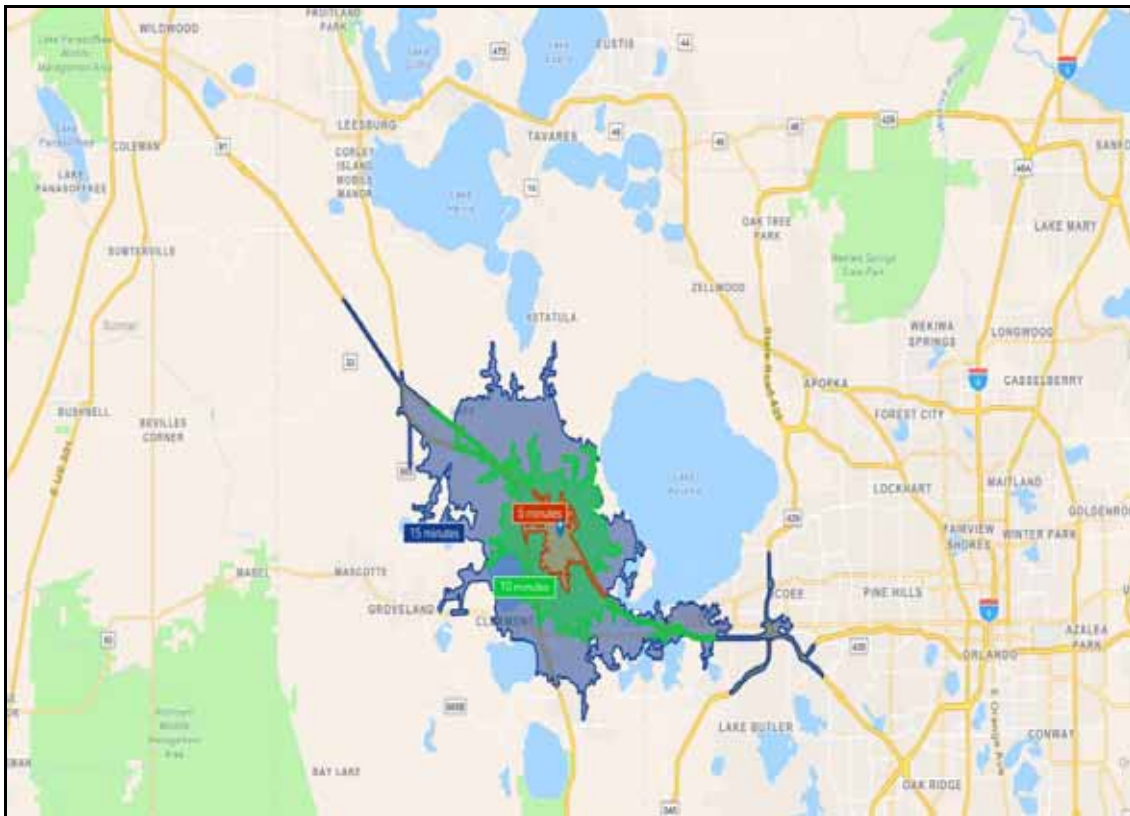
A traffic count map for roadways in the area is located below. In the area of the subject, Citrus Grove Road nor Turkey Farm Road have traffic levels tracked as this is primarily a local roadway residential use. Southeast of the subject, Citrus Grove Road intersects with N. Hancock Road that has traffic levels tracked at 17,500 vehicles per day. Near the subject, the Florida's Turnpike has traffic levels tracked at 79,800 vehicles per day and west of the subject, traffic is tracked at 36,500 vehicles per day along N. Highway 27.



Demographics

For demographic data, we have included a detailed analysis of the neighborhood provided by ESRI, the endorsed GIS firm utilized by both the Appraisal Institute and CCIM members. This data incorporates information reported by U.S. Bureau of the Census, 2010 Census of Population and Housing. ESRI then makes credible forecasts for 2020 and 2025. Due to the geographical factors presented by the Halifax River, the most appropriate study areas are 5, 10, & 15-minute drive times.

Population and income information for the five, ten, and fifteen-minute drive times are shown on the following tables. All three study areas have slight increases forecast for population levels as well as income levels, with the five-minute area having the greatest income levels.



(Site to Do Business 5, 10, and 15-minute drive-time)



Community Profile

17201 Citrus Grove Rd, Clermont, Florida, 34715
 Drive time: 5, 10, 15 minute radii

Prepared by Esri
 Latitude: 28.59720
 Longitude: -81.72588

| | 5 minutes | 10 minutes | 15 minutes |
|-------------------------------|-----------|------------|------------|
| Population Summary | | | |
| 2010 Total Population | 2,504 | 22,010 | 53,929 |
| 2020 Total Population | 5,103 | 32,003 | 77,454 |
| 2020 Group Quarters | 0 | 589 | 1,698 |
| 2025 Total Population | 8,633 | 39,691 | 93,372 |
| 2025 Group Quarters | 0 | 480 | 1,570 |
| 2030 Total Population | 10,633 | 46,019 | 106,694 |
| 2025-2030 Annual Rate | 4.26% | 3.00% | 2.70% |
| 2025 Total Daytime Population | 6,229 | 42,961 | 92,727 |
| Workers | 1,173 | 21,723 | 44,604 |
| Residents | 5,056 | 21,238 | 48,123 |
| Household Summary | | | |
| 2010 Households | 789 | 7,705 | 19,310 |
| 2010 Average Household Size | 3.17 | 2.79 | 2.72 |
| 2020 Total Households | 1,496 | 10,944 | 28,179 |
| 2020 Average Household Size | 3.41 | 2.87 | 2.69 |
| 2025 Households | 2,849 | 13,933 | 34,880 |
| 2025 Average Household Size | 3.03 | 2.81 | 2.63 |
| 2030 Households | 3,585 | 16,371 | 40,443 |
| 2030 Average Household Size | 2.97 | 2.78 | 2.60 |
| 2025-2030 Annual Rate | 4.70% | 3.28% | 3.00% |
| 2010 Families | 624 | 5,894 | 14,340 |
| 2010 Average Family Size | 3.52 | 3.16 | 3.12 |
| 2025 Families | 2,290 | 10,686 | 25,805 |
| 2025 Average Family Size | 3.45 | 3.24 | 3.03 |
| 2030 Families | 2,866 | 12,560 | 29,940 |
| 2030 Average Family Size | 3.38 | 3.20 | 2.99 |
| 2025-2030 Annual Rate | 4.59% | 3.28% | 3.02% |
| Housing Unit Summary | | | |
| 2000 Housing Units | 338 | 3,634 | 11,773 |
| Owner Occupied Housing Units | 71.9% | 75.6% | 67.0% |
| Renter Occupied Housing Units | 24.0% | 17.9% | 20.6% |
| Vacant Housing Units | 4.1% | 6.5% | 12.4% |
| 2010 Housing Units | 871 | 8,579 | 21,906 |
| Owner Occupied Housing Units | 70.6% | 66.3% | 62.8% |
| Renter Occupied Housing Units | 20.0% | 23.5% | 25.4% |
| Vacant Housing Units | 9.4% | 10.2% | 11.9% |
| 2020 Housing Units | 1,577 | 11,729 | 30,577 |
| Owner Occupied Housing Units | 79.7% | 69.1% | 65.7% |
| Renter Occupied Housing Units | 15.2% | 24.2% | 26.5% |
| Vacant Housing Units | 4.8% | 6.5% | 8.0% |
| 2025 Housing Units | 2,997 | 14,805 | 37,640 |
| Owner Occupied Housing Units | 80.4% | 72.3% | 69.0% |
| Renter Occupied Housing Units | 14.6% | 21.9% | 23.7% |
| Vacant Housing Units | 4.9% | 5.9% | 7.3% |
| 2030 Housing Units | 3,713 | 17,203 | 42,830 |
| Owner Occupied Housing Units | 79.8% | 73.5% | 70.5% |
| Renter Occupied Housing Units | 16.7% | 21.7% | 23.9% |
| Vacant Housing Units | 3.4% | 4.8% | 5.6% |

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: Esri forecasts for 2025 and 2030. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

February 05, 2026



Community Profile

17201 Citrus Grove Rd, Clermont, Florida, 34715
 Drive time: 5, 10, 15 minute radii

Prepared by Esri
 Latitude: 28.59720
 Longitude: -81.72588

| | 5 minutes | 10 minutes | 15 minutes |
|--------------------------------|-----------|------------|------------|
| Median Household Income | | | |
| 2025 | \$103,664 | \$96,141 | \$96,211 |
| 2030 | \$111,588 | \$105,625 | \$106,980 |
| Median Home Value | | | |
| 2025 | \$441,747 | \$428,335 | \$444,889 |
| 2030 | \$470,557 | \$468,822 | \$491,638 |
| Per Capita Income | | | |
| 2025 | \$38,755 | \$39,739 | \$44,054 |
| 2030 | \$43,929 | \$44,767 | \$49,462 |

Summary and Conclusion

The subject neighborhood is a mixed-use area which is approximately 70% developed. Commercial and residential land uses are the predominant type of development within this defined area. To a lesser extent, a variety of institutional and recreational uses are present. Commercial development is located along the major traffic arteries and appears to be adequate to support the surrounding residential population. The area is well-served by adequate roadways, and supported by a diversified employment base.

The subject's neighborhood is well located with respect to employment centers. The number of housing units and population has increased significantly since 2000 in all three drive-times. No adverse area conditions are known, nor were any observed, that preclude or severely limit the subject's utilization to its highest and best use as determined herein. In comparison to other areas in the region, the market area is rated as follows:

MARKET AREA ATTRIBUTE RATINGS

| | |
|--|--|
| Highway Access | Good |
| Demand Generators | Good |
| Convenience to other supporting land uses | Good |
| Convenience to Public Transportation | Average |
| Employment Stability | Average |
| Police and Fire Protection | Average |
| General Appearance of Properties | Average |
| Appeal to Market | Average |
| Prices/Value Trend | Stable for Residential Stable for Commercial Stable for Industrial |

Zoning

Requirements noted below are not intended to represent all applicable aspects of the ordinance. They do provide the reader with knowledge of general legal parameters.

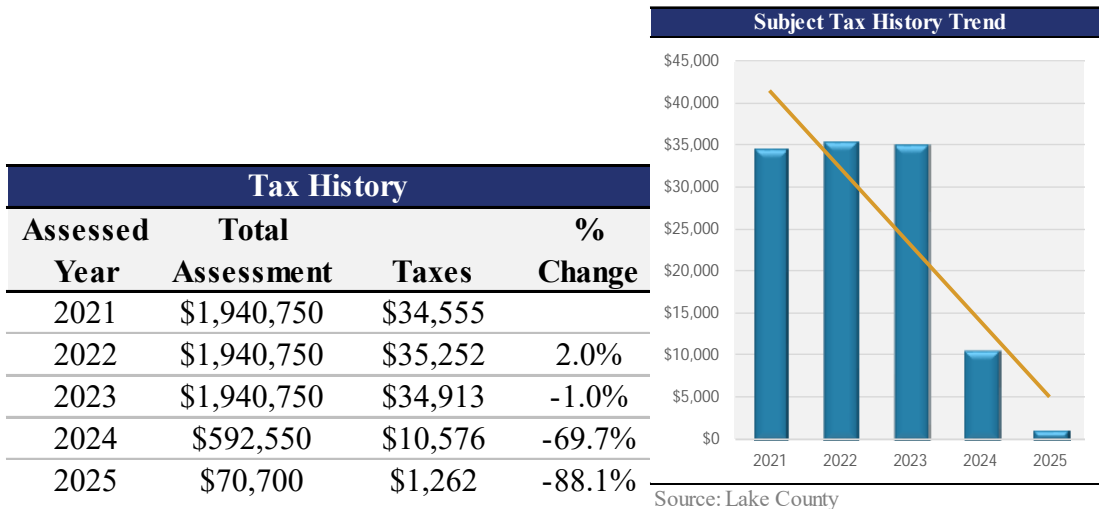
| Zoning Summary | |
|--------------------------------------|--|
| Zoning Authority | Minneola |
| Zoning District | Commercial |
| Zoning Code | PUD |
| Zoning Type/Description | PUD - Planned United Development Grassy Lake |
| Zoning Intent/Summary | The PUD district is established to implement comprehensive plan policies by allowing a variety of housing types with a broad range of housing costs. This PUD district is designed to encourage innovative development concepts to provide design amenities and to manage natural features of the land. The location of such PUD's will be dictated by the type of development that will be provided. (Residential PUD's will be located in residentially designated areas of the future land use map of the comprehensive plan as an overlay district, commercial PUDs will be located in commercially designated areas of the future land use map as an overlay district, etc.) Densities and intensities cannot exceed those which are permitted in that area on the future land use map. |
| Permitted Uses | (2)Commercial PUD. Commercial uses as permitted under the B-1 and OR zoning districts and other uses deemed appropriate and incidental to the primary use by the city council. Permitted uses in the B-1 Business District include but are not limited to: Offices, personal services, convenience stores without fuel operations, laundry & dry cleaning retail stores, financial services, office supply, retail sales & services, business services, office complex, maintenance contractor, medical office/clinic, manufactured homes sales & service, office condominiums, restaurants, banks, health/exercise club, adult/vocational education, learning center. |
| Future Land Use | MURD - Overlook |
| Minimum Lot Area | 22,500 SF |
| Minimum Lot Width | 150 ft. |
| Minimum Lot Depth | None |
| Front Set Back Distance | 15 ft. |
| Side Yard Distance | 15 ft. |
| Back Yard Distance | 15 ft. |
| Maximum Building Height | 35 ft. |
| Zoning Parking Requirements | Varies by use |
| Deed Restrictions/Moratoriums | To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development. |
| Entitlements | We were provided no information by ownership that the subject site possesses any Entitlements which would affect the subject site. We assume that the subject does not have Entitlements in place which would significantly affect the value. |
| Zoning Data Source | City of Minneola Code of Ordinances |

Appraiser's Note: In speaking with a Senior Planner with the City of Minneola, Thomas Grimms, the subject is zoned PUD Commercial as of the effective date of the appraisal, February 8, 2026.

