

SALTLEAF

COMMUNITY DEVELOPMENT

DISTRICT

May 9, 2025

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

**AGENDA
LETTER**

Saltleaf Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

May 2, 2025

Board of Supervisors
Saltleaf Community Development District

Dear Board Members:

The Board of Supervisors of the Saltleaf Community Development District will hold a Regular Meeting on May 9, 2025 at 3:00 p.m., at the Estero Community Church, 21115 Design Parc Ln., Estero, Florida 33928. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Susan Watts [Seat 2]
4. Consider Appointment to Fill Unexpired Term of Seat 2; *Term Expires November 2028*
 - Administration of Oath of Office to Appointed Supervisor *(the following will be provided under separate cover)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Consideration of Resolution 2025-01, Electing and Removing Certain Officers of the District, and Providing for an Effective Date
6. Consideration of Resolution 2025-02, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

ATTENDEES:

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

7. Consideration of Resolution 2025-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
8. Consideration of Resolution 2025-04, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
9. Ratification Items
 - A. Acquisition of Improvements (LB Estero Bay Investments)
 - B. LB Raptor Investments Items
 - I. Acquisition Certificate for Partial Progress Payment & Related Bill of Sale (Pay App #4-7, South Florida Excavation)
 - II. Acquisition Certificate for Partial Progress Payment & Related Bill of Sale (Pay Apps #6, LB Raptor Investments)
 - III. Acquisition of Improvements
 - IV. Acquisition of Work Product
 - V. Addendum to Construction Contract (Jensen Underground)
 - VI. Acquisition Certificate for Partial Progress Payment & Related Bill of Sale (Pay Apps #3, 4 & 5, Jensen Underground)
 - VII. Addendum to Construction Contract (South Florida Excavation)
 - VIII. Acquisition Certificate for Partial Progress Payment & Related Bill of Sale (Pay App #3, South Florida Excavation)
 - C. Saltleaf Marina Investments Items
 - I. Acquisition of Work Product (Saltleaf Marina Investments)
 - II. Addendum to Construction Contract (South Florida Excavators)
 - III. Acquisition Certificate for Partial Progress Payment & Related Bill of Sale (Pay Apps #19 – 20, Kelly Brothers)
 - IV. Acquisition Certificate for Partial Progress Payment & Related Bill of Sale (Pay App #2-4, South Florida Excavation)
 - V. Acquisition of Improvements, 3rd (Saltleaf Marina Investments)
 - VI. Acquisition of Work Product, 3rd (Saltleaf Marina Investments)
10. Acceptance of Unaudited Financial Statements as of March 31, 2025

11. Approval of September 13, 2024 Public Hearing, Regular Meeting and Audit Committee Minutes

12. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Barraco and Associates, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: June 13, 2025 at 3:00 PM

○ QUORUM CHECK

SEAT 1	CRAIG KLINGENSMITH	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 2		☐	IN PERSON	☐	PHONE	☐	NO
SEAT 3	AJ STAMOULIS	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 4	RAYMOND PIACENTE	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 5	BRIAN SIMPER	☐	IN PERSON	☐	PHONE	☐	NO

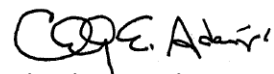
13. Board Members' Comments/Requests

14. Public Comments

15. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 229 774 8903

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Saltleaf Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From:

Susan H. Watts

Printed Name

Date:

12-31-24

Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Saltleaf Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and ☐ personally presented at a duly noticed meeting of the Board of Supervisors, ☐ scanned and electronically transmitted to gillyardd@whhassociates.com or ☐ faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Susan H. Watts

Signature

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

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**SALTLEAF COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

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

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 202__, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Saltleaf Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT ELECTING AND
REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Saltleaf Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective May 9, 2025:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 9, 2025:

Susan Watts	Chair
_____	_____

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Chesley E. Adams, Jr. is Secretary

Craig Wrathell is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 9th day of May, 2025.

ATTEST:

**SALTLEAF COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SALTLEAF COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Saltleaf Community Development District ("**District**") prior to June 15, 2025, a proposed operating budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: _____

HOUR: 3:00 p.m.

LOCATION: Estero Community Church
21115 Design Parc Ln.,
Estero, Florida 33928

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. 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.

7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of May, 2025.

ATTEST:

**SALTLEAF COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Budget

Exhibit A: Fiscal Year 2025/2026 Budget

**SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT
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**SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 03/31/2025	Projected through 09/30/2025	Total Actual & Projected	
REVENUES					
Landowner contribution	\$ 217,123	\$ 85,878	\$ 144,033	\$ 229,911	\$ 221,468
Total revenues	<u>217,123</u>	<u>85,878</u>	<u>144,033</u>	<u>229,911</u>	<u>221,468</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	44,000	24,000	20,000	44,000	44,000
Legal	25,000	9,627	15,373	25,000	25,000
Engineering	10,000	-	10,000	10,000	10,000
Audit	4,500	-	4,500	4,500	4,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	833	500	333	833	833
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	11	489	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	-	1,750	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,200	300	5,500	6,350
Contingencies/bank charges	750	542	208	750	750
Website hosting & maintenance	705	-	705	705	705
EMMA software services	-	2,500	-	2,500	-
Website ADA compliance	210	-	210	210	210
Conservation area maintenance	96,500	41,000	55,500	96,500	99,395
Conservation area bridges	20,000	-	20,000	20,000	20,600
Total professional & administrative	<u>217,123</u>	<u>83,905</u>	<u>135,718</u>	<u>219,623</u>	<u>221,468</u>
Total expenditures	<u>217,123</u>	<u>83,905</u>	<u>135,718</u>	<u>219,623</u>	<u>221,468</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	1,973	8,315	10,288	-
Fund balance - beginning (unaudited)	<u>-</u>	<u>(10,288)</u>	<u>(8,315)</u>	<u>-</u>	<u>-</u>
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(8,315)	-	10,288	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (8,315)</u>	<u>\$ -</u>	<u>\$ 10,288</u>	<u>\$ -</u>

* These items will be realized when bonds are issued

**SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 44,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	10,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	4,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	833
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,750
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,350
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Conservation area maintenance	99,395
Intended to cover the cost of maintaining 25 +/- acres of first time high intensity maintenance Conservation Areas (4 events/ year) and 190 +/- acres of low intensity Conservation Areas (2 events/ year).	
Conservation area bridges	20,600
Intended to cover the cost of annual pressure washing and refinishing as well as inspection, hardware tightening and periodic Board replacement.	
Total expenditures	<u><u>\$ 221,468</u></u>

**SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 868,191
Interest	-	112,475	-	112,475	-
Total revenues	-	112,475	-	112,475	868,191
EXPENDITURES					
Debt service					
Interest	1,832,847	964,656	868,191	1,832,847	1,736,381
Total expenditures	1,832,847	964,656	868,191	1,832,847	1,736,381
Excess/(deficiency) of revenues over/(under) expenditures	(1,832,847)	(852,181)	(868,191)	(1,720,372)	(868,190)
Fund balance:					
Beginning fund balance (unaudited)	5,701,018	5,849,804	4,997,623	5,849,804	4,129,432
Ending fund balance (projected)	<u>\$ 3,868,171</u>	<u>\$4,997,623</u>	<u>\$ 4,129,432</u>	<u>\$ 4,129,432</u>	<u>3,261,242</u>
Use of fund balance:					
Debt service reserve account balance (required)					(2,219,735)
Interest expense - November 1, 2026					(868,191)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 173,316</u>

**SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance	
11/01/25			868,190.63	868,190.63	30,000,000.00	CAPI
05/01/26	-		868,190.63	868,190.63	30,000,000.00	CAPI
11/01/26			868,190.63	868,190.63	29,595,000.00	
05/01/27	405,000.00	4.750%	868,190.63	1,273,190.63	29,595,000.00	
11/01/27			858,571.88	858,571.88	29,175,000.00	
05/01/28	420,000.00	4.750%	858,571.88	1,278,571.88	29,175,000.00	
11/01/28			848,596.88	848,596.88	28,730,000.00	
05/01/29	445,000.00	4.750%	848,596.88	1,293,596.88	28,730,000.00	
11/01/29			838,028.13	838,028.13	28,265,000.00	
05/01/30	465,000.00	4.750%	838,028.13	1,303,028.13	28,265,000.00	
11/01/30			826,984.38	826,984.38	27,780,000.00	
05/01/31	485,000.00	4.750%	826,984.38	1,311,984.38	27,780,000.00	
11/01/31			815,465.63	815,465.63	27,265,000.00	
05/01/32	515,000.00	5.625%	815,465.63	1,330,465.63	27,265,000.00	
11/01/32			800,981.25	800,981.25	26,720,000.00	
05/01/33	545,000.00	5.625%	800,981.25	1,345,981.25	26,720,000.00	
11/01/33			785,653.13	785,653.13	26,145,000.00	
05/01/34	575,000.00	5.625%	785,653.13	1,360,653.13	26,145,000.00	
11/01/34			769,481.25	769,481.25	25,540,000.00	
05/01/35	605,000.00	5.625%	769,481.25	1,374,481.25	25,540,000.00	
11/01/35			752,465.63	752,465.63	24,895,000.00	
05/01/36	645,000.00	5.625%	752,465.63	1,397,465.63	24,895,000.00	
11/01/36			734,325.00	734,325.00	24,215,000.00	
05/01/37	680,000.00	5.625%	734,325.00	1,414,325.00	24,215,000.00	
11/01/37			715,200.00	715,200.00	23,495,000.00	
05/01/38	720,000.00	5.625%	715,200.00	1,435,200.00	23,495,000.00	
11/01/38			694,950.00	694,950.00	22,735,000.00	
05/01/39	760,000.00	5.625%	694,950.00	1,454,950.00	22,735,000.00	
11/01/39			673,575.00	673,575.00	21,930,000.00	
05/01/40	805,000.00	5.625%	673,575.00	1,478,575.00	21,930,000.00	
11/01/40			650,934.38	650,934.38	21,080,000.00	
05/01/41	850,000.00	5.625%	650,934.38	1,500,934.38	21,080,000.00	
11/01/41			627,028.13	627,028.13	20,180,000.00	
05/01/42	900,000.00	5.625%	627,028.13	1,527,028.13	20,180,000.00	
11/01/42			601,715.63	601,715.63	19,225,000.00	
05/01/43	955,000.00	5.625%	601,715.63	1,556,715.63	19,225,000.00	
11/01/43			574,856.25	574,856.25	18,215,000.00	
05/01/44	1,010,000.00	5.625%	574,856.25	1,584,856.25	18,215,000.00	
11/01/44			546,450.00	546,450.00	17,145,000.00	
05/01/45	1,070,000.00	6.000%	546,450.00	1,616,450.00	17,145,000.00	
11/01/45			514,350.00	514,350.00	16,010,000.00	
05/01/46	1,135,000.00	6.000%	514,350.00	1,649,350.00	16,010,000.00	
11/01/46			480,300.00	480,300.00	14,805,000.00	
05/01/47	1,205,000.00	6.000%	480,300.00	1,685,300.00	14,805,000.00	
11/01/47			444,150.00	444,150.00	13,525,000.00	
05/01/48	1,280,000.00	6.000%	444,150.00	1,724,150.00	13,525,000.00	

**SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/48			405,750.00	405,750.00	12,165,000.00
05/01/49	1,360,000.00	6.000%	405,750.00	1,765,750.00	12,165,000.00
11/01/49			364,950.00	364,950.00	10,725,000.00
05/01/50	1,440,000.00	6.000%	364,950.00	1,804,950.00	10,725,000.00
11/01/50			321,750.00	321,750.00	9,195,000.00
05/01/51	1,530,000.00	6.000%	321,750.00	1,851,750.00	9,195,000.00
11/01/51			275,850.00	275,850.00	7,570,000.00
05/01/52	1,625,000.00	6.000%	275,850.00	1,900,850.00	7,570,000.00
11/01/52			227,100.00	227,100.00	7,570,000.00
05/01/53	1,725,000.00	6.000%	227,100.00	1,952,100.00	5,845,000.00
11/01/53			175,350.00	175,350.00	5,845,000.00
05/01/54	1,835,000.00	6.000%	175,350.00	2,010,350.00	4,010,000.00
11/01/54			120,300.00	120,300.00	4,010,000.00
05/01/55	1,945,000.00	6.000%	120,300.00	2,065,300.00	2,065,000.00
11/01/55			61,950.00	61,950.00	2,065,000.00
05/01/56	2,065,000.00	6.000%	61,950.00	2,126,950.00	-
11/01/56			-	-	-
Total	30,000,000.00		38,319,734.50	68,319,734.50	

**SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Off-Roll Assessments					
Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
Highrise Condo	704	\$ -	\$ 812.15	\$ 812.15	\$ -
Midrise Condo	264	-	\$ 812.15	812.15	-
Attached Villa	76	-	\$ 812.15	812.15	-
Commerical (per 1,000 sq ft)	25	-	\$ 812.15	812.15	-
Total	1,069				

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SALTLEAF COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Saltleaf Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SALTLEAF COMMUNITY DEVELOPMENT DISTRICT:

1. ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE. The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 9th day of May, 2025.

ATTEST:

**SALTLEAF COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

SALTLEAF COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Estero Community Church, 21115 Design Parc Ln., Estero, Florida 33928</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 10, 2025	Regular Meeting	3:00 PM
November 14, 2025	Regular Meeting	3:00 PM
December 12, 2025	Regular Meeting	3:00 PM
January 9, 2026	Regular Meeting	3:00 PM
February 13, 2026	Regular Meeting	3:00 PM
March 13, 2026	Regular Meeting	3:00 PM
April 10, 2026	Regular Meeting	3:00 PM
May 8, 2026	Regular Meeting	3:00 PM
June 12, 2026	Regular Meeting	3:00 PM
July 10, 2026	Regular Meeting	3:00 PM
August 14, 2026	Regular Meeting	3:00 PM
September 11, 2026	Regular Meeting	3:00 PM

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SALTLEAF COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Saltleaf Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SALTLEAF COMMUNITY DEVELOPMENT DISTRICT THAT:

1. RECITALS. The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

2. APPROVAL OF AGREEMENT. The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 9th day of May, 2025.

ATTEST:

**SALTLEAF COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/09/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

January 23, 2025

Saltleaf Community Development District
c/o District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Improvements (LB Estero Bay Investments)

Dear District Manager,

Pursuant to the *Acquisition Agreement*, dated April 11, 2024 ("**Acquisition Agreement**"), by and between the Saltleaf Community Development District ("**District**") and LB Estero Bay Investments, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer has provided easement rights in favor of the District for the Improvements as set forth in the *Community Declaration for Saltleaf on Estero Bay*, as recorded in Book ____, Page ____, of the Official Records of Lee County, Florida. The Developer agrees to provide perpetual easements or other equivalent or greater property rights for the ownership, construction, installation, acquisition, maintenance, operation, repair and replacement of the Improvements via a recorded plat and/or recorded condominium declaration as the land is further developed.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the County for turnover of the roadways (which comprise a portion of the Improvements) to the County.

[CONTINUED ON FOLLOWING PAGE]

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

**SALTLEAF COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____

Title: _____

Sincerely,

LB ESTERO BAY INVESTMENTS, LLC

Name: _____

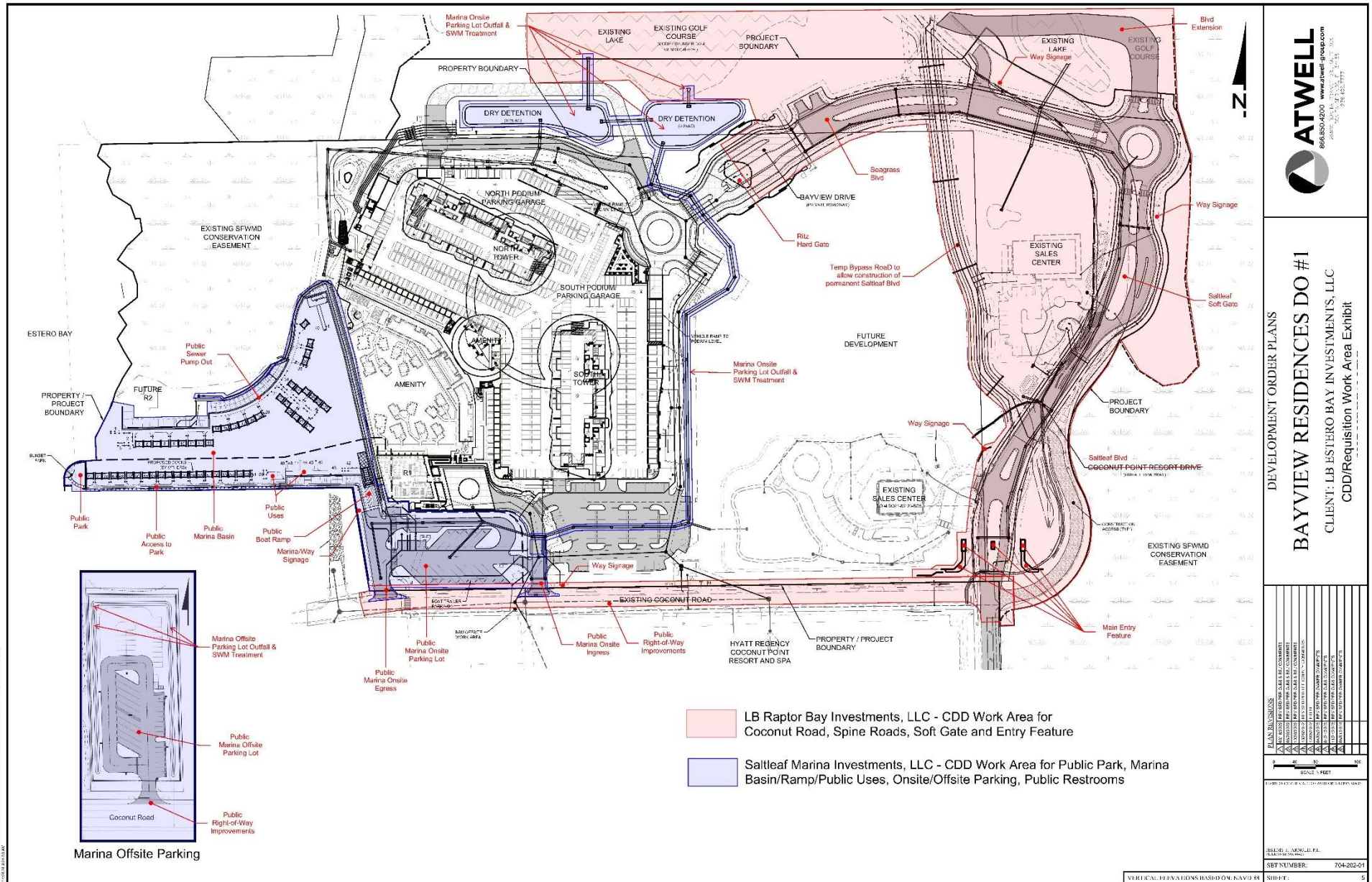
Title: _____

EXHIBIT A**Description of Improvements (LB Estero Bay Investments)**

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Florida Power & Light	12/16/2022	1800304823	\$61,839.05	\$36,839.05	Partial - CDD eligibility limited to conversion from OH to UG; excludes \$25,000 associated with power for Tower 1.
Florida Power & Light	11/13/2024	1800485303	\$9,802.81	\$4,901.41	Partial - 50/50 split between marina (public) and restaurant (private)
Florida Power & Light	8/12/2022	1800291469	\$11,295.05	\$11,295.05	Power OH to UG conversion - offsite Coconut Rd - 100% CDD eligible
		TOTALS:	\$82,936.91	\$53,035.51	

EXHIBIT B

Location of Improvements



CORPORATE DECLARATION REGARDING COSTS PAID
[IMPROVEMENTS (LB ESTERO BAY INVESTMENTS)]

LB ESTERO BAY INVESTMENTS, LLC, a Florida limited liability company ("**Developer**"), does hereby certify to the Saltleaf Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Amended & Restated Engineer's Report*, dated March 19, 2024 (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 23rd day of January, 2025.

LB ESTERO BAY INVESTMENTS, LLC

Name:

Title:

STATE OF

COUNTY OF

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 23rd day of January, 2025, by Stephen W. Barton as Authorized Rep of LB Estero Bay Investments, LLC, a Florida limited liability company, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

NOTARY PUBLIC, STATE OF

Name:

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A**Description of Improvements (LB Estero Bay Investments)**

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Florida Power & Light	12/16/2022	1800304823	\$61,839.05	\$36,839.05	Partial - CDD eligibility limited to conversion from OH to UG; excludes \$25,000 associated with power for Tower 1.
Florida Power & Light	11/13/2024	1800485303	\$9,802.81	\$4,901.41	Partial - 50/50 split between marina (public) and restaurant (private)
Florida Power & Light	8/12/2022	1800291469	\$11,295.05	\$11,295.05	Power OH to UG conversion - offsite Coconut Rd - 100% CDD eligible
		TOTALS:	\$82,936.91	\$53,035.51	

DISTRICT ENGINEER'S CERTIFICATE
[IMPROVEMENTS (LB ESTERO BAY INVESTMENTS)]

February 5, 2025

Board of Supervisors
Saltleaf Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Barraco and Associates, Inc. ("**District Engineer**"), as District Engineer for the Saltleaf Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from LB Estero Bay Investments, LLC ("**Developer**") as to construction work ("**Construction Work**") related to public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Construction Work¹, including but not limited to certain invoices and other documents, as applicable.
2. The Construction Work is within the scope of the District's capital improvement plan as set forth in the District's *Amended & Restated Engineer's Report*, dated March 28, 2024 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Construction Work was installed in accordance with their specifications. I am not aware of any defects in the Construction Work.
4. The total costs associated with the Construction Work are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Construction Work, and (ii) the reasonable fair market value of the Construction Work.

[CONTINUED ON FOLLOWING PAGE]

¹ The Construction Work includes the required relocation of existing private cable, fiber optics, and power utilities necessary for the District's Project, as well as the eligible underground cost differential for private power lines.

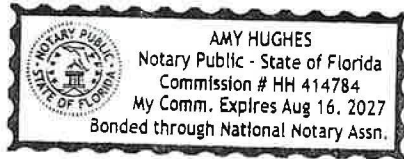
5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Construction Work.

BARRACO AND ASSOCIATES, INC.

Carl A. Barraco
CARL A. BARRACO, P.E.
Florida Registration No. 38536
District Engineer

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of Feb, 2025, by Carl A. Barraco as President of Barraco and Associates Inc. and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Amy Hughes
NOTARY PUBLIC, STATE OF FL
Name: Amy Hughes
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A**Description of Improvements (LB Estero Bay Investments)**

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Florida Power & Light	12/16/2022	1800304823	\$61,839.05	\$36,839.05	Partial - CDD eligibility limited to conversion from OH to UG; excludes \$25,000 associated with power for Tower 1.
Florida Power & Light	11/13/2024	1800485303	\$9,802.81	\$4,901.41	Partial - 50/50 split between marina (public) and restaurant (private)
Florida Power & Light	8/12/2022	1800291469	\$11,295.05	\$11,295.05	Power OH to UG conversion - offsite Coconut Rd - 100% CDD eligible
		TOTALS:	\$82,936.91	\$53,035.51	

BILL OF SALE AND LIMITED ASSIGNMENT
[IMPROVEMENTS (LB ESTERO BAY INVESTMENTS)]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 23 day of January, 2025, by and between **LB ESTERO BAY INVESTMENTS, LLC**, a Florida limited liability partnership, with an address of 2210 Vanderbilt Beach Road, Suite 1300, Naples, Florida 34109 ("**Grantor**"), and for good and valuable consideration, to it paid by the **SALTLEAF COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**; and
- c) The Developer has provided easement rights in favor of the District for the improvements that are part of the Property as set forth in the *Community Declaration for Saltleaf on Estero Bay*, as recorded in Book ____, Page ____, of the Official Records of Lee County, Florida. The Developer agrees to provide perpetual easements or other equivalent or greater property rights for the ownership, construction, installation, acquisition, maintenance, operation, repair and replacement of the improvements that are part of the Property via a recorded plat and/or recorded condominium declaration as the land is further developed.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or

liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, **“AS IS, WHERE IS”, AND “WITH ALL FAULTS”**. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

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

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

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

LB ESTERO BAY INVESTMENTS, LLC

By: [Signature]
Name: Anna Murphy

[Signature]
Name: Stephen Wilson
Title: Authorized Rep

By: [Signature]
Name: Carrie J. Lynn

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23rd day of January, 2025, by Stephen Wilson as Authorized Rep of LB Estero Bay Inv. LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Anna Murphy
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A**Description of Improvements (LB Estero Bay Investments)**

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Florida Power & Light	12/16/2022	1800304823	\$61,839.05	\$36,839.05	Partial - CDD eligibility limited to conversion from OH to UG; excludes \$25,000 associated with power for Tower 1.
Florida Power & Light	11/13/2024	1800485303	\$9,802.81	\$4,901.41	Partial - 50/50 split between marina (public) and restaurant (private)
Florida Power & Light	8/12/2022	1800291469	\$11,295.05	\$11,295.05	Power OH to UG conversion - offsite Coconut Rd - 100% CDD eligible
		TOTALS:	\$82,936.91	\$53,035.51	

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS BI

ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT

**[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – RITZ RESIDENCES ESTERO BAY – SPINE ROAD]
[PAY APPLICATIONS #4 – 7]**

Payment Application ("Pay Application"):	Total Pay Application Amount:	CDD Eligible Amount:
#4	\$4,323.21	\$4,323.21
#5	\$28,048.36	\$28,048.36
#6	\$50,593.77	\$50,593.77
#7	\$102,600.00	\$102,600.00
TOTAL:	\$185,565.34	\$185,565.34
Developer: LB Raptor Investments, LLC ("Developer")		Contractor: South Florida Excavation, Inc. ("Contractor")
Site CDD Work Contract: <i>Contractor Agreement</i>, dated _____ ("Contract")		Engineer's Report: <i>Engineer's Report</i>, dated September 8, 2023, Amended and Restated March 19, 2024, as revised March 28, 2024 (together, "<i>Engineer's Report</i>")

DEVELOPER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "**CDD Work**" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "**Project**" as defined in the Engineer's Report ("**CDD Improvements**"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated April 11, 2024.

LB RAPTOR INVESTMENTS, LLC


Name: Stephen W. Larson
Title: Authorized Rep
Date: 1/23/25

[CONTINUED ON FOLLOWING PAGE]

DISTRICT ENGINEER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer’s Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

BARRACO AND ASSOCIATES INC.


Name: CAM A. BARRACO
Title: DISTRICT ENGINEER
Date: 2-5-25

Exhibit A: Payment Application, with District Items Identified & Contractor Partial Release

Raptor Spine Road -
100%
Reimbursed

TO:	LB Raptor Bay Investments, LLC, 2210 Vanderbilt Beach Road, Suite 1300 Naples, FL 34109	APPLICATION No:	4	PERIOD TO:	September 30, 2024
FROM:	South Florida Excavation, Inc. 1455 Railroad Blvd., Suite #3 Naples, FL 34110	SFE Job No.	24002	JOB NAME: SFE Job Name:	Ritz Residences Estero Bay Spine Road RP0007CDD Cost Code: 81-102
		COST CODE:		DATE:	September 25, 2024

CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner			
	TOTAL		
Approved this Month			
Number			
		\$	-
		\$	-
		\$	-
Net change by Change Orders		\$	-

CONTRACT FOR: Earthwork	
Application is made for Payment, as shown below in connection with the Contract.	
Continuation Sheet, AIA Document G703, is attached.	
1. ORIGINAL CONTRACT SUM.....	\$ 2,160,838.50
2. Net change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (1+2).....	\$ 2,160,838.50
4. TOTAL COMPLETED TO DATE.....	\$ 616,843.61
5. TOTAL STORED TO DATE.....	\$ -
5A. TOTAL COMPLETED + STORED TO DATE	\$ 616,843.61
6. RETAINAGE:	
Stored Material a.....	\$ -
Work Completed b.....	\$ 61,684.36
Total Retainage (Line 6a + 6b)	\$ 61,684.36
7. TOTAL EARNED LESS RETAINAGE.....	\$ 555,159.25
(Line 4 + Line 5 - Line 6 Total)	
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate).....	\$ 550,836.04
9. CURRENT PAYMENT DUE.....	\$ 4,323.21
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 1,605,679.25
(Line 3 less Line 7)	

State : Florida
Subscribed and sworn to before me this 30th day of Sept, 2024 Collier County

Notary Public James E. Hovest
(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER



OK-verified by PM

SCHEDULE OF VALUES

S. FL Excavation
1455 Railhead Blvd., Suite 3
Naples, FL 34110
239-596-8111

Ritz Residences Estero Bay Spine Road

Application #: 4
Application date: 25-Sep-24
Invoice period: 30-Sep-24

Item No.	Description of work	Qty	Unit	Unit Cost	Contract Amount	Work Completed		Materials presently stored (not D or E)	Total completed & stored to date (F+G+H)	%	Balance to finish (E - I)	Retainage
						Previous Period	This period					
Earthwork												
Spine Road												
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Import Fill and Final Grade	10,550	CY	\$ 23.25	\$ 245,287.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 245,287.50	\$ -
3	MOT	1	LS	\$ 9,300.00	\$ 9,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,300.00	\$ -
4	Lake Bank Fill (at Roundabout on Spine Rd)	2,988	CY	\$ 23.25	\$ 69,471.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 69,471.00	\$ -
5	Stabilized Subgrade	11,702	SY	\$ 3.00	\$ 35,106.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,106.00	\$ -
6	8" Limerock Roundabout	190	SY	\$ 19.25	\$ 3,657.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,657.50	\$ -
7	8" Limerock Roundabout	8,910	SY	\$ 19.25	\$ 171,517.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 171,517.50	\$ -
8	Prime	8,910	SY	\$ 1.00	\$ 8,910.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,910.00	\$ -
9	Asphalt SP 12.5 1 1/4" - 1st Lift	7,527	SY	\$ 11.00	\$ 82,797.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 82,797.00	\$ -
10	Tack	7,527	SY	\$ 1.00	\$ 7,527.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,527.00	\$ -
11	Asphalt SP 12.5 1" - 2nd Lift	7,527	SY	\$ 10.00	\$ 75,270.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 75,270.00	\$ -
12	A Curb	1,377	LF	\$ 25.50	\$ 35,113.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,113.50	\$ -
13	2" Ribbon Curb at Roundabout	160	LF	\$ 48.00	\$ 7,680.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,680.00	\$ -
14	F Curb	4,942	LF	\$ 26.00	\$ 128,492.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 128,492.00	\$ -
15	3' Valley Curb	326	LF	\$ 46.00	\$ 14,996.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,996.00	\$ -
16	RA Curb	524	LF	\$ 23.00	\$ 12,052.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,052.00	\$ -
17	Pavement Markins & Signage X2 (1 thermo)	1	LS	\$ 86,780.00	\$ 86,780.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 86,780.00	\$ -
18	ADA Ramps	22	EA	\$ 650.00	\$ 14,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,300.00	\$ -
19	Concrete Sidewalk, 6"	23,780	SF	\$ 7.00	\$ 166,460.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 166,460.00	\$ -
20	Concrete Median	300	SF	\$ 12.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,600.00	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	880	SY	\$ 22.00	\$ 19,360.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 19,360.00	\$ -
22	Rock Construction Roads	1,249	SY	\$ 17.00	\$ 21,233.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 21,233.00	\$ -
Temp Road												
1	Import Fill	3,734	CY	\$ 23.25	\$ 86,815.50	\$ 19,099.41	\$ -	\$ -	\$ 19,099.41	22.00%	\$ 67,716.09	\$ 1,909.94
2	Stabilized Subgrade	2,410	SY	\$ 3.00	\$ 7,230.00	\$ 3,422.50	\$ 1,807.50	\$ -	\$ 7,230.00	100.00%	\$ -	\$ 723.00
3	6" Limerock	2,295	SY	\$ 17.75	\$ 40,736.25	\$ 30,552.19	\$ 2,036.81	\$ -	\$ 32,589.00	80.00%	\$ 8,147.25	\$ 3,258.90
4	Prime	2,295	SY	\$ 0.75	\$ 1,721.25	\$ 1,290.94	\$ 86.06	\$ -	\$ 1,377.00	80.00%	\$ 344.25	\$ 137.70
5	Asphalt SP 9.5 - 1st Lift	2,183	SY	\$ 8.00	\$ 17,464.00	\$ 13,098.00	\$ 873.20	\$ -	\$ 13,971.20	80.00%	\$ 3,492.80	\$ 1,397.12
6	Tack	2,183	SY	\$ 0.75	\$ 1,637.25	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,637.25	\$ -
7	Asphalt SP 9.5 - 2nd Lift	2,183	SY	\$ 8.25	\$ 18,009.75	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 18,009.75	\$ -
8	Pavement Markings and Signage	1	LS	\$ 7,300.00	\$ 7,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,300.00	\$ -
9	Sod Road Shoulders and Signage	29,800	SF	\$ 0.43	\$ 12,814.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,814.00	\$ -
Temp Road Removal												
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	2,183	SY	\$ 2.50	\$ 5,457.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,457.50	\$ -
3	Regrade for Sod	2,644	SY	\$ 4.50	\$ 11,898.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,898.00	\$ -
Coconut Road												
1	Mill and Overlay Coconut Rd 1" ROM	3,000	SY	\$ 22.00	\$ 66,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 66,000.00	\$ -
2	Concrete Sidewalks ROW Coconut	7,734	SF	\$ 7.25	\$ 56,071.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 56,071.50	\$ -
3	Concrete Apron at Lift Station	800	SF	\$ 11.60	\$ 9,280.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,280.00	\$ -
4	Curb and Drive Demo	1	LS	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,800.00	\$ -
5	ROW F Curb	126	LF	\$ 24.00	\$ 3,024.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,024.00	\$ -

