

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

SARASOTA COUNTY

REGULAR BOARD MEETING FEBRUARY 18, 2025 2:00 p.m.

Special District Services, Inc. The Oaks Center 2501A Burns Road Palm Beach Gardens, FL 33410

> www.centralparccdd.org 561.630.4922 Telephone 877.SDS.4922 Toll Free 561.630.4923 Facsimile

AGENDA CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT 19503 S. West Villages Parkway Meeting Room across from Suite A14 Venice, Florida 34293

REGULAR BOARD MEETING

February 18, 2025

2:00 P.M.

A.	Call to Order
B.	Proof of PublicationPage 1
C.	Establish Quorum
D.	Additions or Deletions to Agenda
E.	Comments from the Public
F.	Approval of Minutes
	1. November 19, 2024 Regular Board Meeting MinutesPage 2
G.	Old Business
H.	New Business
	1. Consider Ratification of Phase 2 Plat ExecutionPage 6
	2. Consider Approval of Authorization to Accept Phase 2 Real Estate ConveyancesPage 7
	3. Consider Approval of Landscape Maintenance Agreement for Phase 2Page 16
	4. Consider Approval of Amendment to Landscape Maintenance Agreement for Phase 1Page 67
	5. Consider Resolution No. 2025-01 – Adopting 2024-2025 Direct Collection of Assessments Page 70
I.	Administrative Matters
J.	Staff Reports
	1. District Manager
	2. District Counsel
	3. District Engineer
K.	Comments from the Public for Items Not on the Agenda
L.	Board Member Comments

M. Adjourn

Publication Date 2025-02-07

Subcategory Miscellaneous Notices

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF REGULAR BOARD MEETING

NOTICE IS HEREBY GIVEN that the Central Parc Community Development District (the District) will hold a Regular Board Meeting (the Meeting) on February 18, 2025, at 2:00 p.m. in the offices of Special District Services, Inc. located at 19503 S. West Villages Parkway, in a Meeting Room across from Suite A-14, Venice, Florida 34293. The Meeting is being held for the necessary purpose of addressing any agenda items which may properly come before the Board.

A copy of the agenda for this Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., 19503 S. West Villages Parkway, #A3, Venice, Florida 34293, or by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meeting may be continued to a date, time and place to be specified on the record at the Meetings.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Managers office at least forty-eight (48) hours prior to the Meeting. If you are hearing and speech impaired, please contact the Florida Relay Services by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Managers office.

Anyone requiring assistance in order to obtain access to the Meeting should contact the District Managers office at least forty-eight (48) hours prior to the Meeting. Similarly, any person requiring or that otherwise may need assistance accessing or participating in this Meeting because of a disability or physical impairment is strongly encouraged to contact the District Managers office at least forty-eight (48) hours in advance so that arrangements may be made.

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

District Manger

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

www.centralparccdd.org

PUBLISH: SARASOTA HERALD TRIBUNE 02/07/25; #11001121

Page 1

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING NOVEMBER 19, 2024

A. CALL TO ORDER

The November 19, 2024, Regular Board Meeting of the Central Parc Community Development District (the "District") was called to order at 2:05 p.m. in the Meeting Room across from Suite A14 in the offices located at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Sarasota Herald Tribune* on November 5, 2024, as legally required.

C. SEAT NEW BOARD MEMBERS

D. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER RESPONSIBILITIES & DUTIES

E. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Chair	Kim Fields	Present via phone
Vice Chair	Matthew Mootz	Absent
Supervisor	Alexis Lamb	Present
Supervisor	Cathy Edelen	Present
Supervisor	Kelly Levin	Present

Staff in attendance were:

William Crosley (via phone)	District Manager	Special District Services, Inc.			
Michelle Krizen	District Manager	Special District Services, Inc.			
Mike Eckert (via phone)	District Counsel	Kutak Rock LLP			
Peter Van Buskirk (via phone)	District Engineer	Kimley-Horn			

E. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

F. ELECTION OF OFFICERS

A **motion** was made by Ms. Lamb, seconded by Ms. Edelen and passed unanimously electing the following officers of the District:

Chairperson Kim Fields Vice Chairman Matthew Mootz Secretary/Treasurer Michelle Krizen Assistant Secretaries William Crosley, Catherine Edelen, Alexis Lamb and Kelly Levin

G. ADDITIONS OR DELETIONS TO THE AGENDA.

There were no additions or deletions to the agenda.

H. COMMENTS FROM THE PUBLIC

There were no comments from the public.

G. APPROVAL OF MINUTES 1. September 30, 2024, Public Hearing & Regular Board Meeting

A **motion** was made by Ms. Lamb, seconded by Ms. Edelen and passed unanimously approving the minutes of the September 30, 2024, Public Hearing & Regular Board Meeting, as presented.

J. OLD BUSINESS

There were no Old Business items to come before the Board.

K. NEW BUSINESS 1. Consider Resolution No. 2024-09 – Adopting a Fiscal Year 2023/2024 Amended Budget

Resolution No. 2024-09 was presented, entitled:

RESOLUTION NO. 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2023/2024 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

It was noted that this was a statutory requirement providing a look back at what you spent versus what was originally budgeted.

A **motion** was made by Ms. Fields, seconded by Ms. Lamb and passed unanimously adopting Resolution No. 2024-09, as presented.

2. Consider Resolution No. 2024-10 – Authorizing Electronic Approvals and Check Signers

Resolution No. 2024-10 was presented, entitled:

RESOLUTION NO. 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.

This resolution is consistent with the current check signer's resolution and will update the electronic approval and check signing to reflect Michelle Krizen instead of William Crosley. The authorized signers would be Todd Wodraska, Jason Pierman, Patricia LasCasas, Michelle Krizen and Kim Fields.

A **motion** was made by Ms. Edelen, seconded by Ms. Fields and passed unanimously adopting Resolution No. 2024-10, as presented.

3. Consider Landscape Maintenance Agreement

Three proposals were received for Phase 1 landscape maintenance, to wit:

Juniper \$110,879.02 Annually Brightview \$89,980 Annually United Land Services- \$80,400 Annually

D.R. Horton uses Juniper, providing an opportunity to use a consistent landscaper. However, Juniper is significantly higher. After reviewing the proposals, United Land Services was selected. In addition to being the lowest, this company installed and has guaranteed the landscaping. Using United Land Services will make the warranty process seamless if there is an issue.

A discussion ensued regarding monitoring of the services provided. There is not any onsite management. Possibly an agreement with the HOA could be used. Ms. Fields mentioned the possibility of an agreement with the Castle Group for monitoring.