Assessment and Taxes

| Real Estate Assessment and Taxes | | | | | | | | |
|----------------------------------|----------|--------------|------------------|------------------|------------------|----------------------|----------|--------------------|
| Tax ID | Land | Improvements | Total Assessment | Millage Tax Rate | Ad Valorem Taxes | Non Ad Valorem Taxes | Tax Rate | Total Parcel Taxes |
| 05-22-26-0004-000-01300 | \$70,700 | \$0 | \$70,700 | 17.5866 | \$1,243.39 | \$19.00 | 17.5866 | \$1,262.39 |

The tax year runs from January 1st to December 31st. Real estate taxes in Lake County are paid one year in arrears (2024 taxes are paid in 2025), and are due and payable November 1st of each year or as soon thereafter as the certified tax roll is received by the Tax Collector from the Property Appraiser. Properties in Lake County are assessed Ad Valorem Taxes and Non-Ad Valorem Taxes. Ad valorem taxes, or real property taxes, are based on the value of such property. Non-ad valorem assessments are NOT based on value but are set amounts. The Non-Ad Valorem Taxes the subject is responsible for goes toward solid waste disposal and emergency medical services. According to Florida law, assessments are to be at 'Full Just Value'. This term is generally held to be 100% Market Value, less reasonable costs of sales. It has been our experience, however, that assessments vary widely in relation to market value as defined in this report. Reassessments are annual based on a calendar year.



Appraiser's Note: The subject was previously a part of a subdivision, Overlook at Grassy Lake, with a total acreage of 118.47-acres inclusive of the subject 2.02-acres. As lots were sold within the subdivision, the tax burden for the developer started to reduce via the total assessment in 2024 and continued through 2025. The subject 2.02-acre parcel was donated to the City of Minneola in November 2025 and has not been reassessed since the previous transfer. This will occur later in 2026.

Property Description

The following description is based on our property inspection, public records, and a survey.

| Site Summary | |
|--------------------------|--|
| Parcel ID | 05-22-26-0004-000-01300 |
| Location | The subject has an assigned address of XXXX Turkey Farm Road, Minneola, FL, 34715. |
| Land Use | Commercial |
| Current Use | Vacant PUD Land |
| Map Latitude | 28.597043 |
| Map Longitude | -81.725997 |
| Adjacent Land Uses | The subject is located in a mixed-use area of the City of Minneola. North and east of the subject is vacant land and the Florida's Turnpike. South and west of the subject are single-family residential developments including a new subdivision, Overlook at Grassy Lake. Southeast of the subject is a newly developed shopping plaza, Hills Crossing, anchored by a Publix Shopping Center with several retail outparcels including McDonald's, Starbucks, Chipotle Mexican Grill, Extra Space Storage, Papa Johns Pizza, and Jersey Mike's Subs. |
| Site Analysis & Comments | Site utility is below average. The subject has a communication tower that bisects the site and affects the shape and overall developable area. Further, the topography is downward sloping from the northwest corner to the southeast corner with an approximate 40 foot drop in sea level from 295 feet above sea level at the highest point to 255 feet at the lowest point. Utilities would need to be extended/bored under Citrus Grove Road and access would likely be an issue and would likely need to be developed along Turkey Farm Road vs. the arterial roadway and frontage along Citrus Grove Road. |

| Site Size Attributes | |
|---------------------------|--|
| Gross Land Area (Sq Ft) | 87,991 |
| Gross Land Area (Acres) | 2.02 |
| Usable Land Area (Sq Ft) | 87,991 |
| Usable Land Area (Acres) | 2.02 |
| Excess Land Area Comments | There is no indicated excess land. The subject Floor Area Ratio (FAR) meets or exceeds current building trends for this property type. |
| Usable Land Area Comments | Other than the setback ordinances required by zoning, we have been provided no information that any of the subject land is unusable. |
| Source for Site Size | Property appraiser record card. |
| Site Size Analysis | The total subject land area is typical for a commercial use in the subject neighborhood. |

| Site Characteristics | |
|------------------------------------|---|
| Corner Lot | is |
| Dimensions | Varies |
| Primary Frontage Street Name | Citrus Grove Rd. |
| Secondary Frontage Street Name | Turkey Farm Road |
| Frontage - Primary Street (Feet) | 590 |
| Frontage - Secondary Street (Feet) | 307 |
| Average Depth (Feet) | Varies |
| View | Average |
| View Description | The primary street frontage is along Turkey Farm Road. |
| Access | Below Average |
| Access Description | There is currently no direct access to the subject. Access to the subject is speculative and would likely need to come from the southern elevation of Turkey Farm Road. Access from Citrus Grove Road would necessitate an extension of the turn lane to accommodate an access point from the eastern elevation of Citrus Grove Road. Access from Citrus Grove Road would necessitate an extension of the deceleration turn lane. From Turkey Farm Road, the unpaved road would need to be upgraded to current standards. |
| Site Visibility | Average |
| Site Visibility Description | The site has low passing traffic which is typical for a commercial use. |
| Site Improvements | The site is a vacant land parcel with no site improvements. |
| Off-Site Improvements | The off-site improvements consist largely of the improved roadways and municipal utilities. |
| Street Lighting | There are no street lights along Citrus Grove Rd. nor Turkey Farm Rd. in the area of the subject. |
| Sidewalks | There are sidewalks along Citrus Grove Rd. but not Turkey Farm Rd. |
| Curb and Gutter | There are curbs and gutters along Citrus Grove Rd. but not Turkey Farm Rd. |
| Drainage | The subject site is vacant land and does not have any drainage system in place. |
| Landscaping | The subject is vacant land, and does not have any planted landscaping. It is natively vegetated. |
| Topography | Downward sloping. There are significant elevation changes and contours present at the subject with a 40 foot elevation drop from the northwest corner to the southeast corner that would render development difficult without extensive alterations to the landscape. |
| Shape | Roughly Triangular. The communication tower that bisects the property would likely make uniform development difficult and would likely render the northern land west of the tower unusable. This would limit development to the southern and eastern portion which has significant elevation concerns. |
| Soil Conditions | The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights. |

| Site Utilities | |
|------------------------------------|---|
| Adequacy of Utilities | The subject's utilities access are below average as utilities would need bored under Citrus Grove Road from the west. |
| Public Electricity | Nearby-Above ground elevated lines. |
| Water Supply Type | Nearby-City Water (would likely require boring under Citrus Grove Rd.) |
| Sewer Type | Nearby (would require extension and stubbing to site) |
| Rail Access | Unknown |
| Site Hazards | |
| FEMA Map # | 12069C0580E |
| FEMA Map Date | 12/18/2012 |
| Flood Zone | X |
| In Flood Plain | No |
| Flood Zone Comments | The Flood Zone X classification denotes areas that are "determined to be outside the 500-year flood", and are considered to be of minimal flood hazard. The appraiser is not an expert in this matter and is reporting data from FEMA maps. |
| Encumbrance / Easement Description | We were provided a current survey and title policy of the subject property. No easements, encumbrances, and or deed restrictions exist that adversely affect subject utility or market value. Accordingly, the market value estimated herein is contingent on the accuracy of this assumption. The full title policy for the subject can be found in the Addenda of this appraisal report. Please reference Limiting Conditions and Assumptions. |
| Environmental Issues | We were not provided with an Environmental Survey report addressing potential contaminants or hazards. No adverse environmental conditions on the subject site were reported to the appraisers, and we assume the site is free and clear of environmental hazards. We were provided Phase I ESA for the adjacent site composed by Bio-Tech Consulting Environmental and Permitting Dated November 27, 2024 with an assessment that revealed no RECs, Controlled Recognized Environmental Conditions (CRECs) or Significant Data Gaps (SDGs). This ESA is maintained in the appraiser's work file. Please reference Limiting Conditions and Assumptions. |
| Encroachments | No encroachments onto the subject property were noted by inspection or survey. We assume there are no encroachments onto the subject site. |
| Wetlands Type | None |
| Retention | None; Req. Upon Development |
| Possible Nuisance | No nuisances were observed upon inspection of the subject property. |



Aerial



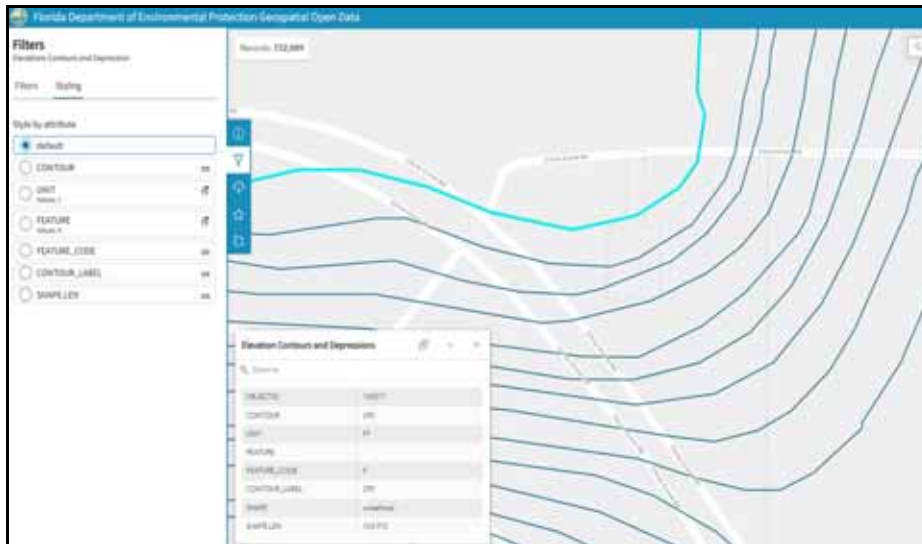
Eagle View



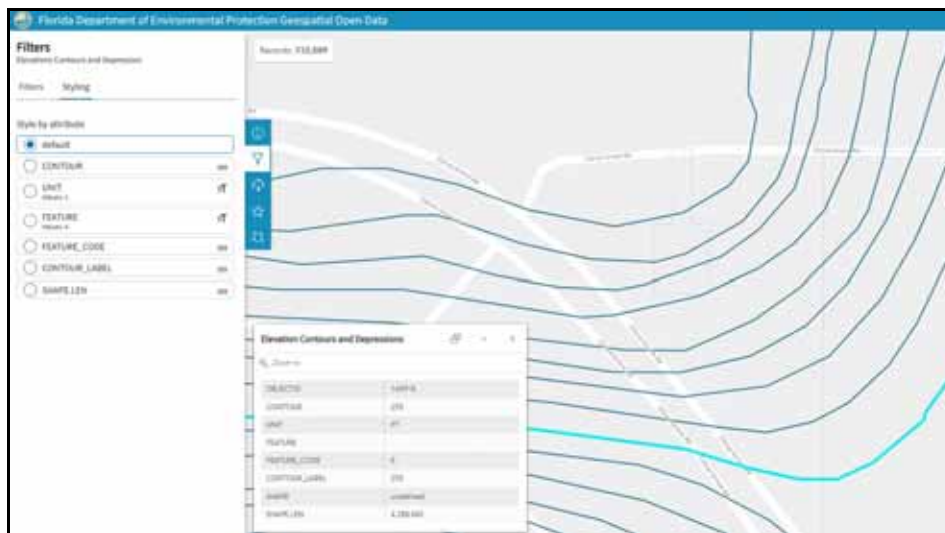
The aerial depictions are from the Lake County Property Appraiser records. The property boundaries are not exact. They are for illustrative purposes only.

Topography

Below are topographic maps of the subject parcel. There are significant contours and slopes on the subject property extending from the highest point of elevation at the northwest corner sloping downward to the lowest part of the subject parcel at the southeast corner.



As shown above, the highest elevation at the subject property is found at the northwestern corner at approximately 295 ft. above sea level.



As shown above, the lowest elevation at the subject property is found at the southeastern corner at approximately 255 ft. above sea level. This is an elevation change of approximately 40 feet from the highest to the lowest point at the property.

Subject Photographs



Subject Land – Northwest Corner



Land – Southwest Corner Facing East



Subject Terrain



Interior Portion of Subject



Communication Town Bisecting Subject Property



Downward Sloping Topography



Citrus Grove Road – Facing East



Citrus Grove Road – Facing West



Paved Portion of Turkey Farm Rd.



Unpaved Portion of Turkey Farm Rd.

Highest and Best Use

Before an opinion of value can be developed, the highest and best use of the property must be determined for both the subject site as though vacant, and for the property as improved. Highest and best use may be defined as

“The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value 1.”

1. **Permissible Use.** What uses are permitted by zoning and other legal restrictions?
2. **Possible Use.** To what use is the site physically adaptable?
3. **Feasible Use.** Which possible and permissible use will produce any net return to the owner of the site?
4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Because the use of the land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as though vacant and available to be put to its highest and best use, and for the property as improved.

The first determination reflects the fact that land value is derived from potential land use. The highest and best use of a property as improved refers to the optimal use that could be made of the property including all proposed structures.

The determination of the highest and best use of land as though vacant is useful for land or site valuation; determining the highest and best use of an improved property provides a decision regarding continued use or demolition of the property.

Highest and Best Use As Vacant

Legally Permissible

The category of Legally Permissible uses includes an analysis of public development regulations, including current and possible future changes in zoning regulations and procedures, and private constraints including deed restrictions, leases, or any known encumbrances on title.