[illegible]

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24002 (Spine Road)
Pay Application 4

date reviewed 1/13/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 4	Percent CDD Fundable	Amount CDD Fundable Pay App 4	Balance Developer Pay App 4	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
EARTHWORK SPINE ROAD										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill and Final Grade	\$ 245,287.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	MOT	\$ 9,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Lake Bank Fill (at roundabout on Spine Road)	\$ 69,471.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Stabilized Subgrade	\$ 35,106.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	8" Limerock (Roundabout)	\$ 3,557.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	8" Limerock	\$ 171,617.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Prime	\$ 8,910.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Asphalt SP 12.5 1 1/4" - First Lift	\$ 82,797.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Tack	\$ 7,527.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Asphalt SP 12.5 1" - Second Lift	\$ 75,270.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	A Curb	\$ 35,113.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	2" Ribbon Curb at Roundabout	\$ 7,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	F Curb	\$ 128,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	3" Valley Gutter Curb	\$ 14,995.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	RA Curb	\$ 12,052.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Pavement Markings & Signage xx (1 Thermo)	\$ 86,780.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	ADA Ramps	\$ 14,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Concrete Sidewalk, 6"	\$ 166,460.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Concrete Median	\$ 3,600.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	\$ 19,360.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Rock Construction Roads	\$ 21,233.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL EARTHWORK SPINE ROAD		\$ 1,223,410.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TEMP ROAD										
1	Import Fill	\$ 86,815.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Stabilized Subgrade	\$ 7,230.00	\$ 1,807.50	100%	\$ 1,807.50	\$ -	\$ 180.75	\$ -	\$ 1,626.75	\$ -
3	6" Limerock	\$ 40,735.25	\$ 2,036.81	100%	\$ 2,036.81	\$ -	\$ 203.68	\$ -	\$ 1,833.13	\$ -
4	Prime	\$ 1,721.25	\$ 86.06	100%	\$ 86.06	\$ -	\$ 8.61	\$ -	\$ 77.45	\$ -
5	Asphalt SP 9.5 - First Lift	\$ 17,464.00	\$ 873.20	100%	\$ 873.20	\$ -	\$ 87.32	\$ -	\$ 785.88	\$ -
6	Tack	\$ 1,637.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Asphalt SP 9.5 - Second Lift	\$ 18,009.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Pavement Markings & Signage	\$ 7,309.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Sod Road Shoulders & Signage	\$ 12,814.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD		\$ 193,728.00	\$ 4,803.57		\$ 4,803.57	\$ -	\$ 480.36	\$ -	\$ 4,323.21	\$ -
TEMP ROAD REMOVAL										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	\$ 5,457.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Regrade for Sod	\$ 11,898.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD REMOVAL		\$ 21,855.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COCONUT ROAD										
1	Mill and Overlay Coconut Rd 1" ROM	\$ 66,000.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Concrete Sidewalks ROW Coconut Rd	\$ 36,071.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Concrete Apron at Lift Station	\$ 9,280.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Curb and Driveway Demolition	\$ 3,800.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ROW F Curb	\$ 3,024.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL COCONUT ROAD		\$ 138,175.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEARING, FILL AND DEMUCK										
1	Preserve Clear	\$ 109,200.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill Lake	\$ 456,583.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Demuck Lake	\$ 17,886.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CLEARING, FILL AND DEMUCK		\$ 583,669.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT TOTAL		\$ 2,160,838.50	\$ 4,803.57		\$ 4,803.57	\$ -	\$ 480.36	\$ -	\$ 4,323.21	\$ -

Total Amount Due (this invoice)	\$ 4,323.21
Amount CDD Payable (this invoice)	\$ 4,323.21
Balance Owed by Developer (this invoice)	\$ -

Raptor Spine Road -
100%
Reimbursed

SCHEDULE OF VALUES

SUBCONTRACTOR/VENDOR APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LB Raptor Bay Investments, LLC.
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

APPLICATION No: 5 PERIOD TO: October 31, 2024

SFE Job No. 24002 JOB NAME: Ritz Residences Estero Bay
SFE Job Name: Spine Road RP0007CDD
Cost Code: 81-102

FROM: South Florida Excavation, Inc.
1455 Railroad Blvd., Suite #3
Naples, FL 34110

COST CODE: DATE: October 25, 2024

CONTRACT FOR: Earthwork

Application is made for Payment, as shown below in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in
previous months by Owner

DEDUCTIONS

1. ORIGINAL CONTRACT SUM.....	\$ 2,160,838.50
2. Net change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (1+2).....	\$ 2,160,838.50
4. TOTAL COMPLETED TO DATE.....	\$ 648,008.46
5. TOTAL STORED TO DATE.....	\$ -
5A. TOTAL COMPLETED + STORED TO DATE.....	\$ 648,008.46

Approved this Month

Number

TOTAL

6. RETAINAGE:

Stored Material a. \$
Work Completed b. \$ 64,800.85

Total Retainage (Line 3a + 6b) \$ 64,800.85

7. TOTAL EARNED LESS RETAINAGE..... \$ 583,207.61

(Line 4 + Line 5 - Line 6 Total)

8. LESS PREVIOUS CERTIFICATES FOR..... \$ 555,159.25

PAYMENT (Line 7 from prior Certificate).....

9. CURRENT PAYMENT DUE..... \$ 28,048.36

10. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 1,577,630.89

(Line 3 less Line 7)

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: K. Robinson Date 10/25/24 State: Florida

Subscribed and sworn to before me this 25th day of Oct., 2024 Collier County

Notary Public

(Notary expiration must be certified 60 days from the amount applied for.)

PROJECT MANAGER

APPROVED FOR PAYMENT:

SUPERINTENDENT:

BY:

Rick VanDyke

OK - verified by PM

SCHEDULE OF VALUES

S. FL Excavation
1455 Railroad Blvd., Suite 3
Naples, FL 34110
239-596-8111

Ritz Residences Estero Bay Spine Road

Application #: 5
Application date: 25-Oct-24
Invoice period: 31-Oct-24

A Item No.	B Description of work	C Qty	D Unit	E Unit Cost	F Contract Amount	G Work Completed Previous Period	H This period	I Materials presently stored (not D or E)	J Total completed & stored to date (F+G+H)	K %	L Balance to finish (E - I)	M Retainage
Earthwork Spine Road												
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Import Fill and Final Grade	10,530	CY	\$ 23.25	\$ 245,287.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 245,287.50	\$ -
3	MOT	1	LS	\$ 9,300.00	\$ 9,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,300.00	\$ -
4	Lake Bank Fill at Roundabout on Spine Rd	2,988	CY	\$ 23.25	\$ 69,471.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 69,471.00	\$ -
5	Stabilized Subgrade	11,702	SY	\$ 3.00	\$ 35,106.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,106.00	\$ -
6	8" Limerock Roundabout	190	SY	\$ 19.25	\$ 3,657.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,657.50	\$ -
7	8" Limerock Roundabout	8,910	SY	\$ 19.25	\$ 171,517.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 171,517.50	\$ -
8	Prime	8,910	SY	\$ 1.00	\$ 8,910.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,910.00	\$ -
9	Asphalt SP 12.5 1 1/4" - 1st Lift	7,527	SY	\$ 11.00	\$ 82,797.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 82,797.00	\$ -
10	Tack	7,527	SY	\$ 1.00	\$ 7,527.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,527.00	\$ -
11	Asphalt SP 12.5 1" - 2nd Lift	7,527	SY	\$ 10.00	\$ 75,270.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 75,270.00	\$ -
12	A Curb	1,377	LF	\$ 25.50	\$ 35,113.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,113.50	\$ -
13	2 Ribbon Curb at Roundabout	160	LF	\$ 48.00	\$ 7,680.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,680.00	\$ -
14	F Curb	4,942	LF	\$ 26.00	\$ 128,492.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 128,492.00	\$ -
15	3' Valley Curb	326	LF	\$ 46.00	\$ 14,996.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,996.00	\$ -
16	RA Curb	524	LF	\$ 23.00	\$ 12,052.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,052.00	\$ -
17	Pavement Markings & Signage X2:1 thermo	1	LS	\$ 85,780.00	\$ 85,780.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 85,780.00	\$ -
18	ADA Ramus	22	EA	\$ 650.00	\$ 14,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,300.00	\$ -
19	Concrete Sidewalk, 6"	23,789	SP	\$ 7.00	\$ 166,460.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 166,460.00	\$ -
20	Concrete Median	300	SP	\$ 12.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,600.00	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	890	SY	\$ 22.00	\$ 19,360.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 19,360.00	\$ -
22	Rock Construction Roads	1,249	SY	\$ 17.00	\$ 21,233.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 21,233.00	\$ -
Terwy Road												
1	Import Fill	3,734	CY	\$ 23.25	\$ 86,815.50	\$ 19,095.41	\$ -	\$ -	\$ 19,095.41	22.00%	\$ 67,716.09	\$ 1,909.94
2	Stabilized Subgrade	2,410	SY	\$ 3.00	\$ 7,230.00	\$ 7,230.00	\$ -	\$ -	\$ 7,230.00	100.00%	\$ -	\$ 723.00
3	6" Limerock	2,295	SY	\$ 17.75	\$ 40,736.25	\$ 32,589.00	\$ 8,147.25	\$ -	\$ 40,736.25	100.00%	\$ -	\$ 4,073.63
4	Prime	2,295	SY	\$ 0.75	\$ 1,721.25	\$ 1,377.00	\$ -	\$ -	\$ 1,377.00	80.00%	\$ 344.25	\$ 137.70
5	Asphalt SP 9.5 - 1st Lift	2,183	SY	\$ 8.00	\$ 17,464.00	\$ 13,971.20	\$ -	\$ -	\$ 13,971.20	80.00%	\$ 3,492.80	\$ 1,397.12
6	Tack	2,183	SY	\$ 0.75	\$ 1,637.25	\$ -	\$ 1,309.80	\$ -	\$ 1,309.80	80.00%	\$ 327.45	\$ 130.98
7	Asphalt SP 9.5 - 2nd Lift	2,183	SY	\$ 8.25	\$ 18,029.75	\$ -	\$ 14,407.80	\$ -	\$ 14,407.80	80.00%	\$ 3,601.95	\$ 1,440.78
8	Pavement Markings and Signage	1	LS	\$ 7,300.00	\$ 7,300.00	\$ -	\$ 7,300.00	\$ -	\$ 7,300.00	100.00%	\$ -	\$ 730.00
9	Sod Road Shoulders and Signage	29,800	SP	\$ 0.43	\$ 12,814.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,814.00	\$ -
Terwy Road Removal												
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	2,183	SY	\$ 2.50	\$ 5,457.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,457.50	\$ -
3	Regrade for Sod	2,644	SY	\$ 4.50	\$ 11,898.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,898.00	\$ -
Coconut Road												
1	Mill and Overlay Coconut Rd 1" ROM	3,000	SY	\$ 22.00	\$ 66,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 66,000.00	\$ -
2	Concrete Sidewalks ROW Coconut	7,734	SP	\$ 7.25	\$ 56,071.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 56,071.50	\$ -
3	Concrete Apron at Lift Station	800	SP	\$ 11.60	\$ 9,280.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,280.00	\$ -
4	Curb and Drive Demo	1	LS	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,800.00	\$ -
5	ROW F Curb	126	LF	\$ 24.00	\$ 3,024.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,024.00	\$ -

[illegible]

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24002 (Spine Road)
Pay Application 5

date reviewed 1/13/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 5	Percent CDD Fundable	Amount CDD Fundable Pay App 5	Balance Developer Pay App 5	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
EARTHWORK SPINE ROAD										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill and Final Grade	\$ 245,287.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	MOT	\$ 9,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Lake Blank Fill (at roundabout on Spine Road)	\$ 69,471.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Stabilized Subgrade	\$ 35,106.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	8" Limerock (Roundabout)	\$ 3,657.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	8" Limerock	\$ 171,517.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Prime	\$ 8,910.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Asphalt SP 12.5 1 1/4" - First Lift	\$ 82,797.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Tack	\$ 7,527.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Asphalt SP 12.5 1" - Second Lift	\$ 75,270.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	A Curb	\$ 35,113.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	2' Ribbon Curb at Roundabout	\$ 7,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	F Curb	\$ 128,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	3' Valley Gutter Curb	\$ 14,995.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	RA Curb	\$ 12,052.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Pavement Markings & Signage x2 (1 Thermo)	\$ 86,780.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	ADA Ramps	\$ 14,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Concrete Sidewalk, 6"	\$ 166,460.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Concrete Median	\$ 3,600.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	\$ 19,360.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Rock Construction Roads	\$ 21,233.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL EARTHWORK SPINE ROAD		\$ 1,223,410.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TEMP ROAD										
1	Import Fill	\$ 86,815.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Stabilized Subgrade	\$ 7,230.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	6" Limerock	\$ 40,736.25	\$ 8,147.25	100%	\$ 8,147.25	\$ -	\$ 814.73	\$ -	\$ 7,332.53	\$ -
4	Prime	\$ 1,721.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Asphalt SP 9.5 - First Lift	\$ 17,464.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Tack	\$ 1,637.25	\$ 1,309.80	100%	\$ 1,309.80	\$ -	\$ 130.98	\$ -	\$ 1,178.82	\$ -
7	Asphalt SP 9.5 - Second Lift	\$ 18,009.75	\$ 14,407.80	100%	\$ 14,407.80	\$ -	\$ 1,440.78	\$ -	\$ 12,967.02	\$ -
8	Pavement Markings & Signage	\$ 7,300.00	\$ 7,300.00	100%	\$ 7,300.00	\$ -	\$ 730.00	\$ -	\$ 6,570.00	\$ -
9	Sod Road Shoulders & Signage	\$ 12,814.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD		\$ 193,728.00	\$ 31,164.85		\$ 31,164.85	\$ -	\$ 3,116.49	\$ -	\$ 28,048.37	\$ -
TEMP ROAD REMOVAL										
1	Mobilization	\$ 4,500.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	\$ 5,457.50		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Regrade for Sod	\$ 11,898.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD REMOVAL		\$ 21,855.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COCONUT ROAD										
1	Mill and Overlay Coconut Rd 1" ROM	\$ 66,000.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Concrete Sidewalks ROW Coconut Rd	\$ 56,071.50		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Concrete Apron at Lift Station	\$ 9,280.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Curb and Driveway Demolition	\$ 3,800.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ROW F Curb	\$ 3,024.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL COCONUT ROAD		\$ 138,175.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEARING, FILL AND DEMUCK										
1	Preserve Clear	\$ 109,200.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill Lake	\$ 456,583.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Demuck Lake	\$ 17,886.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CLEARING, FILL AND DEMUCK		\$ 583,669.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT TOTAL		\$ 2,160,838.50	\$ 31,164.85		\$ 31,164.85	\$ -	\$ 3,116.49	\$ -	\$ 28,048.36	\$ -

Total Amount Due (this invoice)	\$ 28,048.36
Amount CDD Payable (this invoice)	\$ 28,048.36
Balance Owed by Developer (this invoice)	\$ -

Raptor Spine Road -
100%
Reimbursed

SCHEDULE OF VALUES

SUBCONTRACTOR/VENDOR APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LB Raptor Bay Investments, LLC.
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

APPLICATION No: 6 PERIOD TO: November 30, 2024

SFE Job No. 24002 JOB NAME: Ritz Residences Estero Bay
SFE Job Name: Spine Road RP0007CDD
Cost Code: 81-102

FROM: South Florida Excavation, Inc.
1455 Railhead Blvd., Suite #3
Naples, FL 34110

COST CODE: DATE: November 25, 2024

CONTRACT FOR: Earthwork

Application is made for Payment, as shown below in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in
previous months by Owner

DEDUCTIONS

Approved this Month

Number

TOTAL

Net change by Change Orders

1. ORIGINAL CONTRACT SUM	\$ 2,160,838.50
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (1+2)	\$ 2,160,838.50
4. TOTAL COMPLETED TO DATE	\$ 704,223.76
5. TOTAL STORED TO DATE	\$ -
5A. TOTAL COMPLETED + STORED TO DATE	\$ 704,223.76

6. RETAINAGE:

Stored Material a.	\$ -
Work Completed b.	\$ 70,422.38

Total Retainage (Line 6a + 6b) \$ 70,422.38

7. TOTAL EARNED LESS RETAINAGE \$ 633,801.38

(Line 4 + Line 5 - Line 6 Total)

8. LESS PREVIOUS CERTIFICATES FOR \$ 583,207.61

PAYMENT (Line 7 from prior Certificate)

9. CURRENT PAYMENT DUE \$ 50,593.77

10. BALANCE TO FINISH, PLUS RETAINAGE \$ 1,527,037.12

(Line 3 less Line 7)

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By:

Date 11/25/24

State: Florida Collier County
Subscribed and sworn to before me this 25th day of Nov., 2024

Notary Public
(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER

APPROVED FOR PAYMENT:

SUPERINTENDENT:

By:



OK-verified by
PM

SCHEDULE OF VALUES

S. FL Excavation
1455 Railhead Blvd., Suite 3
Naples, FL 34110
239-596-8111

Ritz Residences Estero Bay Spine Road

Application #: 6
Application date: 25-Nov-24
Invoice period: 30-Nov-24

Item No.	Description of work	Qty	Unit	Unit Cost	Contract Amount	Work Completed		Materials presently stored (not D or E)	Total completed & stored to date (H+G+I)	%	Balance to finish (E - I)	Retainage
						Previous Period	This period					
Earthwork												
Spine Road												
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Import Fill and Final Grade	10,550	CY	\$ 23.25	\$ 245,287.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 245,287.50	\$ -
3	MOT	1	LS	\$ 9,300.00	\$ 9,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,300.00	\$ -
4	Lake Bank Fill (at Roundabout on Spine Rd)	2,988	CY	\$ 23.25	\$ 69,471.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 69,471.00	\$ -
5	Stabilized Subgrade	11,703	SY	\$ 3.00	\$ 35,106.00	\$ -	\$ 3,510.60	\$ -	\$ 3,510.60	10.00%	\$ 31,595.40	\$ 351.06
6	8" Limerock Roundabout	190	SY	\$ 19.25	\$ 3,657.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,657.50	\$ -
7	8" Limerock Roundabout	8,910	SY	\$ 19.25	\$ 171,517.50	\$ -	\$ 17,151.75	\$ -	\$ 17,151.75	10.00%	\$ 154,365.75	\$ 1,715.18
8	Prime	8,910	SY	\$ 1.00	\$ 8,910.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,910.00	\$ -
9	Asphalt SP 12.5 1 1/4" - 1st Lift	7,527	SY	\$ 11.00	\$ 82,797.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 82,797.00	\$ -
10	Tack	7,527	SY	\$ 1.00	\$ 7,527.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,527.00	\$ -
11	Asphalt SP 12.5 1" - 2nd Lift	7,527	SY	\$ 10.00	\$ 75,270.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 75,270.00	\$ -
12	A Curb	1,377	LF	\$ 25.50	\$ 35,113.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,113.50	\$ -
13	2' Ribbon Curb at Roundabout	160	LF	\$ 48.00	\$ 7,680.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,680.00	\$ -
14	F Curb	4,942	LF	\$ 26.00	\$ 128,492.00	\$ -	\$ 12,849.20	\$ -	\$ 12,849.20	10.00%	\$ 115,642.80	\$ 1,284.92
15	3' Valley Curb	326	LF	\$ 46.00	\$ 14,996.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,996.00	\$ -
16	RA Curb	524	LF	\$ 23.00	\$ 12,052.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,052.00	\$ -
17	Pavement Markins & Signage X2 (1 thermo)	1	LS	\$ 86,780.00	\$ 86,780.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 86,780.00	\$ -
18	ADA Ramps	22	EA	\$ 659.00	\$ 14,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,300.00	\$ -
19	Concrete Sidewalk, 6"	23,780	SF	\$ 7.00	\$ 166,460.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 166,460.00	\$ -
20	Concrete Median	300	SF	\$ 12.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,600.00	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	880	SY	\$ 22.00	\$ 19,360.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 19,360.00	\$ -
22	Rock Construction Roads	1,349	SY	\$ 17.00	\$ 21,233.00	\$ -	\$ 2,123.30	\$ -	\$ 2,123.30	10.00%	\$ 19,109.70	\$ 212.33
Temp Road												
1	Import Fill	3,734	CY	\$ 23.25	\$ 86,815.50	\$ 19,099.41	\$ -	\$ -	\$ 19,099.41	22.00%	\$ 67,716.09	\$ 1,909.94
2	Stabilized Subgrade	2,410	SY	\$ 3.00	\$ 7,230.00	\$ 7,230.00	\$ -	\$ -	\$ 7,230.00	100.00%	\$ -	\$ 723.00
3	6" Limerock	2,295	SY	\$ 17.75	\$ 40,736.25	\$ 40,736.25	\$ -	\$ -	\$ 40,736.25	100.00%	\$ -	\$ 4,073.63
4	Prime	2,295	SY	\$ 0.75	\$ 1,721.25	\$ 1,377.00	\$ 344.25	\$ -	\$ 1,721.25	100.00%	\$ -	\$ 172.13
5	Asphalt SP 9.5 - 1st Lift	2,183	SY	\$ 8.00	\$ 17,464.00	\$ 13,971.20	\$ 3,492.80	\$ -	\$ 17,464.00	100.00%	\$ -	\$ 1,746.40
6	Tack	2,183	SY	\$ 0.75	\$ 1,637.25	\$ 1,309.80	\$ 327.45	\$ -	\$ 1,637.25	100.00%	\$ -	\$ 163.73
7	Asphalt SP 9.5 - 2nd Lift	2,183	SY	\$ 8.25	\$ 18,009.75	\$ 14,427.80	\$ 3,601.95	\$ -	\$ 18,009.75	100.00%	\$ -	\$ 1,800.98
8	Pavement Markings and Signage	1	LS	\$ 7,300.00	\$ 7,300.00	\$ 7,300.00	\$ -	\$ -	\$ 7,300.00	100.00%	\$ -	\$ 730.00
9	Sod Road Shoulders and Signage	29,800	SF	\$ 0.43	\$ 12,814.00	\$ -	\$ 12,814.00	\$ -	\$ 12,814.00	100.00%	\$ -	\$ 1,281.40
Temp Road Removal												
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	2,183	SY	\$ 2.50	\$ 5,457.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,457.50	\$ -
3	Regrade for Sod	2,644	SY	\$ 4.50	\$ 11,898.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,898.00	\$ -
Coconut Road												
1	Mill and Overlay Coconut Rd 1" ROM	3,009	SY	\$ 22.00	\$ 66,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 66,000.00	\$ -
2	Concrete Sidewalks ROW Coconut	7,734	SF	\$ 7.25	\$ 56,071.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 56,071.50	\$ -
3	Concrete Apron at Lift Station	800	SF	\$ 11.60	\$ 9,280.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,280.00	\$ -
4	Curb and Drive Demo	1	LS	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,800.00	\$ -
5	ROW F Curb	126	LF	\$ 24.00	\$ 3,024.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,024.00	\$ -

[illegible]

EXHIBIT A
Salt/caf CDD / Developer Cost Breakdown
South Florida Excavation Contract 24002 (Spine Road)
Pay Application 6

date reviewed 1/13/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 6	Percent CDD Fundable	Amount CDD Fundable Pay App 6	Balance Developer Pay App 6	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
EARTHWORK SPINE ROAD										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill and Final Grade	\$ 245,287.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	MOT	\$ 9,380.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Lake Bank Fill (at roundabout on Spine Road)	\$ 64,471.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Stabilized Subgrade	\$ 35,106.00	\$ 3,510.60	100%	\$ 3,510.60	\$ -	\$ 351.06	\$ -	\$ 3,159.54	\$ -
6	8" Limerock (Roundabout)	\$ 3,657.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	8" Limerock	\$ 17,151.75	\$ 17,151.75	100%	\$ 17,151.75	\$ -	\$ 1,715.18	\$ -	\$ 15,436.58	\$ -
8	Prime	\$ 8,910.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Asphalt SP 12.5 1 1/4" - First Lift	\$ 82,797.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Tack	\$ 7,527.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Asphalt SP 12.5 1" - Second Lift	\$ 76,270.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	A Curb	\$ 35,113.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	2' Ribbon Curb at Roundabout	\$ 7,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	F Curb	\$ 128,492.00	\$ 12,849.20	100%	\$ 12,849.20	\$ -	\$ 1,284.92	\$ -	\$ 11,564.28	\$ -
15	3' Valley Gutter Curb	\$ 14,995.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	RA Curb	\$ 12,052.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Pavement Markings & Signage x2 (1 Thermo)	\$ 86,780.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	ADA Ramps	\$ 14,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Concrete Sidewalk, 5"	\$ 166,460.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Concrete Median	\$ 3,600.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	\$ 19,360.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Rock Construction Roads	\$ 21,233.00	\$ 2,123.30	100%	\$ 2,123.30	\$ -	\$ 212.33	\$ -	\$ 1,910.97	\$ -
SUBTOTAL EARTHWORK SPINE ROAD		\$ 1,223,410.00	\$ 35,634.85		\$ 35,634.85	\$ -	\$ 3,563.49	\$ -	\$ 32,071.37	\$ -
TEMP ROAD										
1	Import Fill	\$ 86,815.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Stabilized Subgrade	\$ 7,230.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	6" Limerock	\$ 40,736.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Prime	\$ 1,721.25	\$ 344.25	100%	\$ 344.25	\$ -	\$ 34.43	\$ -	\$ 309.83	\$ -
5	Asphalt SP 9.5 - First Lift	\$ 17,464.00	\$ 3,492.80	100%	\$ 3,492.80	\$ -	\$ 349.28	\$ -	\$ 3,143.52	\$ -
6	Tack	\$ 1,637.25	\$ 327.45	100%	\$ 327.45	\$ -	\$ 32.75	\$ -	\$ 294.71	\$ -
7	Asphalt SP 9.5 - Second Lift	\$ 18,009.75	\$ 3,601.95	100%	\$ 3,601.95	\$ -	\$ 360.20	\$ -	\$ 3,241.76	\$ -
8	Pavement Markings & Signage	\$ 7,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Sod Road Shoulders & Signage	\$ 12,814.00	\$ 12,814.00	100%	\$ 12,814.00	\$ -	\$ 1,281.40	\$ -	\$ 11,532.60	\$ -
SUBTOTAL TEMP ROAD		\$ 193,728.00	\$ 20,580.45		\$ 20,580.45	\$ -	\$ 2,028.05	\$ -	\$ 18,552.41	\$ -
TEMP ROAD REMOVAL										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	\$ 4,457.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Regrade for Sod	\$ 11,898.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD REMOVAL		\$ 21,855.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COCONUT ROAD										
1	Mill and Overlay Coconut Rd 1" ROM	\$ 66,000.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Concrete Sidewalks ROW Coconut Rd	\$ 56,071.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Concrete Apron at Lift Station	\$ 9,280.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Curb and Driveway Demolition	\$ 3,800.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ROW F Curb	\$ 3,024.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL COCONUT ROAD		\$ 138,175.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEARING, FILL AND DEMUCK										
1	Preserve Clear	\$ 109,200.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill Lake	\$ 456,583.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Demuck Lake	\$ 17,886.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CLEARING, FILL AND DEMUCK		\$ 583,669.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT TOTAL		\$ 2,160,838.50	\$ 56,215.30		\$ 56,215.30	\$ -	\$ 5,621.53	\$ -	\$ 50,593.77	\$ -

Total Amount Due (this invoice)	\$ 50,593.77
Amount CDD Payable (this invoice)	\$ 50,593.77
Balance Owed by Developer (this invoice)	\$ -

**Raptor Spine Road -
100%
Reimbursed**

TO:	LB Raptor Bay Investments, LLC. 2210 Vanderbilt Beach Road, Suite 1300 Naples, FL 34109	APPLICATION No:	7-Revised	PERIOD TO:	December 31, 2024
		SFE Job No.	24002	JOB NAME: SFE Job Name:	Ritz Residences Estero Bay Spine Road RP0007CDD Cost Code: 81-102
FROM:	South Florida Excavation, Inc. 1455 Railroad Blvd., Suite #3 Naples, FL 34110	COST CODE:		DATE:	December 23, 2024

CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number			
			\$
			\$
		\$	\$
Net change by Change Orders			\$

CONTRACT FOR: <u>Earthwork</u>	
Application is made for Payment, as shown below in connection with the Contract.	
Continuation Sheet, AIA Document G703, is attached.	
1. ORIGINAL CONTRACT SUM.....	\$ 2,160,838.50
2. Net change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (1+2).....	\$ 2,160,838.50
4. TOTAL COMPLETED TO DATE.....	\$ 818,223.76
5. TOTAL STORED TO DATE.....	\$ -
5A. TOTAL COMPLETED + STORED TO DATE	\$ 818,223.76
6. RETAINAGE:	
Stored Material a.....	\$ -
Work Completed b.....	\$ 81,822.38
Total Retainage (Line 6a + 6b)	\$ 81,822.38
7. TOTAL EARNED LESS RETAINAGE.....	\$ 736,401.38
(Line 4 + Line 5 - Line 6 Total)	
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate).....	\$ 533,801.38
9. CURRENT PAYMENT DUE.....	\$ 102,600.00
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 1,424,437.12
(Line 3 less Line 7)	

State : Florida Collier County
Subscribed and sworn to before me this 3rd day of Jan 2024

Notary Public _____
(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER _____

By



Ok-verified by PM

SCHEDULE OF VALUES

S. FL Excavation
1455 Railroad Blvd., Suite 3
Naples, FL 34110
239-596-8111

Ritz Residences Estero Bay Spine Road

Application #: 7-Revised
Application date: 23-Dec-24
Invoice period: 31-Dec-24

A	B	C	D	E	F	G	H	I	J	K	L	
Item No.	Description of work	Qty	Unit	Unit Cost	Contract Amount	Work Completed Previous Period	This period	Materials presently stored (not D or E)	Total completed & stored to date (F+G+H)	%	Balance to finish (E - I)	Retainage
	Earthwork Spine Road											
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Import Fill and Final Grade	10,550	CY	\$ 23.25	\$ 245,287.50	\$ -	\$ 114,000.00	\$ -	\$ 114,000.00	46.48%	\$ 131,287.50	\$ 11,400.00
3	MOT	1	LS	\$ 9,300.00	\$ 9,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,300.00	\$ -
4	Lake Bank Fill (at Roundabout on Spine Rd)	2,988	CY	\$ 23.25	\$ 69,471.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 69,471.00	\$ -
5	Stabilized Subgrade	11,702	SY	\$ 3.00	\$ 35,106.00	\$ 3,510.60	\$ -	\$ -	\$ 3,510.60	10.00%	\$ 31,595.40	\$ 351.06
6	8" Limerock Roundabout	190	SY	\$ 19.25	\$ 3,657.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,657.50	\$ -
7	8" Limerock Roundabout	8,910	SY	\$ 19.25	\$ 171,517.50	\$ 17,151.75	\$ -	\$ -	\$ 17,151.75	10.00%	\$ 154,365.75	\$ 1,715.18
8	Prime	8,910	SY	\$ 1.00	\$ 8,910.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,910.00	\$ -
9	Asphalt SP 12.5 1 1/4" - 1st Lift	7,527	SY	\$ 11.00	\$ 82,797.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 82,797.00	\$ -
10	Tack	7,527	SY	\$ 1.00	\$ 7,527.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,527.00	\$ -
11	Asphalt SP 12.5 1" - 2nd Lift	7,527	SY	\$ 10.00	\$ 75,270.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 75,270.00	\$ -
12	A Curb	1,377	LF	\$ 25.50	\$ 35,113.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,113.50	\$ -
13	2" Ribbon Curb at Roundabout	160	LF	\$ 48.00	\$ 7,680.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,680.00	\$ -
14	F Curb	4,842	LF	\$ 26.00	\$ 128,492.00	\$ 12,849.20	\$ -	\$ -	\$ 12,849.20	10.00%	\$ 115,642.80	\$ 1,284.92
15	3" Valley Curb	326	LF	\$ 46.00	\$ 14,996.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,996.00	\$ -
16	RA Curb	524	LF	\$ 23.00	\$ 12,052.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,052.00	\$ -
17	Pavement Markins & Signage X2 (1 thermo)	1	LS	\$ 86,780.00	\$ 86,780.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 86,780.00	\$ -
18	ADA Ramps	22	EA	\$ 650.00	\$ 14,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,300.00	\$ -
19	Concrete Sidewalk, 6"	23,780	SF	\$ 7.00	\$ 166,460.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 166,460.00	\$ -
20	Concrete Median	300	SF	\$ 12.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,600.00	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	880	SY	\$ 22.00	\$ 19,360.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 19,360.00	\$ -
22	Rock Construction Roads	1,249	SY	\$ 17.00	\$ 21,233.00	\$ 2,123.30	\$ -	\$ -	\$ 2,123.30	10.00%	\$ 19,109.70	\$ 212.33
	Temp Road											
1	Import Fill	3,734	CY	\$ 23.25	\$ 86,815.50	\$ 19,099.41	\$ -	\$ -	\$ 19,099.41	22.00%	\$ 67,716.09	\$ 1,909.94
2	Stabilized Subgrade	2,410	SY	\$ 3.00	\$ 7,230.00	\$ 7,230.00	\$ -	\$ -	\$ 7,230.00	100.00%	\$ -	\$ 723.00
3	6" Limerock	2,295	SY	\$ 17.75	\$ 40,736.25	\$ 40,736.25	\$ -	\$ -	\$ 40,736.25	100.00%	\$ -	\$ 4,073.63
4	Prime	2,295	SY	\$ 0.75	\$ 1,721.25	\$ 1,721.25	\$ -	\$ -	\$ 1,721.25	100.00%	\$ -	\$ 172.13
5	Asphalt SP 9.5 - 1st Lift	2,183	SY	\$ 8.00	\$ 17,464.00	\$ 17,464.00	\$ -	\$ -	\$ 17,464.00	100.00%	\$ -	\$ 1,746.40
6	Tack	2,183	SY	\$ 0.75	\$ 1,637.25	\$ 1,637.25	\$ -	\$ -	\$ 1,637.25	100.00%	\$ -	\$ 163.73
7	Asphalt SP 9.5 - 2nd Lift	2,183	SY	\$ 8.25	\$ 18,009.75	\$ 18,009.75	\$ -	\$ -	\$ 18,009.75	100.00%	\$ -	\$ 1,800.98
8	Pavement Markings and Signage	1	LS	\$ 7,300.00	\$ 7,300.00	\$ 7,300.00	\$ -	\$ -	\$ 7,300.00	100.00%	\$ -	\$ 730.00
9	Sod Road Shoulders and Signage	29,800	SF	\$ 0.43	\$ 12,814.00	\$ 12,814.00	\$ -	\$ -	\$ 12,814.00	100.00%	\$ -	\$ 1,281.40
	Temp Road Removal											
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	2,183	SY	\$ 2.50	\$ 5,457.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,457.50	\$ -
3	Regrade for Sod	2,644	SY	\$ 4.50	\$ 11,898.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,898.00	\$ -
	Coconut Road											
1	Mill and Overlay Coconut Rd 1" ROM	3,000	SY	\$ 22.00	\$ 66,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 66,000.00	\$ -
2	Concrete Sidewalks ROW Coconut	7,734	SF	\$ 7.25	\$ 56,071.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 56,071.50	\$ -
3	Concrete Apron at Lift Station	800	SF	\$ 11.60	\$ 9,280.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,280.00	\$ -
4	Curb and Drive Demo	1	LS	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,800.00	\$ -
5	ROW F Curb	126	LF	\$ 24.00	\$ 3,024.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,024.00	\$ -