A **motion** was made by Ms. Fields, seconded by Ms. Levein and passed unanimously approving the Landscape Maintenance Agreement with United Land Services, in substantial form, authorizing the Chair and District staff to negotiate and execute a contract with United Land Services for the note to exceed price of \$80,400 annually.

4. Consider Ratification of Agreement between the District and Mettauer Environmental, Inc. for Stormwater Management Services

It was noted that this agreement had previously been brought to the Board at the last meeting and was being presented for ratification today.

A **motion** was made by Ms. Lamb, seconded by Ms. Fields and passed unanimously ratifying the agreement between the District and Mettauer Environmental, Inc. for stormwater management services in the amount of \$885.26 per month, as presented.

L. ADMINISTRATIVE MATTERS

There were no Administrative Matters to come before the Board.

M. STAFF REPORTS 1. District Manager

There was a consensus of the Board to cancel the December 17, 2024, meeting. The next meeting is scheduled for January 21, 2025.

2. District Counsel

Mr. Eckert reminded the Board to complete the required four hours of ethics training. Ms. Krizen indicated she would send training information to the Board Members for their use.

3. District Engineer

Mr. Van Buskirk had nothing further to report at this time.

N. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

O. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

P. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Levin, seconded by Ms. Lamb and passed unanimously adjourning the meeting at 2:26 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

CONSIDER RATIFICATION OF PHASE 2 PLAT EXECUTION

TO BE DISTRIBUTED UNDER SEPARATE COVER

BILL OF SALE

(Central Parc Phase 2)

KNOW ALL MEN BY THESE PRESENTS, that **SABAL TRACE DEVELOPMENT PARTNERS, LLC**, a Florida limited liability company, whose address for purposes hereof is 550 SE 5th Avenue, Apt. 304S, Boca Raton, Florida 33432 ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by **CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, <u>Florida Statutes</u> ("**District**"), whose address is c/o Special District Services, Inc., 19503 S. West Villages Parkway, #A3, Venice, Florida 34293, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights (collectively, the "**Personal Property**"), to-wit:

See **<u>Exhibit A</u>** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD all of the Personal Property unto the District, its successors and assigns, for the District's own use forever, free and clear and discharged of and from any and all obligations, claims or liens to the extent arising under or through Grantor.

AND the Grantor does hereby represent and warrant to the District, its successors and assigns, that (a) Grantor has not previously conveyed the Personal Property to any other party; (b) all contractors and subcontractors furnishing services or materials relative to the Personal Property, pursuant to contracts with Grantor, have been paid in full, and (c) Grantor has no actual knowledge (without duty of investigation) of any defects in the Personal Property. Subject only to the express representations and warranties set forth above, the Personal Property is conveyed by Grantor to the District, and the District hereby accepts the Personal Property, in its "as-is" condition.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, Grantor has caused this instrument to be delivered in its name this day of _____, 2025.

Signed, sealed and delivered in the presence of:

GRANTOR:

SABAL TRACE DEVELOPMENT PARTNERS, LLC, a Florida limited liability company

Print Name:

Print Name:

By: Fields-Realty, LLC a Florida limited liability company, its Manager

By: _____ Kim B. Fields, Authorized Member

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2025, by Kim B. Fields, as Authorized Member of Fields-Realty, LLC, a Florida limited liability company, as Manager of SABAL TRACE DEVELOPMENT PARTNERS, LLC, a Florida limited liability company, on behalf of said company, who [_] is personally known to me or [_] produced ______as identification.

> NOTARY PUBLIC Print or Stamp Name: ______ My Commission Expires: ______

NOTARY SEAL:

[Signatures Continue on Following Page]

DISTRICT:

Signed, sealed and delivered	
in the presence of:	

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes

By: By: _____ Print Name: Matt Mootz Title: Vice Chairperson, Board of Supervisors

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2025, by Matt Mootz, as Vice-Chairperson of the Board of Supervisors of Central Parc South Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes, on behalf of said entity, who [] is personally known to me or [__] produced ______as identification.

> NOTARY PUBLIC Print or Stamp Name: _____ My Commission Expires:

NOTARY SEAL:

Exhibit A

Personal Property

All of Grantor's right, title and interest in and to all fixtures and improvements owned by Grantor associated with the District's capital improvements plan (a) on, under or within the below-described described real property in Sarasota County, Florida (the "**Real Property**"), and (b) described on **Exhibit B** attached to this Bill of Sale (herein, collectively, the "**Fixtures and Improvements**"), all together with all of Grantor's right, title, interest and benefit in, to, and under, the following plans, reports and documents relating to the Fixtures and Improvements or the operation of the Fixtures and Improvements: (i) all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals; and (ii) all third-party guaranties, affidavits, warranties, bonds, claims, lien waivers, indemnifications, and agreements given with respect to the construction, installation or composition of the Fixtures and Improvements:

REAL PROPERTY

Tracts 100, 501 through 504, inclusive, 512 through 514, inclusive, 604 through 609, inclusive, 625 through 628, inclusive, 631 through 633, inclusive, 638 through 648, inclusive and 650 through 657, inclusive, CENTRAL PARC PHASE 2, according to the plat thereof as recorded in Plat Book 59, Pages 1 through 16, inclusive, of the Public Records of Sarasota County, Florida (the "**Plat**"), together with the appurtenances thereto, including, without limitation such public utility easements, private access easements, private drainage easements, lake maintenance and access easements, irrigation easements and landscape buffer easements dedicated and set apart to the District on the Plat, subject to all easements, covenants, conditions, restrictions, reservations and other matters of record, including, without limitation, the Plat.

Exhibit B

Phase 2 Personal Property

All of the following Fixtures and Improvements located within or upon the Real Property:

Earthwork – All earthwork, including blasting, excavation, stockpiling, compacting, and erosion control related to stormwater management, utilities, and roadways, located within or upon the Real Property.

Stormwater Management – All drainage and surface water management systems, including, but not limited to, sod, surface water control structures, and pipes, located within or upon the Real Property.

Utilities - All wastewater lines, potable water lines, and reclaimed water lines, including, but not limited to, all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the Real Property.

Roadways - All public roads, pavement, curbing, and other physical improvements, located within or upon the rights-of-way designated as Tract 100 (Road Right-of-Way) on the Plat.

Hardscape/Landscape/Irrigation - All landscape, including, but not limited to, plants, trees, timber, shrubbery, and other landscaping and plantings; all hardscaping components; and irrigation systems, including, but not limited to, wells, pumps, pipes, structures, fittings, valves, spray heads, and related system components, located within or upon the Real Property.