As discussed earlier in the zoning section, the current zoning classification is PUD, Planned Unit Development Commercial, Grassy Lake, in the City of Minneola. Permitted uses include but are not limited to: all permitted uses under the B-1 and OR zoning districts and other uses deemed appropriate and incidental to the primary use by the city council. Permitted uses include but are not limited to: Permitted uses in the B-1 Business District include but are not limited to: Offices, personal services, convenience stores without fuel operations, laundry & dry cleaning retail stores, financial services, office supply, retail sales & services, business services, office complex, maintenance contractor, medical office/clinic, manufactured homes sales & service, office condominiums, restaurants, banks, health/exercise club, adult/vocational education, learning center.

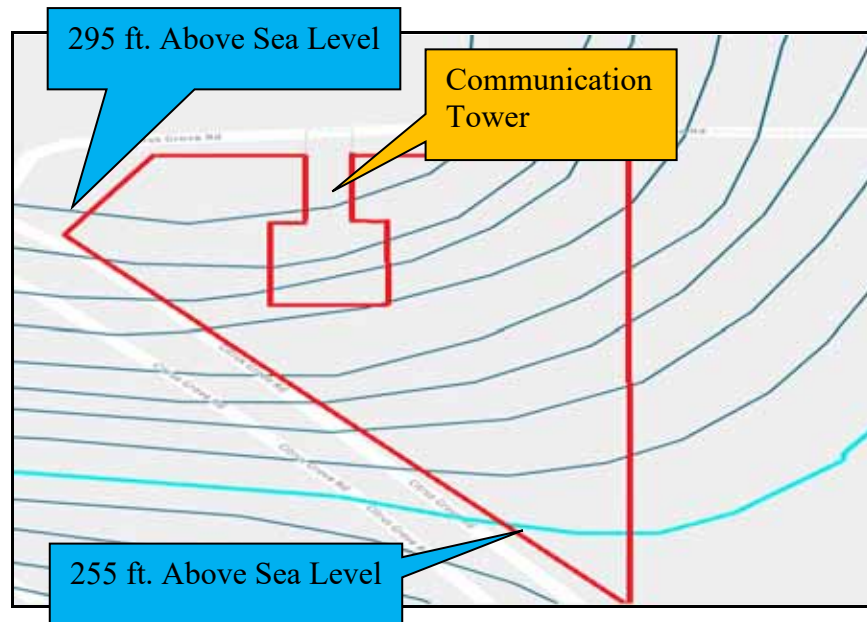
1 *The Appraisal of Real Estate* 12th Edition, Page 305, Appraisal Institute

Any commercial development consistent with the permitted uses is considered legally permitted. To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.

Physical Factors

The category of Physically Possible uses is an analysis of the subject's ability to support various improvement types. Included in this category is an analysis of the physical attributes of the land, access and transportation, infrastructure and available public services, environmental considerations, along with current and expected future neighborhood development trends.

The subject contains a total of 2.02-acres and has approximately 40 feet of sloping from the northwestern corner down to the southeastern corner as showing the topographical map below:



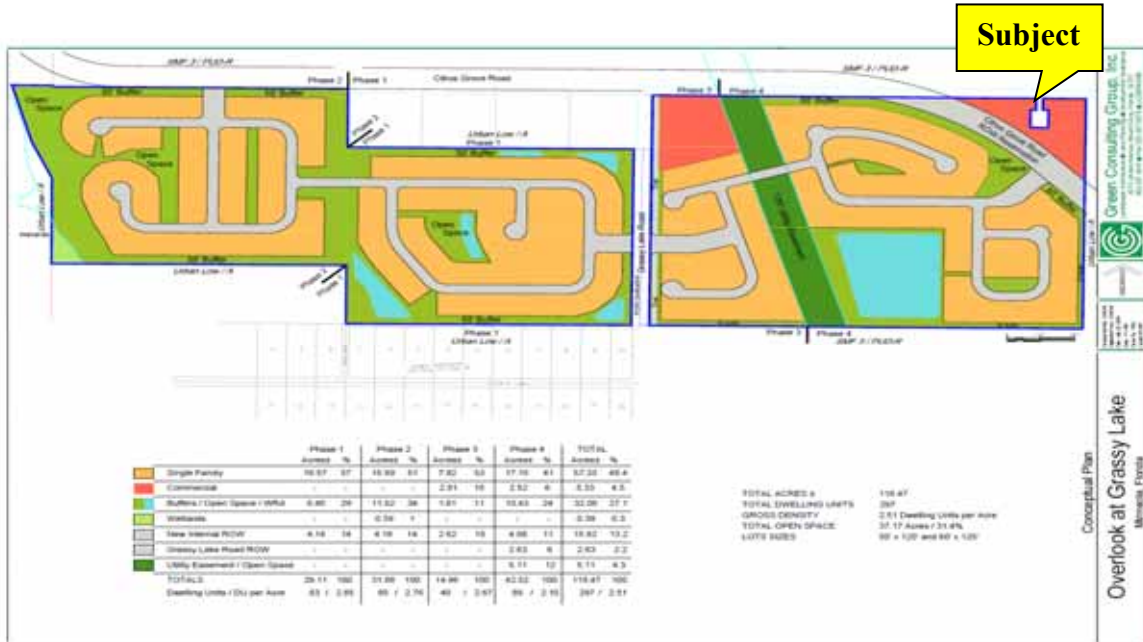
Additionally, there is a communication tower that bisects the subject parcel at the northwestern elevation that would likely restrict development in the area west of the tower.

Site utility is below average. The subject has a communication tower that bisects the site and affects the shape and likely overall developable area. Further, the topography is downward sloping from the northwest corner to the southeast corner with an approximate 40-foot drop in sea level from 295 feet above sea level at the highest point to 255 feet at the lowest point. Utilities would need to be extended/bored under Citrus Grove Road and access would likely be an issue and would likely need to be developed along Turkey Farm Road vs. the arterial roadway and frontage along Citrus Grove Road.

Financially Feasible

Financial Feasibility is an analysis of the ability of the property to return the highest possible yield to the investment of land and improvements based on its income producing capability and the return requirements of investors in the market.

The subject is located in a mixed-use area with residential and commercial uses nearby. The subject was a part of a larger subdivision before being “donated” to the City of Minneola as shown below:



There are significant commercial uses in the subject area as well with close proximity to N. Hancock Road and the Florida’s Turnpike particularly southeast of the subject as shown below:



Any improvements consistent with the surrounding development are considered to be legally and physically feasible.

Maximally Productive Use

Reviewing the permitted principal uses set forth under the zoning ordinance, as well as recent developments in the neighborhood, it is our opinion that a commercial use, is the most feasible use of the land “as if vacant”.

Exposure Time

Exposure time is the estimated length of time that the subject would have been offered on the market prior to a hypothetical sale of the property on the effective date of the appraisal. Based on data obtained from sales transactions and interviews with market participants, it is our opinion that the probable exposure time for the property at the concluded, "as is", market value is 9-12 Months for the effective date of February 8, 2026.

Marketing Period

Marketing period is an opinion of the amount of time it might take to sell the subject at the concluded market value during the period immediately following the effective date of the appraisal. Because we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is the same as its exposure time. Therefore, we estimate the subject’s marketing period to be 9-12 Months for the effective date of February 8, 2026.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized as follows:

$$\begin{array}{l} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Land Value} \\ = \text{Value} \end{array}$$

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

Utilized Approaches to Value

Cost Approach

The subject is vacant land and this method does not accurately reflect market participant actions.

Sales Comparison Approach

There is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach

The subject is vacant land and this method does not accurately reflect market participant actions.

Land Valuation – Sales Comparison Approach

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Land Comparables – As Is

We have researched comparables for this analysis; these are documented on the following pages and analysis grid. All sales have been researched through numerous sources and verified by a party to the transaction when available. In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the price paid per acre. In addition to the subject's neighborhood, we searched for comparable sales in surrounding similar trade areas due to the lack of land sales with similar attributes as the subject in Minneola, Lake County, and other nearby counties in Central Florida. The comparables are detailed on the following pages.

Land Comparable 1



Transaction

| | | | |
|-------------------------------|-------------------------|---------------------------|------------|
| Address | XXXX State Road 19 | ID | 18756 |
| City | Umatilla | Date | 11/6/2025 |
| County | Lake | Actual Price | \$300,000 |
| Zip | 32784 | Price Adjustment | \$0 |
| Tax ID | 26-18-26-0003-000-02801 | Price | \$300,000 |
| Grantor | Berner Properties, LLC | Price Per Acre | \$121,704 |
| Grantee | Marlin Civil, LLC | Price Per Land SF | \$2.79 |
| Book/Page or Reference | 6630/2192 | Conditions of Sale | None Noted |
| Financing | Market Terms | Days on Market | 153 |

Site

| | | | |
|---------------------|---------|----------------------|---------------------------|
| Acres | 2.47 | Zoning | HM |
| Land SF | 107,375 | Utilities | Nearby (City Water/Sewer) |
| Usable Acres | 2.465 | Traffic Count | 19,900 |
| Corner | is not | Road Frontage | 260' State Road 19 |
| Visibility | Average | Shape | Roughly rectangular |
| Access | Average | Distance | 20.35 |

Sale Comments

This is the closed sale of a 2.47-acre vacant land tract with frontage along State Road 19 in Umatilla. The property is zoned Industrial (HM) in Lake County and has no indicated areas of wetlands nor is it located in a flood zone.

The property was listed by the owner, Michael Brenner, in June 2025 for \$350,000 and after 153 days on market closed for \$300,000 as recorded in Lake County OR Book 6630, Page 2192 on November 12, 2025. Mr. Brenner confirmed that the sale was arms-length with no atypical sales conditions.

Land Comparable 2



Transaction

| | | | |
|-------------------------------|---|---------------------------|------------|
| Address | XXX Harney Road | ID | 18753 |
| City | Thonotassasa | Date | 11/4/2025 |
| County | Hillsborough | Actual Price | \$220,000 |
| Zip | 33592 | Price Adjustment | \$0 |
| Tax ID | U-19-28-20-ZZZ-000000-00000.2 | Price | \$220,000 |
| Grantor | Southwest Florida Water Management District | Price Per Acre | \$76,389 |
| Grantee | Gosalia Concrete Constructors, Inc. | Price Per Land SF | \$1.75 |
| Book/Page or Reference | 2025472009 | Conditions of Sale | None Noted |
| Financing | Market Terms | Days on Market | 2297 |

Site

| | | | |
|---------------------|---------|----------------------|---------------------------|
| Acres | 2.88 | Zoning | AR |
| Land SF | 125,453 | Utilities | Nearby (City Water/Sewer) |
| Usable Acres | 2.88 | Traffic Count | Not Tracked |
| Corner | is not | Road Frontage | 25' Harney Road |
| Visibility | Average | Shape | Roughly rectangular |
| Access | Poor | Distance | 53.63 |

Sale Comments

This is the closed sale of a 2.83-acre vacant land tract with access from a crossover easement on the southern elevation of Harney Road. The property is zoned AR for agricultural residential with no indicated areas of wetlands but is located in an AE flood zone based on proximity to the Tampa Bypass Canal.

The property was listed for \$300,000 in 2019 and after 2,297 days on market closed for \$220,000. The listing agent was Zeb Griffin of Saunders Real Estate. He confirmed this was an arms-length transaction with no atypical sales conditions. The property was sold by the South Florida Water Management District as "unneeded" land.

Land Comparable 3



Transaction

| | | | |
|-------------------------------|--------------------------|---------------------------|------------|
| Address | XXXX Clifton Down Drive | ID | 18754 |
| City | Zephyrhills | Date | 11/27/2024 |
| County | Pasco | Actual Price | \$200,000 |
| Zip | 33541 | Price Adjustment | \$0 |
| Tax ID | 06-26-21-0060-00R00-0020 | Price | \$200,000 |
| Grantor | New Chapel Creek, LLC | Price Per Acre | \$94,787 |
| Grantee | Rhodium Bros Group, LLC | Price Per Land SF | \$2.18 |
| Book/Page or Reference | 11118/1107 | Conditions of Sale | None Noted |
| Financing | Market Terms | Days on Market | 906 |

Site

| | | | |
|---------------------|---------|----------------------|---------------------------|
| Acres | 2.11 | Zoning | MPUD |
| Land SF | 91,912 | Utilities | Nearby (City Water/Sewer) |
| Usable Acres | 2.11 | Traffic Count | Not Tracked |
| Corner | is not | Road Frontage | 25' Clifton Down |
| Visibility | Average | Shape | Roughly rectangular |
| Access | Poor | Distance | 39.37 |

Sale Comments

This is the closed sale of a 2.11-acre vacant land tract as part of a larger mixed-used subdivision known as the Highland Homes at Stonebridge North Subdivision. The property is located with frontage along Clifton Downs Drive in the City of Zephyrhills.

The property was listed in June 2022 for \$249,900 and after 906 days on market, closed on November 27, 2024 with a recorded sales price of \$200,000. The listing agent was Chip Jones of Lerner Real Estate Advisors.