[illegible]

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24002 (Spine Road)
Pay Application 7

date reviewed 3/13/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 7	Percent CDD Fundable	Amount CDD Fundable Pay App 7	Balance Developer Pay App 7	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
EARTHWORK SPINE ROAD										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill and Final Grade	\$ 245,287.50	\$ 114,000.00	100%	\$ 114,000.00	\$ -	\$ 11,400.00	\$ -	\$ 102,600.00	\$ -
3	MOT	\$ 9,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Lake Bank Fill (at roundabout on Spine Road)	\$ 69,471.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Stabilized Subgrade	\$ 35,106.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	8" Limerock (Roundabout)	\$ 3,557.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	8" Limerock	\$ 171,517.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Prime	\$ 8,910.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Asphalt SP 12.5 1 1/4" - First Lift	\$ 82,797.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Tack	\$ 7,527.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Asphalt SP 12.5 1" - Second Lift	\$ 75,270.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	A Curb	\$ 35,113.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	2' Ribbon Curb at Roundabout	\$ 7,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	F Curb	\$ 128,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	3' Valley Gutter Curb	\$ 14,996.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	RA Curb	\$ 12,052.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Pavement Markings & Signage x2 (1 Thermo)	\$ 86,780.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	ADA Ramps	\$ 14,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Concrete Sidewalk, 6"	\$ 166,460.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Concrete Median	\$ 3,600.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	\$ 19,360.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Rock Construction Roads	\$ 21,333.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL EARTHWORK SPINE ROAD		\$ 1,223,410.00	\$ 114,000.00		\$ 114,000.00	\$ -	\$ 11,400.00	\$ -	\$ 102,600.00	\$ -
TEMP ROAD										
1	Import Fill	\$ 86,815.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Stabilized Subgrade	\$ 7,230.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	6" Limerock	\$ 40,736.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Prime	\$ 1,721.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Asphalt SP 9.5 - First Lift	\$ 17,464.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Tack	\$ 1,637.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Asphalt SP 9.5 - Second Lift	\$ 18,009.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Pavement Markings & Signage	\$ 7,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Sod Road Shoulders & Signage	\$ 12,814.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD		\$ 193,728.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TEMP ROAD REMOVAL										
1	Mobilization	\$ 4,500.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	\$ 5,457.50		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Regrade for Sod	\$ 11,898.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD REMOVAL		\$ 21,855.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COCONUT ROAD										
1	Mill and Overlay Coconut Rd 1" ROM	\$ 66,000.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Concrete Sidewalks ROW Coconut Rd	\$ 56,071.50		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Concrete Apron at Lift Station	\$ 9,280.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Curb and Driveway Demolition	\$ 3,800.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ROW F Curb	\$ 3,024.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL COCONUT ROAD		\$ 138,175.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEARING, FILL AND DEMUCK										
1	Preserve Clear	\$ 109,200.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill Lake	\$ 456,583.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Demuck Lake	\$ 17,886.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CLEARING, FILL AND DEMUCK		\$ 583,669.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT TOTAL		\$ 2,160,838.50	\$ 114,000.00		\$ 114,000.00	\$ -	\$ 11,400.00	\$ -	\$ 102,600.00	\$ -

Total Amount Due (this invoice)	\$ 102,600.00
Amount CDD Payable (this invoice)	\$ 102,600.00
Balance Owed by Developer (this invoice)	\$ -

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT

**[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – RITZ RESIDENCES ESTERO BAY – SPINE ROAD]
[PAY APPLICATIONS #4 – 7]**

Payment Application ("Pay Application"):	Total Pay Application Amount:	CDD Eligible Amount:
#4	\$4,323.21	\$4,323.21
#5	\$28,048.36	\$28,048.36
#6	\$50,593.77	\$50,593.77
#7	\$102,600.00	\$102,600.00
TOTAL:	\$185,565.34	\$185,565.34
Developer: LB Raptor Investments, LLC ("Developer")		Contractor: South Florida Excavation, Inc. ("Contractor")
Site CDD Work Contract: <i>Contractor Agreement</i>, dated _____ ("Contract")		Engineer's Report: <i>Engineer's Report</i>, dated September 8, 2023, Amended and Restated March 19, 2024, as revised March 28, 2024 (together, "Engineer's Report")

THIS BILL OF SALE is made to be effective as of the 23 day of January, 2025, by and between **LB Raptor Investments, LLC**, a Florida limited liability company ("**Grantor**"), whose address is 2210 Vanderbilt Beach Road, Suite 1300, Naples, FL 34109 and **Saltleaf Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT

[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – RITZ RESIDENCES ESTERO BAY – SPINE ROAD]

[PAY APPLICATIONS #3]

SIGNATURE PAGE

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

LB RAPTOR INVESTMENTS, LLC

Name: _____

Title: _____

Date: _____


Stephen W. Korp
Authorized Rep
1/23/25

Exhibit A: Payment Application, with District Items Identified & Contractor Partial Release

Raptor Spine Road -
100%
Reimbursed

TO:	LB Raptor Bay Investments, LLC, 2210 Vanderbilt Beach Road, Suite 1300 Naples, FL 34109	APPLICATION No:	4	PERIOD TO:	September 30, 2024
		SFE Job No.	24002	JOB NAME: SFE Job Name:	Ritz Residences Estero Bay Spine Road RP0007CDD Cost Code: 81-102
FROM:	South Florida Excavation, Inc. 1455 Railroad Blvd., Suite #3 Naples, FL 34110	COST CODE:		DATE:	September 25, 2024

CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner			
	TOTAL		
Approved this Month			
Number			
		\$	-
		\$	-
		\$	-
Net change by Change Orders		\$	-

CONTRACT FOR: Earthwork	
Application is made for Payment, as shown below in connection with the Contract.	
Continuation Sheet, AIA Document G703, is attached.	
1. ORIGINAL CONTRACT SUM.....	\$ 2,160,838.50
2. Net change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (1+2).....	\$ 2,160,838.50
4. TOTAL COMPLETED TO DATE.....	\$ 616,843.61
5. TOTAL STORED TO DATE.....	\$ -
5A. TOTAL COMPLETED + STORED TO DATE.....	\$ 616,843.61
6. RETAINAGE:	
Stored Material a.....	\$ -
Work Completed b.....	\$ 61,684.36
Total Retainage (Line 6a + 6b).....	\$ 61,684.36
7. TOTAL EARNED LESS RETAINAGE.....	\$ 555,159.25
(Line 4 + Line 5 - Line 6 Total)	
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate).....	\$ 550,836.04
9. CURRENT PAYMENT DUE.....	\$ 4,323.21
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 1,605,679.25
(Line 3 less Line 7)	

State : Florida
Subscribed and sworn to before me this 30th day of Sept, 2024 Collier County

Notary Public James E. Hovest
(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER



OK-verified by PM

SCHEDULE OF VALUES

S. FL Excavation
1455 Railhead Blvd., Suite 3
Naples, FL 34110
239-596-8111

Ritz Residences Estero Bay Spine Road

Application #: 4
Application date: 25-Sep-24
Invoice period: 30-Sep-24

Item No.	Description of work	Qty	Unit	Unit Cost	Contract Amount	Work Completed		Materials presently stored (not D or E)	Total completed & stored to date (F+G+H)	%	Balance to finish (E - I)	Retainage
						Previous Period	This period					
Earthwork												
Spine Road												
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Import Fill and Final Grade	10,550	CY	\$ 23.25	\$ 245,287.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 245,287.50	\$ -
3	MOT	1	LS	\$ 9,300.00	\$ 9,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,300.00	\$ -
4	Lake Bank Fill (at Roundabout on Spine Rd)	2,988	CY	\$ 23.25	\$ 69,471.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 69,471.00	\$ -
5	Stabilized Subgrade	11,702	SY	\$ 3.00	\$ 35,106.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,106.00	\$ -
6	8" Limerock Roundabout	190	SY	\$ 19.25	\$ 3,657.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,657.50	\$ -
7	8" Limerock Roundabout	8,910	SY	\$ 19.25	\$ 171,517.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 171,517.50	\$ -
8	Prime	8,910	SY	\$ 1.00	\$ 8,910.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,910.00	\$ -
9	Asphalt SP 12.5 1 1/4" - 1st Lift	7,527	SY	\$ 11.00	\$ 82,797.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 82,797.00	\$ -
10	Tack	7,527	SY	\$ 1.00	\$ 7,527.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,527.00	\$ -
11	Asphalt SP 12.5 1" - 2nd Lift	7,527	SY	\$ 10.00	\$ 75,270.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 75,270.00	\$ -
12	A Curb	1,377	LF	\$ 25.50	\$ 35,113.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,113.50	\$ -
13	2" Ribbon Curb at Roundabout	160	LF	\$ 48.00	\$ 7,680.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,680.00	\$ -
14	F Curb	4,942	LF	\$ 26.00	\$ 128,492.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 128,492.00	\$ -
15	3' Valley Curb	326	LF	\$ 46.00	\$ 14,996.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,996.00	\$ -
16	RA Curb	524	LF	\$ 23.00	\$ 12,052.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,052.00	\$ -
17	Pavement Markins & Signage X2 (1 thermo)	1	LS	\$ 86,780.00	\$ 86,780.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 86,780.00	\$ -
18	ADA Ramps	22	EA	\$ 650.00	\$ 14,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,300.00	\$ -
19	Concrete Sidewalk, 6"	23,780	SF	\$ 7.00	\$ 166,460.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 166,460.00	\$ -
20	Concrete Median	300	SF	\$ 12.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,600.00	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	880	SY	\$ 22.00	\$ 19,360.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 19,360.00	\$ -
22	Rock Construction Roads	1,249	SY	\$ 17.00	\$ 21,233.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 21,233.00	\$ -
Temp Road												
1	Import Fill	3,734	CY	\$ 23.25	\$ 86,815.50	\$ 10,099.41	\$ -	\$ -	\$ 19,099.41	22.00%	\$ 67,716.09	\$ 1,909.94
2	Stabilized Subgrade	2,410	SY	\$ 3.00	\$ 7,230.00	\$ 3,422.50	\$ 1,807.50	\$ -	\$ 7,230.00	100.00%	\$ -	\$ 723.00
3	6" Limerock	2,295	SY	\$ 17.75	\$ 40,736.25	\$ 30,552.19	\$ 2,036.81	\$ -	\$ 32,589.00	80.00%	\$ 8,147.25	\$ 3,258.90
4	Prime	2,295	SY	\$ 0.75	\$ 1,721.25	\$ 1,290.94	\$ 86.06	\$ -	\$ 1,377.00	80.00%	\$ 344.25	\$ 137.70
5	Asphalt SP 9.5 - 1st Lift	2,183	SY	\$ 8.00	\$ 17,464.00	\$ 13,098.00	\$ 873.20	\$ -	\$ 13,971.20	80.00%	\$ 3,492.80	\$ 1,392.12
6	Tack	2,183	SY	\$ 0.75	\$ 1,637.25	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,637.25	\$ -
7	Asphalt SP 9.5 - 2nd Lift	2,183	SY	\$ 8.25	\$ 18,009.75	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 18,009.75	\$ -
8	Pavement Markings and Signage	1	LS	\$ 7,300.00	\$ 7,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,300.00	\$ -
9	Sod Road Shoulders and Signage	29,800	SF	\$ 0.43	\$ 12,814.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,814.00	\$ -
Temp Road Removal												
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	2,183	SY	\$ 2.50	\$ 5,457.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,457.50	\$ -
3	Regrade for Sod	2,644	SY	\$ 4.50	\$ 11,898.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,898.00	\$ -
Coconut Road												
1	Mill and Overlay Coconut Rd 1" ROM	3,000	SY	\$ 22.00	\$ 66,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 66,000.00	\$ -
2	Concrete Sidewalks ROW Coconut	7,734	SF	\$ 7.25	\$ 56,071.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 56,071.50	\$ -
3	Concrete Apron at Lift Station	800	SF	\$ 11.60	\$ 9,280.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,280.00	\$ -
4	Curb and Drive Demo	1	LS	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,800.00	\$ -
5	ROW F Curb	126	LF	\$ 24.00	\$ 3,024.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,024.00	\$ -

[illegible]

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24002 (Spine Road)
Pay Application 4

date reviewed 1/13/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 4	Percent CDD Fundable	Amount CDD Fundable Pay App 4	Balance Developer Pay App 4	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
EARTHWORK SPINE ROAD										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill and Final Grade	\$ 245,287.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	MOT	\$ 9,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Lake Bank Fill (at roundabout on Spine Road)	\$ 69,471.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Stabilized Subgrade	\$ 35,106.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	8" Limerock (Roundabout)	\$ 3,557.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	8" Limerock	\$ 171,617.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Prime	\$ 8,910.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Asphalt SP 12.5 1 1/4" - First Lift	\$ 82,797.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Tack	\$ 7,527.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Asphalt SP 12.5 1" - Second Lift	\$ 75,270.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	A Curb	\$ 35,113.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	2" Ribbon Curb at Roundabout	\$ 7,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	F Curb	\$ 128,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	3" Valley Gutter Curb	\$ 14,995.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	RA Curb	\$ 12,052.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Pavement Markings & Signage xx (1 Thermo)	\$ 86,780.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	ADA Ramps	\$ 14,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Concrete Sidewalk, 6"	\$ 166,460.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Concrete Median	\$ 3,600.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	\$ 19,360.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Rock Construction Roads	\$ 21,233.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL EARTHWORK SPINE ROAD		\$ 1,223,410.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TEMP ROAD										
1	Import Fill	\$ 86,815.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Stabilized Subgrade	\$ 7,230.00	\$ 1,807.50	100%	\$ 1,807.50	\$ -	\$ 180.75	\$ -	\$ 1,626.75	\$ -
3	6" Limerock	\$ 40,735.25	\$ 2,036.81	100%	\$ 2,036.81	\$ -	\$ 203.68	\$ -	\$ 1,833.13	\$ -
4	Prime	\$ 1,721.25	\$ 86.06	100%	\$ 86.06	\$ -	\$ 8.61	\$ -	\$ 77.45	\$ -
5	Asphalt SP 9.5 - First Lift	\$ 17,464.00	\$ 873.20	100%	\$ 873.20	\$ -	\$ 87.32	\$ -	\$ 785.88	\$ -
6	Tack	\$ 1,637.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Asphalt SP 9.5 - Second Lift	\$ 18,009.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Pavement Markings & Signage	\$ 7,309.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Sod Road Shoulders & Signage	\$ 12,814.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD		\$ 193,728.00	\$ 4,803.57		\$ 4,803.57	\$ -	\$ 480.36	\$ -	\$ 4,323.21	\$ -
TEMP ROAD REMOVAL										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	\$ 5,457.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Regrade for Sod	\$ 11,898.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD REMOVAL		\$ 21,855.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COCONUT ROAD										
1	Mill and Overlay Coconut Rd 1" ROM	\$ 66,000.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Concrete Sidewalks ROW Coconut Rd	\$ 36,071.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Concrete Apron at Lift Station	\$ 9,280.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Curb and Driveway Demolition	\$ 3,800.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ROW F Curb	\$ 3,024.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL COCONUT ROAD		\$ 138,175.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEARING, FILL AND DEMUCK										
1	Preserve Clear	\$ 109,200.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill Lake	\$ 456,583.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Demuck Lake	\$ 17,886.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CLEARING, FILL AND DEMUCK		\$ 583,669.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT TOTAL		\$ 2,160,838.50	\$ 4,803.57		\$ 4,803.57	\$ -	\$ 480.36	\$ -	\$ 4,323.21	\$ -

Total Amount Due (this invoice)	\$ 4,323.21
Amount CDD Payable (this invoice)	\$ 4,323.21
Balance Owed by Developer (this invoice)	\$ -

Raptor Spine Road -
100%
Reimbursed

SCHEDULE OF VALUES

SUBCONTRACTOR/VENDOR APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LB Raptor Bay Investments, LLC.
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

APPLICATION No: 5 PERIOD TO: October 31, 2024

SFE Job No. 24002 JOB NAME: Ritz Residences Estero Bay
SFE Job Name: Spine Road RP0007CDD
Cost Code: 81-102

FROM: South Florida Excavation, Inc.
1455 Railroad Blvd., Suite #3
Naples, FL 34110

COST CODE: DATE: October 25, 2024

CONTRACT FOR: Earthwork

Application is made for Payment, as shown below in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in
previous months by Owner

DEDUCTIONS

1. ORIGINAL CONTRACT SUM.....	\$ 2,160,838.50
2. Net change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (1+2).....	\$ 2,160,838.50
4. TOTAL COMPLETED TO DATE.....	\$ 648,008.46
5. TOTAL STORED TO DATE.....	\$ -
5A. TOTAL COMPLETED + STORED TO DATE.....	\$ 648,008.46

Approved this Month

Number

TOTAL

6. RETAINAGE:

Stored Material a. \$
Work Completed b. \$ 64,800.85

Total Retainage (Line 3a + 6b) \$ 64,800.85

7. TOTAL EARNED LESS RETAINAGE..... \$ 583,207.61

(Line 4 + Line 5 - Line 6 Total)

8. LESS PREVIOUS CERTIFICATES FOR..... \$ 555,159.25

PAYMENT (Line 7 from prior Certificate).....

9. CURRENT PAYMENT DUE..... \$ 28,048.36

10. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 1,577,630.89

(Line 3 less Line 7)

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: K. Robinson Date 10/25/24 State: Florida

Subscribed and sworn to before me this 25th day of Oct., 2024 Collier County

Notary Public

(Notary expiration date and certified address from the report applied for.)

PROJECT MANAGER

APPROVED FOR PAYMENT:

SUPERINTENDENT:

BY:

Rick VanDyke

OK - verified by PM

SCHEDULE OF VALUES

S. FL Excavation
1455 Railroad Blvd., Suite 3
Naples, FL 34110
239-596-8111

Ritz Residences Estero Bay Spine Road

Application #: 5
Application date: 25-Oct-24
Invoice period: 31-Oct-24

A Item No.	B Description of work	C Qty	D Unit	E Unit Cost	F Contract Amount	G Work Completed Previous Period	H This period	I Materials presently stored (not D or E)	J Total completed & stored to date (F+G+H)	K %	L Balance to finish (E - I)	M Retainage
Earthwork Spine Road												
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Import Fill and Final Grade	10,530	CY	\$ 23.25	\$ 245,287.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 245,287.50	\$ -
3	MOT	1	LS	\$ 9,300.00	\$ 9,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,300.00	\$ -
4	Lake Bank Fill at Roundabout on Spine Rd	2,988	CY	\$ 23.25	\$ 69,471.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 69,471.00	\$ -
5	Stabilized Subgrade	11,702	SY	\$ 3.00	\$ 35,106.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,106.00	\$ -
6	8" Limerock Roundabout	190	SY	\$ 19.25	\$ 3,657.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,657.50	\$ -
7	8" Limerock Roundabout	8,910	SY	\$ 19.25	\$ 171,517.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 171,517.50	\$ -
8	Prime	8,910	SY	\$ 1.00	\$ 8,910.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,910.00	\$ -
9	Asphalt SP 12.5 1 1/4" - 1st Lift	7,527	SY	\$ 11.00	\$ 82,797.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 82,797.00	\$ -
10	Tack	7,527	SY	\$ 1.00	\$ 7,527.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,527.00	\$ -
11	Asphalt SP 12.5 1" - 2nd Lift	7,527	SY	\$ 10.00	\$ 75,270.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 75,270.00	\$ -
12	A Curb	1,377	LF	\$ 25.50	\$ 35,113.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,113.50	\$ -
13	2 Ribbon Curb at Roundabout	160	LF	\$ 48.00	\$ 7,680.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,680.00	\$ -
14	F Curb	4,942	LF	\$ 26.00	\$ 128,492.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 128,492.00	\$ -
15	3' Valley Curb	326	LF	\$ 46.00	\$ 14,996.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,996.00	\$ -
16	RA Curb	524	LF	\$ 23.00	\$ 12,052.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,052.00	\$ -
17	Pavement Markings & Signage X2:1 thermo	1	LS	\$ 85,780.00	\$ 85,780.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 85,780.00	\$ -
18	ADA Ramus	22	EA	\$ 650.00	\$ 14,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,300.00	\$ -
19	Concrete Sidewalk, 6"	23,789	SP	\$ 7.00	\$ 166,460.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 166,460.00	\$ -
20	Concrete Median	300	SP	\$ 12.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,600.00	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	890	SY	\$ 22.00	\$ 19,360.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 19,360.00	\$ -
22	Rock Construction Roads	1,249	SY	\$ 17.00	\$ 21,233.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 21,233.00	\$ -
Terwy Road												
1	Import Fill	3,734	CY	\$ 23.25	\$ 86,815.50	\$ 19,095.41	\$ -	\$ -	\$ 19,095.41	22.00%	\$ 67,716.09	\$ 1,909.94
2	Stabilized Subgrade	2,410	SY	\$ 3.00	\$ 7,230.00	\$ 7,230.00	\$ -	\$ -	\$ 7,230.00	100.00%	\$ -	\$ 723.00
3	6" Limerock	2,295	SY	\$ 17.75	\$ 40,736.25	\$ 32,589.00	\$ 8,147.25	\$ -	\$ 40,736.25	100.00%	\$ -	\$ 4,073.63
4	Prime	2,295	SY	\$ 0.75	\$ 1,721.25	\$ 1,377.00	\$ -	\$ -	\$ 1,377.00	80.00%	\$ 344.25	\$ 137.70
5	Asphalt SP 9.5 - 1st Lift	2,183	SY	\$ 8.00	\$ 17,464.00	\$ 13,971.20	\$ -	\$ -	\$ 13,971.20	80.00%	\$ 3,492.80	\$ 1,397.12
6	Tack	2,183	SY	\$ 0.75	\$ 1,637.25	\$ -	\$ 1,309.80	\$ -	\$ 1,309.80	80.00%	\$ 327.45	\$ 130.98
7	Asphalt SP 9.5 - 2nd Lift	2,183	SY	\$ 8.25	\$ 18,029.25	\$ -	\$ 14,407.80	\$ -	\$ 14,407.80	80.00%	\$ 3,601.95	\$ 1,440.78
8	Pavement Markings and Signage	1	LS	\$ 7,300.00	\$ 7,300.00	\$ -	\$ 7,300.00	\$ -	\$ 7,300.00	100.00%	\$ -	\$ 730.00
9	Sod Road Shoulders and Signage	29,800	SP	\$ 0.43	\$ 12,814.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,814.00	\$ -
Terwy Road Removal												
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	2,183	SY	\$ 2.50	\$ 5,457.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,457.50	\$ -
3	Regrade for Sod	2,544	SY	\$ 4.50	\$ 11,898.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,898.00	\$ -
Coconut Road												
1	Mill and Overlay Coconut Rd 1" ROM	3,000	SY	\$ 22.00	\$ 66,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 66,000.00	\$ -
2	Concrete Sidewalks ROW Coconut	7,734	SP	\$ 7.25	\$ 56,071.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 56,071.50	\$ -
3	Concrete Apron at Lift Station	800	SP	\$ 11.60	\$ 9,280.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,280.00	\$ -
4	Curb and Drive Demo	1	LS	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,800.00	\$ -
5	ROW F Curb	126	LF	\$ 24.00	\$ 3,024.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,024.00	\$ -

[illegible]

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24002 (Spine Road)
Pay Application 5

date reviewed 1/13/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 5	Percent CDD Fundable	Amount CDD Fundable Pay App 5	Balance Developer Pay App 5	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
EARTHWORK SPINE ROAD										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill and Final Grade	\$ 245,287.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	MOT	\$ 9,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Lake Blank Fill (at roundabout on Spine Road)	\$ 69,471.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Stabilized Subgrade	\$ 35,106.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	8" Limerock (Roundabout)	\$ 3,657.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	8" Limerock	\$ 171,517.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Prime	\$ 8,910.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Asphalt SP 12.5 1 1/4" - First Lift	\$ 82,797.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Tack	\$ 7,527.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Asphalt SP 12.5 1" - Second Lift	\$ 75,270.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	A Curb	\$ 35,113.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	2' Ribbon Curb at Roundabout	\$ 7,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	F Curb	\$ 128,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	3' Valley Gutter Curb	\$ 14,995.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	RA Curb	\$ 12,052.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Pavement Markings & Signage x2 (1 Thermo)	\$ 86,780.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	ADA Ramps	\$ 14,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Concrete Sidewalk, 6"	\$ 166,460.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Concrete Median	\$ 3,600.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	\$ 19,360.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Rock Construction Roads	\$ 21,233.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL EARTHWORK SPINE ROAD		\$ 1,223,410.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TEMP ROAD										
1	Import Fill	\$ 86,815.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Stabilized Subgrade	\$ 7,230.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	6" Limerock	\$ 40,736.25	\$ 8,147.25	100%	\$ 8,147.25	\$ -	\$ 814.73	\$ -	\$ 7,332.53	\$ -
4	Prime	\$ 1,721.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Asphalt SP 9.5 - First Lift	\$ 17,464.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Tack	\$ 1,637.25	\$ 1,309.80	100%	\$ 1,309.80	\$ -	\$ 130.98	\$ -	\$ 1,178.82	\$ -
7	Asphalt SP 9.5 - Second Lift	\$ 18,009.75	\$ 14,407.80	100%	\$ 14,407.80	\$ -	\$ 1,440.78	\$ -	\$ 12,967.02	\$ -
8	Pavement Markings & Signage	\$ 7,300.00	\$ 7,300.00	100%	\$ 7,300.00	\$ -	\$ 730.00	\$ -	\$ 6,570.00	\$ -
9	Sod Road Shoulders & Signage	\$ 12,814.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD		\$ 193,728.00	\$ 31,164.85		\$ 31,164.85	\$ -	\$ 3,116.49	\$ -	\$ 28,048.37	\$ -
TEMP ROAD REMOVAL										
1	Mobilization	\$ 4,500.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	\$ 5,457.50		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Regrade for Sod	\$ 11,898.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD REMOVAL		\$ 21,855.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COCONUT ROAD										
1	Mill and Overlay Coconut Rd 1" ROM	\$ 66,000.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Concrete Sidewalks ROW Coconut Rd	\$ 56,071.50		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Concrete Apron at Lift Station	\$ 9,280.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Curb and Driveway Demolition	\$ 3,800.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ROW F Curb	\$ 3,024.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL COCONUT ROAD		\$ 138,175.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEARING, FILL AND DEMUCK										
1	Preserve Clear	\$ 109,200.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill Lake	\$ 456,583.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Demuck Lake	\$ 17,886.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CLEARING, FILL AND DEMUCK		\$ 583,669.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT TOTAL		\$ 2,160,838.50	\$ 31,164.85		\$ 31,164.85	\$ -	\$ 3,116.49	\$ -	\$ 28,048.36	\$ -

Total Amount Due (this invoice)	\$ 28,048.36
Amount CDD Payable (this invoice)	\$ 28,048.36
Balance Owed by Developer (this invoice)	\$ -

Raptor Spine Road -
100%
Reimbursed

SCHEDULE OF VALUES

SUBCONTRACTOR/VENDOR APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LB Raptor Bay Investments, LLC.
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

APPLICATION No: 6 PERIOD TO: November 30, 2024

SFE Job No. 24002 JOB NAME: Ritz Residences Estero Bay
SFE Job Name: Spine Road RP0007CDD
Cost Code: 81-102

FROM: South Florida Excavation, Inc.
1455 Railhead Blvd., Suite #3
Naples, FL 34110

COST CODE: DATE: November 25, 2024

CONTRACT FOR: Earthwork

Application is made for Payment, as shown below in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in
previous months by Owner

DEDUCTIONS

Approved this Month

Number

TOTAL

Net change by Change Orders

1. ORIGINAL CONTRACT SUM	\$ 2,160,838.50
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (1+2)	\$ 2,160,838.50
4. TOTAL COMPLETED TO DATE	\$ 704,223.76
5. TOTAL STORED TO DATE	\$ -
5A. TOTAL COMPLETED + STORED TO DATE	\$ 704,223.76

6. RETAINAGE:

Stored Material a.	\$ -
Work Completed b.	\$ 70,422.38

Total Retainage (Line 6a + 6b) \$ 70,422.38

7. TOTAL EARNED LESS RETAINAGE \$ 633,801.38

(Line 4 + Line 5 - Line 6 Total)

8. LESS PREVIOUS CERTIFICATES FOR \$ 583,207.61

PAYMENT (Line 7 from prior Certificate)

9. CURRENT PAYMENT DUE \$ 50,593.77

10. BALANCE TO FINISH, PLUS RETAINAGE \$ 1,527,037.12

(Line 3 less Line 7)

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By:

Date 11/25/24

State: Florida Collier County
Subscribed and sworn to before me this 25th day of Nov., 2024

Notary Public
(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER

APPROVED FOR PAYMENT:

SUPERINTENDENT:

By:



OK-verified by
PM

SCHEDULE OF VALUES

S. FL Excavation
1455 Railhead Blvd., Suite 3
Naples, FL 34110
239-596-8111

Ritz Residences Estero Bay Spine Road

Application #: 6
Application date: 25-Nov-24
Invoice period: 30-Nov-24

Item No.	Description of work	Qty	Unit	Unit Cost	Contract Amount	Work Completed		Materials presently stored (not D or E)	Total completed & stored to date (H+G+I)	%	Balance to finish (E - I)	Retainage
						Previous Period	This period					
Earthwork												
Spine Road												
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Import Fill and Final Grade	10,550	CY	\$ 23.25	\$ 245,287.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 245,287.50	\$ -
3	MOT	1	LS	\$ 9,300.00	\$ 9,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,300.00	\$ -
4	Lake Bank Fill (at Roundabout on Spine Rd)	2,988	CY	\$ 23.25	\$ 69,471.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 69,471.00	\$ -
5	Stabilized Subgrade	11,703	SY	\$ 3.00	\$ 35,106.00	\$ -	\$ 3,510.60	\$ -	\$ 3,510.60	10.00%	\$ 31,595.40	\$ 351.06
6	8" Limerock Roundabout	190	SY	\$ 19.25	\$ 3,657.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,657.50	\$ -
7	8" Limerock Roundabout	8,910	SY	\$ 19.25	\$ 171,517.50	\$ -	\$ 17,151.75	\$ -	\$ 17,151.75	10.00%	\$ 154,365.75	\$ 1,715.18
8	Prime	8,910	SY	\$ 1.00	\$ 8,910.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,910.00	\$ -
9	Asphalt SP 12.5 1 1/4" - 1st Lift	7,527	SY	\$ 11.00	\$ 82,797.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 82,797.00	\$ -
10	Tack	7,527	SY	\$ 1.00	\$ 7,527.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,527.00	\$ -
11	Asphalt SP 12.5 1" - 2nd Lift	7,527	SY	\$ 10.00	\$ 75,270.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 75,270.00	\$ -
12	A Curb	1,377	LF	\$ 25.50	\$ 35,113.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,113.50	\$ -
13	2' Ribbon Curb at Roundabout	160	LF	\$ 48.00	\$ 7,680.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,680.00	\$ -
14	F Curb	4,942	LF	\$ 26.00	\$ 128,492.00	\$ -	\$ 12,849.20	\$ -	\$ 12,849.20	10.00%	\$ 115,642.80	\$ 1,284.92
15	3' Valley Curb	326	LF	\$ 46.00	\$ 14,996.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,996.00	\$ -
16	RA Curb	524	LF	\$ 23.00	\$ 12,052.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,052.00	\$ -
17	Pavement Markins & Signage X2 (1 thermo)	1	LS	\$ 86,780.00	\$ 86,780.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 86,780.00	\$ -
18	ADA Ramps	22	EA	\$ 659.00	\$ 14,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,300.00	\$ -
19	Concrete Sidewalk, 6"	23,780	SF	\$ 7.00	\$ 166,460.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 166,460.00	\$ -
20	Concrete Median	300	SF	\$ 12.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,600.00	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	880	SY	\$ 22.00	\$ 19,360.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 19,360.00	\$ -
22	Rock Construction Roads	1,349	SY	\$ 17.00	\$ 21,233.00	\$ -	\$ 2,123.30	\$ -	\$ 2,123.30	10.00%	\$ 19,109.70	\$ 212.33
Temp Road												
1	Import Fill	3,734	CY	\$ 23.25	\$ 86,815.50	\$ 19,099.41	\$ -	\$ -	\$ 19,099.41	22.00%	\$ 67,716.09	\$ 1,909.94
2	Stabilized Subgrade	2,410	SY	\$ 3.00	\$ 7,230.00	\$ 7,230.00	\$ -	\$ -	\$ 7,230.00	100.00%	\$ -	\$ 723.00
3	6" Limerock	2,295	SY	\$ 17.75	\$ 40,736.25	\$ 40,736.25	\$ -	\$ -	\$ 40,736.25	100.00%	\$ -	\$ 4,073.63
4	Prime	2,295	SY	\$ 0.75	\$ 1,721.25	\$ 1,377.00	\$ 344.25	\$ -	\$ 1,721.25	100.00%	\$ -	\$ 172.13
5	Asphalt SP 9.5 - 1st Lift	2,183	SY	\$ 8.00	\$ 17,464.00	\$ 13,971.20	\$ 3,492.80	\$ -	\$ 17,464.00	100.00%	\$ -	\$ 1,746.40
6	Tack	2,183	SY	\$ 0.75	\$ 1,637.25	\$ 1,309.80	\$ 327.45	\$ -	\$ 1,637.25	100.00%	\$ -	\$ 163.73
7	Asphalt SP 9.5 - 2nd Lift	2,183	SY	\$ 8.25	\$ 18,009.75	\$ 14,427.80	\$ 3,601.95	\$ -	\$ 18,009.75	100.00%	\$ -	\$ 1,800.98
8	Pavement Markings and Signage	1	LS	\$ 7,300.00	\$ 7,300.00	\$ 7,300.00	\$ -	\$ -	\$ 7,300.00	100.00%	\$ -	\$ 730.00
9	Sod Road Shoulders and Signage	29,800	SF	\$ 0.43	\$ 12,814.00	\$ -	\$ 12,814.00	\$ -	\$ 12,814.00	100.00%	\$ -	\$ 1,281.40
Temp Road Removal												
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	2,183	SY	\$ 2.50	\$ 5,457.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,457.50	\$ -
3	Regrade for Sod	2,644	SY	\$ 4.50	\$ 11,898.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,898.00	\$ -
Coconut Road												
1	Mill and Overlay Coconut Rd 1" ROM	3,009	SY	\$ 22.00	\$ 66,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 66,000.00	\$ -
2	Concrete Sidewalks ROW Coconut	7,734	SF	\$ 7.25	\$ 56,071.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 56,071.50	\$ -
3	Concrete Apron at Lift Station	800	SF	\$ 11.60	\$ 9,280.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,280.00	\$ -
4	Curb and Drive Demo	1	LS	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,800.00	\$ -
5	ROW F Curb	126	LF	\$ 24.00	\$ 3,024.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,024.00	\$ -

[illegible]

EXHIBIT A
Salt/caf CDD / Developer Cost Breakdown
South Florida Excavation Contract 24002 (Spine Road)
Pay Application 6

date reviewed 1/13/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 6	Percent CDD Fundable	Amount CDD Fundable Pay App 6	Balance Developer Pay App 6	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
EARTHWORK SPINE ROAD										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill and Final Grade	\$ 245,287.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	MOT	\$ 9,380.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Lake Bank Fill (at roundabout on Spine Road)	\$ 64,471.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Stabilized Subgrade	\$ 35,106.00	\$ 3,510.60	100%	\$ 3,510.60	\$ -	\$ 351.06	\$ -	\$ 3,159.54	\$ -
6	8" Limerock (Roundabout)	\$ 3,657.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	8" Limerock	\$ 171,517.50	\$ 17,151.75	100%	\$ 17,151.75	\$ -	\$ 1,715.18	\$ -	\$ 15,436.58	\$ -
8	Prime	\$ 8,910.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Asphalt SP 12.5 1 1/4" - First Lift	\$ 82,797.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Tack	\$ 7,527.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Asphalt SP 12.5 1" - Second Lift	\$ 76,270.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	A Curb	\$ 35,113.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	2' Ribbon Curb at Roundabout	\$ 7,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	F Curb	\$ 128,492.00	\$ 12,849.20	100%	\$ 12,849.20	\$ -	\$ 1,284.92	\$ -	\$ 11,564.28	\$ -
15	3' Valley Gutter Curb	\$ 14,996.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	RA Curb	\$ 12,052.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Pavement Markings & Signage x2 (1 Thermo)	\$ 86,780.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	ADA Ramps	\$ 14,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Concrete Sidewalk, 5"	\$ 166,460.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Concrete Median	\$ 3,600.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	\$ 19,360.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Rock Construction Roads	\$ 21,233.00	\$ 2,123.30	100%	\$ 2,123.30	\$ -	\$ 212.33	\$ -	\$ 1,910.97	\$ -
SUBTOTAL EARTHWORK SPINE ROAD		\$ 1,223,410.00	\$ 35,634.85		\$ 35,634.85	\$ -	\$ 3,563.49	\$ -	\$ 32,071.37	\$ -
TEMP ROAD										
1	Import Fill	\$ 86,815.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Stabilized Subgrade	\$ 7,230.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	6" Limerock	\$ 40,736.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Prime	\$ 1,721.25	\$ 344.25	100%	\$ 344.25	\$ -	\$ 34.43	\$ -	\$ 309.83	\$ -
5	Asphalt SP 9.5 - First Lift	\$ 17,464.00	\$ 3,492.80	100%	\$ 3,492.80	\$ -	\$ 349.28	\$ -	\$ 3,143.52	\$ -
6	Tack	\$ 1,637.25	\$ 327.45	100%	\$ 327.45	\$ -	\$ 32.75	\$ -	\$ 294.71	\$ -
7	Asphalt SP 9.5 - Second Lift	\$ 18,009.75	\$ 3,601.95	100%	\$ 3,601.95	\$ -	\$ 360.20	\$ -	\$ 3,241.76	\$ -
8	Pavement Markings & Signage	\$ 7,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Sod Road Shoulders & Signage	\$ 12,814.00	\$ 12,814.00	100%	\$ 12,814.00	\$ -	\$ 1,281.40	\$ -	\$ 11,532.60	\$ -
SUBTOTAL TEMP ROAD		\$ 193,728.00	\$ 20,580.45		\$ 20,580.45	\$ -	\$ 2,028.05	\$ -	\$ 18,552.41	\$ -
TEMP ROAD REMOVAL										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	\$ 4,457.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Regrade for Sod	\$ 11,898.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD REMOVAL		\$ 21,855.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COCONUT ROAD										
1	Mill and Overlay Coconut Rd 1" ROM	\$ 66,000.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Concrete Sidewalks ROW Coconut Rd	\$ 56,071.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Concrete Apron at Lift Station	\$ 9,280.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Curb and Driveway Demolition	\$ 3,800.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ROW F Curb	\$ 3,024.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL COCONUT ROAD		\$ 138,175.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEARING, FILL AND DEMUCK										
1	Preserve Clear	\$ 109,200.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill Lake	\$ 456,583.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Demuck Lake	\$ 17,886.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CLEARING, FILL AND DEMUCK		\$ 583,669.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT TOTAL		\$ 2,160,838.50	\$ 56,215.30		\$ 56,215.30	\$ -	\$ 5,621.53	\$ -	\$ 50,593.77	\$ -

Total Amount Due (this invoice)	\$ 50,593.77
Amount CDD Payable (this invoice)	\$ 50,593.77
Balance Owed by Developer (this invoice)	\$ -

**Raptor Spine Road -
100%
Reimbursed**

TO:	LB Raptor Bay Investments, LLC. 2210 Vanderbilt Beach Road, Suite 1300 Naples, FL 34109	APPLICATION No:	7-Revised	PERIOD TO:	December 31, 2024
		SFE Job No.	24002	JOB NAME: SFE Job Name:	Ritz Residences Estero Bay Spine Road RP0007CDD Cost Code: 81-102
FROM:	South Florida Excavation, Inc. 1455 Railroad Blvd., Suite #3 Naples, FL 34110	COST CODE:		DATE:	December 23, 2024

CHANGE ORDER SUMMARY		DEDUCTIONS
Change Orders approved in previous months by Owner		
TOTAL		
Approved this Month		
Number		
		\$
		\$
		\$
Net change by Change Orders		\$

CONTRACT FOR: Earthwork	
Application is made for Payment, in connection with the Contract.	
Continuation Sheet, AIA Document G703, is attached.	
1. ORIGINAL CONTRACT SUM.....	\$ 2,160,838.50
2. Net change by Change Order.....	\$ -
3. CONTRACT SUM TO DATE (1+2).....	\$ 2,160,838.50
4. TOTAL COMPLETED TO DATE.....	\$ 818,223.76
5. TOTAL STORED TO DATE.....	\$ -
5A. TOTAL COMPLETED + STORED TO DATE	\$ 818,223.76
6. RETAINAGE:	
Stored Material a.....	\$ -
Work Completed b.....	\$ 81,822.38
Total Retainage (Line 6a + 6b)	\$ 81,822.38
7. TOTAL EARNED LESS RETAINAGE.....	\$ 736,401.38
(Line 4 + Line 5 - Line 6 Total)	
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate).....	\$ 533,801.38
9. CURRENT PAYMENT DUE.....	\$ 102,600.00
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 1,424,437.12
(Line 3 less Line 7)	

State : Florida Collier County
Subscribed and sworn to before me this 3rd day of Jan 2024

Notary Public _____
(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER _____

By



Ok-verified by PM

SCHEDULE OF VALUES

S. FL Excavation
1455 Railroad Blvd., Suite 3
Naples, FL 34110
239-596-8111

Ritz Residences Estero Bay Spine Road

Application #: 7-Revised
Application date: 23-Dec-24
Invoice period: 31-Dec-24

A	B	C	D	E	F	G	H	I	J	K	L	
Item No.	Description of work	Qty	Unit	Unit Cost	Contract Amount	Work Completed Previous Period	This period	Materials presently stored (not D or E)	Total completed & stored to date (F+G+H)	%	Balance to finish (E - I)	Retainage
	Earthwork Spine Road											
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Import Fill and Final Grade	10,550	CY	\$ 23.25	\$ 245,287.50	\$ -	\$ 114,000.00	\$ -	\$ 114,000.00	46.48%	\$ 131,287.50	\$ 11,400.00
3	MOT	1	LS	\$ 9,300.00	\$ 9,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,300.00	\$ -
4	Lake Bank Fill (at Roundabout on Spine Rd)	2,988	CY	\$ 23.25	\$ 69,471.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 69,471.00	\$ -
5	Stabilized Subgrade	11,702	SY	\$ 3.00	\$ 35,106.00	\$ 3,510.60	\$ -	\$ -	\$ 3,510.60	10.00%	\$ 31,595.40	\$ 351.06
6	8" Limerock Roundabout	190	SY	\$ 19.25	\$ 3,657.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,657.50	\$ -
7	8" Limerock Roundabout	8,910	SY	\$ 19.25	\$ 171,517.50	\$ 17,151.75	\$ -	\$ -	\$ 17,151.75	10.00%	\$ 154,365.75	\$ 1,715.18
8	Prime	8,910	SY	\$ 1.00	\$ 8,910.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,910.00	\$ -
9	Asphalt SP 12.5 1 1/4" - 1st Lift	7,527	SY	\$ 11.00	\$ 82,797.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 82,797.00	\$ -
10	Tack	7,527	SY	\$ 1.00	\$ 7,527.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,527.00	\$ -
11	Asphalt SP 12.5 1" - 2nd Lift	7,527	SY	\$ 10.00	\$ 75,270.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 75,270.00	\$ -
12	A Curb	1,377	LF	\$ 25.50	\$ 35,113.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,113.50	\$ -
13	2" Ribbon Curb at Roundabout	160	LF	\$ 48.00	\$ 7,680.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,680.00	\$ -
14	F Curb	4,842	LF	\$ 26.00	\$ 128,492.00	\$ 12,849.20	\$ -	\$ -	\$ 12,849.20	10.00%	\$ 115,642.80	\$ 1,284.92
15	3" Valley Curb	326	LF	\$ 46.00	\$ 14,996.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,996.00	\$ -
16	RA Curb	524	LF	\$ 23.00	\$ 12,052.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,052.00	\$ -
17	Pavement Markins & Signage X2 (1 thermo)	1	LS	\$ 86,780.00	\$ 86,780.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 86,780.00	\$ -
18	ADA Ramps	22	EA	\$ 650.00	\$ 14,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,300.00	\$ -
19	Concrete Sidewalk, 6"	23,780	SF	\$ 7.00	\$ 166,460.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 166,460.00	\$ -
20	Concrete Median	300	SF	\$ 12.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,600.00	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	880	SY	\$ 22.00	\$ 19,360.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 19,360.00	\$ -
22	Rock Construction Roads	1,249	SY	\$ 17.00	\$ 21,233.00	\$ 2,123.30	\$ -	\$ -	\$ 2,123.30	10.00%	\$ 19,109.70	\$ 212.33
	Temp Road											
1	Import Fill	3,734	CY	\$ 23.25	\$ 86,815.50	\$ 19,099.41	\$ -	\$ -	\$ 19,099.41	22.00%	\$ 67,716.09	\$ 1,909.94
2	Stabilized Subgrade	2,410	SY	\$ 3.00	\$ 7,230.00	\$ 7,230.00	\$ -	\$ -	\$ 7,230.00	100.00%	\$ -	\$ 723.00
3	6" Limerock	2,295	SY	\$ 17.75	\$ 40,736.25	\$ 40,736.25	\$ -	\$ -	\$ 40,736.25	100.00%	\$ -	\$ 4,073.63
4	Prime	2,295	SY	\$ 0.75	\$ 1,721.25	\$ 1,721.25	\$ -	\$ -	\$ 1,721.25	100.00%	\$ -	\$ 172.13
5	Asphalt SP 9.5 - 1st Lift	2,183	SY	\$ 8.00	\$ 17,464.00	\$ 17,464.00	\$ -	\$ -	\$ 17,464.00	100.00%	\$ -	\$ 1,746.40
6	Tack	2,183	SY	\$ 0.75	\$ 1,637.25	\$ 1,637.25	\$ -	\$ -	\$ 1,637.25	100.00%	\$ -	\$ 163.73
7	Asphalt SP 9.5 - 2nd Lift	2,183	SY	\$ 8.25	\$ 18,009.75	\$ 18,009.75	\$ -	\$ -	\$ 18,009.75	100.00%	\$ -	\$ 1,800.98
8	Pavement Markings and Signage	1	LS	\$ 7,300.00	\$ 7,300.00	\$ 7,300.00	\$ -	\$ -	\$ 7,300.00	100.00%	\$ -	\$ 730.00
9	Sod Road Shoulders and Signage	29,800	SF	\$ 0.43	\$ 12,814.00	\$ 12,814.00	\$ -	\$ -	\$ 12,814.00	100.00%	\$ -	\$ 1,281.40
	Temp Road Removal											
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	2,183	SY	\$ 2.50	\$ 5,457.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,457.50	\$ -
3	Regrade for Sod	2,644	SY	\$ 4.50	\$ 11,898.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,898.00	\$ -
	Coconut Road											
1	Mill and Overlay Coconut Rd 1" ROM	3,000	SY	\$ 22.00	\$ 66,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 66,000.00	\$ -
2	Concrete Sidewalks ROW Coconut	7,734	SF	\$ 7.25	\$ 56,071.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 56,071.50	\$ -
3	Concrete Apron at Lift Station	800	SF	\$ 11.60	\$ 9,280.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,280.00	\$ -
4	Curb and Drive Demo	1	LS	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,800.00	\$ -
5	ROW F Curb	126	LF	\$ 24.00	\$ 3,024.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,024.00	\$ -

[illegible]

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24002 (Spine Road)
Pay Application 7

date reviewed 3/13/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 7	Percent CDD Fundable	Amount CDD Fundable Pay App 7	Balance Developer Pay App 7	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
EARTHWORK SPINE ROAD										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill and Final Grade	\$ 245,287.50	\$ 114,000.00	100%	\$ 114,000.00	\$ -	\$ 11,400.00	\$ -	\$ 102,600.00	\$ -
3	MOT	\$ 9,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Lake Bank Fill (at roundabout on Spine Road)	\$ 69,471.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Stabilized Subgrade	\$ 35,106.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	8" Limerock (Roundabout)	\$ 3,557.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	8" Limerock	\$ 171,517.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Prime	\$ 8,910.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Asphalt SP 12.5 1 1/4" - First Lift	\$ 82,797.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Tack	\$ 7,527.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Asphalt SP 12.5 1" - Second Lift	\$ 75,270.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	A Curb	\$ 35,113.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	2' Ribbon Curb at Roundabout	\$ 7,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	F Curb	\$ 128,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	3' Valley Gutter Curb	\$ 14,996.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	RA Curb	\$ 12,052.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Pavement Markings & Signage x2 (1 Thermo)	\$ 86,780.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	ADA Ramps	\$ 14,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Concrete Sidewalk, 6"	\$ 166,460.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Concrete Median	\$ 3,600.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	\$ 19,360.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Rock Construction Roads	\$ 21,333.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL EARTHWORK SPINE ROAD		\$ 1,223,410.00	\$ 114,000.00		\$ 114,000.00	\$ -	\$ 11,400.00	\$ -	\$ 102,600.00	\$ -
TEMP ROAD										
1	Import Fill	\$ 86,815.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Stabilized Subgrade	\$ 7,230.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	6" Limerock	\$ 40,736.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Prime	\$ 1,721.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Asphalt SP 9.5 - First Lift	\$ 17,464.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Tack	\$ 1,637.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Asphalt SP 9.5 - Second Lift	\$ 18,009.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Pavement Markings & Signage	\$ 7,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Sod Road Shoulders & Signage	\$ 12,814.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD		\$ 193,728.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TEMP ROAD REMOVAL										
1	Mobilization	\$ 4,500.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	\$ 5,457.50		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Regrade for Sod	\$ 11,898.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL TEMP ROAD REMOVAL		\$ 21,855.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COCONUT ROAD										
1	Mill and Overlay Coconut Rd 1" ROM	\$ 66,000.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Concrete Sidewalks ROW Coconut Rd	\$ 56,071.50		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Concrete Apron at Lift Station	\$ 9,280.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Curb and Driveway Demolition	\$ 3,800.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ROW F Curb	\$ 3,024.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL COCONUT ROAD		\$ 138,175.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEARING, FILL AND DEMUCK										
1	Preserve Clear	\$ 109,200.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill Lake	\$ 456,583.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Demuck Lake	\$ 17,886.00		100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CLEARING, FILL AND DEMUCK		\$ 583,669.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT TOTAL		\$ 2,160,838.50	\$ 114,000.00		\$ 114,000.00	\$ -	\$ 11,400.00	\$ -	\$ 102,600.00	\$ -

Total Amount Due (this invoice)	\$ 102,600.00
Amount CDD Payable (this invoice)	\$ 102,600.00
Balance Owed by Developer (this invoice)	\$ -

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

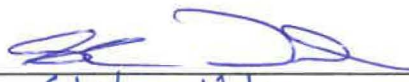
ITEMS BII

ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT
[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – BAYVIEW RESIDENCES]
[PAY APPLICATIONS #6]

Payment Application ("Pay Application"):	Total Pay Application Amount:	CDD Eligible Amount:
#6	\$3,258.33	\$3,258.33
Developer: LB Raptor Investments, LLC ("Developer")	Contractor: Jensen Underground Utilities, Inc. ("Contractor")	
Site CDD Work Contract: <i>Contractor Agreement</i> , dated _____ ("Contract")	Engineer's Report: <i>Engineer's Report</i> , dated September 8, 2023, Amended and Restated March 19, 2024, as revised March 28, 2024 (together, " <i>Engineer's Report</i> ")	

DEVELOPER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "**CDD Work**" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "**Project**" as defined in the Engineer's Report ("**CDD Improvements**"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated April 11, 2024.

LB RAPTOR INVESTMENTS, LLC


 Name: Stephen W. Lison
 Title: Authorized Rep
 Date: 1/23/25

[CONTINUED ON FOLLOWING PAGE]

DISTRICT ENGINEER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer’s Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

BARRACO AND ASSOCIATES INC.


Name: CARL A. BARRACO
Title: DISTRICT ENGINEER
Date: 2-5-25

Exhibit A: Payment Application, with District Items Identified & Contractor Partial Release

Spine Road/Coconut Road
- 100% Reimbursement

SUBCONTRACTOR SCHEDULE OF VALUES

TO: LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd, Suite 1300
Naples, FL

APPLICATION 6 PERIOD TO: 31-Oct-24

Bayview Residences RP0006CDD Job #: 24-16 JOB NAME: Bayview Residences RP0006CDD

FROM: Jensen Underground Utilities, Inc.
5585 Taylor Road
Naples, Florida 34109
239-597-0061

COST CODE: DATE: 18-Oct-24

CONTRACT FOR:

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number			
1			
	\$	21,125.23	
	\$	21,125.23	
Net change by Change Orders		\$ 21,125.23	

1. ORIGINAL CONTRACT SUM.....	\$ 729,851.62
2. Net change by Change Orders.....	\$ 21,125.23
3. CONTRACT SUM TO DATE (1+2).....	\$ 750,976.85
4. TOTAL COMPLETED TO DATE	\$ 369,106.32
5. TOTAL STORED TO DATE...	\$ -
5A. TOTAL COMPLETED + STORED TO DATE	\$ 369,106.32
6. RETAINAGE:	
Stored Material a	\$ -
Work Completed b	\$ 36,910.63
Total Retainage (Line 5a + 5b)	\$ 36,910.63
7. TOTAL EARNED LESS RETAINAGE	\$ 332,195.89
(Line 4 + Line 5 - Line 6 Total)	
8. LESS PREVIOUS CERTIFICATES FOR	\$ 328,937.36
PAYMENT (Line 7 from prior Certificate)	
9. CURRENT PAYMENT DUE	\$ 3,258.33
10. BALANCE TO FINISH, PLUS RETAINAGE	\$ 418,781.16
(Line 3 less Line 7)	

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR

By: [Signature] Date: 18-Oct-24

State: Florida Collier
Subscribed and sworn to before me this day of 2024
Notary Public [Signature]
(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER

APPROVED FOR PAYMENT:
SUPERINTENDENT

By: [Signature] Date:

Breakdown enclosed
at Exhibit "A"



JOB NO. 24-16

Page 2 of 2

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
Jensen Underground Contract 24-16 (Public Roadway)
Pay Application 6

Date reviewed: 1/2/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 6	Percent CDD Fundable	Amount CDD Fundable Pay App 6	Balance Developer Pay App 6	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
PHASE 1 MOT 1										
1	Drainage	\$ 186,260.73	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Irrigation	\$ 1,062.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL PHASE 1 MOT 1		\$ 187,323.23	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PHASE 1 MOT 2 - TEMPORARY ROAD										
3	Drainage	\$ 36,720.36	\$ 3,620.36	100%	\$ 3,620.36	\$ -	\$ 362.03	\$ -	\$ 3,258.33	\$ -
SUBTOTAL PHASE 1 MOT 2 - TEMPORARY ROAD		\$ 36,720.36	\$ 3,620.36		\$ 3,620.36	\$ -	\$ 362.03	\$ -	\$ 3,258.33	\$ -
PHASE 2										
4	Drainage	\$ 499,020.09	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Irrigation	\$ 6,787.94	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL PHASE 2		\$ 505,808.03	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CHANGE ORDERS										
CO1	Proposal #25B64 REV	\$ 21,125.23	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CHANGE ORDERS		\$ 21,125.23	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT TOTAL		\$ 750,976.85	\$ 3,620.36		\$ 3,620.36	\$ -	\$ 362.03	\$ -	\$ 3,258.33	\$ -

Total Amount Due (this invoice)	\$ 3,258.33
Amount CDD Payable (this invoice)	\$ 3,258.33
Balance Owed by Developer (this invoice)	\$ -

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT
[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – BAYVIEW RESIDENCES]
[PAY APPLICATION #6]

Payment Application ("Pay Application"):	Total Pay Application Amount:	CDD Eligible Amount:
#6	\$3,258.33	\$3,258.33
Developer: LB Raptor Investments, LLC ("Developer")	Contractor: Jensen Underground Utilities, Inc. ("Contractor")	
Site CDD Work Contract: <i>Contractor Agreement</i>, dated _____ ("Contract")	Engineer's Report: <i>Engineer's Report</i>, dated September 8, 2023, Amended and Restated March 19, 2024, as revised March 28, 2024 (together, "Engineer's <i>Report</i>")	

THIS BILL OF SALE is made to be effective as of the 23 day of January, 2025, by and between **LB Raptor Investments, LLC**, a Florida limited liability company ("**Grantor**"), whose address is 2210 Vanderbilt Beach Road, Suite 1300, Naples, FL 34109 and **Saltleaf Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

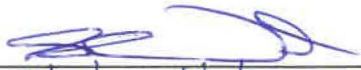
[CONTINUED ON FOLLOWING PAGE]

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT
[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – BAYVIEW RESIDENCES]
[PAY APPLICATION #6]
SIGNATURE PAGE

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

LB RAPTOR INVESTMENTS, LLC



Name: Stephen W. Tsou
Title: Authorized Rep
Date: 1/23/25

Exhibit A: Payment Application, with District Items Identified & Contractor Partial Release

Spine Road/Coconut Road
- 100% Reimbursement

SUBCONTRACTOR SCHEDULE OF VALUES

TO: LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd, Suite 1300
Naples, FL

APPLICATION 6 PERIOD TO: 31-Oct-24

Bayview Residences RP0006CDD Job #: 24-16 JOB NAME: Bayview Residences RP0006CDD

FROM: Jensen Underground Utilities, Inc.
5585 Taylor Road
Naples, Florida 34109
239-597-0061

COST CODE: DATE: 18-Oct-24

CONTRACT FOR:

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number			
1			
	\$	21,125.23	
	\$	21,125.23	
Net change by Change Orders		\$ 21,125.23	

1. ORIGINAL CONTRACT SUM.....	\$ 729,851.62
2. Net change by Change Orders.....	\$ 21,125.23
3. CONTRACT SUM TO DATE (1+2).....	\$ 750,976.85
4. TOTAL COMPLETED TO DATE	\$ 369,106.32
5. TOTAL STORED TO DATE...	\$ -
5A. TOTAL COMPLETED + STORED TO DATE	\$ 369,106.32
6. RETAINAGE:	
Stored Material a	\$ -
Work Completed b	\$ 36,910.63
Total Retainage (Line 5a + 5b)	\$ 36,910.63
7. TOTAL EARNED LESS RETAINAGE	\$ 332,195.89
(Line 4 + Line 5 - Line 6 Total)	
8. LESS PREVIOUS CERTIFICATES FOR	\$ 328,937.36
PAYMENT (Line 7 from prior Certificate)	
9. CURRENT PAYMENT DUE	\$ 3,258.33
10. BALANCE TO FINISH, PLUS RETAINAGE	\$ 418,781.16
(Line 3 less Line 7)	

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR

By: [Signature] Date: 18-Oct-24

State: Florida Collier
Subscribed and sworn to before me this day of 2024
Notary Public [Signature]
(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER

APPROVED FOR PAYMENT:
SUPERINTENDENT

By: [Signature] Date:

Breakdown enclosed
at Exhibit "A"



JOB NO. 24-16

Page 2 of 2

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
Jensen Underground Contract 24-16 (Public Roadway)
Pay Application 6

Date reviewed: 1/2/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 6	Percent CDD Fundable	Amount CDD Fundable Pay App 6	Balance Developer Pay App 6	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
PHASE 1 MOT 1										
1	Drainage	\$ 186,260.73	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Irrigation	\$ 1,062.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL PHASE 1 MOT 1		\$ 187,323.23	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PHASE 1 MOT 2 - TEMPORARY ROAD										
3	Drainage	\$ 36,720.36	\$ 3,620.36	100%	\$ 3,620.36	\$ -	\$ 362.03	\$ -	\$ 3,258.33	\$ -
SUBTOTAL PHASE 1 MOT 2 - TEMPORARY ROAD		\$ 36,720.36	\$ 3,620.36		\$ 3,620.36	\$ -	\$ 362.03	\$ -	\$ 3,258.33	\$ -
PHASE 2										
4	Drainage	\$ 499,020.09	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Irrigation	\$ 6,787.94	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL PHASE 2		\$ 505,808.03	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CHANGE ORDERS										
CO1	Proposal #25B64 REV	\$ 21,125.23	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CHANGE ORDERS		\$ 21,125.23	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACT TOTAL		\$ 750,976.85	\$ 3,620.36		\$ 3,620.36	\$ -	\$ 362.03	\$ -	\$ 3,258.33	\$ -

Total Amount Due (this invoice)	\$ 3,258.33
Amount CDD Payable (this invoice)	\$ 3,258.33
Balance Owed by Developer (this invoice)	\$ -

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS BIII

January 23, 2025

Saltleaf Community Development District
c/o District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Improvements (LB Raptor Investments)

Dear District Manager,

Pursuant to the *Acquisition Agreement*, dated April 11, 2024 ("**Acquisition Agreement**"), by and between the Saltleaf Community Development District ("**District**") and LB Raptor Investments, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer has provided easement rights in favor of the District for the Improvements as set forth in the *Community Declaration for Saltleaf on Estero Bay*, as recorded in Book ____, Page ____, of the Official Records of Lee County, Florida. The Developer agrees to provide perpetual easements or other equivalent or greater property rights for the ownership, construction, installation, acquisition, maintenance, operation, repair and replacement of the Improvements via a recorded plat and/or recorded condominium declaration as the land is further developed.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the County for turnover of the roadways (which comprise a portion of the Improvements) to the County.

[CONTINUED ON FOLLOWING PAGE]

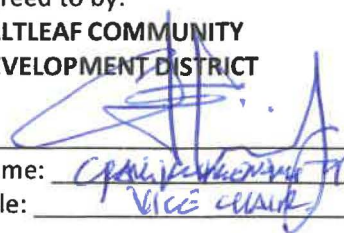
If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

**SALTLEAF COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____

Title: _____


Craig K. Thompson
Vice Chair

Sincerely,

LB RAPTOR INVESTMENTS, LLC

Name: _____

Title: _____


Stephen W. Lson
Authorized Rep

EXHIBIT A
Description of Improvements (LB Raptor Investments)

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Bentley Electric Co of Naples FL, Inc.	N/A	N/A	\$18,250.00	\$18,250.00	Remove (and install) 8 light poles for temporary roadway realignment - 100% CDD eligible - required for public access
Century Link Florida	1/31/2024	N/A	\$28,540.43	\$28,540.43	Relocation of existing fiber optics for public roadway - CDD eligible to extent required for spine road construction
Comcast	2/5/2024	JB0001684985	\$18,708.51	\$18,514.68	Relocation of existing cable for public roadway - CDD eligible to extent required for spine road construction - sales tax excluded from eligibility
Florida Power & Light	9/9/2024	1800478659	\$335,967.23	\$335,967.23	Eligible to the extent the work performed is for underground power differential and required relocation for spine road construction
		TOTALS:	\$401,466.17	\$401,272.34	

Location of Improvements



CORPORATE DECLARATION REGARDING COSTS PAID
[IMPROVEMENTS (LB RAPTOR INVESTMENTS)]

LB RAPTOR INVESTMENTS, LLC, a Florida limited liability company ("**Developer**"), does hereby certify to the Saltleaf Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Amended & Restated Engineer's Report*, dated March 19, 2024 (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 23rd day of January, 2025.