Professional Services – These include (i) engineering, surveying, and architectural fees, (ii) permitting and plan review costs, (iii) development/construction management services fees that are required for the design, permitting, construction, and acceptance of the public improvements and community facilities, and associated legal fees and costs, to the extent associated with the Real Property.

Environmental Conservation and Mitigation - This includes required wetland mitigation and the design, permitting, and construction of environmental mitigation structures associated with the Real Property.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the Master Engineer's Report, as supplemented by the *Supplement to Engineer's Report*, dated April 28, 2020, the *Second Supplement to Engineer's Report*, dated May 31, 2023, and the *Third Supplement to Engineer's Report*, dated March 20, 2024.

Consideration: \$10.00 Documentary Stamps: \$.70

Prepared by and after recording return to: Jessica Paz Mahoney, Esq. MAHONEY LAW GROUP, P.A. 2240 Belleair Road, Suite 210 Clearwater, Florida 33764

Parcel Identification Number: 0994101000

SPECIAL WARRANTY DEED

(Central Parc Phase 2)

THIS SPECIAL WARRANTY DEED ("Deed") is made this ______ day of ______, 2025, by SABAL TRACE DEVELOPMENT PARTNERS, LLC, a Florida limited liability company ("Grantor"), whose address is 550 SE 5th Avenue, Apt. 304S, Boca Raton, Florida 33432, in favor of CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under Chapter 190, <u>Florida Statutes</u> ("Grantee"), whose address is c/o Special District Services, Inc., 19503 S. West Villages Parkway, #A3, Venice, Florida 34293.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Sarasota County, Florida ("**Property**"):

See **<u>Exhibit A</u>** attached hereto and incorporate herein by this reference.

TO HAVE AND TO HOLD the Property, together with the tenements hereditaments and appurtenances thereunto appertaining, including, without limitation such public utility easements, private access easements, private drainage easements, lake maintenance and access easements, irrigation easements and landscape buffer easements dedicated and set apart to the District on the Plat (as defined on **Exhibit A** of this Deed), unto Grantee, its successors and assigns, in fee simple forever, for the purposes set forth on the Plat. By acceptance hereof, Grantee acknowledges its responsibility for maintenance and operation of the Property.

This conveyance is made subject to: (a) taxes for the year 2025 and subsequent years; (b) governmental requirements and restrictions (including, without limitation, zoning and land use ordinances); (c) all easements, covenants, conditions, restrictions, reservations and other matters of record, including, without limitation, the Plat.

THIS IS A CONVEYANCE OF PROPERTY TO THE COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER, AND ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

Subject to the matters noted in this Deed, Grantor does hereby warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Signatures Begin on Following Page]

[Grantor's Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Signed, sealed and delivered in the presence of:

Print Name:	
Address:	

Print Name: Address:_____

GRANTOR:

SABAL TRACE DEVELOPMENT PARTNERS, LLC, a Florida limited liability company

By: Fields-Realty, LLC a Florida limited liability company, its Manager

By: <u>Kim B. Fields</u>, Authorized Member

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2025, by Kim B. Fields, as Authorized Member of Fields-Realty, LLC, a Florida limited liability company, as Manager of SABAL TRACE DEVELOPMENT PARTNERS, LLC, a Florida limited liability company, on behalf of said company, who [_] is personally known to me or [_] produced ______as identification.

> NOTARY PUBLIC Print or Stamp Name: _____ My Commission Expires:

NOTARY SEAL:

[Signatures Continued on Following Page]

ACCEPTED BY GRANTEE:

Signed, sealed and delivered in the presence of:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, a local unit of

special purpose government, organized and existing under Chapter 190, <u>Florida Statutes</u>

Print Name:	
Address:	

Ву:_____

Print Name: Matt Mootz Title: Vice-Chairperson, Board of Supervisors

Print Name	e:		
Address:			

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2025, by Matt Mootz, as Vice-Chairperson of the Board of Supervisors of Central Parc Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, <u>Florida Statutes</u>, on behalf of said entity, who [_] is personally known to me or [_] provided ______ as identification.

NOTARY PUBLIC	
Print or Stamp Name:	
My Commission Expires:	

NOTARY SEAL:

Exhibit A

Property

Tracts 100, 501 through 504, inclusive, 512 through 514, inclusive, 604 through 609, inclusive, 625 through 628, inclusive, 631 through 633, inclusive, 638 through 648, inclusive and 650 through 657, inclusive, CENTRAL PARC PHASE 2, according to the plat thereof as recorded in Plat Book 59, Pages 1 through 16, inclusive, of the Public Records of Sarasota County, Florida (the "**Plat**").

Uniting partners through exceptional

landscape services



UNITED Land Services

Central Parc CDD PH2



Central Parc CDD PH2

Proposal

For

Landscape & Irrigation Maintenance

February 7. 2025 Pricing Valid for 90 Days Upon Receipt



February 7, 2025

Central Parc CDD PH2

c/o Sales Fuel

RE: Landscape Maintenance & Irrigation Proposal

Dear Michelle,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your *Community Road Map*TM because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your Community Road Map[™] you will find the following sections:

- Company History: Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- Agreement & Investment: Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Chris Marquess Client Relations and Business Development cmarquess@unitedlandservices.com



Company History, Experience & Services



Company History

Field Support Office

12276 San Jose Blvd Jacksonville, FL 32223 (904) 829-9255

Total Number of Employees

1500+

Our History

How It All Started

The Company was founded by Bob Bland-

ford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 1500 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.

Services Offered & Approach

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.

United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.

Additional Areas Served

- Alabama
- Montgomery • Florida
 - Florida Central Florida Ocala Ft. Peirce Fernandina Beach Tampa Bradenton Jacksonville, Ft. Lauderdale Panama City West Palm
- North Carolina Greensboro Charlotte Raleigh
- South Carolina Myrtle Beach
 - Georgia Savannah Atlanta









Products & Services

We Are Your All-Inclusive Service Provider



Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Outdoor Lighting

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.



Commercial Installation

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.



Sod Installation

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.



Landscape Design

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.



Irrigation Systems

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.





Hardscapes

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.

Driveways & Entranceways

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.



Irrigation Experts

Your Team of Certified & Licensed Specialists









Installation, Maintenance & Repairs

- Installation At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.
- Maintenance Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.
- Improvements Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.



Agronomics Program

Certified Pest Control Operators









Fertilization, Pest Control & Agronomy Management

- **Fertilization** We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast
- **Pest Control** United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.
- Agronomy Management We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.