Land Comparable 4



Transaction

| | | | |
|-------------------------------|-------------------------|---------------------------|------------|
| Address | XXX Laurel Ave. | ID | 18755 |
| City | Kissimmee | Date | 6/3/2024 |
| County | Osceola | Actual Price | \$140,000 |
| Zip | 34758 | Price Adjustment | \$0 |
| Tax ID | 25-26-28-6100-000A-0010 | Price | \$140,000 |
| Grantor | Hannahrw, LLC | Price Per Acre | \$80,046 |
| Grantee | Ronadiad 1313, Inc. | Price Per Land SF | \$1.84 |
| Book/Page or Reference | 6611/1252 | Conditions of Sale | None Noted |
| Financing | Market Terms | Days on Market | 250 |

Site

| | | | |
|---------------------|---------|----------------------|---------------------------|
| Acres | 1.75 | Zoning | PD |
| Land SF | 76,186 | Utilities | Nearby (City Water/Sewer) |
| Usable Acres | 1.749 | Traffic Count | Not Tracked |
| Corner | is | Road Frontage | 245' Laurel Ave. |
| Visibility | Average | Shape | Roughly rectangular |
| Access | Average | Distance | 32.6 |

Sale Comments

This is the closed sale of a 1.75-acre vacant land tract as part of a larger mixed-used subdivision in Kissimmee. The property is located with frontage along Laurel Ave. and Monterey Road. There are no indicated areas of wetlands nor is it located in a flood zone. The property is zoned for Planned Development (PD).

The property was listed in October 2023 for \$188,000 and after 250 days on market, closed on June 3, 2024 with a recorded sales price of \$140,000. The listing agent was A.J. Lash of Corcoran Premier Realty who confirmed this was an arms-length transaction with no atypical sales conditions.

Land Comparable 5



Transaction

| | | | |
|-------------------------------|--|---------------------------|------------------|
| Address | XXXX Citrus Grove Road | ID | 18778 |
| City | Minneola | Date | 2/11/2026 |
| County | Lake | Actual Price | \$4,000,000 |
| Zip | 34711 | Price Adjustment | \$0 |
| Tax ID | 05-22-26-0004-000-01700; 05-22-26-0004-000-00800 | Price | \$4,000,000 |
| Grantor | Crittenden Howey, LLC | Price Per Acre | \$254,453 |
| Grantee | Pending Contract | Price Per Land SF | \$5.84 |
| Book/Page or Reference | Pending Contract | Conditions of Sale | Pending Contract |
| Financing | Pending Contract | Days on Market | Unknown |

Site

| | | | |
|---------------------|---------|----------------------|-------------------------|
| Acres | 15.72 | Zoning | A |
| Land SF | 684,763 | Utilities | Nearby (Water/Sewer) |
| Usable Acres | 15.72 | Traffic Count | Not Tracked |
| Corner | is not | Road Frontage | 870' Citrus Grove Rd. |
| Visibility | Average | Shape | Roughly Rectangular |
| Access | Average | Distance | 0.09 |

Sale Comments

This is the pending contract of 15.72-acres of vacant land with frontage along Citrus Grove Road in Minneola. The properties are bisected by the highway and are currently zoned A, for agricultural use in Lake County. The properties have no indicated areas of wetlands nor is it located in a flood zone.

The property is a private transaction between buyer and seller and is currently under contract for \$4,000,000 equating to \$254,452.93 on a price per acre basis.

Appraiser's Note: This site is adjacent to the subject and is located in an unincorporated portion of Minneola in Lake County. This property is under contract for \$4,000,000 and is slated to close in June 2026. This property is very superior to the subject in topography and development potential.

Sale Considered But Not Used

Other Sale Considered But Not Used



Transaction

| | | | |
|-------------------------------|-------------------------|---------------------------|--------------|
| Address | XXXX N. Hancock Road | ID | 18779 |
| City | Minneola | Date | 4/9/2025 |
| County | Lake | Actual Price | \$21,145,800 |
| Zip | 34715 | Price Adjustment | \$0 |
| Tax ID | 04-22-26-0002-000-01300 | Price | \$21,145,800 |
| Grantor | Minneola Land, LLC | Price Per Acre | \$255,353 |
| Grantee | SDP Camp Lake, LLC | Price Per Land SF | \$5.86 |
| Book/Page or Reference | 6511/738 | Conditions of Sale | None Noted |
| Financing | Market Terms | Days on Market | Unknown |

Site

| | | | |
|---------------------|-----------|----------------------|-------------------|
| Acres | 82.81 | Zoning | PUD - Industrial |
| Land SF | 3,607,204 | Utilities | Nearby |
| Usable Acres | 82.81 | Traffic Count | Not Tracked |
| Corner | is not | Road Frontage | 1,180' N. Hancock |
| Visibility | Average | Shape | Irregular |
| Access | Average | Distance | 0.31 |

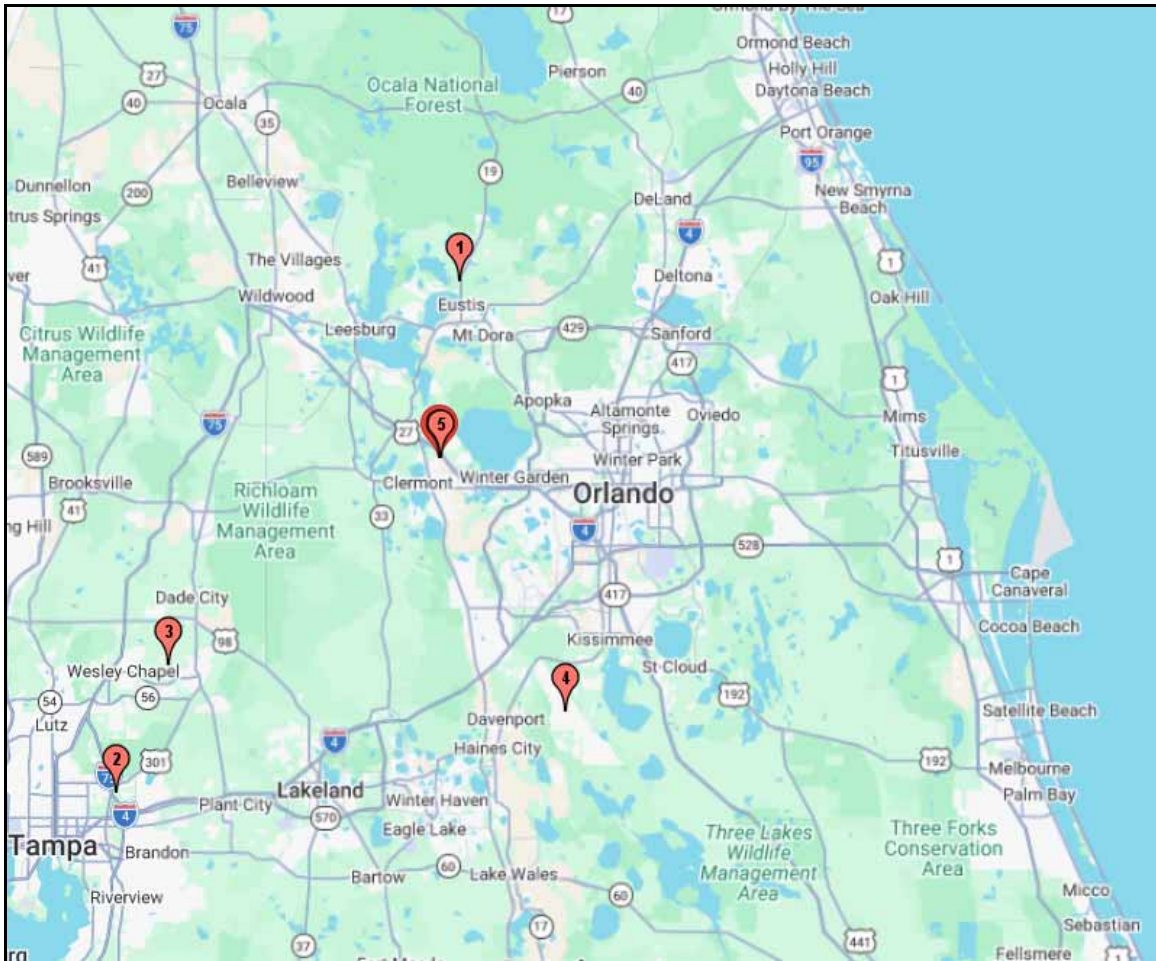
Sale Comments

This is the closed sale of a 82.81-acres of vacant industrial land with frontage along N. Hancock Rd and Visibility from Florida's Turnpike in Minneola. The property is zoned PUD-Industrial in the Hills of Minneola CDD. The property has 3.6-acres of jurisdictional wetlands.

The property was a private transaction and was recorded on April 16, 2025 with a recorded sales price of \$21,145,800 equating to \$255,353 on a price per acre basis. Plans for a 1.35-million square foot industrial building was reported by the Orlando Business Journal.

Appraiser's Note: This sale is northeast of the subject property and located in the City of Minneola and is part of the Hills of Minneola Community Development District. This sale was not used based on its zoning for industrial use, entitlements that were in place at time of sale, and significant size difference along with development potential.

Comparables Map



| Legend | Address | City | Distance |
|---------|-------------------------|--------------|-------------|
| Subject | XXXX Turkey Farm Road | Minneola | |
| Comp 1 | XXXX State Road 19 | Umatilla | 20.35 miles |
| Comp 2 | XXX Harney Road | Thonotassava | 53.63 miles |
| Comp 3 | XXXX Clifton Down Drive | Zephyrhills | 39.37 miles |
| Comp 4 | XXX Laurel Ave. | Kissimmee | 32.60 miles |
| Comp 5 | XXXX Citrus Grove Road | Clermont | .09 miles |

| and Analysis Grid | | Comp 1 | Comp 2 | Comp 3 | Comp 4 | Comp 5 |
|------------------------------------|--|---------------------------|---------------------------|---------------------------|---------------------------|------------------------|
| Address | XXXX Turkey Farm Road | XXXX State Road 19 | XXX Harney Road | XXXX Clifton Down Drive | XXX Laurel Ave. | XXXX Citrus Grove Road |
| City | Minneola | Umatilla | Thonotasassa | Zephyrhills | Kissimmee | Clermont |
| County | Lake | Lake | Hillsborough | Pasco | Osceola | Lake |
| Date | 2/8/2026 | 11/6/2025 | 11/4/2025 | 11/27/2024 | 6/3/2024 | 2/11/2026 |
| Price | -- | \$300,000 | \$220,000 | \$200,000 | \$140,000 | \$4,000,000 |
| Acres | 2.02 | 2.47 | 2.88 | 2.11 | 1.75 | 15.72 |
| Acre Unit Price | | \$121,704 | \$76,389 | \$94,787 | \$80,046 | \$254,453 |
| Transaction Adjustments | | | | | | |
| Property Rights | Fee Simple | Fee Simple | 0.0% | Fee Simple | 0.0% | Fee Simple |
| Financing | Conventional | Market Terms | 0.0% | Market Terms | 0.0% | Market Terms |
| Conditions of Sale | Cash | None Noted | 0.0% | None Noted | 0.0% | None Noted |
| Expend. After Sale | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Adjusted Acre Unit Price | | \$121,704 | \$76,389 | \$94,787 | \$80,046 | \$254,453 |
| Subsequent Trends Ending | 2/8/2026 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| Adjusted Acre Unit Price | | \$121,704 | \$76,389 | \$94,787 | \$80,046 | \$254,453 |
| Characteristics Adjustments | | | | | | |
| Location | Average | Average | Average | Average | Average | Average |
| % Adjustment | | 0% | 0% | 0% | 0% | 0% |
| Qualitative | | Similar | Similar | Similar | Similar | Similar |
| Acres | 2.02 | 2.47 | 2.88 | 2.11 | 1.75 | 15.72 |
| % Adjustment | | 5% | 5% | 0% | 0% | 10% |
| Qualitative | | Inferior | Inferior | Similar | Similar | Inferior |
| Topography | Downward Sloping | Level | Level | Level | Wooded | Moderately Level |
| % Adjustment | | -10% | -10% | -10% | -5% | -10% |
| Qualitative | | Superior | Superior | Superior | Superior | Superior |
| Shape | Roughly Triangular (Communication Tower Bisection) | Roughly rectangular | Roughly rectangular | Roughly rectangular | Roughly rectangular | Roughly Rectangular |
| % Adjustment | | -5% | -5% | -5% | -5% | -5% |
| Qualitative | | Superior | Superior | Superior | Superior | Superior |
| Utilities | Nearby (City Water/Sewer) | Nearby (City Water/Sewer) | Nearby (City Water/Sewer) | Nearby (City Water/Sewer) | Nearby (City Water/Sewer) | Nearby (Water/Sewer) |
| % Adjustment | | 0% | 0% | 0% | 0% | 0% |
| Qualitative | | Similar | Similar | Similar | Similar | Similar |
| Zoning | PUD | HM | AR | MPUD | PD | A |
| % Adjustment | | 0% | 5% | 0% | 0% | 5% |
| Qualitative | | Similar | Inferior | Similar | Similar | Inferior |
| Traffic Count | 0 | 19900 | 0 | 0 | 0 | 0 |
| % Adjustment | | -10% | 0% | 0% | 0% | 0% |
| Qualitative | | Superior | Similar | Similar | Similar | Similar |
| Access | Below Average | Average | Poor | Poor | Average | Average |
| % Adjustment | | -5% | 5% | 5% | -5% | -5% |
| Qualitative | | Superior | Inferior | Inferior | Superior | Superior |
| Adjusted Acre Unit Price | | \$91,278 | \$76,389 | \$85,308 | \$68,039 | \$241,730 |
| Net Adjustments | | -25.0% | 0.0% | -10.0% | -15.0% | -5.0% |
| Gross Adjustments | | 35.0% | 30.0% | 20.0% | 15.0% | 35.0% |

Analysis and Adjustments

In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the price paid per square foot of land area. For Property Rights, Financing, Conditions of Sale, Expenditures After Purchase, and Time-Market Conditions adjustments we have applied Quantitative adjustments. Qualitative analysis is used for the remaining physical features. We have considered each sale regarding its relative similarity with the subject in the factors noted above. Then a conclusion is drawn regarding the comparable sale's overall similarity with the subject.