LB RAPTOR INVESTMENTS, LLC


Name: Stephen Wilson
Title: Authorized Rep

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 23rd day of January, 2025, by Stephen Wilson as Authorized Rep of LB Raptor Investments, LLC, a Florida limited liability company, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

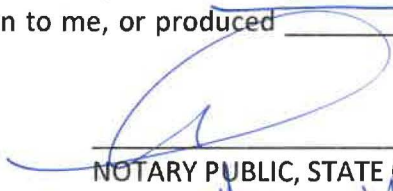

NOTARY PUBLIC, STATE OF Florida
Name: Anna Murphy
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A
Description of Improvements (LB Raptor Investments)

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Florida Power & Light	9/9/2024	1800478659	\$335,967.23	\$335,967.23	Eligible to the extent the work performed is for underground power differential and required relocation for spine road construction
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Location of Improvements



DISTRICT ENGINEER'S CERTIFICATE
[IMPROVEMENTS (LB RAPTOR INVESTMENTS)]

____ February 5 _____, 2025

Board of Supervisors
Saltleaf Community Development District

Re: Acquisition of Work

Ladies and Gentlemen:

The undersigned is a representative of Barraco and Associates, Inc. ("**District Engineer**"), as District Engineer for the Saltleaf Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from LB Raptor Investments, LLC ("**Developer**") as to construction work ("**Construction Work**") related to public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Construction Work¹, including but not limited to certain invoices and other documents, as applicable.
2. The Construction Work is within the scope of the District's capital improvement plan as set forth in the District's *Amended & Restated Engineer's Report*, dated March 28, 2024 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Construction Work was installed in accordance with their specifications. I am not aware of any defects in the Construction Work.
4. The total costs associated with the Construction Work are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Construction Work, and (ii) the reasonable fair market value of the Construction Work.

[CONTINUED ON FOLLOWING PAGE]

¹ The Construction Work includes the required relocation of existing private cable, fiber optics, and power utilities necessary for the District's Project, as well as the eligible underground cost differential for private power lines.

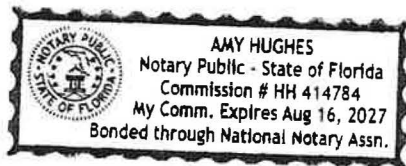
5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Construction Work.

BARRACO AND ASSOCIATES, INC.

Carl A. Barraco
CARL A. BARRACO, P.E.
Florida Registration No. 38536
District Engineer

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of Feb, 2025, by Carl A. Barraco as President of Barraco and Associates, Inc. and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Amy Hughes
NOTARY PUBLIC, STATE OF FL
Name: Amy Hughes
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

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		TOTALS:	\$401,466.17	\$401,272.34	

Location of Improvements



BILL OF SALE AND LIMITED ASSIGNMENT
[IMPROVEMENTS (LB RAPTOR INVESTMENTS)]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 23 day of January, 2025, by and between **LB RAPTOR INVESTMENTS, LLC**, a Florida limited liability partnership, with an address of 2210 Vanderbilt Beach Road, Suite 1300, Naples, Florida 34109 ("**Grantor**"), and for good and valuable consideration, to it paid by the **SALTLEAF COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**; and
- c) The Developer has provided easement rights in favor of the District for the improvements that are part of the Property as set forth in the *Community Declaration for Saltleaf on Estero Bay*, as recorded in Book ____, Page ____, of the Official Records of Lee County, Florida. The Developer agrees to provide perpetual easements or other equivalent or greater property rights for the ownership, construction, installation, acquisition, maintenance, operation, repair and replacement of the improvements that are part of the Property via a recorded plat and/or recorded condominium declaration as the land is further developed.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or

liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, **"AS IS, WHERE IS", AND "WITH ALL FAULTS"**. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

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

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

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

LB RAPTOR INVESTMENTS, LLC

By: [Signature]
Name: Anna Murphy

[Signature]
Name: Stephen Wilson
Title: Authorized Rep

By: [Signature]
Name: Carrie J. Lynn

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23rd day of January, 2025, by Stephen W. Wilson as Authorized Rep of LB Raptor Inv LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Anna Murphy
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
Description of Improvements (LB Raptor Investments)

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		TOTALS:	\$401,466.17	\$401,272.34	

Location of Improvements



SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS BIV**

Aqua Terra Engineering, Inc.
4675 Elevation Way
Fort Myers, FL 33905-4922

Phone #	Fax #
239/458-8200	1-866-773-4968

Bill To
LB Raptor Investments, LLC 2210 Vanderbilt Beach Road Suite #1300 Naples, FL 34109

Invoice

Date	Invoice #
10/2/2024	20607

Spine Road Entry Feature ✓
(Hardscape) - 100% Reimbursed

professional

P.O. No.	Terms	Project
		Saltleaf Entry Fountains

Item	Description	Quantity	Rate	Amount
Comm P	2 Main Entry Fountains- DEPOSIT <i>OK</i>		1,750.00	1,750.00

Thank you for your business.	Total	\$1,750.00
	Payments/Credits	\$0.00
	Balance Due	\$1,750.00

Invoice

Aqua Terra Engineering, Inc.
4675 Elevation Way
Fort Myers, FL 33905-4922

Phone #	Fax #
239/458-8200	1-866-773-4968

Updated Entity
name

Date	Invoice #
10/30/2024	20785

Bill To

LB Raptor Investments, LLC
2210 Vanderbilt Beach Road
Suite #1300
Naples, FL 34109

This invoice is good to
Pay. Bill against RP0007,
Raptor

Spine Road Entry Feature ✓
(Hardscape) - 100% Reimbursed

per Session

P.O. No.	Terms	Project
		Saltleaf Entry Fountains

Item	Description	Quantity	Rate	Amount
Comm P	2 Main Entry Fountains- BALANCE ✓		1,750.00	1,750.00

Thank you for your business.

Total \$1,750.00

Payments/Credits \$0.00

Balance Due \$1,750.00

Aqua Terra Engineering, Inc.
4675 Elevation Way
Fort Myers, FL 33905-4922

Phone #	Fax #
239/458-8200	1-866-773-4968

Bill To
London Bay Development Group 2210 Vanderbilt Beach Road Suite #1300 Naples, FL 34109

This invoice is
being rejected for
the incorrect
entity

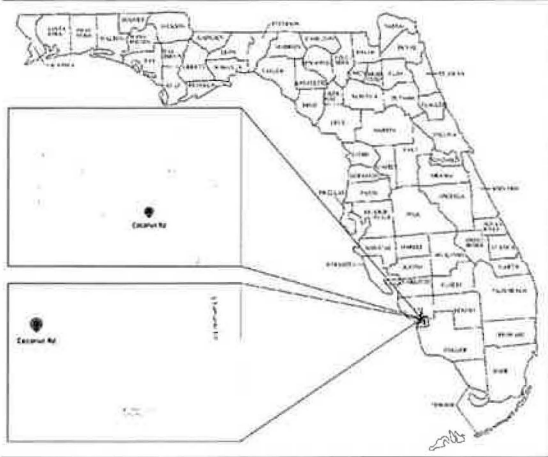
Invoice

Date	Invoice #
10/30/2024	20785

		P.O. No.	Terms	Project
				Saltleaf Entry Fountains
Item	Description	Quantity	Rate	Amount
Comm P	2 Main Entry Fountains- BALANCE		1,750.00	1,750.00
Thank you for your business.			Total	\$1,750.00
			Payments/Credits	\$0.00
			Balance Due	\$1,750.00

SALTLEAF GOLF PRESERVE

COMMERCIAL ENTRY FOUNTAINS



LOCATION MAP

TABLE OF CONTENTS		
SHEET #	SHEET TITLE	LATEST REVISION DATE NO.
WT 0	COVER SHEET & SITE PLAN	
WT 1	WEST ENTRY FOUNTAIN LAYOUT & LIGHTING PLAN	
WT 2	WEST ENTRY FOUNTAIN PLUMBING PLAN	
WT 3	WEST ENTRY FOUNTAIN SECTION & DETAILS	
WT 4	WEST ENTRY FOUNTAIN EQUIPMENT PLAN	
ET 0	EAST ENTRY FOUNTAIN LAYOUT & LIGHTING PLAN	
ET 1	EAST ENTRY FOUNTAIN PLUMBING PLAN	
ET 2	EAST ENTRY FOUNTAIN SECTION & DETAILS	
ET 3	EAST ENTRY FOUNTAIN EQUIPMENT PLAN	

PROJECT CONTACT INFORMATION

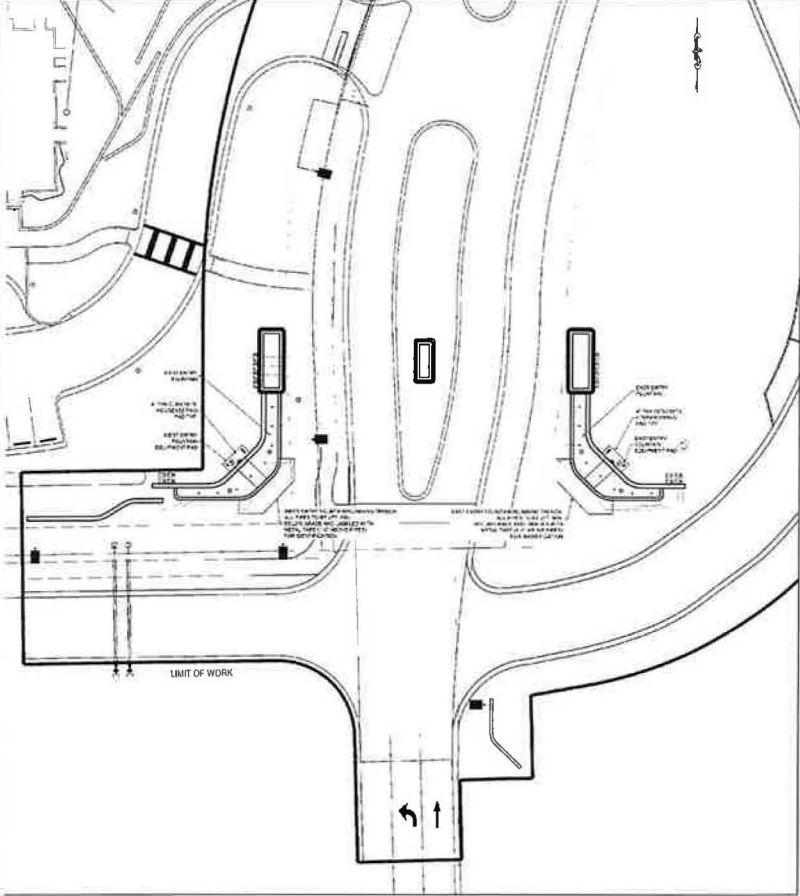
REPRESENTING FIRM (ARCHITECT)
CITY OF DOWNTOWN SPRINGS
5000 BOWEN ROAD
SUITE 101
DOWNTOWN SPRINGS, FLORIDA 34115
PHONE: (202) 444-8150

ENGINEER
AQUA-TERRA CONSULTING, INC.
4001 ELEVATION WAY, SUITE 200
FORT MYERS, FLORIDA 33905
PHONE: (239) 409-4330

CERTIFICATION NOTES

1. THIS PLAN IS TO BE USED FOR CONSTRUCTION OF THE PROJECT. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON, NOR DOES THE ENGINEER ASSUME ANY LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN.
2. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS FOUND THE SITE TO BE SUITABLE FOR THE PROJECT. THE ENGINEER HAS NOT CONDUCTED ANY OTHER INVESTIGATIONS OR TESTS.
3. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS FOUND THE SITE TO BE SUITABLE FOR THE PROJECT. THE ENGINEER HAS NOT CONDUCTED ANY OTHER INVESTIGATIONS OR TESTS.
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100% COMPLETE FINAL SET
FOR REVIEW
NOT FOR CONSTRUCTION
11/05/2024

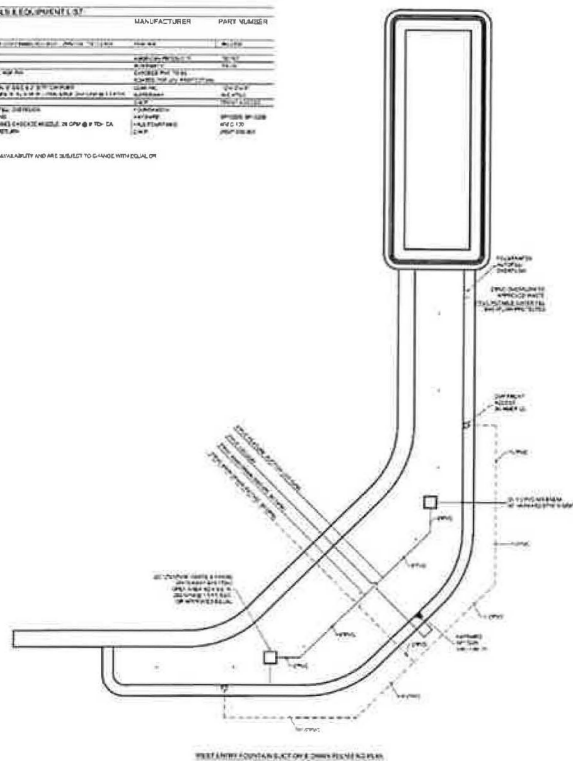


ENTRY FOUNTAIN SITE PLAN
SCALE: 1"=10'

COVER SHEET & SITE PLAN
SALTLEAF GOLF PRESERVE
SALTLEAF BOULEVARD
BONITA SPRINGS, FLORIDA

DATE	11/05/2024
BY	AW
CHECKED BY	AW
APPROVED BY	AW
DESIGNED BY	AW
PLANNED BY	AW
PROJECT NO.	11/05/2024
PROJECT NAME	SALTLEAF GOLF PRESERVE
PROJECT LOCATION	SALTLEAF BOULEVARD, BONITA SPRINGS, FLORIDA
PROJECT DESCRIPTION	COMMERCIAL ENTRY FOUNTAINS
PROJECT STATUS	100% COMPLETE FINAL SET FOR REVIEW
PROJECT DATE	11/05/2024

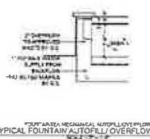
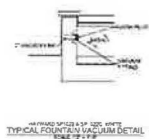
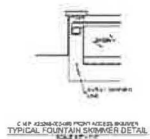
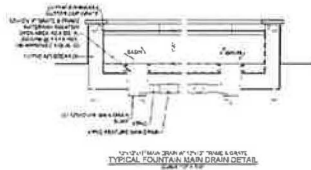
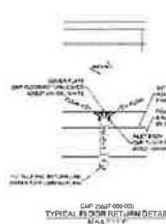
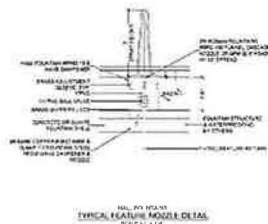
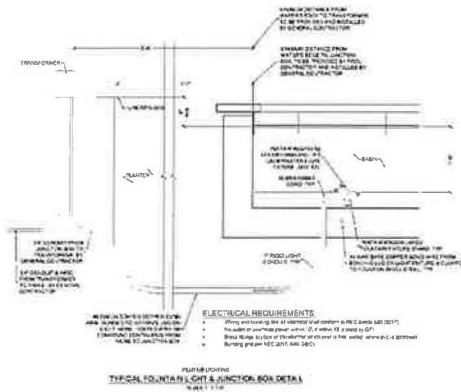
F1.0

[illegible]

NOTE
1. ALL MATERIALS LISTED ARE GIVEN BASED UPON AVAILABILITY AND ARE SUBJECT TO CHANGE WITH EQUAL OR
BETTER.

100% COMPLETE FINAL SET
FOR REVIEW
NOT FOR CONSTRUCTION
11/05/2024

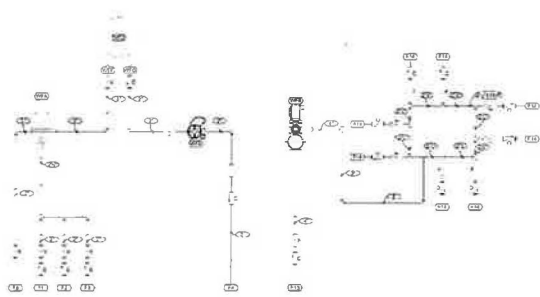
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100% COMPLETE FINAL SET
FOR REVIEW
NOT FOR CONSTRUCTION
11/05/2024

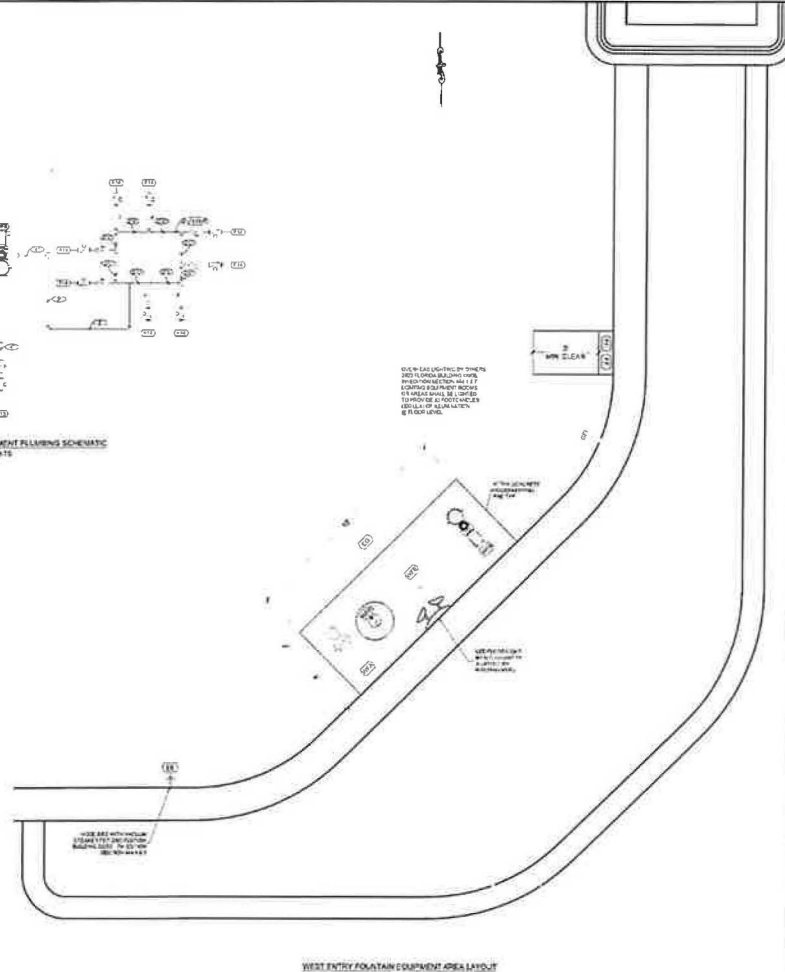
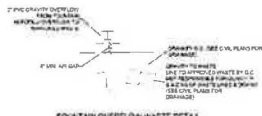
WEST ENTRY FOUNTAIN SECTION & DETAILS SALTLEAF GOLF PRESERVE SALTLEAF BOULEVARD BONITA SPRINGS, FLORIDA		SCALE 1/4" = 1'-0" 1/8" = 1'-0" 3/16" = 1'-0" 1/2" = 1'-0" 3/4" = 1'-0" 1" = 1'-0" 1 1/2" = 1'-0" 2" = 1'-0" 3" = 1'-0" 4" = 1'-0" 6" = 1'-0" 8" = 1'-0" 12" = 1'-0" 18" = 1'-0" 24" = 1'-0" 36" = 1'-0" 48" = 1'-0" 60" = 1'-0" 72" = 1'-0" 84" = 1'-0" 96" = 1'-0" 108" = 1'-0" 120" = 1'-0" 144" = 1'-0" 168" = 1'-0" 192" = 1'-0" 216" = 1'-0" 240" = 1'-0" 264" = 1'-0" 288" = 1'-0" 312" = 1'-0" 336" = 1'-0" 360" = 1'-0" 384" = 1'-0" 408" = 1'-0" 432" = 1'-0" 456" = 1'-0" 480" = 1'-0" 504" = 1'-0" 528" = 1'-0" 552" = 1'-0" 576" = 1'-0" 600" = 1'-0" 624" = 1'-0" 648" = 1'-0" 672" = 1'-0" 696" = 1'-0" 720" = 1'-0" 744" = 1'-0" 768" = 1'-0" 792" = 1'-0" 816" = 1'-0" 840" = 1'-0" 864" = 1'-0" 888" = 1'-0" 912" = 1'-0" 936" = 1'-0" 960" = 1'-0" 984" = 1'-0" 1008" = 1'-0" 1032" = 1'-0" 1056" = 1'-0" 1080" = 1'-0" 1104" = 1'-0" 1128" = 1'-0" 1152" = 1'-0" 1176" = 1'-0" 1200" = 1'-0" 1224" = 1'-0" 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NO.	DESCRIPTION	DATE
01	REVISION	11/05/2024
02	REVISION	11/05/2024
03	REVISION	11/05/2024
04	REVISION	11/05/2024
05	REVISION	11/05/2024
06	REVISION	11/05/2024
07	REVISION	11/05/2024
08	REVISION	11/05/2024
09	REVISION	11/05/2024
10	REVISION	11/05/2024
11	REVISION	11/05/2024
12	REVISION	11/05/2024
13	REVISION	11/05/2024
14	REVISION	11/05/2024
15	REVISION	11/05/2024
16	REVISION	11/05/2024
17	REVISION	11/05/2024
18	REVISION	11/05/2024
19	REVISION	11/05/2024
20	REVISION	11/05/2024



NO.	DESCRIPTION	DATE
01	REVISION	11/05/2024
02	REVISION	11/05/2024
03	REVISION	11/05/2024
04	REVISION	11/05/2024
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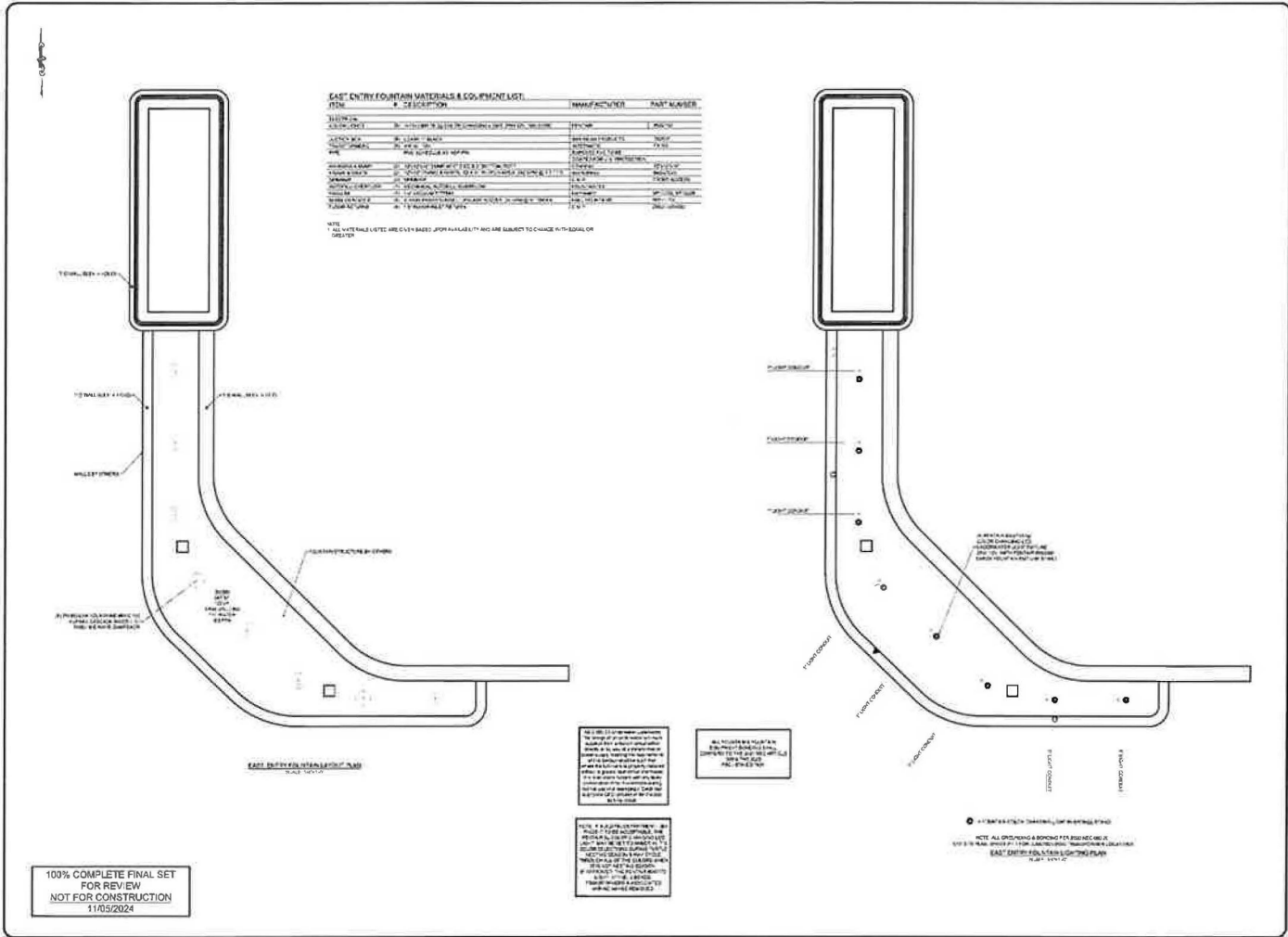
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18	REVISION	11/05/2024
19	REVISION	11/05/2024
20	REVISION	11/05/2024



100% COMPLETE FINAL SET
FOR REVIEW
NOT FOR CONSTRUCTION
11/05/2024

WEST ENTRY FOUNTAIN EQUIPMENT PLAN
SALT LEAF GOLF PRESERVE
SALT LEAF BOULEVARD
BONITA SPRINGS, FLORIDA

WF2.3

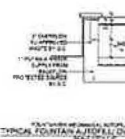
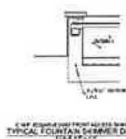
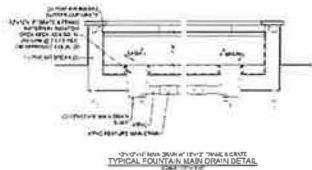
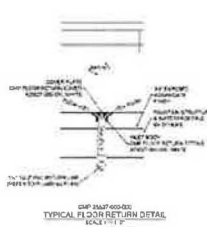
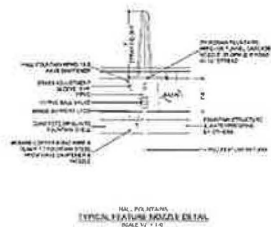
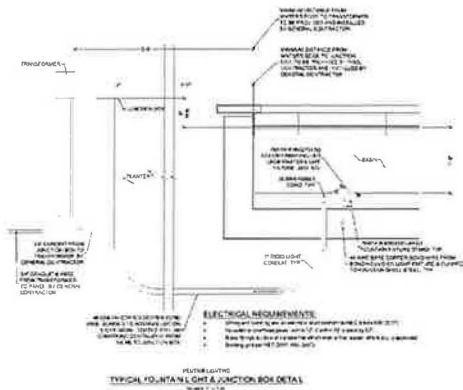


SALTY TRAIL ENGINEERING, INC.	
10000 N. W. 10TH AVENUE, SUITE 100	
FORT LAUDERDALE, FL 33304	
TEL: 954.344.1111	
WWW.SALTYTRAIL.COM	
PROJECT: EAST ENTRY FOUNTAIN LAYOUT & LIGHTING PLAN	
CLIENT: SALTLEAF GOLF PRESERVE	
LOCATION: SALTLEAF BOULEVARD	
CITY: BONITA SPRINGS, FLORIDA	
DATE: 1/10/2024	
DRAWN BY: J. SMITH	
CHECKED BY: M. JONES	
APPROVED BY: K. BROWN	
SCALE: 1" = 10'-0"	
SHEET: 1 OF 1	
PROJECT: EAST ENTRY FOUNTAIN LAYOUT & LIGHTING PLAN	
CLIENT: SALTLEAF GOLF PRESERVE	
LOCATION: SALTLEAF BOULEVARD	
CITY: BONITA SPRINGS, FLORIDA	
DATE: 1/10/2024	
DRAWN BY: J. SMITH	
CHECKED BY: M. JONES	
APPROVED BY: K. BROWN	
SCALE: 1" = 10'-0"	
SHEET: 1 OF 1	

EF2.0



EF2.1



100% COMPLETE FINAL SET
FOR REVIEW
NOT FOR CONSTRUCTION
11/05/2024

EAST ENTRY FOUNTAIN SECTION & DETAILS

SALTLEAF GOLF PRESERVE
SALTLEAF BOULEVARD
BONITA SPRINGS, FLORIDA

DATE	REVISION	BY	CHKD BY
11/05/2024	1	EF2.2	EF2.2

EF2.2

Invoice**ARQUITECTONICA**

2900 Oak Avenue Miami, Florida 33133
305.372.1512 www.arquitectonica.com ARC005779

Saltleaf Gatehouse (Hardscape)
- 100% Reimbursed

Craig Kilingsmith

LB Raptor Investments, LLC
Naples, FL 34109

This invoice is good to
pay. Bill against
RP0007. Reimbursed
by CDD

Invoice Due Date: Net 30

September 30, 2024

Invoice No: 1001.010555.009 - 3

Project Manager Sherri Gutierrez

Project 1001.010555.009 Saltleaf E. Bay - Gatehouse New Exterior

Professional Services from September 01, 2024 to September 30, 2024

Task 001 Additional Services

Fee

100% CDD eligible

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Architecture	25,000.00	34.00	8,500.00	4,500.00	4,000.00
Total Fee	25,000.00		8,500.00	4,500.00	4,000.00

Total Fee

Total this Task

Total this Invoice

~~4,000.00~~

\$4,000.00

\$4,000.00

Authorized By:

Sherri Gutierrez

Date:

09/30/2024

Invoice

This invoice is good
to pay. Bill against
RP0007. Reimbursed
by CDD

ARQUITECTONICA

2900 Oak Avenue Miami, Florida 33133
305.372.1512 www.arquitectonica.com AFO08779

Craig Kilingsmith
LB Raptor Investments, LLC
Naples, FL 34109

Saltleaf Gatehouse (Hardscape)
- 100% Reimbursed ✓

Invoice Due Date: Net 30

October 31, 2024

Invoice No: 1001.010555.009 - 4

Project Manager Sherri Gutierrez

Project 1001.010555.009 Saltleaf E. Bay - Gatehouse New Exterior

Professional Services from October 01, 2024 to October 31, 2024

Task 001 Additional Services

Fee

100% CDD apply

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Architecture	25,000.00	42.00	10,500.00	8,500.00	2,000.00
Total Fee	25,000.00		10,500.00	8,500.00	2,000.00

Total Fee 2,000.00

Total this Task \$2,000.00 ✓

Total this Invoice \$2,000.00

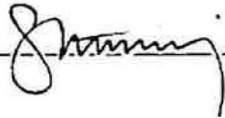
Outstanding Invoices

Number	Date	Balance
3	9/30/2024	4,000.00
Total		4,000.00

Total Now Due \$6,000.00

Authorized By: _____

Sherri Gutierrez



Date: _____

10/31/2024

Invoice

This invoice is good to pay.
Bill against RP0013, SL
Gatehouse (Raptor)

ARQUITECTONICA

2900 Oak Avenue Miami, Florida 33133
305.372.1512 www.arquitectonica.com AR0008779

Craig Kilingsmith
LB Raptor Investments, LLC
Naples, FL 34109

Saltleaf Gatehouse (Hardscape)

- 100% Reimbursed

Invoice Due Date: Net 30

November 30, 2024

Invoice No: 1001.010555.009 - 5

Project Manager

Sherri Gutierrez

Project 1001.010555.009 Saltleaf E. Bay - Gatehouse New Exterior

Professional Services from November 01, 2024 to November 30, 2024

Task 001 Additional Services
Fee

100% COO eligible

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Architecture	25,000.00	50.00	12,500.00	10,500.00	2,000.00
Total Fee	25,000.00		12,500.00	10,500.00	2,000.00

Total Fee 2,000.00

Total this Task \$2,000.00

Total this Invoice \$2,000.00

Outstanding Invoices

Number	Date	Balance
3	9/30/2024	4,000.00
4	10/31/2024	2,000.00
Total		6,000.00

Total Now Due ~~\$8,000.00~~

Authorized By:

Sherri Gutierrez
Sherri Gutierrez

Date:

11/30/2024



This invoice is good to pay. Bill against Raptor Bay Spine Road Non CDD (RP0006) and CDD (RP0007). See Breakdown below:

INVOICE

Craig Klingensmith
LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd. #1300
Naples, FL 34109

October 7, 2024
Project No: 21050704-202-16
Invoice No: 0000369759

Invoice Total **\$2,949.75**

Payment: **Atwell Online Payment Portal**

Reference #:

Project 21050704-202-16 Saltleaf Spine Road & Coconut Road Improvements

Professional Services Rendered from September 1, 2024 to September 30, 2024

Task	01	Plan Modifications
Fee		
Total Fee	5,000.00	
Percent Complete	100.00	
Total Earned		5,000.00
Previous Fee Billing		3,850.00
Current Fee Billing		<u>1,150.00</u>
Total Fee		
		Total this Task

100%
Reimbursed

RP0007

1,150.00

\$1,150.00

Task	03	Construction Services	
Professional Personnel			
Engineer/Designer I	6.75	141.00	951.75
Total	6.75		951.75
Total Labor			

Billing Limits	Current	Prior	To-Date
Total Billings	951.75	5,915.50	6,867.25
Contract Amount			20,000.00
Remaining			13,132.75

Total this Task

951.75

0%
Reimbursed

RP0006

\$951.75

Task	04	Certification Services	
Professional Personnel			
Project Manager I	3.00	212.00	636.00
Total	3.00		636.00
Total Labor			

Billing Limits	Current	Prior	To-Date
Total Billings	636.00	1,621.50	2,257.50
Contract Amount			45,000.00
Remaining			42,742.50

Total this Task

636.00

0%
Reimbursed

\$636.00

RP0006

Methods of Payment accepted:

- ACH or Wire (Preferred) — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1 1/2% per month (18% annual) service charge. Remittance notifications or questions can be directed to atwell@atwell-group.com or by calling the phone number listed above.