Hurricane Preparedness

Plan of Action

United Land Services is able and ready to handle any and all necessary storm cleanup related work. We address the cleanup & remediation process in a three phase approach to get customers back online quickly.



<u>Phase I</u>

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so. Our main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- Clear sidewalks, walking paths and thorough- fares in common areas

<u>Phase 2</u>

- Assessment of total clean-up needed and associated total costs of Phases 1-3.
- Removal of any debris generated and stock- piled from Phase 1 upon approval.
- Clearing and removal of debris from common
- Area parks, dog parks and playgrounds upon approval.

<u>Phase 3</u>

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove "hangers",





Prioritizing Safety

Minimizing Risks

With safety as our top priority, United Land Services continually updates its trainings, communications, and assessments to ensure that team members are prepared to perform their jobs with minimal risk to themselves or others.

Our dedicated safety officers conduct regular inspections to ensure employees maintain professional behavior and remain alert to all potential hazards.

- Strict Compliance to OSHA
 Regulations
- Dedicated Safety Officers
- Weekly Safety Meetings
- Annual Safety Rodeo with
 Industry Safety Experts
- Personal Protection
 Equipment Requirements
- Ongoing MVR Tracking and Reporting
- Post Accident Drug Testing





Vehicle Safety

Minimizing Risks

ONBOARDING SAFETY TRAINING

Safety starts the moment a team member is hired with a comprehensive training on proper vehicle, equipment and operational training.. Our goal is to ensure the crew and public are safe from leaving the branch, parking the vehicle to driving through a community. United Land equips our fleet and crews with the proper attire, markers and equipment to redirect traffic in safe manner so a job can be completed safely.



SOFTWARE MONITORING SYSTEMS:

Along with visual inspection, there are software system United Land has established to ensure the safety of our team and the public.

- Our ongoing MVR tracking and reporting application to review driver eligibility using a point system.
- Our GPS Monitoring Program allows our safety and fleet team to monitor speed and

DAILY VEHICLE INSPECTION:

A daily vehicle inspection is completed each morning to identify items that could pose risk to our employees and the general public. This inspection is then completed again upon return to the branch to ensure each vehicle and trailer are safe while on the road.





Exclusive Partnership





Exclusive Partnership





Development Strategy



Phased Development Strategy

Best Management Practices

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.



Premier Landscape Platform





A Reputation of Excellence

Full-Suite of Services





Experienced Management Team

Relationship-Oriented Service



Phased Development Strategy

Plan of Action

Phase I (Days I-30)

- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.





Phased Development Strategy

Plan of Action

Phase 2 & 3 (Days 31-90)

- Examine Phase I results and modify "Plan of Action" if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.





Reporting

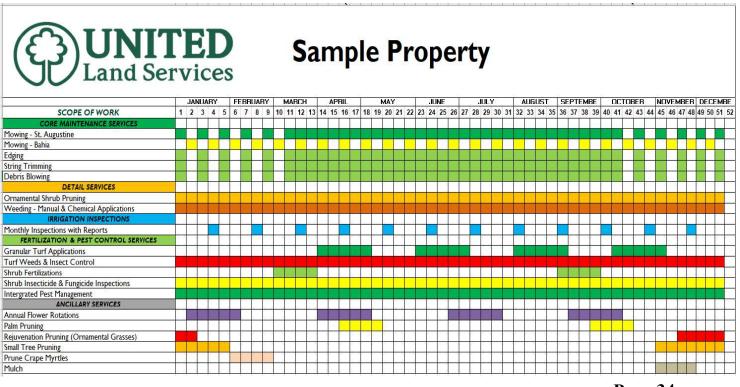


Closing the Communication Gap

Alignment, Execution & Building Partnerships

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Yearly Service Calendar Guideline



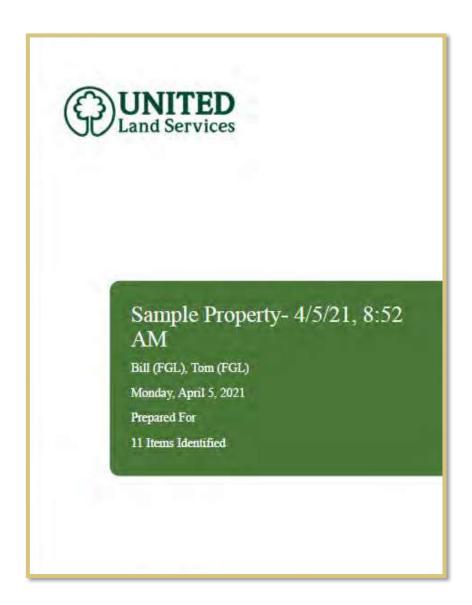
Page 34



Closing the Communication Gap

Alignment, Execution & Building Partnerships

Communication is key to any strong partnership. In an effort to stay connected internally with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication though pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.





SAMPLE

Closing the Communication Gap

Alignment, Execution & Building Partnerships



SAMPLE

Selectively remove tall stalks on White BOP in a sectional manor. Removals tagged with orange tape



Issue 2 Remove Mags on Cody Chase

Issue 1



Issue 3 Declining Washingtonian on Cody Chase



Issue 5 Queen Palm on 46A dead from Ganoderma



Issue 6 Possible irrigation issue on Podocarpus along 46A units



Issue 4 Remove staking kit



Issue 7 Replace declining Pittisporum with turf



Issue 8 Proposal for method to attach Jasmine to columns / pergola



Work Order Software

Accountability, Communication and Productivity

United Land Services Work Order System Powered by:



United Land Services is dedicated to ensuring our valued partners receive the highest level of communication for a success long term partnership. Our work order system gives the client all the tools needed to stay informed on their property. The Aspire work order system is a user friendly software system that compliments our strong level of communication while providing accountability for our dedicated team.

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FEATURES:

- View Invoices
- Pay Invoices
- View Proposals
- View Past Work Orders
- Review Updates on Work Orders
- View Landscape Experts Notes
- Sign Proposals
- Create Issues
- Submit Work Orders



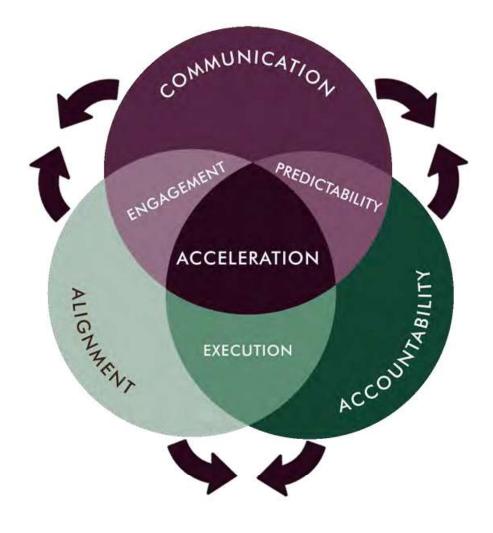
Closing the Communication Gap

Alignment, Execution & Building Partnerships

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals. (Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.