Property Rights

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties owned in fee simple and in leased fee. All of the sales reported Fee Simple property rights and no adjustments for this category are indicated.

Financing

This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage which has no prepayment clause or a very costly prepayment clause. Such atypical financing often plays a role in the negotiated sale price. All of the other sales have conventional financing, all cash, or seller financing at market terms, and no adjustments are required.

Conditions of Sale

This adjustment category reflects extraordinary motivations of the buyer or seller to complete the sale. Examples include a purchase for assemblage involving anticipated incremental value or a quick sale for cash. This adjustment category may also reflect a distress-related sale, or a corporation recording a non-market price. In this case, no adjustment for conditions of sale is warranted.

Economic Trends

This category reflects investors' perceptions of prevailing market conditions. This adjustment category reflects value changes, if any, which have occurred between the date of the sale and the effective date of the appraisal. Overall, all sale comparables presented have occurred since June 2024 and no significant adjustments occurred during that period. No adjustments were necessary for economic trends/time.

Location

The subject's surrounding neighborhood is considered to be Average with no significant view or traffic amenity. The comparables are adjusted accordingly and all are located in the immediate area or similar areas of Central Florida. Adjustments also consider traffic count and visibility.

Physical Characteristics

The sales are adjusted qualitatively for physical characteristic differences. We considered the size of the site (Acreage), Topography, Shape, Access to Utilities, Zoning, Traffic Count, and Access.

Land Sale 1, located in the city of Umatilla, represents a Closed Sale of \$300,000 and is considered similar to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. An upward adjustment of 5.0% is warranted for the acres of the comparable. The topography is deemed superior to the subject and a downward adjustment of -10.0% is applied. A downward adjustment of -5.0% is warranted for the shape of the comparable. The traffic count is deemed superior to the subject and a downward adjustment of -10.0% is applied. A downward adjustment of -5.0% is warranted for the access of the comparable. Adjustments for location, utilities and zoning were not necessary. A gross adjustment of 35.0% and net adjustment of -25.0% is applied as discussed in the analysis above.

Land Sale 2, located in the city of Thonotasassa, represents a Closed Sale of \$220,000 and is considered slightly inferior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. An upward adjustment of 5.0% is warranted for the acres of the comparable. The topography is deemed superior to the subject and a downward adjustment of -10.0% is applied. A downward adjustment of -5.0% is warranted for the shape of the comparable. An upward adjustment of 5.0% is warranted for the zoning of the comparable. An upward adjustment of 5.0% is warranted for the access of the comparable. Adjustments for location, utilities and traffic count were not necessary. A gross adjustment of 30.0% and net adjustment of 0.0% is applied as discussed in the analysis above.

Land Sale 3, located in the city of Zephyrhills, represents a Closed Sale of \$200,000 and is considered similar to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The topography is deemed superior to the subject and a downward adjustment of -10.0% is applied. A downward adjustment of -5.0% is warranted for the shape of the comparable. An upward adjustment of 5.0% is warranted for the access of the comparable. Adjustments for location, acres, utilities, zoning and traffic count were not necessary. A gross adjustment of 20.0% and net adjustment of -10.0% is applied as discussed in the analysis above.

Land Sale 4, located in the city of Kissimmee, represents a Closed Sale of \$140,000 and is considered slightly inferior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The topography is deemed superior to the subject and a downward adjustment of -5.0% is applied. A downward adjustment of -5.0% is warranted for the shape of the comparable. A downward adjustment of -5.0% is warranted for the access of the comparable. Adjustments for location, acres, utilities, zoning and traffic count were not necessary. A gross adjustment of 15.0% and net adjustment of -15.0% is applied as discussed in the analysis above.

Land Sale 5, located in the city of Clermont, represents a Pending Contract of \$4,000,000 and is considered very superior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. An upward adjustment of 10.0% is warranted for the acres of the comparable. The topography is deemed superior to the subject and a downward adjustment of -10.0% is applied. A downward adjustment of -5.0% is warranted for the shape of the comparable. An upward adjustment of 5.0% is warranted for the zoning of the comparable. A downward adjustment of -5.0% is warranted for the access of the comparable. Adjustments for location, utilities and traffic count were not necessary. A gross adjustment of 35.0% and net adjustment of -5.0% is applied as discussed in the analysis above.

Sales Comparison Approach Conclusion

It is important to note that several physical features affect the development potential of the subject, and therefore the utility. We specifically reiterate the subject has a significant topography slant; is bi-sected by a communication tower which drastically impacts utility of land west of the tower; requires utilities to be extended from underneath the Citrus Grove Road; and would need extension of the deceleration lane for a driveway cut or extension of Turkey Farm Road for access. The combination of these factors severely limits utility and requires the selection of comparables with similar utility.

The comparables are based on a value per acre of land area but were selected for their limited development potential and has similar issues with road access, utility access, zoning, etc. Comparable 5 is adjacent and to the east and clearly superior in most respects. The adjusted values of the comparable properties range from \$68,039 per acre to \$241,730 per acre; the average is \$112,549 per acre. The median is \$85,308 per acre.

Overall, we reconcile close to Comparable 1 and 3 that are most similar to the subject. Thus, the concluded value of the subject site is \$90,000 per acre of land area.

| Land Value Ranges & As Is Reconciled Value | | | | |
|---|--|-------------------|------------------|------------|
| Number of Comparables: | 5 | Unadjusted | Adjusted | % Δ |
| | Low: | \$76,389 | \$68,039 | -11% |
| | High: | \$254,453 | \$241,730 | -5% |
| | Average: | \$125,476 | \$112,549 | -10% |
| | Median: | \$94,787 | \$85,308 | -10% |
| | Reconciled Value/Unit Value: | | \$90,000 | acre |
| | Subject Size: | | 2.02 | |
| | Indicated Value: | | \$181,800 | |
| | Reconciled Final As Is Value: | | \$180,000 | |
| | One Hundred Eighty Thousand Dollars | | | |

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other. This amount is deducted from the As Complete value in order to arrive at the As Is Value.

Value Indications

| Summary of Values | |
|--------------------------|------------------|
| Value Premise | As Is |
| Date of Value | 2/8/2026 |
| Value Type | Market Value |
| Value Perspective | Current |
| Interest Appraised | Fee Simple |
| Land Analysis | \$180,000 |
| Value Conclusion: | \$180,000 |

Cost Approach

The Cost Approach to Value is most applicable for new, nearly new, or proposed improvements which represent the Highest and Best Use for the land. A cost approach was not applied as the subject is vacant land and this method does not accurately reflect market participant actions.

Sales Comparison Approach

The Sales Comparison Approach is most reliable when the market provides an ample supply of improved comparable sales. A sales comparison analysis was considered and was developed as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type. We provided five (5) comparable land sales with similar utility as the subject within Central Florida with an average indication of \$80,000 per acre.

Income Approach – Direct Capitalization

An income approach was not applied as the subject is vacant land and this method does not accurately reflect market participant actions.

Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion(s), as of February 8, 2026, subject to the Limiting Conditions and Assumptions of this appraisal.

| Value Conclusions | | | |
|----------------------------|--------------------|----------------|------------------|
| Premise | Interest Appraised | Effective Date | Value Conclusion |
| Current As Is Market Value | Fee Simple | 2/8/2026 | \$180,000 |

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of a loan.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Jason C. Malick, Trainee RI25267, provided significant help in site and building inspection and descriptions, tax and zoning analysis, and research of comparison sales.
10. I, the supervisory appraiser of a registered trainee appraiser who contributed to the development or communication of this appraisal, hereby accept full and complete responsibility for any work performed by the registered trainee appraiser named in this report as if it were my own work.
11. As of the date of this report, Matthew Jehs, MAI has completed the continuing education program of the Appraisal Institute.
12. We have made an inspection of the property that is the subject of this report.
13. The appraisers have not performed a prior appraisal or any services regarding the subject property performed by the appraiser, as an appraiser or in any other capacity, within the three-year period immediately preceding the agreement to perform the assignment.



Matthew W. Jehs, MAI
Cert Gen RZ2806



Jason Christopher Malick
Trainee, RI25267

Addenda

Definitions

Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate*. 15th ed. Chicago: Appraisal Institute, 2020. PDF.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 6th ed. 2015. PDF.
- The Appraisal Foundation. *2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP)*. Eff. January 1, 2020 through December 31, 2021 PDF.

Market Value: As defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 6th Edition)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary, 6th Edition)

Lease Types

Absolute Net Lease - A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant.

Gross Lease - A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called full-service lease.

Modified Gross Lease - A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease. (Dictionary, 6th Edition)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) (Dictionary, 6th Edition)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 6th Edition)

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 6th Edition)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region. (Dictionary, 6th Edition)

Stabilized Occupancy

1. The occupancy of a property that would be expected at a particular point in time, considering its relative competitive strength and supply and demand conditions at the time, and presuming it is priced at market rent and has had reasonable market exposure. A property is at stabilized occupancy when it is capturing its appropriate share of market demand.
2. An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life. (Dictionary, 6th Edition)

Professional Qualifications

Matthew W. Jehs

EXPERIENCE: Current Managing Director for Tuttle-Armfield-Wagner Appraisal & Research, Inc., Mr. Jehs has 25 years of appraisal experience, receiving his MAI in 2008. He has performed property valuations for a broad array of retail, industrial, and office properties including shopping centers, office/warehouses, bulk distribution warehouses, heavy manufacturing, both low-rise and high-rise professional offices and medical office buildings. Valuations have also included surgical centers, limited-service hospitality properties, condominium developments and conversions, residential subdivisions, and vacant land. Specialized real estate assignments include right-of-way projects, Cape Canaveral Port Facilities, Kennedy Space Center assets, and Melbourne Airport Aviation land, and jurisdictional wetlands. Clients served include accountants, investment firms, law firms, lenders, private corporations, local municipalities, and public agencies, including Veterans Affairs, Florida DEP Approved Appraiser, and SJRWMD. Valuations have been utilized for mortgage loan purposes, equity participation, due diligence support, condemnation proceedings and insurance purposes. Assignments have included the valuation of existing and proposed properties, as well as market studies, highest and best use studies, and property value impact studies.

EDUCATION: Bachelor of Arts Degree, Benedictine University, 2000

Appraisal Course Work Completed:

Appraisal Institute

110-Appraisal Principles
120-Appraisal Procedures
210-Residential Case Study
310-Basic Income Capitalization
410-Uniform Standards of Professional Practice – Part A
420-Uniform Standards of Professional Practice – Part B
510-Advanced Income Capitalization
520-Highest and Best Use and Market Analysis
530-Advanced Sales Comparison and Cost Approach
540-Report Writing and Valuation Analysis
550-Advanced Applications
Continuing Education in USPAP, ARGUS, STDB.com

LICENSES: State Certified General Real Estate Appraiser #FL-RZ2806

PROFESSIONAL ORGANIZATIONS: Member of the Appraisal Institute (MAI) #432527
2020 Past President Florida East Coast Chapter Appraisal Institute

I have been qualified as an expert witness in County circuit court. I have testified in several court cases involving commercial Real Estate litigation.

**PROFESSIONAL QUALIFICATIONS
FOR
JASON C. MALICK**

EDUCATION: Bachelor of Arts Business Administration, University of Florida, 2004

LICENSES: State-Registered Trainee Appraiser, RI25267

APPRAISAL COURSEWORK:

Appraisal Principles
Appraisal Procedures
Florida Appraisal Law
15-Hour National USPAP
Income Capitalization Approach
Report Writing and Case Studies
Sales Comparison and Cost Approach
Market Analysis and Highest and Best Use

APPRAISAL EXPERIENCE:

Appraisal experience including Vacant Land, Multi-Family, Single-Family, Industrial, Retail, and other Commercial and Residential Properties

PROFESSIONAL EXPERIENCE:

- September 2021 to Present – Commercial and Residential Trainee, Tuttle-Armfield-Wagner Appraisal & Research, Melbourne, FL
- January 2019 to January 2020 – Real Estate Agent Premier Properties and Coldwell Banker Paradise, Indialantic, FL



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



JEHS, MATTHEW W

412 E NEW HAVEN AVENUE
MELBOURNE FL 32901

LICENSE NUMBER: RZ2806

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/14/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



MALICK, JASON CHRISTOPHER

412 E. NEW HAVEN AVENUE
MELBOURNE FL 32901

LICENSE NUMBER: R125267

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/08/2024

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Most Recent Transfer of the Subject Property

INSTRUMENT#: 2025137499 OR BK 6628 PG 995 PAGES: 3 11/6/2025 2:43:52 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: \$27.00 DEED DOC:\$0.70

**This Instrument Prepared by
and Return to:**

Christopher W Hayes, Esq
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801
407-423-4000

Consideration: \$10.00
Documentary Stamp Tax: \$0.70

Property Appraiser's Account No 3850819
Parcel ID #: 05-22-26-0004-000-01300

SPECIAL WARRANTY DEED
(Overlook at Grassy Lake, Unplatted)
(Donation Property, Per PUD Approval)

THIS SPECIAL WARRANTY DEED (this "Deed") is executed this 4th day of November, 2025, by **JTD LAND AT GRASSY LAKE, LLC**, a Florida limited liability company ("Grantor"), whose address is whose post office address is 210 Hangar Road, Kissimmee, Florida 34741, in favor of **CITY OF MINNEOLA**, a Florida municipal corporation ("Grantee"), whose address is Minneola City Hall, 800 North U.S. Highway 27, Minneola, Florida 34715.