Project	21050704-202-16	Saltleaf Spine Road & Coconut Road Impro	Invoice	0000369759
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Task	06	OAC Meetings & Out of Scope Items
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Professional Personnel

	Hours	Rate	Amount
Project Manager I	1.00	212.00	212.00
Total	1.00		212.00
Total Labor			

~~100% Reimbursed~~

RP0007

212.00

Total this Task

\$212.00

Total this Invoice

\$2,949.75

50/50

(106.-)

paid
~~4,556.-~~
(81,025.-)

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1 1/2% per month (18% annual) service charge.
Remittance notifications or questions can be directed to atwell@atwell-a-sug.com or by calling the phone number listed above.

Billing Backup

Monday, October 7, 2024

Atwell, LLC

Invoice 0000369759 Dated 10/7/2024

4:32:48 PM

Project	21050704-202-16	Saltleaf Spine Road & Coconut Road Improvements
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Task	01	Plan Modifications
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Professional Personnel

Hours

Engineer/Designer I		
Perez Mandujano, Juana	9/23/2024	2.00
LDO -A02 submittal package.		
Total		2.00
Total Labor		

Total this Task

RP0007

Task	03	Construction Services
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Professional Personnel

Hours

Rate

Amount

Engineer/Designer I				
Erdek, Dylan	9/9/2024	1.25	141.00	176.25
pressure test report, prepare for testing, download w/ team				
Erdek, Dylan	9/10/2024	3.50	141.00	493.50
pressure test for WM and FM, reports				
Erdek, Dylan	9/13/2024	2.00	141.00	282.00
chlorination				
Total		6.75		951.75
Total Labor				

951.75

Total this Task

\$951.75

Task	04	Certification Services
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Professional Personnel

Hours

Rate

Amount

Project Manager I				
Leos, Cesareo	9/10/2024	.50	212.00	106.00
Utility turnover coordination.				
Leos, Cesareo	9/11/2024	1.00	212.00	212.00
Reviewing utility turnover package.				
Leos, Cesareo	9/12/2024	.50	212.00	106.00
Spine road easement sketch and legal coordination for utility turnover.				
Leos, Cesareo	9/13/2024	1.00	212.00	212.00
Reviewing temp. access road as-built points.				
Total		3.00		636.00
Total Labor				

636.00

Methods of Payment accepted:

- ACH or Wire (Preferred) — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1 1/2% per month (18% annual) service charge. Remittance notifications or questions can be directed to steve@atwell-group.com or by calling the phone number listed above.

Total this Task	\$636.00
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Task	06	OAC Meetings & Out of Scope Items
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Professional Personnel

		Hours	Rate	Amount
Project Manager I				
Leos, Cesareo	9/3/2024	.50	212.00	106.00
	Weekly spine road coordination meeting with London Bay.			
Leos, Cesareo	9/11/2024	.50	212.00	106.00
	Weekly spine road coordination meeting with LB.			
	Total	1.00		212.00
	Total Labor			212.00

partial (50/50) COP/double
 RP0007
 (106.-) partial

Total this Task	\$212.00
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Total this Project	\$1,799.75
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Total this Report	\$1,799.75
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Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
 Two Towne Square; Suite 700
 Southfield, MI 48076
 Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1 1/2% per month (18% annual) service charge. Remittance notifications or questions can be directed to atwell@atwell-group.com or by calling the phone number listed above.



This invoice is good to pay.
Bill against Raptor Bay
Spine Road/CDD (RP0007)

INVOICE

Craig Klingensmith
LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd. #1300
Naples, FL 34109

October 7, 2024

Project No: 21050704-202-17

Invoice No: 0000369761

Invoice Total **\$223.00**

Payment: Atwell Online Payment Portal

Reference #:

Project 21050704-202-17 Saltleaf Gatehouse & Spine Road Entry Improvements

Professional Services Rendered from September 1, 2024 to September 30, 2024

Task 05 OAC Meetings and Out of Scope Items

Professional Personnel

	Hours	Rate	Amount
Senior Project Engineer	1.00	223.00	223.00
Total	1.00		223.00
Total Labor			223.00

~~100% Reimbursed~~
(50/50)

Billing Limits

	Current	Prior	To-Date
Total Billings	223.00	0.00	223.00
Contract Amount			3,000.00
Remaining			2,777.00

Total this Task **\$223.00**

Total this Invoice **\$223.00**

(111.50) ✓
partial
CDD
eligible

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge.
Remittance notifications or questions can be directed to atwell@atwell-group.com or by calling the phone number listed above.

Billing Backup

Monday, October 7, 2024

Atwell, LLC

Invoice 0000369761 Dated 10/7/2024

4:34:49 PM

Project	21050704-202-17	Saltleaf Gatehouse & Spine Road Entry Improvements
Task	05	OAC Meetings and Out of Scope Items

Professional Personnel

		Hours	Rate	Amount	
Senior Project Engineer					
Strollo, Dominic	9/25/2024	1.00	223.00	223.00	
Teams meeting w/ client and subs					
Total		1.00		223.00	
Total Labor					223.00 (\$ 111.50)
Total this Task				\$223.00	
Total this Project				\$223.00	
Total this Report				\$223.00	

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge. Remittance notifications or questions can be directed to strollo@atwellgroup.com or by calling the phone number listed above.



This invoice is good to pay. Bill
against Raptor Bay Spine
Road/CDD (RP0007)

INVOICE

Craig Klingensmith
LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd. #1300
Naples, FL 34109

October 7, 2024

Project No: 21050704-202-19

Invoice No: 0000369767

Invoice Total **\$4,000.00**

Payment: Atwell Online Payment Portal

Reference #:

Project 21050704-202-19 Saltleaf Permanent Road Connection
Professional Services Rendered from September 1, 2024 to September 30, 2024

Task 01 Engineering & Plan Production

Fee

Total Fee 40,000.00

Percent Complete 10.00 Total Earned 4,000.00

Previous Fee Billing 0.00

Current Fee Billing 4,000.00

Total Fee

~~100% Reimbursed~~

4,000.00

Total this Task **\$4,000.00**

Task 05 SFWMD ERP Minor Modification

Fee

Total Fee 10,000.00

Percent Complete 0.00 Total Earned 0.00

Previous Fee Billing 0.00

Current Fee Billing 0.00

Total Fee

0.00

Total this Task **0.00**

Total this Invoice **\$4,000.00**

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge.
Remittance notifications or questions can be directed to stellar@atwell-group.com or by calling the phone number listed above.



This invoice is good to pay. This closes out this contract. Bill against RP0007, Spine Roads

INVOICE

Craig Klingensmith
LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd. #1300
Naples, FL 34109

November 14, 2024
Project No: 21050704-202-17
Invoice No: 0000376202

Invoice Total **\$780.50**

Payment: Atwell Online Payment Portal
Reference #:

Project 21050704-202-17 Saltleaf Gatehouse & Spine Road Entry Improvements
Professional Services Rendered from October 1, 2024 to October 31, 2024

Task 05 OAC Meetings and Out of Scope Items

Professional Personnel

	Hours	Rate	Amount
Senior Project Engineer	3.50	223.00	780.50
Total	3.50		780.50
Total Labor			780.50

Billing Limits

	Current	Prior	To-Date
Total Billings	780.50	223.00	1,003.50
Contract Amount			3,000.00
Remaining			1,996.50

Total this Task **\$780.50**

Total this Invoice **\$780.50**

~~100% Reimbursed~~ (50/50)
(390.25)
partial
COD
eligible

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge.
Remittance notifications or questions can be directed to atwell@atwellgroup.com or by calling the phone number listed above.

Billing Backup

Wednesday, November 13, 2024

Atwell, LLC

Invoice 0000376202 Dated 11/14/2024

10:23:01 AM

Project	21050704-202-17	Saltleaf Gatehouse & Spine Road Entry Improvements
Task	05	OAC Meetings and Out of Scope Items

Professional Personnel

		Hours	Rate	Amount
Senior Project Engineer				
Strollo, Dominic	10/23/2024	1.50	223.00	334.50
Zoom meeting w/ client, architect, & team; coordination w/ Juana on client requested exhibits				
Strollo, Dominic	10/24/2024	1.00	223.00	223.00
coordination w/ Cesareo on proposed GH, road, oand utility modifications				
Strollo, Dominic	10/25/2024	1.00	223.00	223.00
coordination w/ Cesareo on proposed GH, road, oand utility modifications				
Total		3.50		780.50
Total Labor				780.50

}

paid (50/50)
CDD

Total this Task	\$780.50
Total this Project	\$780.50
Total this Report	\$780.50

(390.25)

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1 1/2% per month (18% annual) service charge. Remittance notifications or questions can be directed to atweller@atwell-group.com or by calling the phone number listed above.



This invoice is good to pay. Bill against Spine Road, RP0007 (CDD)

INVOICE

Craig Klingensmith
LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd. #1300
Naples, FL 34109

November 14, 2024
Project No: 21050704-202-19
Invoice No: 0000376206

Invoice Total \$18,418.50

Payment: Atwell Online Payment Portal
Reference #:

Project 21050704-202-19 Saltleaf Permanent Road Connection
Professional Services Rendered from October 1, 2024 to October 31, 2024

Task 01 Engineering & Plan Production
Fee

Total Fee	40,000.00		
Percent Complete	45.00	Total Earned	18,000.00
		Previous Fee Billing	4,000.00
		Current Fee Billing	14,000.00
		Total Fee	14,000.00

Total this Task \$14,000.00

70% Reimbursed
30% Non-CDD (RP0006) and 70% CDD (RP0007)

Task 02 Lee County LDO
Professional Personnel

	Hours	Rate	Amount
Engineer/Designer I	12.50	141.00	1,762.50
Total	12.50		1,762.50
Total Labor			

Billing Limits	Current	Prior	To-Date
Total Billings	1,762.50	0.00	1,762.50
Contract Amount			10,000.00
Remaining			8,237.50

Total this Task \$1,762.50

100% Reimbursed
100% CDD, RP0007

Task 03 City of Bonita Springs LDO
Professional Personnel

	Hours	Rate	Amount
Engineer/Designer I	4.00	141.00	564.00
Total	4.00		564.00
Total Labor			

Billing Limits	Current	Prior	To-Date
Total Billings	564.00	0.00	564.00
Contract Amount			10,000.00
Remaining			9,436.00

Total this Task \$564.00

100% Reimbursed
100% CDD, RP0007

Methods of Payment accepted:

- ACH or Wire (Preferred) — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1 1/2% per month (18% annual) service charge. Remittance notifications or questions can be directed to atwell@atwellgroup.com or by calling the phone number listed above.

Task 04 Bonita Springs Utilities & FDEP Permitting

Professional Personnel

100% Non-CDD,
RP0006

	Hours	Rate	Amount
Senior Project Engineer	.50	223.00	111.50
Engineer/Designer I	1.50	141.00	211.50
Total	2.00		323.00

Total Labor

323.00

Billing Limits

	Current	Prior	To-Date
Total Billings	323.00	0.00	323.00
Contract Amount			15,000.00
Remaining			14,677.00

0%
Reimbursed

Total this Task

\$323.00

Task 05 SFWMD ERP Minor Modification

Fee

Total Fee	10,000.00		
Percent Complete	5.00	Total Earned	500.00
		Previous Fee Billing	0.00
		Current Fee Billing	500.00

Total Fee

100%
Reimbursed

100% CDD,
RP0007

500.00

Total this Task

\$500.00

Task 07 OAC Meetings and Out of Scope Items

Professional Personnel

	Hours	Rate	Amount
Engineer/Designer I	9.00	141.00	1,269.00
Total	9.00		1,269.00

Total Labor

1,269.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,269.00	0.00	1,269.00
Contract Amount			5,000.00
Remaining			3,731.00

100%
Reimbursed

100% CDD,
RP0007

\$1,269.00

Total this Task

Total this Invoice

\$18,418.50

(13,561.20)

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1 1/2% per month (18% annual) service charge. Remittance notifications or questions can be directed to atwell@atwellgroup.com or by calling the phone number listed above.



This invoice is good to pay. Bill against Raptor Bay Spine Road Non CDD (RP0006) and CDD (RP0007). See Breakdown below:

INVOICE

Craig Klingensmith
LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd. #1300
Naples, FL 34109

December 18, 2024
Project No: 21050704-202-16
Invoice No: 0000382369

Invoice Total **\$5,757.00**

Payment: **Atwell Online Payment Portal**

Reference #:

Project 21050704-202-16 Saltleaf Spine Road & Coconut Road Improvements
Professional Services Rendered from November 1, 2024 to November 30, 2024

Task 03 Construction Services *- exclude*
Professional Personnel

	Hours	Rate	Amount
Senior Project Engineer	2.75	223.00	613.25
Total	2.75		613.25
Total Labor			

Billing Limits

	Current	Prior	To-Date
Total Billings	613.25	8,149.50	8,762.75
Contract Amount			20,000.00
Remaining			11,237.25

Total this Task **\$613.25**

613.25
100% Reimbursed by CDD

RP0007

Task 04 Certification Services *- exclude*
Professional Personnel

	Hours	Rate	Amount
Senior Project Engineer	19.25	223.00	4,292.75
Engineer/Designer I	.50	141.00	70.50
Total	19.75		4,363.25
Total Labor			

Billing Limits

	Current	Prior	To-Date
Total Billings	4,363.25	9,113.00	13,476.25
Contract Amount			45,000.00
Remaining			31,523.75

Total this Task **\$4,363.25**

4,363.25
0% Reimbursed by CDD

RP0006

Task 06 OAC Meetings & Out of Scope Items
Professional Personnel

	Hours	Rate	Amount
Senior Project Engineer	3.50	223.00	780.50
Total	3.50		780.50
Total Labor			

Total this Task **\$780.50**

RP0007

780.50

\$780.50

100% Reimbursed by CDD

Methods of Payment accepted:

- ACH or Wire (Preferred) — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge. Remittance notifications or questions can be directed to atwell@atwellgroup.com or by calling the phone number listed above.

Project	21050704-202-16	Saltleaf Spine Road & Coconut Road Impro	Invoice	0000382369
Total this Invoice			\$5,757.00	

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge.
Remittance notifications or questions can be directed to atw@atwell-group.com or by calling the phone number listed above.

Billing Backup

Wednesday, December 18, 2024

Atwell, LLC

Invoice 0000382369 Dated 12/18/2024

11:14:57 AM

Project 21050704-202-16	Saltleaf Spine Road & Coconut Road Improvements	
Task 03	Construction Services	

Professional Personnel

		Hours	Rate	Amount
Senior Project Engineer				
Strollo, Dominic	11/4/2024	.75	223.00	167.25
coordination w/ BSU regarding FM/FPL conflict; response to schedule request for onsite meeting w/ surveyor, client, and contractor regarding MOT 1 & MOT 2 as-builts				
Strollo, Dominic	11/11/2024	.25	223.00	55.75
status check w/ BSU on review of MOT 1 FM redesign due to FPL conflict				
Strollo, Dominic	11/15/2024	.50	223.00	111.50
coordination w/ BSU to schedule meeting w/ client regarding major design change and permitting logistics				
Strollo, Dominic	11/21/2024	1.25	223.00	278.75
ROW exhibit for OPC				
	Total	2.75		613.25
Total Labor				613.25
				Total this Task \$613.25

Task 04	Certification Services	
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Professional Personnel

		Hours	Rate	Amount
Senior Project Engineer				
Strollo, Dominic	11/1/2024	5.00	223.00	1,115.00
Teams meeting w/ client and contractor regarding turnover; preliminary walkthrough of MOT 2 road; coordination w/ BSU on existing easements; coordination w/ Rhodes & Rhodes on MOT 1 & MOT 2 easements; coordination w/ BSU on revised MOT 1 FM routing due to FPL conflict				
Strollo, Dominic	11/4/2024	.25	223.00	55.75
call w/ Stuart Smith regarding permitting of MOT 2 road being used as construction road in perpetuity				
Strollo, Dominic	11/5/2024	2.00	223.00	446.00
onsite meeting w/ client, surveyor, and contractor to go over MOT 1 & MOT 2 as-builts and remaining items to be installed; received and reviewed MOT 1 & MOT 2 DRAFT BSUE's and forwarded to client				
Strollo, Dominic	11/6/2024	2.75	223.00	613.25
MOT 4 utility phasing discussion w/ client; MOT 1 & 2 easement coordination w/ Rhodes and Rhodes, MOT 1 & 2 GIS as-built updates				
Strollo, Dominic	11/7/2024	2.00	223.00	446.00
MOT 1 & 2 GIS as-built updates				
Strollo, Dominic	11/11/2024	2.50	223.00	557.50
coordination w/ Rachelle on MOT 1 & MOT 2 record drawings; received and reviewed submittals from Jensen				
Strollo, Dominic	11/12/2024	1.50	223.00	334.50
sent Rhodes & Rhodes markups for easement corrections for MOT 1 & MOT 2				
Strollo, Dominic	11/15/2024	3.00	223.00	669.00
MOT 1 & 2 record drawing review; Teams meeting w/ client and contractor regarding MOT 1 & 2 turnover				

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge. Remittance notifications or questions can be directed to atw@atwgroup.com or by calling the phone number listed above.

Project	21050704-202-16	Saltleaf Spine Road & Coconut Road Impro	Invoice	0000382369
Strollo, Dominic	11/18/2024	.25	223.00	55.75
coordination w/ Rhodes & Rhodes on MOT1 easements				
Engineer/Designer I				
Perez Mandujano, Juana	11/12/2024	.50	141.00	70.50
Record drawings coordination				
Total		19.75		4,363.25
Total Labor				4,363.25
Total this Task				\$4,363.25

Task	06	OAC Meetings & Out of Scope Items
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Professional Personnel

		Hours	Rate	Amount	
Senior Project Engineer					
Strollo, Dominic	11/19/2024	2.00	223.00	446.00	
spine road realignment projected schedule creation and discussion w/ Jeremy & Jackie, coordination w/ CAD to try to accomodate projected schedule					
Strollo, Dominic	11/20/2024	1.00	223.00	223.00	
spine road realignment exhibit for BSU meeting					
Strollo, Dominic	11/21/2024	.50	223.00	111.50	
Teams meeting w/ client and team to discuss road alignment changes; revised projected schedule					
Total		3.50		780.50	
Total Labor				780.50	
Total this Task				\$780.50	
Total this Project				\$5,757.00	
Total this Report				\$5,757.00	

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge. Remittance notifications or questions can be directed to strollo@atwellgroup.com or by calling the phone number listed above.



This invoice is good
to pay. Bill against
Spine Road, RP0006
& RP0007 (CDD)

INVOICE

Craig Klingensmith
LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd. #1300
Naples, FL 34109

December 10, 2024
Project No: 21050704-202-19
Invoice No: 0000380309

Invoice Total **\$2,531.25**

Payment: **Atwell Online Payment Portal**

Reference #:

Project 21050704-202-19 Saltleaf Permanent Road Connection
Professional Services Rendered from November 1, 2024 to November 30, 2024

Task 01 Engineering & Plan Production
Fee

Total Fee 40,000.00

Percent Complete 50.00
Total Earned 20,000.00
Previous Fee Billing 18,000.00
Current Fee Billing 2,000.00
Total Fee

Total this Task

30% Non-CDD
(RP0006) and 70%
CDD (RP0007)

2,000.00

\$2,000.00

(\$1,600.00)

Task 02 Lee County LDO
Professional Personnel

	Hours	Rate	Amount
Senior Project Engineer	.75	223.00	167.25
Total	.75		167.25
Total Labor			

Billing Limits	Current	Prior	To-Date
Total Billings	167.25	1,762.50	1,929.75
Contract Amount			10,000.00
Remaining			8,070.25

Total this Task

167.25

100% Reimbursed
by CDD

100% CDD,
RP0007

\$167.25

(\$133.80)

Task 03 City of Bonita Springs LDO
Professional Personnel

	Hours	Rate	Amount
Senior Project Engineer	1.00	223.00	223.00
Total	1.00		223.00
Total Labor			

Billing Limits	Current	Prior	To-Date
Total Billings	223.00	564.00	787.00
Contract Amount			10,000.00
Remaining			9,213.00

Total this Task

223.00

100% Reimbursed
by CDD

100% CDD,
RP0007

\$223.00

(\$178.40)

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge.
Remittance notifications or questions can be directed to atwell@atwell-group.com or by calling the phone number listed above.

Project	21050704-202-19	Saltleaf Permanent Road Connection	Invoice	0000380309
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Task	05	SFWMD ERP Minor Modification
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Fee			
Total Fee		10,000.00	
Percent Complete	5.00	Total Earned	500.00
		Previous Fee Billing	500.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	07	OAC Meetings and Out of Scope Items
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Professional Personnel

	Hours	Rate	Amount
Engineer/Designer I	1.00	141.00	141.00
Total	1.00		141.00
Total Labor			

Billing Limits

	Current	Prior	To-Date
Total Billings	141.00	1,269.00	1,410.00
Contract Amount			5,000.00
Remaining			3,590.00

Total this Task

141.00

100% Reimbursed by CDD

100% CDD, RP0007

\$141.00

Total this Invoice

\$2,531.25

per 7/21/11
(\$1,912.20)

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge. Remittance notifications or questions can be directed to atwell@atwellgroup.com or by calling the phone number listed above.



This invoice is good to pay.
Supports SL Blvd Road
Extension. Bill against RP0007,

INVOICE

Sattleaf Spine Roads
- 100 % Reimbursed ✓

Ray Piacente
LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

December 12, 2024
Project No: 24204
Invoice No: 53441

Invoice Total \$4,028.50

Project 24204 LB Raptor Investments - CCD Work
Please reference CEC Project and Invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from September 25, 2024 to December 6, 2024

Billing Group 01 Misc. Survey & Mapping Services - CDD Work ✓

Professional Personnel

		Hours	Rate	Amount
Principal Surveyor & Mapper				
Ewing, Richard	11/25/2024	1.00	225.00	225.00
Teams meeting with Ray				
Ewing, Richard	11/27/2024	1.00	225.00	225.00
Discuss survey scope with Mark; review field data				
Ewing, Richard	12/3/2024	1.00	225.00	225.00
Review survey and scope				
Ewing, Richard	12/4/2024	1.00	225.00	225.00
Review topo and review field data with Mark				
Ewing, Richard	12/5/2024	1.00	225.00	225.00
Set up crew to collect additional topo and storm as-builts				
Sr. Technician / Designer				
Ward, Matthew	11/26/2024	2.00	126.00	252.00
Road design topo and locations				
Designer / Technician				
Andrea, Robert	11/20/2024	.50	105.00	52.50
Project Coordination				
Andrea, Robert	11/25/2024	.50	105.00	52.50
Project Coordination				
Survey & Mapping Crew Chief				
Collins, Donald	11/25/2024	6.50	116.00	754.00
Topo				
Snowman, Mark	11/25/2024	8.00	116.00	928.00
Topo				
Snowman, Mark	12/6/2024	4.00	116.00	464.00
Redesign topo and as-builts				
Sr. Administrative Associate				
Taylor, Karen	9/25/2024	.50	89.00	44.50
Contract admin				

- Verify location & purpose

* Developer confirmed surveying for public roadway - 60% CDD eligible

Project	24204	LB Raptor Investments - CCD Work			Invoice	53441
Survey & Mapping Crew Member						
Guerrero, Derrick		11/25/2024	4.00	89.00	356.00	
Topo						
Totals			31.00		4,028.50	
Total Labor						4,028.50
Total this Billing Group						\$4,028.50
Total this Invoice						\$4,028.50

Authorized
By:



Date:

12-12-24

Richard Ewing



INVOICE

Saltleaf Spine Roads
- 100 % Reimbursed

LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

✓ September 25, 2024
Project No: 24068
Invoice No: 53190

Invoice Total \$5,675.00

Project 24068 Bayview Residences-RP0006CDD-LB Raptor
Please reference CEC Project and Invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from September 1, 2024 to September 30, 2024

Billing Group	01	Construction Staking Services	- public only
Fee			
Total Fee		56,750.00	
Percent Complete	50.00	Total Earned	28,375.00
		Previous Fee Billing	22,700.00
		Current Fee Billing	5,675.00
		Total Fee	5,675.00
		Total this Billing Group	\$5,675.00
		Total this Invoice	\$5,675.00

Outstanding Invoices

Number	Date	Balance
53086	8/28/2024	5,675.00
Total		5,675.00

Total Now Due \$11,350.00

Authorized
By:

Date: 9-25-24

Richard Ewing



Survey work for Required
ECO Park Monitoring
Svcs. Bill against RP0007
(Raptor)

INVOICE

Ray Piacente
LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

September 25, 2024
Project No: 24204
Invoice No: 53194

Eco Park
Saltleaf Spine Roads
- 100 % Reimbursed

Invoice Total \$1,310.50

Project 24204 LB Raptor Investments - CCD Work
Please reference CEC Project and Invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from July 1, 2024 to September 5, 2024

Billing Group 01 Misc. Survey & Mapping Services - CDD Work

Professional Personnel

		Hours	Rate	Amount
Principal Surveyor & Mapper				
Ewing, Richard	7/2/2024	1.00	225.00	225.00
Set up crew for Monitoring Well survey				
Ewing, Richard	8/29/2024	.50	225.00	112.50
Convert lat longs to coordinates for field crew search of monitoring wells				
Ewing, Richard	9/4/2024	.50	225.00	112.50
Review notes on MW locations; compile and send to London Bay				
Sr. Technician / Designer				
Ward, Matthew	9/5/2024	.75	126.00	94.50
Monitoring well exhibit				
Survey & Mapping Crew Chief				
Snowman, Mark	7/1/2024	2.00	116.00	232.00
Search for monitoring wells				
Sr. Administrative Associate				
Taylor, Karen	7/1/2024	.50	89.00	44.50
Contract admin				
Taylor, Karen	7/1/2024	1.00	89.00	89.00
Contract admin and corres				
Taylor, Karen	7/3/2024	.50	89.00	44.50
Contract admin				
Survey & Mapping Crew Member				
Collins, Donald	7/1/2024	2.00	89.00	178.00
Search for monitor wells				
Collins, Donald	8/30/2024	2.00	89.00	178.00
Locate monitor wells				
Totals		10.75		1,310.50
Total Labor				

need to verify purpose
monitoring wells for Eco Park
- 100% CDD eligible

Total this Billing Group

1,310.50
\$1,310.50



This invoice is good to pay.
Bill against RP0007, Raptor

INVOICE

LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

November 27, 2024

Project No: 24068

Invoice No: 53403

**Saltleaf Spine Roads
- 100 % Reimbursed**

Invoice Total \$2,837.50

Project 24068

Bayview Residences-RP0006CDD-LB Raptor

Please reference CEC Project and Invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from November 1, 2024 to November 30, 2024

Billing Group 01 Construction Staking Services

Fee

Total Fee 56,750.00

Percent Complete

55.00

Total Earned

31,212.50

Previous Fee Billing

28,375.00

Current Fee Billing

2,837.50

Total Fee

2,837.50

Total this Billing Group

\$2,837.50

Total this Invoice

\$2,837.50

Authorized
By:

Date:

11-27-24

Richard Ewing



This invoice is good
to pay. See below
for job numbers.

October 03, 2024

Project No: EO211088.000

Invoice No: 2409054

Due Date: November 02, 2024

Mr. Craig Klingensmith

~~London Bay Development Company.~~

2210 Vanderbilt Beach Road, Suite 1300

Naples, FL 34109

LB Raptor Investments, LLC?