Certifications

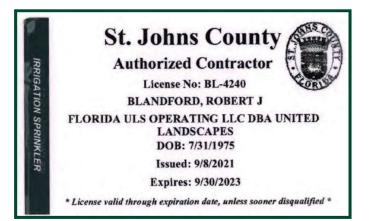


Certification

Your Agronomics and Irrigation Specialists













Page 40



Certification

Your Agronomics and Irrigation Specialists







Certification

Your Agronomics and Irrigation Specialists

Fam: W-9 Per: October 2018 Deputiment of the Treasury	Identification Num	or Taxpayer ber and Certification	Give Form to the requester. Do not send to the IRS.			
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. Form 1099-INT (interest earned or paid)

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat.No. 10291X

Form W-8 (view. 10-2018)



Scope of Services

Summary

Page 43



Exhibit A: Scope of Services Summary

Annual Maintenance Outline

The following outline details our proposed scope of services and offerings to be provided by our service teams, to ensure we meet the specific needs of your project as governed by our agreement.

LANDSCAPE MAINTENANCE PROGRAM

I. Turf Grass Mowing

- a. Mowing schedule based on climate and turf type.
- b. Mowing height to be adjusted based on turf type.
- c. Cuts postponed because of weather to be made up as soon as possible.
- d. Hard edging (concrete) will be done per cut, soft edge will be done every other cut. Landscape beds containing rock will not be mechanically edged.
- e. Areas to small to mow will be completed with a string trimmer or push mower.
- f. All debris created during maintenance operations will be removed and or blown from adjacent surfaces.

2. Ornamental Detailing

- a. Detail operations will be completed in a sectional manner once monthly.
- Plant material will be trimmed to retain the natural shape and function of the plant using Best
 Management Practices and techniques.
- c. Trees will have trunks cleared of sprouts and elevated to 8' in Green areas and 12' in Paved areas.
- d. Palms under 12' will have brown fronds removed during detail rotation.
- e. Post emergent herbicide will be used in landscape beds to control unwanted weeds and vegetation.

3. Fertilization & Pest Control Services

- a. Applications will adhere to any State and Local ordinance including Blackout Periods.
- b. Fertilizer composition (NPK, Nitrogen, Phosphorous, Potassium) will be determined based on site needs.
- c. Pre and Post Emergent Herbicides will be used as needed to control weeds in turfgrass.
- d. All applications will be used as directed by the manufacturers instructions for use and in accordance with all State and Federal regulations / guidelines.
- e. Ornamental Plants, Trees & Palms will receive a balanced fertilizer at appropriate rates, typically in spring and fall months.





Scope of Services Summary

Annual Maintenance Outline

4. Irrigation Inspections & Maintenance

- a. System will be routinely inspected for operational efficiency and condition.
- b. Visual inspection will include controller and electronic components, spray and rotor heads and shrub risers.
- c. Minor adjustments for efficiency will be made during inspection.
- d. Repairs for malfunctioning, broken or worn out components (heads, line breaks, controllers and electronics, pumps, etc.) will be done after client approval.

5. Seasonal Color (Annuals) Installation

- a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board of Directors or CAM.
- b. Flower type will be selected based on climate, availability at time of install and coordination with adjacent neighborhood associations to ensure uniformity.
- c. Flower beds will be maintained to remove faded or dead plants and to ensure optimal bloom production and neat appearance.
- d. Commercial fertilizer will be applied to all areas at time of install with follow up applications of micro nutrient, fungicide and pesticide based on flower type and Best Management Practices.
- e. Standard Annuals to be used for quarterly changeouts. Premium varieties to incur additional cost.

6. Mulch & Pine Straw Installation

- a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board of Directors or CAM.
- b. Mulch will be installed at timeframe determined by HOA.
- c. Mulch to be Dyed Hardwood Blend, installed 1x per year upon approval.
- d. Installation method to be determined by contractor, either bagged product or bulk install with blower truck.

ADDITIONAL SERVICES AND TEAM EXPECTATIONS

I. Extra Services

a. We will provide extra/special services based on agreement and specifications set forth by the Client

2. Team Expectations

a. Our field personnel will be licensed for all applicable maintenance duties, included any pesticide applications, as required by law.

3. Appearance

a. Our team is required to maintain a professional and well-groomed appearance at all times.



Your Investment



Exhibit B:Your Investment

Landscape Management Proposal

Contract Maintenance	Monthly	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Prun- ing, Tree Pruning (up to 12 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$ 5,056.37	\$ 60,676.50
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$ 139.50	\$ 1,674
Fertilization & Chemical Treatments Includes Turf and Shrub Fertilization & Pest Control Applications	\$ 41.67	\$ 500
Total for Landscape Maintenance	\$ 5,237.50	\$62,850

Additional Items	Quantity	Price
Mulch		\$ Per Request
Annuals		\$ Per Request
Palm Pruning		\$ Per Request



SERVICES AGREEMENT

This	Services	Agreement	(the	"Agreement")	is	entered	into	this	da	y	of		,2025	betw	/een
								(the '	"Customer"),	anc	l Florida	ULS	Operating,	LLC D	ЭΒΑ
United	Land Serv	vices, LLC ,(th	e " Con	tractor"). Cont	racto	or is in the	e busine	ess of	providing lands	сар	e mainter	ance	services and	l Custoi	mer
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Service Address: ______

Bill to Address____

I. Term. The initial term of the Agreement shall commence for a three (3) year period commencing on ______ and ending on ______. After expiration of the initial term, the Agreement shall continue on a month-to-month basis unless terminated by either party upon thirty (30) days prior written notice.

2. Services. Contractor agrees to provide the Customer with the scope of services set forth in **Exhibit A** (the "Services"). Contractor agrees to provide all labor, material, equipment, and supervision to perform the duties outlined by this Agreement, except that Customer shall provide any water and utilities necessary for Contractor to perform the Services. Contractor warrants to the Customer that: (i) Contractor will perform the Services in a workmanlike manner in accordance with reasonable prevailing industry standards; (ii) Contractor shall comply with all applicable laws; (iii) Contractor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Contractor from complying with the provisions of this Agreement. Contractor shall not be liable for any nonperformance, delays, or alleged deficient performance resulting from any environmental issues, including drought, hurricane, flooding, tornados, rainfall, storms, earthquakes, or other disasters or weather events, any governments actions or changes in law, any wars, acts of terrorism, epidemics, shortages, strikes or other labor issues, or other causes beyond the control of Contractor. Contractor's liability to Customer for any alleged non-performance under this Agreement shall be expressly limited to the amount of compensation actually received by Contractor for the disputed scope of work.