WITNESSETH:

THAT for and in consideration of the sum of Ten and No/100 Dollars (US \$10.00) in hand paid by Grantee to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor hereby grants, bargains, sells, alienates, remises, releases, conveys and confirms unto Grantee, Grantee's successors and/or assigns, all of the right, title, and interest that Grantor has in and to the following described real property located in Lake County, Florida, to-wit (the "Property"):

THAT PART OF THE WEST 3/4 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF MINNEOLA, LAKE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERN MOST CORNER OF OVERLOOK AT GRASSY LAKE EAST PHASE 3, AS RECORDED IN PLAT BOOK 81, PAGES 33 THROUGH 35, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, (SAID POINT BEING THE INTERSECTION OF THE SOUTHWEST RIGHT OF WAY LINE OF CITRUS GROVE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 5095, PAGE 1272, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE EAST LINE OF SAID WEST 3/4 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5); THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, N00°40'15"E ALONG SAID EAST LINE FOR 194.04 FEET TO AN INTERSECTION WITH THE NORTHEAST RIGHT OF WAY LINE OF SAID CITRUS GROVE ROAD AND SAID EAST LINE AND THE POINT OF BEGINNING; THENCE

80650090,5

DEPARTING SAID EAST LINE, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: N37°31'52"W FOR 195.10 FEET; THENCE N22°57'25"W FOR 51.66 FEET; THENCE N37°31'52"W FOR 98.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1032.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°21'37" FOR A DISTANCE OF 204.80 FEET TO A POINT ON A NON TANGENT LINE; THENCE N47°10'21"W FOR 40.10 FEET; THENCE N34°27'19"E FOR 67.53 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF THAT CERTAIN RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 518, PAGE 750, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°23'24"E ALONG SAID SOUTH RIGHT OF WAY LINE FOR 113.11 FEET TO AN INTERSECTION WITH THE NORTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGES 221 THROUGH 225, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING SEVEN (7) COURSES: THENCE S00°36'36"W FOR 65.00 FEET; THENCE N89°23'24"W FOR 25.00 FEET; THENCE S00°36'36"W FOR 100.00 FEET; THENCE S89°23'24"E FOR 80.00 FEET; THENCE N00°36'36"E FOR 100.00 FEET; THENCE N89°23'24"W FOR 25.00 FEET; THENCE N00°36'36"E FOR 65.00 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE S89°23'24"E ALONG SAID SOUTH RIGHT OF WAY LINE FOR 192.83 FEET TO THE AFORESAID EAST LINE OF THE WEST 3/4 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5; THENCE S00°40'15"W ALONG SAID EAST LINE FOR 508.50 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances thereto belonging or in any way appertaining but this reference shall not serve to reimpose the same.

TO HAVE AND TO HOLD the same unto Grantee in fee simple, forever.

AND Grantor does specially warrant the title to said land subject to the matters referred to herein and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor, but not otherwise.

SUBJECT TO restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year and subsequent years.

Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include all of the parties to this Deed and the heirs, successors and assigns of each such party. The singular shall be deemed to include the plural, and vice versa, where the context so permits.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

JTD LAND AT GRASSY LAKE, LLC,
a Florida limited liability company

[Signature]
Print Name Brendalee Trizary
Print Address 210 Haggard Road
KISSIMEE, FL 34741

By: [Signature]
Craig C. Harris, its Manager

[Signature]
Print Name Asia de Armas
Print Address 210 Haggard Road
KISSIMEE, FL 34741

STATE OF FLORIDA)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 4th day of November, 2025, by Craig C. Harris, as Manager of JTD LAND AT GRASSY LAKE, LLC, a Florida limited liability company, on behalf of the company, and he is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida
Name of Notary: Cheryl Hubert
Commission Number: # 317190
Commission Expiration: 10/7/2026

Title Search Results for Subject Property



ALTA Commitment for Title Insurance
Florida Modified - 2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Akerman LLP
 Issuing Office:
 Issuing Office's ALTA® Registry ID:
 Commitment Number: 110685006
 Issuing Office File Number: JTD at Grassy Lake s/t City of Minneola
 Property Address: 1189 Whispering Ln, Minneola, FL 34715
 Revision Number:

SCHEDULE A

1. Commitment Date: March 30, 2025 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Owner's Policy
 Proposed Insured: City Of Minneola, Florida, a municipal corporation
 Proposed Amount of Insurance: \$1,000.00
 The estate or interest to be insured: See Item 3 below
 - b. ALTA® Loan Policy
 Proposed Insured:
 Proposed Amount of Insurance: \$
 The estate or interest to be insured:
 - c. ALTA® Loan Policy
 Proposed Insured:
 Proposed Amount of Insurance: \$
 The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
 JTD Land At Grassy Lake, LLC, a Florida limited liability company f/k/a DCS Capital Investments I, LLC, by virtue of Book 4660, page 2478
5. The Land is described as follows:
 See Exhibit A attached hereto and made a part hereof

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ALTA Commitment for Title Insurance
Florida Modified - 2021 v. 01.00 (07-01-2021)

Akerman LLP

By: _____
 Authorized Signatory

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Issuing Office File Number: JTD at Grassy Lake s/t City of Minneola

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a) Warranty Deed from JTD Land At Grassy Lake, LLC, a Florida limited liability company f/k/a DCS Capital Investments I, LLC, to City Of Minneola, Florida, a municipal corporation. In connection with said deed, we will further require regarding the grantor:
 - i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
 - ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
 - iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
 - iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

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vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

5. Partial Release of Mortgage, releasing the land to be insured from encumbrance of the Mortgage from JTD Land At Grassy Lake, LLC, a Florida limited liability company in favor of NVR, Inc., a Virginia corporation, recorded in Book 4838, page 2303.
6. Execution at time of closing of the Seller/Owner's Affidavit by owners herein disclosing all facts relative to mechanics', laborers' and materialmens' liens and all facts relevant to parties in possession of the premises to be insured at time of closing. The Company reserves the right to make additional requirements in relation thereto.
7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee: 2024 taxes show PAID. The gross amount is \$10,576.33 for Tax Identification No. 0522260004-000-01300.

NOTE: The name or names of the proposed insured(s) and/or the amount of requested insurance under the Owner's/Loan Policy to be issued must be furnished and this Commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.

NOTE: The following conveyance(s) have been recorded within the last 24 months:

None

NOTE: Florida Statutes, Sections 692.201-692.205, "Conveyances to Foreign Entities" (the "Statute"), effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. Pursuant to such Statute, at the time of purchase of real property in Florida, each Buyer must provide an Affidavit that the proposed Insured is not a foreign principal from a foreign country of concern that is restricted from acquiring the Land set forth on Schedule A. In compliance with the statute, Florida Real Estate Commission adopted Rule 61J2-10.200, F.A.C., which established the approved forms for such Affidavits (one for natural persons and one for entities). These affidavits will be provided upon request. Any loss or damage incurred as a result of a violation of this Statute is excluded from coverage under the terms of a title insurance policy. Further, the Company will not knowingly close or insure a transaction that violates this Statute.

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Issuing Office File Number: JTD at Grassy Lake s/t City of Minneola

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

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NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

9. Ordinance 2001-19 recorded in Book 2016, Page 656.
10. Terms and conditions of the Planned Unit Development Agreement Overlook At Grassy Lake between The City Of Minneola, a Florida municipal corporation and ACR, LLC, a foreign limited liability company recorded in Book 3853, page 506 and re-recorded in Book 3861, page 2437 and amended in Book 4746, page 306.

Note: All of the recording information contained herein refers to the Public Records of Lake County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Searched by: Darin Rader / (727)549-3444 - drader@firstam.com

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First American Title Insurance Company
PO Box 776123
Chicago, IL 60677-6123
Phn - (773)549-3200
Fax - (866)265-4386

April 02, 2025

Re: File #110685006
Property Address: 1189 Whispering Ln, Minneola, FL 34715

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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EXHIBIT A

The Land referred to herein below is situated in the County of Lake, State of Florida, and is described as follows:

THE WEST ¼ OF THE SOUTH ½ OF THE SE ¼, LESS THE NORTH 25 FEET THEREOF IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING PARCELS, TO WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5, PROCEED NORTH 00°12'52" EAST ALONG THE EAST LINE OF SECTION 5, A DISTANCE OF 1320.75 FEET TO THE NORTHEAST CORNER OF THE SE ¼ OF THE SE ¼ OF SECTION 5, SAID POINT LYING IN THE CENTERLINE OF TURKEY FARM ROAD (50' R/W); THENCE NORTH 89°53'42" WEST ALONG SAID CENTERLINE, A DISTANCE OF 852.77 FEET; LEAVING SAID CENTERLINE, SOUTH 00°06'18" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 89°53'42" EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°06'18" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89°53'42" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 00°06'18" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°53'42" EAST, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; AND COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5, PROCEED NORTH 00°12'52" EAST ALONG THE EAST LINE OF SECTION 5, A DISTANCE OF 1320.75 FEET TO THE NORTHEAST CORNER OF THE SE ¼ OF THE SE ¼ OF SECTION 5, SAID POINT LYING IN THE CENTERLINE OF TURKEY FARM ROAD (50' R/W); THENCE NORTH 89°53'42" WEST ALONG SAID CENTERLINE, A DISTANCE OF 852.77 FEET; THENCE LEAVING SAID CENTERLINE, SOUTH 00°16'18" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TURKEY FARM ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 00°06'18" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 89°53'42" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 00°16'18" EAST, A DISTANCE OF 65.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TURKEY FARM ROAD; THENCE SOUTH 89°53'42" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

LESS ALL LANDS PLATTED AS OVERLOOK AT GRASSY LAKE EAST PHASE 3, RECORDED IN PLAT BOOK 81, PAGES 33 THROUGH 35, PUBLIC RECORDS OF LAKE COUNTY FLORIDA.

ALSO LESS ALL LANDS PLATTED AS OVERLOOK AT GRASSY LAKE EAST PHASE 4, RECORDED IN PLAT BOOK 84, PAGES 21 AND 22, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALSO LESS THAT PARCEL CONVEYED BY SPECIAL WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 6445, PAGE 1153, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALSO LESS ROAD RIGHTS OF WAY.

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and

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- g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
- comply with the Schedule B, Part I—Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **ARBITRATION**
The Policy contains an arbitration clause as follows:
- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Subject PUD Documentation

INSTRUMENT#: 2016022389 OR BK 4748 PG 308 PAGES: 15 3/3/2016 11:35:08 AM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: \$129.00

Prepared by, and After
Recording,
Return To:

Katrina Thomas Stone, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757
(352) 357-0330

AMENDED AND RESTATED PLANNED UNIT DEVELOPMENT AGREEMENT OVERLOOK AT GRASSY LAKE

THIS AGREEMENT the ("Agreement") is entered into as of the 16th day of February, 2016, between THE CITY OF MINNEOLA, a Florida municipal corporation, ("City") and JTD Land at Grassy Lake, LLC, a Florida limited liability company, the Owner of the Property ("Owner").

RECITALS

1. The predecessor in title to the Owner annexed 87.44 acres of property described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (the "First Property"), pursuant to Ordinance 2008-14. By approving Ordinance 2008-14, the City approved the Overlook at Grassy Lake Planned Unit Development Agreement between ACR, LLC and the City dated January 6, 2009 (the "Original Agreement").
2. Owner desires to annex into the City of Minneola approximately 32.18 acres of land currently located in unincorporated Lake County, Florida described and depicted on Exhibit "B", attached hereto and incorporated herein by reference (the "Additional Property"). Owner desires to develop the First Property and the Additional Property as one development and the First Property and the Additional Property are hereinafter collectively referred to as the "Property."
3. Owner has developed conceptual plans for the Property as a mixed use development.
4. The Additional Property is located in unincorporated Lake County, Florida, and is currently zoned "A"(Agriculture).
5. The Additional Property has a future land use designation on the Lake County Future Land Use Map as "Urban Low."
6. Owner has filed applications for annexation, rezoning, and amendment to the City's Comprehensive Plan for the Additional Property.

CITY OF MINNEOLA
800 NORTH US HWY 27
MINNEOLA FL 34715

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7. Owner has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
8. The City of Minneola has determined that the annexation of the Additional Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
9. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
10. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.
11. Owner and City believe that it is in the best interest of each party to enable the Property to be developed as further described herein, in accordance with Part II of Chapter 163, Florida Statutes, the "Local Government Comprehensive Planning and Land Development Regulation Act" (the "Act"), other applicable Florida Law and the Charter and Code of Ordinances of the City of Minneola, Florida, and, therefore, Owner and City agree that this Agreement shall constitute an Agreement in accordance with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.
12. City finds that the development of the Property, as proposed herein, is consistent with the Comprehensive Plan and Land Development Regulations of the City.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Authority. This Agreement is entered into under the authority of the City's Code and under the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.

Section 3. Conditions Precedent. Owner has filed applications with the City to annex, rezone to Planned Unit Development (PUD) and amend the Future Land Use Map and text of the City's Comprehensive Plan to include the Additional Property (collectively, the "Additional Property Approvals"). It is understood and agreed to by the City and the Owner that this Agreement shall not become effective, or be binding or enforceable as to any party unless and until the City duly adopts the Additional Property Approvals for the Additional Property and the last of the Additional Property Approvals adopted by the City becomes effective. Until such time as this Agreement becomes effective, the Original Agreement shall continue to apply to the First Property. The parties hereto understand and acknowledge that the City is in no way bound to annex the Additional Property or, except as may be

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provided otherwise by law, to adopt the Additional Property Approvals. The City shall have the full and complete right to approve or deny the Owner's petition for voluntary annexation of the Additional Property into the municipal limits of the City. The parties further acknowledge and agree that the component of the Additional Property Approvals consisting of an amendment to the City's comprehensive plan to include the Additional Property will not become effective unless and until such time as such amendment is found to be "in compliance" by the Florida Department of Economic Opportunity ("DEO") or any subsequent state agency serving as the state land planning agency, as set forth in Chapter 163, Florida Statutes. No development orders will be issued by City and no construction can occur until such comprehensive plan amendment is adopted by City and approved by DEO.