Project EO211088.000 Saltleaf on Estero Bay | Bayview/Raptor Bay

Professional Services from August 30, 2024 to September 26, 2024

Phase Description	Contract Amount	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Bill against SL Villas - Saltleaf Investments I, LLC (SI000)					
Master Plan Assistance					
Master Plan Assistance (Hourly-NTE)	200,000.00	99.2505	198,501.00	187,581.00	10,920.00
Total Master Plan Assistance	200,000.00		198,501.00	187,581.00	10,920.00
Gatehouse Scenarios (hourly)	20,000.00	30.58	6,116.00	5,566.00	550.00
Bill against LB Raptor Investments, LLC - CDD (RP0007)					
Ritz Entrance & Guardhouse					
Design Development	40,000.00	100.00	40,000.00	40,000.00	0.00
Construction Documents	25,000.00	100.00	25,000.00	25,000.00	0.00
Bidding Assistance & Negotiations (hrly)	0.00	0.00	0.00	0.00	0.00
Construction Observation Visits (hrly)	0.00	0.00	0.00	0.00	0.00
Total Ritz Entrance & Guardhouse	65,000.00		65,000.00	65,000.00	0.00
DOA-1					
Bayview Residences DOA-1 Add Services	16,000.00	97.0313	15,525.00	15,525.00	0.00
Bayview Residences DOA-1 Resubmittal(s)	10,000.00	100.00	10,000.00	10,000.00	0.00
Total DOA-1	26,000.00		25,525.00	25,525.00	0.00
Marina-Add'l Parking Lot					
Development Order Submittal	8,000.00	0.00	0.00	0.00	0.00
Construction Observation (hourly)	4,000.00	0.00	0.00	0.00	0.00
Ongoing Design Coordination (hourly)	1,500.00	0.00	0.00	0.00	0.00
Total Marina-Add'l Parking Lot	13,500.00		0.00	0.00	0.00
Spine Road Realignment					
Design Development	10,500.00	0.00	0.00	0.00	0.00
Construction Documents	11,000.00	0.00	0.00	0.00	0.00
Bidding Assistance & Negotiations (hrly)	0.00	0.00	0.00	0.00	0.00
Construction Observation Visits (hrly)	0.00	0.00	0.00	0.00	0.00
Total Spine Road Realignment	21,500.00		0.00	0.00	0.00
Bayview Branded Residences					
Conceptual Design	69,250.00	100.00	69,250.00	69,250.00	0.00
Schematic Design-EDSA	64,750.00	100.00	64,750.00	64,750.00	0.00

Project	EO211088.000	Saltleaf on Estero Bay			Invoice	2409054
Schematic Design-Cloward		54,000.00	100.00	54,000.00	54,000.00	0.00
Design Development-EDSA		95,250.00	100.00	95,250.00	95,250.00	0.00
Design Development-Cloward		63,000.00	100.00	63,000.00	63,000.00	0.00
Construction Documents-EDSA		46,000.00	100.00	46,000.00	46,000.00	0.00
Construction Documents-Cloward		63,000.00	100.00	63,000.00	63,000.00	0.00
Construction Administration (Hourly)		102,000.00	98.2304	100,195.00	96,878.00	3,317.00
ASA 2.1 - VE Resubmittal		26,000.00	100.00	26,000.00	26,000.00	0.00
ASA 2.2 - Penthouse Schematic Studies		4,000.00	100.00	4,000.00	4,000.00	0.00
ASA 2.2-Penthouse Add'l Schematic Study		3,000.00	57.4667	1,724.00	1,724.00	0.00
ASR 3: North Tower CDs		25,000.00	100.00	25,000.00	25,000.00	0.00
ASR 3: North Tower Permit Documentation		15,000.00	100.00	15,000.00	15,000.00	0.00
ASR 4: Design Revisions (hourly)		13,500.00	100.00	13,500.00	13,500.00	0.00
Total Bayview Branded Residences		643,750.00		640,669.00	637,352.00	3,317.00
Bill against Bayview - LB Estero Bay Investments, LLC (EB0002)						
Bayview Sales Center						
Conceptual Design		26,500.00	100.00	26,500.00	26,500.00	0.00
Schematic Design		37,800.00	100.00	37,800.00	37,800.00	0.00
Design Development		42,900.00	100.00	42,900.00	42,900.00	0.00
Construction Documents		25,000.00	100.00	25,000.00	25,000.00	0.00
Construction Administration (Hourly)		29,000.00	98.4483	28,550.00	28,550.00	0.00
Total Bayview Sales Center		161,200.00		160,750.00	160,750.00	0.00
Raptor Bay Golf Clubhouse						
Conceptual Design		29,800.00	100.00	29,800.00	29,800.00	0.00
Schematic Design		55,000.00	0.00	0.00	0.00	0.00
Design Development		62,500.00	0.00	0.00	0.00	0.00
Construction Documents		39,560.00	0.455	180.00	180.00	0.00
Construction Administration (Hourly)		0.00	0.00	0.00	0.00	0.00
Total Raptor Bay Golf Clubhouse		186,860.00		29,980.00	29,980.00	0.00
Main Community Entrance						
Conceptual/Schematic Design		10,000.00	100.00	10,000.00	10,000.00	0.00
Design Development		25,000.00	100.00	25,000.00	25,000.00	0.00
Construction Documents		12,500.00	100.00	12,500.00	12,500.00	0.00
Bidding Assistance (hourly)		500.00	36.00	180.00	180.00	0.00
Construction Observation Visits (hourly)		1,000.00	54.00	540.00	540.00	0.00
Total Main Community Entrance		49,000.00		48,220.00	48,220.00	0.00
Development Order Submittal Docs		10,000.00	100.00	10,000.00	10,000.00	0.00
Cloward Change Orders						
Change Order 1		13,500.00	100.00	13,500.00	13,500.00	0.00
Total Cloward Change Orders		13,500.00		13,500.00	13,500.00	0.00
Bill against Saltleaf Marina Investments, LLC (SM0007)						
Restaurant						
Design Development		35,000.00	100.00	35,000.00	35,000.00	0.00
Construction Documents		20,000.00	100.00	20,000.00	20,000.00	0.00
Bidding Assistance & Negotiations (hrly)		4,000.00	93.35	3,734.00	3,349.00	385.00
Construction Observation Visits (hrly)		0.00	0.00	0.00	0.00	0.00
Total Restaurant		59,000.00		58,734.00	58,349.00	385.00
Total Fee		1,469,310.00		1,256,995.00	1,241,823.00	15,172.00

FILED BY: JAMES L. LEWIS, CLERK OF SUPERIOR COURT, SAN JOSE, CALIF. TEL: (408) 289-2000 FAX: (408) 289-2001

Project	EO211088.000	Saltleaf on Estero Bay	Invoice	2409054
		Total Fee		15,172.00
			Total This Invoice	\$15,172.00

Outstanding Invoices

Number	Date	Balance
2408089	9/12/2024	16,566.48
Total		16,566.48

Bank Account Details
 Bank: Regions Bank
 ABA: 062005690
 ACH Only Routing #: 063104668
 Swift Code: UPNBUS44
 Account Name: EDSA, Inc.
 Account: 0352644561

Please reference project name and invoice number on wiring details



Saltleaf Marina Offsite - 100% Reimbursement
Saltleaf Gatehouse/Hardscape (Raptor) - 100% Reimbursement

LB Estero Bay Investments, LLC
LB Estero Bay Investments II, LLC
LB Raptor Investments, LLC
Saltleaf Marina Investments, LLC

October 03, 2024
Project No: EO211088.000
Invoice No: 2409054
Due Date: November 02, 2024

Project EO211088.000 Saltleaf on Estero Bay | Bayview/Raptor Bay
Professional Services from August 30, 2024 to September 26, 2024

Phase Description	Contract Amount	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Master Plan Assistance					
Master Plan Assistance (Hourly-NTE)	200,000.00	99.2505	198,501.00	187,581.00	10,920.00
Total Master Plan Assistance	200,000.00		198,501.00	187,581.00	10,920.00
Gatehouse Scenarios (hourly)	20,000.00	30.58	6,116.00	5,566.00	550.00
Ritz Entrance & Guardhouse					
Design Development	40,000.00	100.00	40,000.00	40,000.00	0.00
Construction Documents	25,000.00	100.00	25,000.00	25,000.00	0.00
Bidding Assistance & Negotiations (hrly)	0.00	0.00	0.00	0.00	0.00
Construction Observation Visits (hrly)	0.00	0.00	0.00	0.00	0.00
Total Ritz Entrance & Guardhouse	65,000.00		65,000.00	65,000.00	0.00
DOA-1					
Bayview Residences DOA-1 Add Services	16,000.00	97.0313	15,525.00	15,525.00	0.00
Bayview Residences DOA-1 Resubmittal(s)	10,000.00	100.00	10,000.00	10,000.00	0.00
Total DOA-1	26,000.00		25,525.00	25,525.00	0.00
Marina-Add'l Parking Lot					
Development Order Submittal	8,000.00	0.00	0.00	0.00	0.00
Construction Observation (hourly)	4,000.00	0.00	0.00	0.00	0.00
Ongoing Design Coordination (hourly)	1,500.00	0.00	0.00	0.00	0.00
Total Marina-Add'l Parking Lot	13,500.00		0.00	0.00	0.00
Spine Road Realignment					
Design Development	10,500.00	0.00	0.00	0.00	0.00
Construction Documents	11,000.00	0.00	0.00	0.00	0.00
Bidding Assistance & Negotiations (hrly)	0.00	0.00	0.00	0.00	0.00
Construction Observation Visits (hrly)	0.00	0.00	0.00	0.00	0.00
Total Spine Road Realignment	21,500.00		0.00	0.00	0.00
Bayview Branded Residences					
Conceptual Design	69,250.00	100.00	69,250.00	69,250.00	0.00
Schematic Design-EDSA	64,750.00	100.00	64,750.00	64,750.00	0.00

What does this entail? Public gatehouse design options

Project	EO211088.000	Saltleaf on Estero Bay			Invoice	2409054
Schematic Design-Cloward		54,000.00	100.00	54,000.00	54,000.00	0.00
Design Development-EDSA		95,250.00	100.00	95,250.00	95,250.00	0.00
Design Development-Cloward		63,000.00	100.00	63,000.00	63,000.00	0.00
Construction Documents-EDSA		46,000.00	100.00	46,000.00	46,000.00	0.00
Construction Documents-Cloward		63,000.00	100.00	63,000.00	63,000.00	0.00
Construction Administration (Hourly)		102,000.00	98.2304	100,195.00	96,878.00	3,317.00
ASA 2.1 - VE Resubmittal		26,000.00	100.00	26,000.00	26,000.00	0.00
ASA 2.2 - Penthouse Schematic Studies		4,000.00	100.00	4,000.00	4,000.00	0.00
ASA 2.2-Penthouse Add'l Schematic Study		3,000.00	57.4667	1,724.00	1,724.00	0.00
ASR 3: North Tower CDs		25,000.00	100.00	25,000.00	25,000.00	0.00
ASR 3: North Tower Permit Documentation		15,000.00	100.00	15,000.00	15,000.00	0.00
ASR 4: Design Revisions (hourly)		13,500.00	100.00	13,500.00	13,500.00	0.00
Total Bayview Branded Residences		643,750.00		640,669.00	637,352.00	3,317.00
Bayview Sales Center						
Conceptual Design		26,500.00	100.00	26,500.00	26,500.00	0.00
Schematic Design		37,800.00	100.00	37,800.00	37,800.00	0.00
Design Development		42,900.00	100.00	42,900.00	42,900.00	0.00
Construction Documents		25,000.00	100.00	25,000.00	25,000.00	0.00
Construction Administration (Hourly)		29,000.00	98.4483	28,550.00	28,550.00	0.00
Total Bayview Sales Center		161,200.00		160,750.00	160,750.00	0.00
Raptor Bay Golf Clubhouse						
Conceptual Design		29,800.00	100.00	29,800.00	29,800.00	0.00
Schematic Design		55,000.00	0.00	0.00	0.00	0.00
Design Development		62,500.00	0.00	0.00	0.00	0.00
Construction Documents		39,560.00	0.455	180.00	180.00	0.00
Construction Administration (Hourly)		0.00	0.00	0.00	0.00	0.00
Total Raptor Bay Golf Clubhouse		186,860.00		29,980.00	29,980.00	0.00
Main Community Entrance						
Conceptual/Schematic Design		10,000.00	100.00	10,000.00	10,000.00	0.00
Design Development		25,000.00	100.00	25,000.00	25,000.00	0.00
Construction Documents		12,500.00	100.00	12,500.00	12,500.00	0.00
Bidding Assistance (hourly)		500.00	36.00	180.00	180.00	0.00
Construction Observation Visits (hourly)		1,000.00	54.00	540.00	540.00	0.00
Total Main Community Entrance		49,000.00		48,220.00	48,220.00	0.00
Development Order Submittal Docs		10,000.00	100.00	10,000.00	10,000.00	0.00
Cloward Change Orders						
Change Order 1		13,500.00	100.00	13,500.00	13,500.00	0.00
Total Cloward Change Orders		13,500.00		13,500.00	13,500.00	0.00
Restaurant						
Design Development		35,000.00	100.00	35,000.00	35,000.00	0.00
Construction Documents		20,000.00	100.00	20,000.00	20,000.00	0.00
Bidding Assistance & Negotiations (hrly)		4,000.00	93.35	3,734.00	3,349.00	385.00
Construction Observation Visits (hrly)		0.00	0.00	0.00	0.00	0.00
Total Restaurant		59,000.00		58,734.00	58,349.00	385.00
Total Fee		1,469,310.00		1,256,995.00	1,241,823.00	15,172.00

PAYMENT COUPON

/4115006400163000279134180047865930033596723

LB RAPTOR INVESTMENTS, LLC
2210 VANDERBILT BEACH RD STE 1300*
NAPLES FL 34109

Cust. No.: 3000279134	Bill No.: 1800478659
Payment Due Upon Receipt	Amount Due This Bill \$ 335,967.23
Reference# 1J.D00011385982	

Your payment may be eligible to be paid online. Visit www.fpl.com/construction to learn more. You can also mail a check payable to FPL in USD to the FPL address listed below right. Please mail the top portion of the coupon with your check.

FPL
General Mail Facility
Miami FL 33188-0001

Spine Road Power
Relocation (Raptor) -
100% Reimbursable

Please retain this portion for your records.

Florida Power & Light Company
Federal Tax Id.#: 59-0247775
Customer Name and Address

Customer Number: **3000279134**
Reference Number: **1J.D00011385982**
Bill Number: **1800478659**
Bill Date: **09/09/2024**

LB RAPTOR INVESTMENTS, LLC
2210 VANDERBILT BEACH RD STE 1300*
NAPLES FL 34109

CURRENT CHARGES AND CREDITS

Customer No: 3000279134 Bill No: 1800478659

Description	Amount
RMV/RELOC/4840 COCONUT RD Reference# 1J.D00011385982	335,967.23
For Inquiries Contact: Robert Proben 239 353-6070	Total Amount Due \$335,967.23 Payment Due Upon Receipt

private utility -

CDD eligibility

1 hour to

relocation of

existing / cut allentree

from OH to US

Per conversation with CDD Engineer, the tariff for the relocation of services along spine roads may be reimbursed by CDD. Per this, billing against RP0006 for now. Will need to follow-up with the CDD attorney and adjust if/when final decision is made

what does
this
entail?
contract?



323 W Drake Rd, Suite 204
Fort Collins, CO 80526

This invoice is good to
pay. Bill against RP0007
(Raptor)

Invoice

DATE	INVOICE #
10/16/2024	10952

TERMS
Net 60

BILL TO
LB RAPTOR INVESTMENTS LLC 2210 Vanderbilt Beach Rd. Naples, FL 34109

Handwritten notes:
! Same invoice
OK item to
Saltleaf
Investment LLC

Handwritten note:
Spine Road/Coconut
Road Irrigation -
100% Reimbursable

PROJECT
Saltleaf Roadways Performance Specs

Description	Rate	Amount
Task 1: Irrigation Performance Specifications	1,800.00	1,800.00
PLEASE, MAKE PAYMENT TO HINES INC VIA CHECK OR ACH. THANK YOU!		Total \$1,800.00

970-282-1800



PASSARELLA & ASSOCIATES, INC.

13620 Metropolis Avenue
Suite 200
Fort Myers, FL 33912
239-274-0067

This invoice is good to pay.
Bill against RP0007, Raptor
-CDD (Desing/Permitting
for SL Spine Road Ext)

In Account With

LBRaptor, LLC

Kersey Smoot Investments, LLC
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

SL Blvd Perm Rd Ext -
100% Reimbursed

public. Road
only

Raptor Bay

Project #20LBR3290 (Invoice 1D)

December 09, 2024

For services rendered in connection with the Salt Leaf Boulevard Connection ("Project") located in Sections 6 and 7, Township 47 South, Range 25 East, Lee County, Florida per Professional Services Agreement dated September 24, 2024.

Professional services through November 30, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
1.D Update FLUCFCS Map	2,500.00	0	0.00	0.00	0.00
2.D Heritage Tree Survey for LDO	3,900.00	0	0.00	0.00	0.00
3.D Protected Species Survey for LDO	5,800.00	0	0.00	0.00	0.00
4.D SFWMD Minor ERP Modification	3,500.00	15	0.00	525.00	525.00
5.D SFWMD Minor ERP Modification Review	2,200.00	0	0.00	0.00	0.00
6.D Lee County LDO Application	3,800.00	0	0.00	0.00	0.00
7.D Lee County LDO Review	2,200.00	0	0.00	0.00	0.00
8.D City LDO Application	3,800.00	0	0.00	0.00	0.00
9.D City LDO Review	2,200.00	0	0.00	0.00	0.00
10.D Meetings and General Consultation	4,000.00	3	0.00	125.00	125.00
99.D Reimbursables	0.00	0	0.00	0.00	0.00
Total	33,900.00		0.00	650.00	650.00

Professional Services Due This Invoice: **650.00**

Task 10.D Meetings and General Consultation

	Hours	Rate	Billed Amount
<u>Senior Ecologist III - Office</u>			
11/19/2024 Virtual team meeting	0.25	250.00	62.50
11/20/2024 Coordination with project team re: site boundary	0.25	250.00	62.50
Task subtotal			125.00



PASSARELLA & ASSOCIATES INC

13620 Metropolis Avenue
Suite 200
Fort Myers, FL 33912
239-274-0067

Conservation Esmts -
Mangrove Trimming
100% Reimbursed

This invoice is good to
Pay. Bill against
RP0007 (CDD),
Raptor CE Mangrove
Trimming

In Account With

LB Raptor Investments, LLC
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

Raptor Bay

Project #20LBR3290 (Invoice 1E)

October 23, 2024

For services rendered in connection with the Raptor Bay ("Project") located in Sections 5, 6, 7, and 8: Township 47 South; Range 25 East; Lee County, Florida per Professional Services Agreement dated October 9, 2024.

Professional services through September 30,2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
1.E Preliminary Site Inspection	1,500.00	0	0.00	0.00	0.00
2.E SFWMD Minor ERP Modification Application	3,400.00	10	0.00	340.00	340.00
3.E SFWMD Minor ERP Modification Application Review	2,500.00	0	0.00	0.00	0.00
4.E Meetings and General Consultation	3,500.00	0	0.00	0.00	0.00
99.E Reimbursables	0.00	0	0.00	0.00	0.00
Total	10,900.00		0.00	340.00	340.00

Professional Services Due This Invoice:

340.00



PASSARELLA & ASSOCIATES INC

13620 Metropolis Avenue
Suite 200
Fort Myers, FL 33912
239-274-0067

In Account With
LB Raptor Investments, LLC
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

This invoice is good to
Pay. Bill against
RP0007, Raptor

Conservation Esmts -
Mangrove Trimming
100% Reimbursed

Raptor Bay

Project #20LBR3290 (Invoice 2E)

November 08, 2024

For services rendered in connection with the Raptor Bay ("Project") located in Sections 5, 6, 7, and 8: Township 47 South; Range 25 East; Lee County, Florida per Professional Services Agreement dated October 9, 2024.

Professional services through October 31, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
1.E Preliminary Site Inspection	1,500.00	100	0.00	1,500.00	1,500.00
2.E SFWMD Minor ERP Modification Application	3,400.00	50	340.00	1,700.00	1,360.00
3.E SFWMD Minor ERP Modification Application Review	2,500.00	0	0.00	0.00	0.00
4.E Meetings and General Consultation	3,500.00	7	0.00	250.00	250.00
99.E Reimbursables	0.00	0	0.00	0.00	0.00
Total	10,900.00		340.00	3,450.00	3,110.00

Professional Services Due This Invoice: **3,110.00**

Task 4.E Meetings and General Consultation

	Hours	Rate	Billed Amount
Senior Ecologist III - Office			
10/02/2024 Permit application coordination meeting	0.50	250.00	125.00
10/04/2024 Permit application coordination meeting	0.50	250.00	125.00
Task subtotal			250.00



PASSARELLA & ASSOCIATES INC

13620 Metropolis Avenue
Suite 200
Fort Myers, FL 33912
239-274-0067

This invoice is good to
pay. Bill against RP0007
(CDD), Raptor ECO Park

In Account With

LBRaptor, LLC

Kersey Smoot Investments, LLC
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

Raptor Bay

Project #20LBR3290 (Invoice 25B)

October 23, 2024

For services rendered in connection with the Raptor Bay ("Project") located in Sections 5, 6, 7, and 8: Township 47 South; Range 25 East; Lee County, Florida per Professional Services Agreement dated January 20, 2022.

Professional services through September 30, 2024

ECO Park -
100% Reimbursed

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
1.B Eastern Indigo Snake Protection Measures	2,500.00	100	2,500.00	2,500.00	0.00
2.B Pre-Construction Surveys for Big Cypress Fox Squirrel Nests	14,500.00	100	14,500.00	14,500.00	0.00
3.B Big Cypress Fox Squirrel Nest Observations	9,500.00	0	0.00	0.00	0.00
4.B Florida Bonneted Bat Acoustic and Emergence Survey	28,000.00	100	28,000.00	28,000.00	0.00
5.B Pre-Construction General Consultation and Meetings	6,500.00	100	6,500.00	6,500.00	0.00
6.B Update Gopher Tortoise Survey	20,000.00	100	20,000.00	20,000.00	0.00
7.B Gopher Tortoise Relocation Activities	95,000.00	100	95,000.00	95,000.00	0.00
8.B Baseline Monitoring and Report for Wetland Enhancement Areas	6,000.00	100	6,000.00	6,000.00	0.00
9.B Water Level Monitoring Well Installation	3,500.00	100	3,500.00	3,500.00	0.00
10.B Mitigation Observations Through Time-Zero Monitoring	8,500.00	100	8,500.00	8,500.00	0.00
11.B Time-Zero Monitoring and Report for Wetland Enhancement Areas	6,000.00	100	6,000.00	6,000.00	0.00
12.B First Year Mitigation Observations	5,000.00	100	5,000.00	5,000.00	0.00
13.B First Year Water Level Monitoring	3,500.00	100	3,500.00	3,500.00	0.00
14.B First Annual Wetland Monitoring and Report for Wetland Enhancement Areas	6,000.00	90	0.00	5,400.00	5,400.00
15.B Second Year Mitigation Observations	5,000.00	0	0.00	0.00	0.00
16.B Second Year Water Level Monitoring	3,500.00	0	0.00	0.00	0.00
17.B Second Annual Wetland Monitoring and Report for Wetland Enhancement Areas	6,000.00	0	0.00	0.00	0.00
18.B Third Year Mitigation Observations	5,000.00	0	0.00	0.00	0.00
19.B Third Year Water Level Monitoring	3,500.00	0	0.00	0.00	0.00
20.B Third Annual Wetland Monitoring and Report for Wetland Enhancement Areas	6,000.00	0	0.00	0.00	0.00
21.B Fourth Year Mitigation Observations	5,000.00	0	0.00	0.00	0.00
22.B Fourth Year Water Level Monitoring	3,500.00	0	0.00	0.00	0.00
23.B Fourth Annual Wetland Monitoring and Report for Wetland Enhancement Areas	7,000.00	0	0.00	0.00	0.00
24.B Fifth Year Mitigation Observations	5,000.00	0	0.00	0.00	0.00

RP0007

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
25.B Fifth Year Water Level Monitoring	3,500.00	0	0.00	0.00	0.00
26.B Fifth Annual Wetland Monitoring and Report for Wetland Enhancement Areas	7,500.00	0	0.00	0.00	0.00
99.B Reimbursables	0.00	0	607.87	607.87	0.00
Total	275,000.00		199,607.87	205,007.87	5,400.00

Professional Services Due This Invoice: 5,400.00



PASSARELLA & ASSOCIATES INC

13620 Metropolis Avenue
Suite 200
Fort Myers, FL 33912
239-274-0067

In Account With

LBRaptor, LLC

Kersey Smoot Investments, LLC
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

This invoice is good to
pay. Bill against
RP0007, Raptor (Eco
Park-CDD)

ECO Park -
100% Reimbursed

Raptor Bay

Project #20LBR3290 (Invoice 26B)

November 08, 2024

For services rendered in connection with the Raptor Bay ("Project") located in Sections 5, 6, 7, and 8: Township
47 South; Range 25 East; Lee County, Florida per Professional Services Agreement dated January 20, 2022.

Professional services through October 31,2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
1.B Eastern Indigo Snake Protection Measures	2,500.00	100	2,500.00	2,500.00	0.00
2.B Pre-Construction Surveys for Big Cypress Fox Squirrel Nests	14,500.00	100	14,500.00	14,500.00	0.00
3.B Big Cypress Fox Squirrel Nest Observations	9,500.00	0	0.00	0.00	0.00
4.B Florida Bonneted Bat Acoustic and Emergence Survey	28,000.00	100	28,000.00	28,000.00	0.00
5.B Pre-Construction General Consultation and Meetings	6,500.00	100	6,500.00	6,500.00	0.00
6.B Update Gopher Tortoise Survey	20,000.00	100	20,000.00	20,000.00	0.00
7.B Gopher Tortoise Relocation Activities	95,000.00	100	95,000.00	95,000.00	0.00
8.B Baseline Monitoring and Report for Wetland Enhancement Areas	6,000.00	100	6,000.00	6,000.00	0.00
9.B Water Level Monitoring Well Installation	3,500.00	100	3,500.00	3,500.00	0.00
10.B Mitigation Observations Through Time-Zero Monitoring	8,500.00	100	8,500.00	8,500.00	0.00
11.B Time-Zero Monitoring and Report for Wetland Enhancement Areas	6,000.00	100	6,000.00	6,000.00	0.00
12.B First Year Mitigation Observations	5,000.00	100	5,000.00	5,000.00	0.00
13.B First Year Water Level Monitoring	3,500.00	100	3,500.00	3,500.00	0.00
14.B First Annual Wetland Monitoring and Report for Wetland Enhancement Areas	6,000.00	100	5,400.00	6,000.00	600.00
15.B Second Year Mitigation Observations	5,000.00	0	0.00	0.00	0.00
16.B Second Year Water Level Monitoring	3,500.00	0	0.00	0.00	0.00
17.B Second Annual Wetland Monitoring and Report for Wetland Enhancement Areas	6,000.00	0	0.00	0.00	0.00
18.B Third Year Mitigation Observations	5,000.00	0	0.00	0.00	0.00
19.B Third Year Water Level Monitoring	3,500.00	0	0.00	0.00	0.00
20.B Third Annual Wetland Monitoring and Report for Wetland Enhancement Areas	6,000.00	0	0.00	0.00	0.00
21.B Fourth Year Mitigation Observations	5,000.00	0	0.00	0.00	0.00
22.B Fourth Year Water Level Monitoring	3,500.00	0	0.00	0.00	0.00
23.B Fourth Annual Wetland Monitoring and Report for Wetland Enhancement Areas	7,000.00	0	0.00	0.00	0.00
24.B Fifth Year Mitigation Observations	5,000.00	0	0.00	0.00	0.00

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
25.B Fifth Year Water Level Monitoring	3,500.00	0	0.00	0.00	0.00
26.B Fifth Annual Wetland Monitoring and Report for Wetland Enhancement Areas	7,500.00	0	0.00	0.00	0.00
99.B Reimbursables	0.00	0	607.87	607.87	0.00
Total	275,000.00		205,007.87	205,607.87	600.00

Professional Services Due This Invoice: 600.00

PROFESSIONAL SERVICES AGREEMENT

SECTION 1 – GENERAL

THIS IS AN AGREEMENT made as of _____, 2024, between **LB Raptor Investments, LLC** (“CLIENT”) and **Passarella & Associates, Inc.** (“CONSULTANT”).

This Agreement is for Raptor Bay (“Project”) located in Sections 5, 6, 7, and 8; Township 47 South; Range 25 East; Lee County, Florida.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional ecological services (“Services”) by CONSULTANT with respect to the Project and the payment for those services by CLIENT as set forth below.

CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

SECTION 2 – SCOPE OF SERVICES

Execution of this Agreement by CONSULTANT and CLIENT constitutes CLIENT’S written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, (“Scope of Services”) and in the other exhibits listed below. This Agreement will become effective on the date first above written.

SECTION 3 – COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled “Scope of Services,” the CLIENT shall compensate the CONSULTANT as provided in Exhibit B.

For Reimbursable Expenses, in addition to payments provided for CONSULTANT and CONSULTANT’S Sub-Consultants, CLIENT shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

Invoices for CONSULTANT’S services, Sub-Consultants, and Reimbursable Expenses will be prepared in accordance with CONSULTANT’S standard invoicing practices and will be submitted to CLIENT by CONSULTANT at least monthly. The amount billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT’S invoice, CONSULTANT may, after giving seven day’s written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the CLIENT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the

charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

SECTION 4 – STANDARD OF PERFORMANCE

The standard of care for all professional consulting and related services furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with CONSULTANT's services.

SECTION 5 – LIMITATION OF LIABILITY

CONSULTANT's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including CONSULTANT's professional negligent acts, errors, or omissions, shall not exceed the CONSULTANT's compensation, and CLIENT hereby releases and holds harmless CONSULTANT from any liability above such amount.

SECTION 6 – COUNTERPARTS

This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

SECTION 7 – EXHIBITS

This Agreement is subject to the provisions of the following Exhibits (if checked) which are attached to and made a part of this Agreement:

- | | |
|------------|---|
| Exhibit A. | ☒ "Scope of Services" |
| Exhibit B. | ☒ "Compensation" |
| Exhibit C. | ☒ "Consultant's Hourly Rate Schedule" |
| Exhibit D. | ☒ "Reimbursables" |

IN WITNESS WHEREOF, the parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. CLIENT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As CLIENT or CLIENT's legal representative, I have read, understand, and agree to the business terms and conditions contained herein including the CONSULTANT's Limited Liability section of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CLIENT:

LB Raptor Investments, LLC

[Signature]
Signature

By: Craig Klingenstein
Name Typed or Printed

Title: V.P.

Address for giving notices:

LB Raptor Investments, LLC
2210 Vanderbilt Beach Road, Suite 1300
Naples, Florida 34109
Phone: (239) 449-1511
Fax: () -

CONSULTANT:

Passarella & Associates, Inc.

[Signature]
Signature

By: Kenneth C. Passarella
Name Typed or Printed

Title: President

Address for giving notices:

Passarella & Associates, Inc.
13620 Metropolis Avenue, Suite 200
Fort Myers, Florida 33912
Phone: (239) 274-0067
Fax: (239) 274-0069

Attest: _____
Signature

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 19th day of September, 2024, by Craig Klingenstein who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public
Name typed, printed or stamped

(Seal)



EXHIBIT A

Exhibit A consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2024.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:
CLIENT 
CONSULTANT _____

SCOPE OF SERVICES

<u>Task</u>	<u>Description</u>
1.0	Preliminary Site Inspection
1.1	Conduct site inspection to document existing vegetative conditions along the South Florida Water Management District (SFWMD) conservation easement boundary.
1.2	Coordinate site inspection with Client and construction contractor.
2.0	SFWMD Minor Environmental Resource Permit (ERP) Modification Application
2.1	Prepare and submit permit modification application to SFWMD which will include a vegetation trimming plan along the conservation easement and a request for permit transfer to the long-term management entity.
2.2	Coordinate permit application with Client.
3.0	SFWMD Minor ERP Modification Application Review
3.1	Prepare environmental responses to one request for additional information from SFWMD.
3.2	Coordinate Project review with SFWMD staff and Project team.
4.0	Meetings and General Consultation
4.1	Attend one site visit/meeting with SFWMD staff.
4.2	Attend meeting/conference calls with Project team.
4.3	Assist Client with a SFWMD ERP transfer for Bayview.

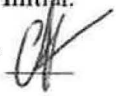
The following assumptions were used for the development of Consultant's work scope and costs:

- Work scope does not include application fees that may be required by SFWMD.
- A separate mangrove trimming permit will not be required from the SFWMD or the Florida Department of Environmental Protection.

EXHIBIT B

Exhibit B consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2024.

Initial:

CLIENT 

CONSULTANT _____

COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services," the CLIENT shall compensate the CONSULTANT as follows:

Task	Description	Fee Type	Amount
1.0	Preliminary Site Inspection	LS	\$ 1,500.00
2.0	SFWMD Minor ERP Modification Application	LS	\$ 3,400.00
3.0	SFWMD Minor ERP Modification Application Review	T&M	\$ 2,500.00
4.0	Meetings and General Consultation	T&M	\$ 3,500.00
Total:			\$10,900.00

100%
CON
Eggle

Fee Type Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT's services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing.

Time and Materials (T & M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's hourly rate schedule in effect at the time the services are rendered. The current hourly rate schedule is included as Exhibit C of this Professional Services Agreement. CONSULTANT shall provide CLIENT with CONSULTANT's annual increases to the current standard billing rate 30 days prior to incurring costs under any rate increases.

EXHIBIT C

Exhibit C consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2024.

Initial:

CLIENT

CONSULTANT

CONSULTANT'S HOURLY RATE SCHEDULE

Principal	\$300.00/hr.
Senior Ecologist III	\$250.00/hr.
Senior Ecologist II	\$200.00/hr.
Senior Ecologist I	\$180.00/hr.
Ecologist III	\$160.00/hr.
Ecologist II	\$140.00/hr.
Ecologist I	\$125.00/hr.
Environmental Technician	\$105.00/hr.
GIS Manager	\$175.00/hr.
GIS Analyst III	\$150.00/hr.
GIS Analyst II	\$130.00/hr.
GIS Analyst I	\$110.00/hr.
AutoCAD Manager	\$175.00/hr.
AutoCAD III	\$150.00/hr.
AutoCAD II	\$130.00/hr.
AutoCAD I	\$110.00/hr.
Administrative Assistant III	\$ 95.00/hr.
Administrative Assistant II	\$ 80.00/hr.
Administrative Assistant I	\$ 65.00/hr.
Reimbursable Expenses	Cost

EXHIBIT D

Exhibit D consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2024.

Initial:

CLIENT



CONSULTANT _____

CONSULTANT'S REIMBURSABLES

Bond (line dwg. with no aerials or other graphics)	\$10.00 (24x36); \$20.00 (36x48); \$25.00 (36x62) Other sizes – \$1.67 per square foot *Mounted Billed at Cost
Aerial Photos	\$30.00 (24x36); \$60.00 (36x48); \$75.00 (36x62) Other sizes - \$5.00 per square foot *Mounted Billed at Cost
Color Photos	\$2.75 (8x11); \$3.00 (8x14); \$3.50 (11x17)
Xerox	\$0.15 (8x11); \$0.25 (8x14); \$0.35 (11x17)
Courier	Billed at Cost
FedEx/Overnight Delivery	Billed at Cost

PROFESSIONAL SERVICES AGREEMENT

SECTION 1 – GENERAL

THIS IS AN AGREEMENT made as of September 24, 2024, between LB Raptor Investments, LLC (“CLIENT”) and Passarella & Associates, Inc. (“CONSULTANT”).

This Agreement is for the Salt Leaf Boulevard Connection (“Project”) located in Sections 6 and 7, Township 47 South, Range 25 East, Lee County, Florida.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional ecological services (“Services”) by CONSULTANT with respect to the Project and the payment for those services by CLIENT as set forth below.

CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

SECTION 2 – SCOPE OF SERVICES

Execution of this Agreement by CONSULTANT and CLIENT constitutes CLIENT’S written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, (“Scope of Services”) and in the other exhibits listed below. This Agreement will become effective on the date first above written.

SECTION 3 – COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled “Scope of Services,” the CLIENT shall compensate the CONSULTANT as provided in Exhibit B.

For Reimbursable Expenses, in addition to payments provided for CONSULTANT and CONSULTANT’s Sub-Consultants, CLIENT shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

Invoices for CONSULTANT’s services, Sub-Consultants, and Reimbursable Expenses will be prepared in accordance with CONSULTANT’s standard invoicing practices and will be submitted to CLIENT by CONSULTANT at least monthly. The amount billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT’s invoice, CONSULTANT may, after giving seven day’s written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the CLIENT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the

charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

SECTION 4 – STANDARD OF PERFORMANCE

The standard of care for all professional consulting and related services furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with CONSULTANT's services.

SECTION 5 – LIMITATION OF LIABILITY

CONSULTANT's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including CONSULTANT's professional negligent acts, errors, or omissions, shall not exceed the CONSULTANT's compensation, and CLIENT hereby releases and holds harmless CONSULTANT from any liability above such amount.

SECTION 6 – COUNTERPARTS

This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

SECTION 7 – EXHIBITS

This Agreement is subject to the provisions of the following Exhibits (if checked) which are attached to and made a part of this Agreement:

- | | |
|------------|---|
| Exhibit A. | ☒ "Scope of Services" |
| Exhibit B. | ☒ "Compensation" |
| Exhibit C. | ☒ "Consultant's Hourly Rate Schedule" |
| Exhibit D. | ☒ "Reimbursables" |

IN WITNESS WHEREOF, the parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. CLIENT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As CLIENT or CLIENT's legal representative, I have read, understand, and agree to the business terms and conditions contained herein including the CONSULTANT's Limited Liability section of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CLIENT:

LB Raptor Investments, LLC

[Signature]
Signature

By: Craig Kenneth Smith
Name Typed or Printed

Title: V.P.