3. Compensation. In consideration of the Contractor's performance of the Services, the Customer agrees to pay Contractor the fees set forth on **Exhibit** B for the total monthly amount of \$______. On each anniversary date of this Agreement, the agreed upon fees for Contractor's Services shall be increased by 3% over the previous year's level or CPI, whichever is greater. Customer shall be responsible for all sales, use, and other taxes with respect to all amounts paid by the Customer to Contractor under this Agreement other than taxes on Contractor's income. All payments shall be made by direct electronic payment.

4. Confidentiality. Customer acknowledges this agreement along with any documentation, financial data, designs and plans provided by the Contractor are confidential information and shall not be disclosed by the Customer to any other person or entity, except as required by law.

5. Late Payment. If payment is not received within 30 days of invoicing, a 1.5% per month late fee will be applied to all unpaid balances. Should Contractor need to pursue legal action to collect any amounts owed, Customer agrees to pay Contractor's reasonable attorney's fees, court costs, and all other expenses incurred.

6. **Termination.** Customer may terminate this Agreement for cause, if Contractor, after prior written notice_per section 7, of any default hereunder, fails to cure that default within 30 days thereafter. Customer shall pay for all services performed up to the effective date of any valid termination. Contractor, upon 30 days prior written notice to Customer, may terminate this Agreement without cause.



7. Notices. Any notice required to be sent to the Contractor under this Agreement shall be sent to the following address unless otherwise specified: Attention______12276 San Jose Blvd, Suite 747, Jacksonville, Florida 32223. Any notice required to be sent to the Customer under this Agreement shall be sent to the Service Address specified above, or to such other address as Customer hereafter provides.

8. Insurance. Contractor acknowledges and agrees that it shall be solely responsible for securing and maintaining all insurance coverage for itself and its employees, including without limitation, commercial general liability, workers' compensation and employers' liability, comprehensive automobile, and umbrella liability. Contractor shall provide proof of insurance coverage prior to commencement and shall not cancel or change any coverage without providing Customer written notice.

9. Licenses. Contractor shall maintain all applicable licenses and permits within the cities, counties, and states of operations.

10. Indemnification. Each party, to the extent permitted by law, will indemnify, defend and hold harmless the other party, its affiliates, and all of their directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract or violation of law for which the indemnifying party, its employees, agents, subcontractors, or assigns in the performance of work under this Agreement is at fault. In the event the parties are jointly at fault, each party will indemnify the other in proportion to its relative fault.

11. **Right to Cure**. Should customer determine that Contractor has provided defective, deficient, or destructive work ("complaint", it shall provide written notice withing 48 hours of the alleged occurrence or any claim shall be deemed to be waived. Upon receipt of any said complaint, Contractor shall have seven (7) days to address any said complaint. The failure to allow the Contractor to address any complaint will serve as a waiver of any claim related to the alleged claim.

12. **Contractual Lien**. The Customer grants Contractor, in addition to any other rights and remedies allowed under the applicable law, a lien on the real and personal property related to the project to secure payment for all sums due and owing under this agreement. The Contractor shall be entitled to recover its reasonable attorney fees and costs in any action related to the recovery of sums owed by Customer.

13. Miscellaneous. Contractor enters into this Agreement as an independent contractor. Contractor shall be solely responsible for all taxes, withholdings, and other similar statutory obligations with respect to its employees, including without limitation, Worker' Compensation Insurance. Either party may assign this Agreement to an affiliate or to any successor entity or purchaser of a substantial portion of the assets of such party that relate to the subject matter of this Agreement without the other party's consent but with written notice. This Agreement shall be governed by the laws of the State of Florida. The exclusive jurisdiction for the resolution of any disputes arising out of or relating to this Agreement shall be in a court of competent jurisdiction in Duval County, Florida. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

CUSTOMER
Signature
Date



Providing exceptional landscape services to partners across the state of Florida.



United We Grow!



Uniting partners through exceptional landscape services

LANDSCAPE MAINTENANCE AGREEMENT BY AND BETWEEN CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AND FLORIDA ULS OPERATING, LLC FOR PHASE 2 LANDS

THIS AGREEMENT ("Agreement") is made and entered into this __day of ___ 2025, by and between:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Sarasota County, Florida, with an address of 19503 S. West Villages Parkway, #A3, Venice, Florida 34293 ("District") and

FLORIDA ULS OPERATING, LLC, (d/b/a "United Land Services") Delaware limited liability company, whose address for purposes of this ASO is 12276 San Jose Boulevard, Suite 747, Jacksonville, Florida 32223-8617 (the "Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for the Phase 2 lands within and around the District; and

WHEREAS, Contractor represents that it is qualified to serve as a landscape maintenance contractor and provide those services ("Services") as described in **Exhibit** A, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape maintenance services for the Phase 2 lands within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

- **B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- C. The Contractor shall provide the Services as shown in **Exhibit A** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
- **D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES. The Contractor will provide landscape maintenance services within and around the Phase 2 lands. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill, and labor necessary for the Services as described in Exhibit A on the Phase 2 lands as identified and shaded in yellow on the map attached hereto as Exhibit B. To the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit A, this Agreement controls.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in Section 3 unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representatives.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

A. As compensation for Services described in this Agreement, the District agrees to pay the Contractor Five Thousand Two Hundred Thirty-Seven Dollars and Fifty Cents (\$5,237.50) per month for a total annual amount of Sixty-Two Thousand Eight Hundred Fifty Dollars and Zero Cents (\$62,850.00).

B. The term of this Agreement shall be from **February 18, 2025**, through **September 30, 2026**, unless terminated earlier in accordance with the provisions of this Agreement.

C. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

D. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards:

a. Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier rated A-8 or higher by AM Best, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the

Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor for in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination. 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied,

on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice or Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

А.	If to the District:	Central Parc Community Development District 19503 S. West Villages Parkway, #A3 Venice, Florida 34293 Attn: District Manager
	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: Michael C. Eckert
B.	If to the Contractor:	Florida ULS Operating, LLC, (d/b/a "United Land Services") 12276 San Jose Boulevard, Suite 747 Jacksonville, Florida 32223-8617 Attn:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and

legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Sarasota County, Florida.

26. PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is William Crosley ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 244-2805,

WCROSLEY@SDSINC.ORG OR AT 19503 S. WEST VILLAGES PARKWAY, #A3, VENICE, FLORIDA 34293.

27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

29. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original and such counterparts together shall constitute, one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

31. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

32. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

FLORIDA ULS OPERATING, LLC

By:	
Print Name:	

By:			
Its:			

Exhibit A:Scope of ServicesExhibit B:Maintenance Map

EXHIBIT A

LANDSCAPE MAINTENANCE SPECIFICATIONS FOR CENTRAL PARC CDD

LANDSCAPE MAINTENANCE PROGRAM

- 1. Turf Grass Mowing
 - a. Mowing schedule based on climate and turf type.
 - b. Mowing height to be adjusted based on turf type.
 - c. Cuts postponed because of weather to be made up as soon as possible.
 - d. Hard edging (concrete) will be done per cut, soft edge will be done every other cut. Landscape beds containing rock will not be mechanically edged.
 - e. Areas to small to mow will be completed with a string trimmer or push mower.
 - f. All debris created during maintenance operations will be removed and or blown from adjacent surfaces.
- 2. Ornamental Detailing
 - a. Detail operations will be completed in a sectional manner once monthly.
 - b. Plant material will be trimmed to retain the natural shape and function of the plant using Best Management Practices and techniques.
 - c. Trees will have trunks cleared of sprouts and elevated to 8' in Green areas and 12' in Paved areas.
 - d. Palms under 12' will have brown fronds removed during detail rotation.
 - e. Post emergent herbicide will be used in landscape beds to control unwanted weeds and vegetation.
- 3. Fertilization & Pest Control Services
 - a. Applications will adhere to any State and Local ordinance including Blackout Periods.
 - b. Fertilizer composition (NPK, Nitrogen, Phosphorous, Potassium) will be determined based on site needs.
 - c. Pre and Post Emergent Herbicides will be used as needed to control weeds in turfgrass.
 - d. All applications will be used as directed by the manufacturers instructions for use and in accordance with all State and Federal regulations / guidelines.
 - e. Ornamental Plants, Trees & Palms will receive a balanced fertilizer at appropriate rates, typically in spring and fall months.

Irrigation Inspections & Maintenance

- a. System will be routinely inspected for operational efficiency and condition.
- b. Visual inspection will include controller and electronic components, spray and rotor heads and shrub risers.
- c. Minor adjustments for efficiency will be made during inspection.
- d. Repairs for malfunctioning, broken or worn out components (heads, line breaks, controllers and electronics, pumps, etc.) will be done after client approval.

Seasonal Color (Annuals) Installation

a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board or District Manager.

Flower type will be selected based on climate, availability at time of install and coordination with adjacent Neighborhood associations to ensure uniformity.

Flower beds will be maintained to remove faded or dead plants and to ensure optimal bloom production and neat appearance.

Commercial fertilizer will be applied to all areas at time of install with follow up applications of micronutrient, fungicide and pesticide based on flower type and Best Management Practices.

Standard Annuals to be used for quarterly changeouts. Premium varieties to incur additional cost.

Mulch & Pine Straw Installation

a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board Chair or District Manager.

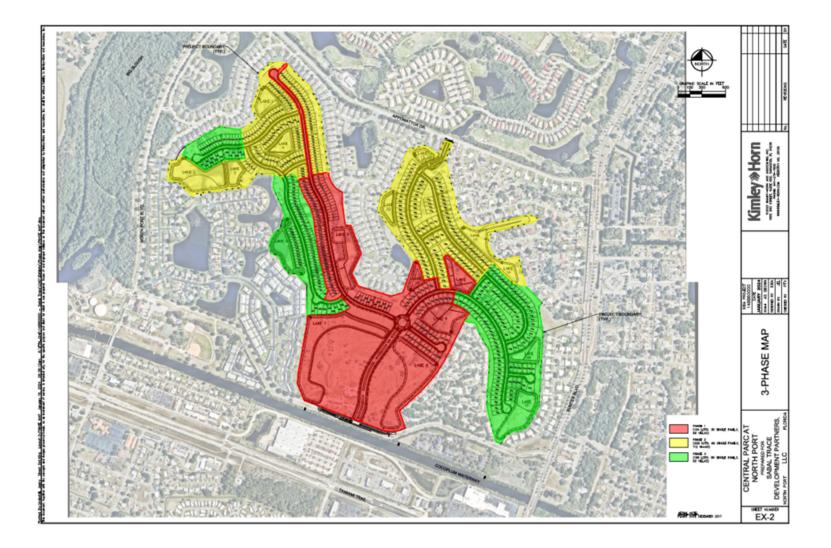
Mulch will be installed at timeframe determined by CDD. Mulch to be Dyed Hardwood Blend, installed 1x per year upon approval.

Installation method to be determined by contractor, either bagged product or bulk install with blower truck.

Additional Services and Team Expectations:

- 1. Extra Services:
 - a. United Land Services will provide extra/special services based on agreement and specifications set forth by the Client.
- 2. Team Expectations:
 - a. United Land Services' field personnel will be licensed for all applicable maintenance duties, including any pesticide applications, as required by law.
- 3. Appearance:
 - a. United Land Services' team is required to maintain a professional and wellgroomed appearance at all times.

EXHIBIT B SERVICE MAP



FIRST AMENDMENT TO LANDSCAPE MAINTENANCE AGREEMENT BY AND BETWEEN CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT AND FLORIDA ULS OPERATING, LLC

THIS FIRST AMENDMENT TO LANDSCAPE MAINTENANCE AGREEMENT ("First Amendment") is made by and between Central Parc Community Development District ("District") and Florida ULS Operating LLC, a Delaware limited liability company ("Contractor") as of the Effective Date of this First Amendment (defined below)

RECITALS

WHEREAS, the District and the Contractor entered into that certain Landscape Maintenance Agreement with an effective date of May 30, 2024 (the "Agreement"); and

WHEREAS, the District and the Contractor desire to amend the Agreement as specifically set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the District and the Contractor, intending to be legally bound as follows:

1. **RECITALS, CAPITALIZED TERMS.** The above recitals are true and correct and constitute part of this First Amendment. All capitalized terms in this First Amendment shall have the meaning ascribed thereto in the Agreement unless specifically otherwise defined herein.

2. **RATIFICATION.** Except as expressly modified and amended herein, the Agreement remains in full force and effect and is ratified and confirmed by the District and the Contractor. In the event of any conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall control.