Section 4. Land Use/Development. Development of the Property shall be substantially consistent with the "Overlook at Grassy Lake" conceptual plans prepared by Green Consulting Group, Inc. dated January 26, 2016, a copy of which is attached as **Exhibit "C"** ("the Plan") and the permitted uses listed thereon. Except as modified in this Agreement or the Plan, all development shall be consistent with City's "PUD" (Planned Unit Development) zoning district. Additionally, except as otherwise set forth in this Agreement, all single family residential development shall be consistent with the "RSF-2" (Single-Family medium Density Residential) zoning district and all non-residential development shall be consistent with the City's "B-1" (Business) zoning district and, subject to City approval after public hearings and DEO approval, the City's MURD-Overlook future land use category. The Owner may utilize the Property for timber or citrus production prior to development of each phase. In the event Owner desires to utilize the Property for other agricultural uses, Owner shall first obtain City Council's approval within City Council's reasonable discretion. The Owner shall have the option to replace the commercial uses with single family dwelling units per market demand.

Section 5. Development Schedule. The Property will be developed in multiple phases as depicted on Exhibit "C."

Section 6. Density. Gross density shall not exceed 3 dwelling units/acre. Gross acreage is approximately 119.62 acres and the maximum residential density for the Property shall consist of no more than 305 units of single family dwelling units. Notwithstanding the foregoing, if Owner elects to convert the commercial land to single family residential use, the total number of single family dwelling units may exceed three hundred and five (305) but shall not exceed three hundred fifty (350) units.

Section 7. Lot Size/Setbacks/Impervious Surface. The City and Owner hereby acknowledge that a mix of single family residential lot sizes shall be provided which shall include lots which are approximately 50 and 60 foot wide with an approximate lot depth of 125 feet, all as more particularly described in the final engineering plans approved by the City for development of the Property. The maximum height for any single family residential unit shall be thirty-five (35) feet.

Setbacks:

- Front: 20 feet*
- Side: 5 feet
- Rear: 20 feet; 5 feet for accessory structures including pool enclosures
- Street side: 15 feet

*Setback from a front facing garage shall be at least 25' to the property line/sidewalk, so as not to impede pedestrian flow.

Impervious Surface Ratio (ISR): The overall impervious surface of Property will not exceed forty-five (45) percent. Individual lots may develop with a maximum impervious surface ratio of sixty-five (65) percent, including pools and all accessory structures.

The commercial component of the Property shall be developed in accordance with the Business District (B-1) zoning category.

Section 8. Open Space. Owner shall provide a minimum of thirty percent (30%) open space. All open space and recreational improvements located thereon shall be maintained by the Homeowners' Association ("HOA") unless otherwise agreed to by the Owner and City.

Section 9. Homeowner's Association (HOA). The HOA shall be responsible for the maintenance and operation of all stormwater retention areas, common area landscaping, street lights, parks, recreational areas and any other improvements or facilities located on lands owned by the HOA, unless any such maintenance has been expressly assumed by City.

Owner shall delineate this responsibility within any declaration of restrictive covenants and restrictions satisfactory to City. Such covenants and restrictions shall be recorded at the time of the final plat and prior to the sale of any lots within the Property.

Section 10. Road Improvements. No development shall be allowed to proceed unless the impacted roads and road network meet transportation concurrency and Fair Share requirements as adopted or provided by City or Lake County. Owner shall donate the Citrus Grove Road right-of-way shown on the Plan in such width as determined by the turnpike interchange approved alignment (but in no event wider than one hundred feet).

Section 11. Public Facilities. Owner agrees to convey or dedicate, within the City's discretion, to the City all portions of the Property located northeast of the Grassy Lake Road right-of-way, consisting of approximately 2.5 acres, as set forth on the Plan on Exhibit "C," and such property shall be referred to as the "Donated Property." The conveyance or dedication of the Donated Property to the City shall occur upon the City's written request therefor. If City has not requested the conveyance or dedication of the Donated Property from Owner within four (4) years of the effective date of this Agreement, Owner shall provide written notice to City of the City's opportunity to make such request (the "Donated Property Notice"). Thereafter, if City does not provide its written request for the conveyance or dedication of the Donated Property within one (1) year of the City's receipt of the Donated Property Notice, the City's right to request the Donated Property shall expire. Owner, or its successors (which may include the HOA), shall maintain the Donated Property until such time (if any) as the Donated Property is conveyed or dedicated, as applicable, to the City. The development of the Donated Property by the City shall be aesthetically and architecturally compatible with the Developer's project; however, it is expressly understood that the City may install public infrastructure within the right of way located on the Donated Property.

Section 12. Pedestrian/Bike Paths. Owner agrees to provide a minimum ten (10) foot wide multi-use trail along the east side of Grassy Lake Road, as depicted on the Plan shown on Exhibit "B" (the "Multi-Use Trail"). The Multi-Use Trail shall be constructed of asphalt and in the location shown on the Plan and shall be separated from any and all roadway in a manner sufficient to ensure the maximum level of safety for those using such trail.

Additionally, except for that portion of the property adjacent to Grassy Lake Road, Owner shall provide sidewalks of at least five (5) feet in width on both sides of the right-of-way within the Property. Such sidewalks shall be separated from any and all roadways in a manner sufficient to meet the latest Florida Department of Transportation, Lake County, and City of Minneola design standards. Further, the Multi-Use

Trail shall be constructed by Owner, at Owner's expense, shall be located within the area so as not to interfere or obstruct the installation and maintenance of utilities, and shall be in addition to any other LDR requirements. The sidewalks internal to the Property shall not be the responsibility of the City, but shall be constructed rather by the homebuilder upon the completion of the home on each lot and all such sidewalks shall be maintained by the City or as otherwise provided in the City Land Development Regulations and City Code of Ordinances.

Section 13. Park and Recreation Fees. Owner shall comply with all City regulations regarding parks and recreation fees, including, but not limited to, those requirements set forth in Section 126-4 (f) of the City Land Development Code.

Section 14. Lighting. All exterior lighting shall be arranged to reflect light away from single-family residences, to the greatest extent possible while providing lighting adequate to ensure safety on road right-of-way. Owner shall provide decorative street lighting as is reasonably acceptable to City and compatible with the design of the Property. The poles and street lights within the Property shall be purchased by the Owner and installed by Owner. Operation and maintenance shall be by the Homeowner's Association.

Section 15. Water, Wastewater, and Reuse Water. Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Owner shall construct, at Developer's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Owner shall be allowed to use private wells for irrigation if the City cannot provide sufficient reuse water for irrigation purposes.

Section 16. Impact Fees. Owner agrees to pay all impact fees, including water and wastewater impact fees, fire rescue, and any impact fees adopted after the execution of this Agreement for all units as building permits are issued for such units at the then existing rate. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity for the prepaid units. No water, wastewater, or any other utility capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement as described in Ordinance 2005-18 and any other utility agreements or easements related to the Property as from time to time.

Section 17. Landscaping/Buffers. Owner shall use efforts to incorporate drought tolerant plants in all common areas. Further, the Owner agrees to make specifications within any declaration of restrictive covenants for the Property that allow for the landscaping installations to include certain drought tolerant plants following the guidelines of "Florida Friendly Landscaping."

Owner agrees to provide landscaping within the buffers along the Property's southern, northern and western boundary as is depicted on the Concept Plan.

Section 18. Water Conservation. Owner agrees to encourage the use of indigenous plants for landscaping purposes, to help minimize irrigation requirements, and to encourage the use of other water conservation methods. Owner shall install, or cause to be installed, rain sensors on automatic sprinkler systems within the common areas of the Property. Owner will include in its declaration of restrictive covenants for the Property that inclusion of rain sensors is required whenever irrigation is installed.

Section 19. Environmental. Owner will comply with all local, state, regional, and federal requirements regarding any environmental issues affecting the Property. Moreover, Owner agrees to

use all reasonable efforts to preserve on site or to relocate any gopher tortoises on the Property and to not seek an incidental take permit without first obtaining the consent of City. Owner acknowledges that City has adopted Ordinance 2006-22, which provides for specific requirements and protections relating to listed species, and agrees that it shall comply with such ordinance. Owner will preserve the wetlands area on its western boundary and execute any requested conservation easements per Chapter 704, Florida Statutes.

Section 20. Grading. Owner shall comply with all City Land Development Regulations regarding grading, including, but not limited to, LDR Sections 122-81 - 122-92 with the exception of grading limitations and maximum height of retaining walls. Grading shall be limited to a maximum limitation of twenty feet (20') of cut, thirty feet (30') of fill and retaining walls shall not exceed ten feet (10') in height.

Any grading tracts shall allow lots to be as level as possible while complying with City's grading limitations and accounting for topographic changes within the grading tracts. Any such tracts shall be landscaped and maintained by Owner or HOA in such a manner as to prevent erosion, and such maintenance shall include, but is not limited to, the replacement and replanting of any trees and/or shrubs that die, become unsightly, or are removed for any reason.

The landscaping of such grading tracts shall be subject to City approval and shall include, but is not limited to, the planting of trees in sufficient number and arrangement as City determines is reasonably necessary to prevent a visible wall of homes and to instead provide an aesthetically pleasing view of such landscaping of the grading tracts. Owner further agrees to work with City to maintain in all reasonable respects the natural topography of the property and maintain the hills that are indigenous to Minneola.

Section 21. Stormwater Management. The Owner agrees to provide at Developer's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by FEMA.

Section 22. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other residential property owners within the City.

Section 23. Concurrency. A complete concurrency study conforming to the City of Minneola Land Development Regulations will be required prior to any preliminary plat approvals or construction plan approvals. The Owner shall ensure that all traffic concurrency studies conducted reflect all planned and approved development in the area. The Owner has ensured that there is sufficient school capacity for the proposed development and has received a reservation for three hundred (300) dwelling units dated October 22, 2015.

Section 24. Signage. Owner shall ensure that any and all signage for the Property is located upon lands owned by either Owner or the HOA.

Section 25. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to the regulations of county, state, and federal agencies, as well as with the City Land Development Regulations and City Code provisions, as such City Land Development Regulations and City Code provisions exist at the time of the execution of this Agreement.

The City may apply subsequently-enacted Land Development Regulations and City Code provisions to the Property in accordance with Section 163.3233, Florida Statutes (2015), or as may be otherwise agreed to in writing by Owner.

Section 26. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 27. Default; Enforcement. In the event of a default of one or more of the provisions herein by Owner or the City, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from the non-violating party. In the event such default is not cured within said period, the Owner or the City, as the case may be, shall be entitled to all remedies available at law or equity, or as set forth in Section 163.3243, Florida Statutes. In addition, Owner consents to the placement of a claim of lien on the Property upon its default (where such default persists after Owner has been given 30 days' notice and opportunity to cure as set forth above) of any monetary obligation herein without precluding any other remedies of City; provided, however, (i) no such lien shall attach to any legally platted lot that is sold to a third party (which third party is neither owned nor controlled by Owner); and (ii) Owner shall have the right to transfer any such lien(s) off the Property to other security as provided by law.

Section 28. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 29. Binding Effect; Assignability. This Agreement, once effective, shall supersede and replace the Original Agreement in its entirety and be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. The parties hereby covenant that this Agreement is a legal, valid, and binding agreement.

Section 30. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 31. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 32. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

| | |
|-------------|---|
| As to City: | Pat Kelley, Mayor City of Minneola P.O. Box 678 Minneola, FL 34755 352-394-3598 |
|-------------|---|

| | |
|--------------|--|
| Copy to: | Mark Johnson City Manager City of Minneola P.O. Box 678 Minneola, FL 34755 (352)394-3598 Scott A. Gerken, Esquire City Attorney 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 P 352-357-2474 F |
| Copy to: | James H. McNeil, Jr., Esquire Akerman LLP 420 S. Orange Avenue, Suite 1200 Orlando, FL 32802-0231 407-419-8540 P 407-234-4230 F |
| As to Owner: | JTD Land at Grassy Lake, LLC Attn: Craig Harris 210 South Hoagland, Blvd. Kissimmee, FL 34741 |

Section 33. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 34. Execution. If Owner fails to execute and deliver to City within thirty (30) days following City Council's approval of this Overlook at Grassy Lake Development Agreement, City, at City's option, shall be relieved of all obligations contained herein and City Council's approval of this Overlook at Grassy Lake Development Agreement shall terminate.

Section 35. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the last of the Additional Property Approvals to be adopted by the City, whichever occurs later, and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

Section 36. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

CITY OF MINNEOLA, FLORIDA
a Florida Municipal Corporation

Attest: By Christina Stidham
Christina Stidham
City Clerk

[Signature]
Name: Pat Kelley
Its: Mayor

Date: 2/16/16

Date: 2/16/16



JTD LAND AT GRASSY LAKE, LLC

By: [Signature]
Name: Craig Adams
Title: MANAGER

EXHIBIT A

Legal Description:

The South 3/4 of the Southeast 1/4 of the Southwest 1/4 in Section 5, Township 22 South, Range 26 East, Lake County, Florida.

AND

The West 3/4 of the South 1/2 of the SE 1/4, LESS the North 25 feet thereof, in Section 5, Township 22 South, Range 26 East, Lake County, Florida, LESS and EXCEPT THE FOLLOWING PARCELS, TO WIT: Commencing at the Southeast corner of said Section 5, proceed North 00°12'52" East along the East line of Section 5, a distance of 1320.75 feet to the Northeast corner of the SE 1/4 of the SE 1/4 of Section 5, said point lying in the centerline of Turkey Farm Road (50' r/w); thence North 89°53'42" West along said centerline a distance of 852.77 feet; leaving said centerline, South 00°06'18" West a distance of 90.00 feet; thence South 89°53'42" East a distance of 25.00 feet to the Point of Beginning; thence South 00°06'18" West a distance of 100.00 feet; thence North 89°53'42" West a distance of 80.00 feet; thence North 00°06'18" East a distance of 100.00 feet; thence South 89°53'42" East a distance of 80.00 feet to the Point of Beginning; AND commencing at the Southeast corner of said Section 5, proceed North 00°12'52" East along the East line of Section 5 a distance of 1320.75 feet to the Northeast corner of the SE 1/4 of the SE 1/4 of Section 5, said point lying in the centerline of Turkey Farm Road (50' r/w); thence North 89°53'42" West along said centerline a distance of 852.77 feet; thence leaving said centerline, South 00°16'18" West a distance of 25.00 feet to a point on the South right of way line of Turkey Farm Road, said point being the Point of Beginning; thence leaving said right of way line South 00°06'18" W a distance of 65.00 feet; thence North 89°53'42" West a distance of 30.00 feet; thence North 00°16'18" East a distance of 65.00 feet to a point on the South right of way line of Turkey Farm Road; thence South 89°53'42" East along said South right of way line a distance of 30.00 feet to the Point of Beginning.

EXHIBIT B

Legal Description:

Government Lot 1, less the North 1320 feet thereof, all in Section 6, Township 22 South, Range 26 East, Lake County, Florida.

AND

The North Three-Fourths (N 3/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 5, Township 22 South, Range 26 East, Lake County, Florida.

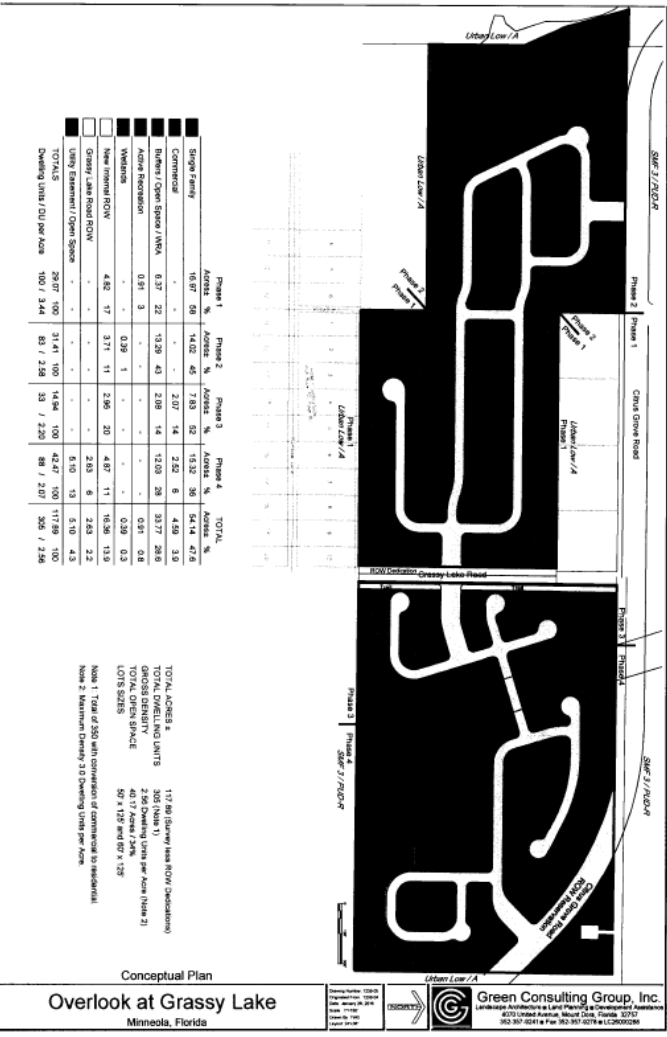
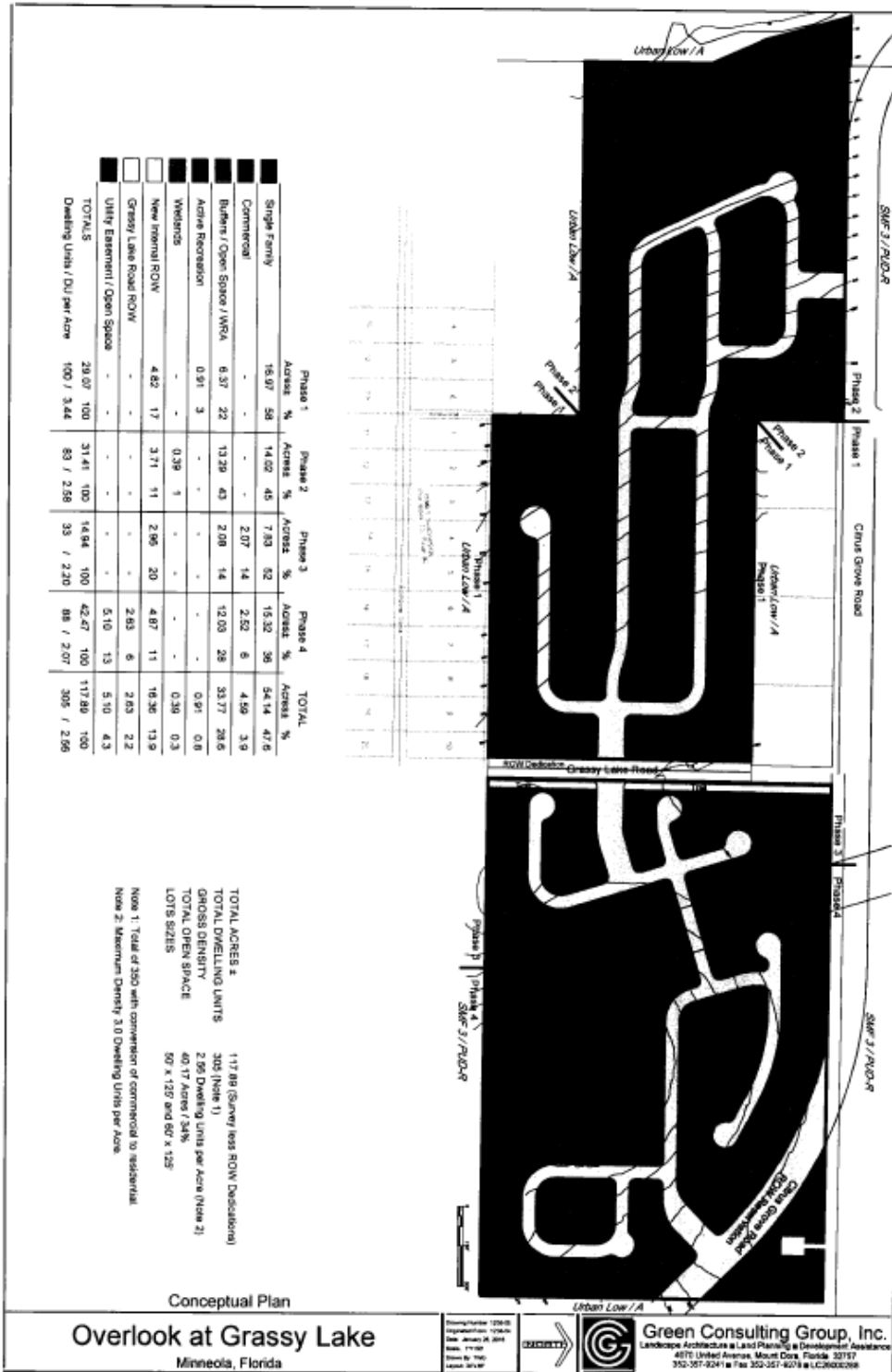


EXHIBIT C

(See attached)



Clermont Lakes DENTAL CARE

A Family Owned Private Practice

ORLANDO'S DENTISTS OF THE YEAR



Services are:

- Root Canals
- Invisalign
- Laser Dentistry
- Implants
- Veneers
- Teeth Whitening
- Dental Emergency Services
- Sleep Apnea Devices
- General and Preventative Dentistry
- Cosmetic Dentistry
- Restoration Dentistry Including Same-Day Crowns
- Teeth Cleaning
- Extractions



War Veterans are Eligible for Free Dental Services

\$1 EMERGENCY EXAM
(Regularly \$101)
D0330, D0272, D0140, D0220, D0230

352-432-8269
1927 S. Hwy 27
Clermont, FL 34711

@clermontlakesdentalcare



Fall in Love with a Shelter Pet



Double the love: Meet Roscoe & Sheila
Roscoe (14yr) and his 10-year-old sweetheart Sheila are the definition of a perfect pair. These adorable terrier companions have been together and must be adopted as a duo, and once you meet them, you'll understand why — their bond is truly special.

Despite being seniors, they still have plenty of love to give and life to enjoy! Both are spunky in their own sweet way and love the simple pleasures in life. You'll often find them happily rolling on their backs in the grass, soaking up the sunshine, or enjoying quiet walks together.

They're gentle companions who prefer peace over chaos — not the type to wrestle over toys or have little spats. Sheila absolutely adores attention, and Roscoe is always close by to make sure he gets his fair share too!

Roscoe is on a prescription kidney-support diet as a preventative due to his age, and he happily cleans his bowl every time. These two would thrive in a quiet, laid-back home where they can relax, enjoy time with their family, and continue spending their days side-by-side.

Senior dogs have a special kind of love to give — and Roscoe and Sheila are ready to share theirs.

If you have room in your heart and home for Roscoe and Sheila, please email us at: adoptions@TheAnimalLeague.org. Or complete an adoption application here: <https://theanimalleague.org/adopt-a-pet/adoption-application/>

Give these two the peaceful, loving home they deserve to enjoy their golden years together.

PET THE WEEK



PHOTO OF THE WEEK

Our Editor Sharon Keeble snapped his photo of her St Bernard Dave enjoying his morning run at the lake

CITY OF MINNEOLA, FLORIDA NOTICE OF AVAILABILITY OF REAL PROPERTY COMMUNITY REDEVELOPMENT AREA

NOTICE IS HEREBY GIVEN, pursuant to Section 163.380(3)(a), Florida Statutes, that the City of Minneola, Florida (the "City"), intends to dispose of certain real property located within the City of Minneola Mountain Community Redevelopment Area (the "CRA").

Property Description: Approximately 2.02± acres of vacant land located at 1189 Whispering Lane, Minneola, Florida 34715, identified as Parcel No. 05-22-26-0004-000-01300. The property is located in Section 5, Township 22 South, Range 26 East, Lake County, Florida, and consists of non-agricultural future development acreage. A full legal description is available from the City upon request.

The City hereby invites proposals from private developers and all other persons or entities interested in the purchase, lease, or other transfer and redevelopment or rehabilitation of the above-described property in accordance with the Community Redevelopment Act of 1969, as amended.

All proposals must be submitted in writing and received by the City within thirty (30) days after the date of publication of this notice.

Interested parties may obtain further information regarding the property, including redevelopment objectives, submission requirements, and evaluation criteria, from:

City of Minneola – CRA
800 N. U.S. Highway 27
Minneola, Florida 34715
Phone: (352) 394-3598
jheffington@minneola.us

The City will consider all proposals received, including the financial and legal ability of the proposer to carry out the proposed redevelopment or rehabilitation. The City reserves the right to accept such proposal as it deems to be in the public interest and in furtherance of the purposes of the Community Redevelopment Act, to negotiate with any proposer, and to reject any and all proposals.

AFFIDAVIT OF PUBLICATION

Clermont Sun

Published Weekly

Clermont, Lake County, Florida

Case No. 2026-11

STATE OF FLORIDA
COUNTY OF LAKE

Before the undersigned authority, Gina Sapp, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Clermont Sun, a newspaper published at Clermont in Lake County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

June 03, 2026

Affiant further says that the Clermont Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Gina Sapp

Gina Sapp

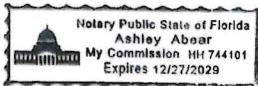
Sworn to and subscribed before me this 3rd day of June 2026 by Gina Sapp, who is personally known to me.

Ashley Aboar

Ashley N. Aboar, Clerk, Notary Number: #HH744101
Notary expires: December 27, 2029

00012418 00209478

Joyce Heffington
CITY OF MINNEOLA
P.O BOX 678
MINNEOLA, FL 34755



CITY OF MINNEOLA
P.O. BOX 678
MINNEOLA, FL 34755
(352) 3943598

NOTICE OF ORDINANCE CHANGE

The City of Minneola proposes to adopt the following ordinance:

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MINNEOLA, FLORIDA, ACTING AS THE GOVERNING BODY OF THE MINNEOLA COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE SALE OF CERTAIN REAL PROPERTY LOCATED EAST OF CITRUS GROVE ROAD AND SOUTH OF TURKEY FARM ROAD WITHIN THE MINNEOLA MOUNTAIN COMMUNITY REDEVELOPMENT AREA PURSUANT TO SECTION 163.380, FLORIDA STATUTES; ACCEPTING THE PURCHASE OFFER SUBMITTED BY CITRUS RIDGE RETAIL, LLC; AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT AND RELATED CLOSING DOCUMENTS; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE SALE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

A public hearing on the ordinance will be held at the Minneola City Council meeting on Tuesday, June 16, 2026 at 6:30 p.m. at the Minneola City Hall, 800 N. U.S. Hwy. 27, Minneola, Florida.

The proposed Ordinance may be inspected by the public between the hours of 8 a.m. and 5 p.m. Monday to Friday at Minneola City Hall. For further information call (352) 394-3598 ext. 111.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinance.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT KRISTINE THOMPSON CITY CLERK AT (352) 394-3598 EXT. 111 AT LEAST 48 HOURS BEFORE THE DATE OF THE SCHEDULED HEARING.