3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES. For purposes of clarity, the Services under the Agreement include only the Phase 1 lands as identified and shaded in red on the map attached hereto as **Exhibit A** ("Phase 1 Lands").

4. **EFFECTIVE DATE.** The Effective Date of this First Amendment means the latest of the following dates: (a) the date this First Amendment is executed by the District, and (b) the date this First Amendment is executed by the Contractor.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

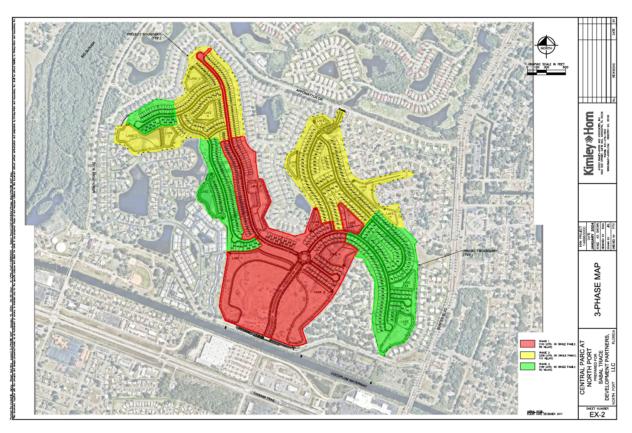
WITNESS:

FLORIDA ULS OPERATING, LLC

By:	
Print Name:	

By:		
Its:		

Exhibit A



RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF THE ANNUAL INSTALLMENT OF THE SERIES 2024 ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Central Parc Community Development District ("District") is a local unit of specialpurpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in City of North Port, Sarasota County, Florida ("**County**"); and

WHEREAS, on or about May 24, 2024, the District issued its \$9,620,000 Central Parc Community Development District (City of North Port, Florida) Special Assessment Revenue Bonds, Series 2024 ("Series 2024 Bonds") to finance certain infrastructure improvements, which Series 2024 Bonds has an initial debt service payment due on May 1, 2025; and

WHEREAS, pursuant to Chapters 170, 190, and 197, *Florida Statutes*, and Resolutions 2022-22, 2020-23, 2020-28, and 2024-02, the District previously levied assessments securing the Series 2024 Bonds on certain lands within the District ("Series 2024 Assessments"); and

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("Fiscal Year 2024/2025"), the Board of Supervisors ("Board") of the District previously adopted its budget ("Adopted Budget") pursuant to Resolution 2024-03; and

WHEREAS, the District desires to certify for collection the annual installment of the previously levied Series 2024 Assessments for Fiscal Year 2024/2025; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("Assessment Roll") attached hereto as Exhibit A, and to directly collect the Series 2024 Assessments relating to the property listed on the Assessment Roll ("Direct Collect Property"), all as set forth in Exhibit A; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

a. **Direct Bill Assessments.** The previously levied Series 2024 Assessments levied on the Direct Collect Property will be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A.** Series 2024 Assessments directly collected by the District are due in full on or before March 1, 2025; provided,

however, that, to the extent permitted by law, the Series 2024 Assessments due may be paid in several partial, deferred payments according to the following schedule: 60% due no later than March 15, 2025, and 40% due no later than September 15, 2025. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2024/2025, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes, or other applicable law to collect and enforce the whole assessment, as set forth herein.

b. Future Collection Methods. The District's decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 2. ASSESSMENT ROLL; AMENDMENTS. The Assessment Roll, attached hereto as **Exhibit A**, is hereby certified for collection. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS <u>18th</u> DAY OF <u>February</u>, 2025.

ATTEST:

CENTRAL PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Ву:_____

lts:

Exhibit A: Assessment Roll (Direct Collect) – Series 2024 Assessments

Exhibit A

	Folio	Property	Property CATEGORY		O&M	DEBT		
		Owner					AMOUNT	
10	09990010	Sabal Trace Developments Partners LLC	Units	396	496,641. 82	582,792.00	1,079,433. 82	
01	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
02	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
03	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
04	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
05	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
06	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
07	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
08	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
09	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
10	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
11	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
12	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
13	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
14	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
15	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	
16	09990000	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12	

93	09990001	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
94	09990001	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
95	09990001	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
96	09990001	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
97	09990001	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
98	09990001	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
99	09990001	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
00	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
01	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
02	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
03	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
04	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
05	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
06	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
07	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
08	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
09	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
10	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
11	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
12	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12

13	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
14	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
15	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
16	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
17	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
18	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
19	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
20	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
21	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
22	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
23	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
24	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
25	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
26	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
27	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
28	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
29	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
30	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
31	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12
32	09990002	D.R. Horton Inc.	Units	Villa	982.12	1,191.00	2,173.12

61	09990002	D.R. Horton Inc.	Villa Units	982.12	1,191.00	2,173.12
62	09990002	D.R. Horton Inc.	Villa Units	982.12	1,191.00	2,173.12
63	09990002	D.R. Horton Inc.	Villa Units	982.12	1,191.00	2,173.12
64	09990002	D.R. Horton Inc.	Villa Units	982.12	1,191.00	2,173.12
65	09990002	D.R. Horton Inc.	Villa Units	982.12	1,191.00	2,173.12
66	09990002	D.R. Horton Inc.	Villa Units	982.12	1,191.00	2,173.12
67	09990002	D.R. Horton Inc.	Villa Units	982.12	1,191.00	2,173.12
68	09990002	D.R. Horton Inc.	Villa Units	982.12	1,191.00	2,173.12
69	09990002	D.R. Horton Inc.	Villa Units	982.12	1,191.00	2,173.12
70	09990002	D.R. Horton Inc.	Villa Units	982.12	1,191.00	2,173.12
71	09990002	D.R. Horton Inc.	Villa Units	982.12	1,191.00	2,173.12
72	09990002	D.R. Horton Inc.	Villa Units	982.12	1,191.00	2,173.12
02	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
03	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
04	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
05	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
06	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
07	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
08	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
09	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25

10	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
11	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
12	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
13	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
14	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
15	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
16	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
17	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
18	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
19	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
20	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
21	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
22	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
23	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
24	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
25	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
26	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
27	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
28	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
29	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25

30	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
31	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
32	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
33	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
34	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
35	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
36	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
37	09990003	D.R. Horton Inc.	Single Family Units	1,543.25	1,770.00	3,313.25
				618,982. 98	727,500.00	1,346,482. 98
		<u>Not</u>				
		2024 (68 Villas &	a 36 Single Family)	n From Sabal Trace In		
			Trace Owns 396 & 192 Single Family)			