Address for giving notices:

LB Raptor Investments, LLC
2210 Vanderbilt Beach Road, Suite 1300
Naples, Florida 34109
Phone: (239) 449-1511
Fax: () -

CONSULTANT:

Passarella & Associates, Inc.

[Signature]
Signature

By: Kenneth C. Passarella
Name Typed or Printed

Title: President

Address for giving notices:

Passarella & Associates, Inc.
13620 Metropolis Avenue, Suite 200
Fort Myers, Florida 33912
Phone: (239) 274-0067
Fax: (239) 274-0069

Attest: _____

Signature

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of Fla.
County of Collier

The foregoing instrument was acknowledged before me this 28 day of Sept, 2024, by Craig Kenneth Smith who is personally known to me or who has produced _____ as identification.

Notary Public

Name typed, printed or stamped

[Signature]

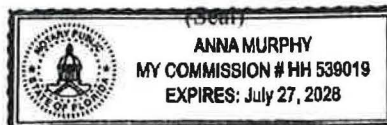


EXHIBIT A

Exhibit A consisting of two (2) pages referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated 9/24, 2024.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:

CLIENT

CONSULTANT

SCOPE OF SERVICES

<u>Task</u>	<u>Description</u>
1.0	Update Florida Land Use, Cover and Forms Classification System (FLUCFCS) Map
1.1	Conduct field work to update vegetation mapping per FLUCFCS.
1.2	Prepare FLUCFCS map in AutoCAD Map 3D 2024 format.
2.0	Heritage Tree Survey for Limited Development Order (LDO)
2.1	Conduct heritage tree survey per City of Bonita Springs (City) standards.
2.2	Prepare aerial map showing locations of heritage trees.
2.3	Coordinate results of heritage tree survey with Client.
3.0	Protected Species Survey for LDO
3.1	Conduct protected species survey per Lee County and City standards.
3.2	Prepare map showing approximate location of listed species documented during survey.
3.3	Prepare separate reports for Lee County and City summarizing results of survey.
4.0	South Florida Water Management District (SFWMD) Minor Environmental Resource Permit (ERP) Modification
4.1	Prepare environmental items for Project engineer's submittal to SFWMD.
4.2	Coordinate preparation of permit application with Project team.
5.0	SFWMD Minor ERP Modification Review
5.1	Prepare environmental responses to one request for additional information from SFWMD.
5.2	Coordinate Project review with SFWMD staff and Project team.
6.0	Lee County LDO Application
6.1	Prepare environmental items for Project engineer's submittal to Lee County.
6.2	Coordinate preparation of permit application with Project team.
7.0	Lee County LDO Review
7.1	Prepare environmental responses to one request for additional information from Lee County.

<u>Task</u>	<u>Description</u>
7.2	Coordinate Project review with Lee County staff and Project team.
8.0	City LDO Application
8.1	Prepare environmental items for Project engineer's submittal to the City.
8.2	Coordinate preparation of permit application with Project team.
9.0	City LDO Review
9.1	Prepare environmental responses to one request for additional information from the City.
9.2	Coordinate Project review with City staff and Project team.
10.0	Meetings and General Consultation
10.1	Attend one site visit/meeting with SFWMD, Lee County, and City staff.
10.2	Attend one City heritage tree review board meeting.
10.3	Attend meeting/conference calls with Project team.

The following assumptions were used for the development of Consultant's work scope and costs:

- The Project area does not contain wetlands.
- No U.S. Army Corps of Engineers permit will be required for the Project.
- Work scope does not include additional wildlife surveys (beyond those specifically identified in the work scope) that may be required by the permitting agencies.
- Work scope does not include coordination with the Florida Fish and Wildlife Conservation Commission or the U.S. Fish and Wildlife Service regarding state or federal listed species issues.

EXHIBIT B

Exhibit B consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated 9/27, 2024.

Initial:

CLIENT CK

CONSULTANT Kap

COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services," the CLIENT shall compensate the CONSULTANT as follows:

Task	Description	Fee Type	Amount
1.0	Update FLUCFCS Map	LS	\$ 2,500.00
2.0	Heritage Tree Survey for LDO	LS	\$ 3,900.00
3.0	Protected Species Survey for LDO	LS	\$ 5,800.00
4.0	SFWMD Minor ERP Modification	LS	\$ 3,500.00
5.0	SFWMD Minor ERP Modification Review	T&M	\$ 2,200.00
6.0	Lee County LDO Application	LS	\$ 3,800.00
7.0	Lee County LDO Review	T&M	\$ 2,200.00
8.0	City LDO Application	LS	\$ 3,800.00
9.0	City LDO Review	T&M	\$ 2,200.00
10.0	Meetings and General Consultation	T&M	\$ 4,000.00
Total:			\$33,900.00

100%
add
charge
(publ/2 ROW
only)

Fee Type Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT's services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing.

Time and Materials (T & M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's hourly rate schedule in effect at the time the services are rendered. The current hourly rate schedule is included as Exhibit C of this Professional Services Agreement. CONSULTANT shall provide CLIENT with CONSULTANT's annual increases to the current standard billing rate 30 days prior to incurring costs under any rate increases.

EXHIBIT C

Exhibit C consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated 9/24, 2024.

Initial:

CLIENT

CONSULTANT

CONSULTANT'S HOURLY RATE SCHEDULE

Principal	\$300.00/hr.
Senior Ecologist III	\$250.00/hr.
Senior Ecologist II	\$200.00/hr.
Senior Ecologist I	\$180.00/hr.
Ecologist III	\$160.00/hr.
Ecologist II	\$140.00/hr.
Ecologist I	\$125.00/hr.
Environmental Technician	\$105.00/hr.
GIS Manager	\$175.00/hr.
GIS Analyst III	\$150.00/hr.
GIS Analyst II	\$130.00/hr.
GIS Analyst I	\$110.00/hr.
AutoCAD Manager	\$175.00/hr.
AutoCAD III	\$150.00/hr.
AutoCAD II	\$130.00/hr.
AutoCAD I	\$110.00/hr.
Administrative Assistant III	\$ 95.00/hr.
Administrative Assistant II	\$ 80.00/hr.
Administrative Assistant I	\$ 65.00/hr.
Reimbursable Expenses	Cost

EXHIBIT D

Exhibit D consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2024.

Initial:

CLIENT

CONSULTANT

CONSULTANT'S REIMBURSABLES

Bond (line dwg. with no aerials or other graphics)	\$10.00 (24x36); \$20.00 (36x48); \$25.00 (36x62) Other sizes – \$1.67 per square foot *Mounted Billed at Cost
Aerial Photos	\$30.00 (24x36); \$60.00 (36x48); \$75.00 (36x62) Other sizes - \$5.00 per square foot *Mounted Billed at Cost
Color Photos	\$2.75 (8x11); \$3.00 (8x14); \$3.50 (11x17)
Xerox	\$0.15 (8x11); \$0.25 (8x14); \$0.35 (11x17)
Courier	Billed at Cost
FedEx/Overnight Delivery	Billed at Cost

RHODES & RHODES, LAND SURVEYING, INC.

PH.#239-405-8166
FX.#239-405-8163
28100 Bonita Grande Dr., Ste. 107

CDD Bndy
Contraction Parcel -
100% Reimbursed

Invoice

DATE	INVOICE #
8/16/2024	2024-178

PAST DUE

BILL TO
LB RAPTOR INVESTMENTS LLC 2210 VANDERBILT BEACH ROAD NAPLES, FL 34109

This invoice is good to pay.
Bill against RP0007 (CDD) -
CDD Bndy Amendment -
Contraction Parcel Legal

Ray Piacente
12/11/2024 8:50:21 AM

(w/ l.
CDD
eligible)

P.O. NO.	TERMS
	Net 30

DESCRIPTION	QTY	RATE	AMOUNT
SALT LEAF CDD SKETCH AND LEGAL ORDERED BY RAY PIACENTE DIRECTOR OF ENGINEERING		2,000.00	2,000.00

Total		\$2,000.00
Payments/Credits		\$0.00
Balance Due		\$2,000.00

January 23, 2025

Saltleaf Community Development District
c/o District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Work Product (LB Raptor Investments)

Dear District Manager,

Pursuant to that certain *Acquisition Agreement*, dated April 11, 2024 ("**Acquisition Agreement**"), by and between the Saltleaf Community Development District ("**District**") and LB Raptor Investments, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Work Product**" as described in **Exhibit A** attached hereto. As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds for the Work Product the eligible costs for the Work Product identified in **Exhibit A**. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

**SALTLEAF COMMUNITY
DEVELOPMENT DISTRICT**

LB RAPTOR INVESTMENTS, LLC

Name: Cassie K. Smith

Title: Vice Chair

By: Stephen W. Lison

Its: Authorized Rep

EXHIBIT A
Description of Work Product (LB Raptor Investments)

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Aqua Terra Engineering, Inc.	10/2/2024	20607	\$1,750.00	\$1,750.00	Professional services - entry fountains design - 100% CDD eligible
Aqua Terra Engineering, Inc.	10/30/2024	20785	\$1,750.00	\$1,750.00	Professional services - entry fountains design - 100% CDD eligible
Arquitectonica	9/30/2024	1001.010555.009-3	\$4,000.00	\$4,000.00	Public gatehouse exterior design - 100% CDD eligible
Arquitectonica	10/31/2024	1001.010555.009-4	\$2,000.00	\$2,000.00	Public gatehouse exterior design - 100% CDD eligible
Arquitectonica	11/30/2024	1001.010555.009-5	\$2,000.00	\$2,000.00	Public gatehouse exterior design - 100% CDD eligible
Atwell, LLC	10/7/2024	369759	\$2,949.75	\$1,026.00	Professional services related to spine road and Coconut Rd improvements - CDD eligibilty varies by line item - see invoice for details
Atwell, LLC	10/7/2024	369761	\$223.00	\$111.50	Professional services related to public gatehouse and entry improvements - CDD eligibilty estimated at 50%
Atwell, LLC	10/7/2024	369767	\$4,000.00	\$3,200.00	Professional services related to permanent roadway design - CDD eligibilty varies by line item - see invoice for details
Atwell, LLC	11/14/2024	376202	\$780.50	\$390.25	Professional services related to public gatehouse and entry improvements - CDD eligibilty estimated at 50%
Atwell, LLC	11/14/2024	376206	\$18,418.50	\$13,561.20	Professional services related to permanent roadway design - CDD eligibilty varies by line item - see invoice for details
Atwell, LLC	12/10/2024	380309	\$2,531.25	\$1,912.20	Professional services related to permanent roadway design - CDD eligibilty varies by line item - see invoice for details
Coastal Engineering Consultants, Inc.	12/12/2024	53441	\$4,028.50	\$4,028.50	Miscellaneous surveying services required for permanent roadway extension
Coastal Engineering Consultants, Inc.	9/25/2024	53190	\$5,675.00	\$5,675.00	Construction stakeout services - CDD infrastructure only - 100% CDD eligible
Coastal Engineering Consultants, Inc.	9/25/2024	53194	\$1,310.50	\$1,310.50	Miscellaneous surveying services (monitoring wells)

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Coastal Engineering Consultants, Inc.	11/27/2024	53403	\$2,837.50	\$2,837.50	Construction stakeout services - CDD infrastructure only - 100% CDD eligible
EDSA, Inc.	10/3/2024	2409054	\$15,172.00	\$550.00	Partial - CDD eligibility limited to public gatehouse design
Hines, Inc.	10/16/2024	10952	\$1,800.00	\$1,800.00	Irrigation performance specifications - public ROW
Passarella and Associates, Inc.	12/9/2024	Invoice 1D Project 20LBR3290	\$650.00	\$650.00	Environmental services for permanent public roadway connection - 100% CDD eligible
Passarella and Associates, Inc.	10/23/2024	Invoice 1E Project 20LBR3290	\$340.00	\$340.00	Environmental services related to SFWMD ERP modification for mangrove trimming - 100% CDD eligible
Passarella and Associates, Inc.	11/8/2024	Invoice 2E Project 20LBR3290	\$3,110.00	\$3,110.00	Environmental services related to SFWMD ERP modification for mangrove trimming - 100% CDD eligible
Passarella and Associates, Inc.	10/23/2024	Invoice 25B Project 20LBR3290	\$5,400.00	\$5,400.00	Environmental monitoring and reporting for conservation ECO Park lands - 100% CDD eligible
Passarella and Associates, Inc.	11/8/2024	Invoice 26B Project 20LBR3290	\$600.00	\$600.00	Environmental monitoring and reporting for conservation ECO Park lands - 100% CDD eligible
Rhodes & Rhodes, Land Surveying, Inc.	8/16/2024	2024-178	\$2,000.00	\$2,000.00	Legal description and sketch for CDD boundary updates
		TOTALS:	\$83,326.50	\$60,002.65	

**CORPORATE DECLARATION AND AGREEMENT
[WORK PRODUCT (LB RAPTOR INVESTMENTS)]**

LB RAPTOR INVESTMENTS, LLC, a Florida limited liability company ("**Developer**"), does hereby certify to the Saltleaf Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the Developer of certain lands within the District.
2. The District's *Amended & Restated Engineer's Report*, dated March 19, 2024 (together, "**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain work product that has been completed to date and states the amounts that Developer has spent on that work product. Developer hereby represents that no amounts are owed to contractors and no liens are on the property and related to the creation of the work product.
4. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 23rd day of January, 2025.

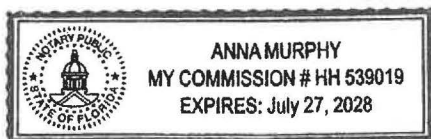
LB RAPTOR INVESTMENTS, LLC

[Signature]
By: Stephen W. Lison
Its: Authorized Rep

STATE OF FLORIDA:
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of January, 2025, by Stephen W. Lison, as Authorized Rep of **LB Raptor Investments, LLC**, a Florida limited liability company, on behalf thereof. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



[Signature]
NOTARY SIGNATURE
Anna Murphy
PRINTED NOTARY NAME

Exhibit A – Description of Work Product (LB Raptor Investments)

EXHIBIT A
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		TOTALS:	\$83,326.50	\$60,002.65	

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT (LB RAPTOR INVESTMENTS)]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 3rd day of Feb, 2025, by **Atwell, LLC**, having a mailing address of 2 Town Square, Suite 700, Southfield, MI 48076 ("**Professional**"), in favor of the **Saltleaf Community Development District** ("**District**"), which is a local unit of special-purpose government situated in the Lee County, Florida, and having offices at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to certain *Agreement(s) for Professional Services*, and between Professional and LB Raptor Investments, LLC, a Florida limited liability company ("**Developer**"), Professional has created certain work products, as described in **Exhibit A** ("**Work Product**"); and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

WHEREAS, Professional has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is or has acquired the Work Product constructed by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

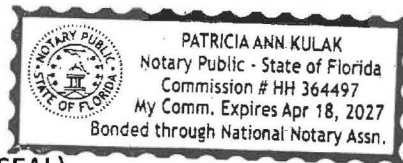
4. **EFFECTIVE DATE.** This Release shall take effect upon execution.

ATWELL, LLC


By: Jacquelyn Larocque
Its: Senior Director

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of February, 2025, by Jacquelyn Larocque as Sr Director of Atwell, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Patricia Ann Kulak
NOTARY PUBLIC, STATE OF Florida

Name: Patricia Ann Kulak
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
Description of Work Product (LB Raptor Investments)

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PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT (LB RAPTOR INVESTMENTS)]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 3RD day of FEBRUARY, 2025, by Coastal Engineering Consultants Inc., having a mailing address of 28421 Bonita Crossings Boulevard, Bonita Springs, Florida 34135 ("Professional"), in favor of the Saltleaf Community Development District ("District"), which is a local unit of special-purpose government situated in the Lee County, Florida, and having offices at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to certain *Agreement(s) for Professional Services*, and between Professional and LB Raptor Investments, LLC, a Florida limited liability company ("**Developer**"), Professional has created certain work products, as described in **Exhibit A ("Work Product")**; and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

WHEREAS, Professional has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is or has acquired the Work Product constructed by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

4. **EFFECTIVE DATE.** This Release shall take effect upon execution.

COASTAL ENGINEERING CONSULTANTS INC.


By: RICHARD J. EWING
Its: VP

STATE OF Florida
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of February, 2025, by Richard J. Ewing as Vice President of Coastal Engineering Consultants, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



KAREN J. TAYLOR
Commission # HH 584667
Expires October 1, 2028


NOTARY PUBLIC, STATE OF Florida
Name: Karen J. Taylor
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
Description of Work Product (LB Raptor Investments)

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Coastal Engineering Consultants, Inc.	12/12/2024	53441	\$4,028.50	\$4,028.50	Miscellaneous surveying services required for permanent roadway extension
Coastal Engineering Consultants, Inc.	9/25/2024	53190	\$5,675.00	\$5,675.00	Construction stakeout services - CDD infrastructure only - 100% CDD eligible
Coastal Engineering Consultants, Inc.	9/25/2024	53194	\$1,310.50	\$1,310.50	Miscellaneous surveying services (monitoring wells)
Coastal Engineering Consultants, Inc.	11/27/2024	53403	\$2,837.50	\$2,837.50	Construction stakeout services - CDD infrastructure only - 100% CDD eligible

**DISTRICT ENGINEER'S CERTIFICATE
[WORK PRODUCT (LB RAPTOR INVESTMENTS)]**

February 5, 2025

Board of Supervisors
Saltleaf Community Development District

Re: Acquisition of Work Product

Ladies and Gentlemen:

The undersigned is a representative of Barraco and Associates, Inc. ("**District Engineer**"), as District Engineer for the Saltleaf Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from LB Raptor Investments, LLC ("**Developer**") of certain "**Work Product**" as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Work Product, including but not limited to certain invoices, plans, and other documents, as applicable.
2. The Work Product is within the scope of the District's capital improvement plan as set forth in the District's *Amended & Restated Engineer's Report*, dated March 28, 2024 (together, "**Engineer's Report**"), and specially benefits property within the District as further described in the Engineer's Report.
3. I am not aware of any defects in the Work Product.
4. The total costs associated with the Work Product are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Work Product, and (ii) the reasonable fair market value of the Work Product.
5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Work Product.

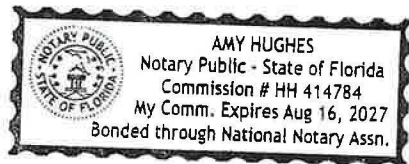
[CONTINUED ON NEXT PAGE]

BARRACO AND ASSOCIATES, INC.

Carl A. Barraco
CARL A. BARRACO P.E.
Florida Registration No. 38536
District Engineer

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 5 day of Feb, 2025, by
Carl A. Barraco as President of
Barraco and Associates, Inc. and with authority to execute the
foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in
person, and who is either personally known to me, or produced _____ as
identification.



(NOTARY SEAL)

Amy Hughes
NOTARY PUBLIC, STATE OF FL
Name: Amy Hughes
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
Description of Work Product (LB Raptor Investments)

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Aqua Terra Engineering, Inc.	10/2/2024	20607	\$1,750.00	\$1,750.00	Professional services - entry fountains design - 100% CDD eligible
Aqua Terra Engineering, Inc.	10/30/2024	20785	\$1,750.00	\$1,750.00	Professional services - entry fountains design - 100% CDD eligible
Arquitectonica	9/30/2024	1001.010555.009-3	\$4,000.00	\$4,000.00	Public gatehouse exterior design - 100% CDD eligible
Arquitectonica	10/31/2024	1001.010555.009-4	\$2,000.00	\$2,000.00	Public gatehouse exterior design - 100% CDD eligible
Arquitectonica	11/30/2024	1001.010555.009-5	\$2,000.00	\$2,000.00	Public gatehouse exterior design - 100% CDD eligible
Atwell, LLC	10/7/2024	369759	\$2,949.75	\$1,026.00	Professional services related to spine road and Coconut Rd improvements - CDD eligibilty varies by line item - see invoice for details
Atwell, LLC	10/7/2024	369761	\$223.00	\$111.50	Professional services related to public gatehouse and entry improvements - CDD eligibilty estimated at 50%
Atwell, LLC	10/7/2024	369767	\$4,000.00	\$3,200.00	Professional services related to permanent roadway design - CDD eligibilty varies by line item - see invoice for details
Atwell, LLC	11/14/2024	376202	\$780.50	\$390.25	Professional services related to public gatehouse and entry improvements - CDD eligibilty estimated at 50%
Atwell, LLC	11/14/2024	376206	\$18,418.50	\$13,561.20	Professional services related to permanent roadway design - CDD eligibilty varies by line item - see invoice for details
Atwell, LLC	12/10/2024	380309	\$2,531.25	\$1,912.20	Professional services related to permanent roadway design - CDD eligibilty varies by line item - see invoice for details
Coastal Engineering Consultants, Inc.	12/12/2024	53441	\$4,028.50	\$4,028.50	Miscellaneous surveying services required for permanent roadway extension
Coastal Engineering Consultants, Inc.	9/25/2024	53190	\$5,675.00	\$5,675.00	Construction stakeout services - CDD infrastructure only - 100% CDD eligible
Coastal Engineering Consultants, Inc.	9/25/2024	53194	\$1,310.50	\$1,310.50	Miscellaneous surveying services (monitoring wells)

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Coastal Engineering Consultants, Inc.	11/27/2024	53403	\$2,837.50	\$2,837.50	Construction stakeout services - CDD infrastructure only - 100% CDD eligible
EDSA, Inc.	10/3/2024	2409054	\$15,172.00	\$550.00	Partial - CDD eligibility limited to public gatehouse design
Hines, Inc.	10/16/2024	10952	\$1,800.00	\$1,800.00	Irrigation performance specifications - public ROW
Passarella and Associates, Inc.	12/9/2024	Invoice 1D Project 20LBR3290	\$650.00	\$650.00	Environmental services for permanent public roadway connection - 100% CDD eligible
Passarella and Associates, Inc.	10/23/2024	Invoice 1E Project 20LBR3290	\$340.00	\$340.00	Environmental services related to SFWMD ERP modification for mangrove trimming - 100% CDD eligible
Passarella and Associates, Inc.	11/8/2024	Invoice 2E Project 20LBR3290	\$3,110.00	\$3,110.00	Environmental services related to SFWMD ERP modification for mangrove trimming - 100% CDD eligible
Passarella and Associates, Inc.	10/23/2024	Invoice 25B Project 20LBR3290	\$5,400.00	\$5,400.00	Environmental monitoring and reporting for conservation ECO Park lands - 100% CDD eligible
Passarella and Associates, Inc.	11/8/2024	Invoice 26B Project 20LBR3290	\$600.00	\$600.00	Environmental monitoring and reporting for conservation ECO Park lands - 100% CDD eligible
Rhodes & Rhodes, Land Surveying, Inc.	8/16/2024	2024-178	\$2,000.00	\$2,000.00	Legal description and sketch for CDD boundary updates
		TOTALS:	\$83,326.50	\$60,002.65	

BILL OF SALE AND LIMITED ASSIGNMENT
[WORK PRODUCT (LB RAPTOR INVESTMENTS)]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 23 day of January, 2025, by and between **LB RAPTOR INVESTMENTS, LLC**, a Florida limited liability partnership, with an address of 2210 Vanderbilt Beach Road, Suite 1300, Naples, Florida 34109 ("**Grantor**"), and for good and valuable consideration, to it paid by the **SALTLEAF COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the property (together, "**Property**") described below to have and to hold for Grantee's own use and benefit forever:
 - a) All work product described in **Exhibit A**, and
 - b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the work product described in **Exhibit A**.
2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

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

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

LB RAPTOR INVESTMENTS, LLC

By: [Signature]
Its: Stephen W. Lison
Authorized Rep

STATE OF FLORIDA:
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of January, 2025, by Stephen W. Lison, as Authorized Rep of **LB Raptor Investments, LLC**, a Florida limited liability company, on behalf thereof. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



[Signature]
NOTARY SIGNATURE
Anna Murphy
PRINTED NOTARY NAME

EXHIBIT A
Description of Work Product (LB Raptor Investments)

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Rhodes & Rhodes, Land Surveying, Inc.	8/16/2024	2024-178	\$2,000.00	\$2,000.00	Legal description and sketch for CDD boundary updates
		TOTALS:	\$83,326.50	\$60,002.65	

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS BV

ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")
[BAYVIEW RESIDENCES RP0006CDD]

1. ASSIGNMENT. This Addendum applies to that certain *Contractor Agreement*, dated _____ ("**Contract**") between the **LB Raptor Investments, LLC ("Developer")** and **Jensen Underground Utilities, Inc. ("Contractor")**, and in order to add certain third party rights in favor of the Saltleaf Community Development District ("**District**"), which has an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control. Notwithstanding anything to the contrary herein, the parties acknowledge that Bank OZK may have step-in rights to complete the agreement pursuant to that certain *Mortgage, Security Agreement and Fixture Filing* recorded in Instrument #2023000400983 of the Public Records of Lee County, Florida, and related loan documents (collectively the "**Mortgage**") and in the event of a default under such Mortgage, but any such rights are subject to that certain *Collateral Assignment Agreement (2024 Bonds)*, dated April 11, 2024 between the Developer and the District, and are not intended to and do not affect the District's ownership rights over any improvements purchased by the District pursuant to applicable bill(s) of sale and other similar documents.

2. ACQUISITIONS. This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application; provided however that nothing herein shall waive the Contractor's lien or other rights relating to payment of retainage under the Contract.

3. THIRD PARTY RIGHTS. The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

4. INDEMNIFICATION. Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

5. INSURANCE AND BONDS. At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

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

7. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law.

8. NOTICES. Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.

LB RAPTOR INVESTMENTS, LLC

By: 
Printed Name: Stephen Wilson
Title: Authorized Rep
Dated: 12/2/24

JENSEN UNDERGROUND UTILITIES, INC.

By: [SIGNATURE ON FOLLOWING PAGE]
Printed Name: _____
Title: Authorized Signatory
Dated: _____

SALTLEAF COMMUNITY DEVELOPMENT DISTRICT

By: 
Printed Name: Cathy Kunkel
Title: Vice Chairperson
Dated: 12/2/24

8. NOTICES. Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same. ,

LB RAPTOR INVESTMENTS, LLC

SALTLEAF COMMUNITY DEVELOPMENT DISTRICT

By: [SIGNATURE ON PRIOR PAGE]
Printed Name: _____
Title: _____
Dated: _____

By: [SIGNATURE ON PRIOR PAGE]
Printed Name: _____
Title: Chairperson
Dated: _____

JENSEN UNDERGROUND UTILITIES, INC.

By: 
Printed Name: Kevin Jensen, President
Title: Authorized Signatory
Dated: 11-25-24

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS BVI**

ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT
[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – BAYVIEW RESIDENCES]
[PAY APPLICATIONS #3, 4 & 5]

Payment Application ("Pay Application"):	Total Pay Application Amount:	CDD Eligible Amount:
#3	\$40,500.00	\$40,500.00
#4	\$66,834.66	\$66,834.66
#5	\$19,012.70	\$19,012.70
TOTAL:	\$126,347.36	\$126,347.36
Developer: LB Raptor Investments, LLC ("Developer")		Contractor: Jensen Underground Utilities, Inc. ("Contractor")
Site CDD Work Contract: <i>Contractor Agreement</i> , dated _____ ("Contract")		Engineer's Report: <i>Engineer's Report</i> , dated September 8, 2023, Amended and Restated March 19, 2024, as revised March 28, 2024 (together, "Engineer's Report")

DEVELOPER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated April 11, 2024.

LB RAPTOR INVESTMENTS, LLC


 Name: Stephen W. Br...
 Title: Authorized Rep
 Date: 12/2/24

[CONTINUED ON FOLLOWING PAGE]

DISTRICT ENGINEER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

BARRACO AND ASSOCIATES INC.


Name: CARL A. BARRACO
Title: DISTRICT ENGINEER
Date: 12-2-24

Exhibit A: Payment Application, with District Items Identified & Contractor Partial Release

100% Reimbursed
by CDD.

SUBCONTRACTOR SCHEDULE OF VALUES

TO: LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd, Suite 1300
Naples, FL

Bayview Residences RP0006CDD

APPLICATION

3

PERIOD TO:

30-Jun-24

Job #:

24-16

JOB NAME:

Bayview Residences RP0006CDD

FROM: Jensen Underground Utilities, Inc.
5585 Taylor Road
Naples, Florida 34109
239-597-0061

COST CODE:

DATE:

18-Jun-24

CONTRACT FOR:

Application is made for Payment, as shown below in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in
previous months by Owner

DEDUCTIONS

TOTAL

Approved this Month

Number

1

\$

\$

Net change by Change Orders

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge,
information and belief the Work covered by this Application for Payment has been
completed in accordance with the Contract Documents, that all amounts have been
paid by the Contractor for Work for which previous Certificates for Payment were
issued and payments received from the Owner, and that current payment shown
herein is now due.

1. ORIGINAL CONTRACT SUM..... \$ 729,851.62
2. Net change by Change Orders..... \$ -
3. CONTRACT SUM TO DATE (1+2)..... \$ 729,851.62
4. TOTAL COMPLETED TO DATE..... \$ 270,100.00
5. TOTAL STORED TO DATE..... \$ -
5A. TOTAL COMPLETED + STORED TO DATE..... \$ 270,100.00

6. RETAINAGE:

Stored Material a.

\$

Work Completed b.

\$

27,010.00

Total Retainage (Line 6a + 6b)

\$ 27,010.00

7. TOTAL EARNED LESS RETAINAGE

(Line 4 + Line 5 - Line 6 Total)

\$ 243,090.00

8. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 7 from prior Certificate)

\$ 202,590.00

9. CURRENT PAYMENT DUE

\$ 40,500.00

10. BALANCE TO FINISH, PLUS RETAINAGE

(Line 3 less Line 7)

\$ 486,761.62

SUBCONTRACTOR:

By:

Date

18-Jun-24

State : Florida

Subscribed and sworn to before me this

Collier

day of

2024

Notary Public

APPROVED FOR PAYMENT:

SUPERINTENDENT:

(Attach explanation if amount certified differs from the amount applied for.)

PROJECT MANAGER

BY:

By:

Date:



(amount excludes \$4,500.-
for 10% withheld retainage)

Rick VanDyke

JOB NO. 24-16

Page 2 of 2

SUBCONTRACTOR SCHEDULE OF VALUES

TO: LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd, Suite 1300
Naples, FL

APPLICATION 4 PERIOD TO: 31-Jul-24

Bayview Residences RP0006CDD

Job #:

24-16

JOB NAME:

Bayview Residences RP0007CDD

FROM: Jensen Underground Utilities, Inc.
5585 Taylor Road
Naples, Florida 34109
239-597-0061

COST CODE:

DATE:

18-Jul-24

100% Reimbursed
by CDD.

CONTRACT FOR:

Application is made for Payment, as shown below in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month	\$		
Number			
1	\$		
Net change by Change Orders		\$	\$

1. ORIGINAL CONTRACT SUM.....	\$ 729,851.62
2. Net change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (1+2).....	\$ 729,851.62
4. TOTAL COMPLETED TO DATE	\$ 344,360.73
5. TOTAL STORED TO DATE...	\$ -
5A. TOTAL COMPLETED + STORED TO DATE	\$ 344,360.73

6. RETAINAGE:

10%

Stored Material a	\$ -
Work Completed b	\$ 34,436.07

Total Retainage (Line 6a + 6b)

\$ 34,436.07

7. TOTAL EARNED LESS RETAINAGE

\$ 309,924.66

(Line 4 + Line 5 - Line 6 Total)

8. LESS PREVIOUS CERTIFICATES FOR

\$ 243,090.00

PAYMENT (Line 7 from prior Certificate)

9. CURRENT PAYMENT DUE

\$ 66,834.66

10. BALANCE TO FINISH, PLUS RETAINAGE

\$ 419,926.96

(Line 3 less Line 7)

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By:

Date

18-Jul-24

State: Florida

Subscribed and sworn to before me this day of

Collier

2024

Notary Public

(Attach explanation if amount certified differs from the amount applied for.)

PROJECT MANAGER

APPROVED FOR PAYMENT:

SUPERINTENDENT:

BY:

By:

Date:



Rick VanDyke

JOB NO. 24-16

Page 2 of 2

SUBCONTRACTOR SCHEDULE OF VALUES

TO: LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd, Suite 1300
Naples, FL

APPLICATION 5 PERIOD TO: 31-Aug-24

Bayview Residences RP0006CDD Job #: 24-16 JOB NAME: Bayview Residences RP0006CDD

FROM: Jensen Underground Utilities, Inc.
5585 Taylor Road
Naples, Florida 34109
239-597-0061

COST CODE: DATE: 18-Aug-24

100% Reimbursed
by CDD.

CONTRACT FOR:

Application is made for Payment, as shown below in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month	\$		
Number			
1	\$ 21,125.23		
Net change by Change Orders	\$ 21,125.23		

1. ORIGINAL CONTRACT SUM.....	\$ 729,851.62
2. Net change by Change Orders.....	\$ 21,125.23
3. CONTRACT SUM TO DATE (1+2).....	\$ 750,976.85
4. TOTAL COMPLETED TO DATE.....	\$ 365,485.96
5. TOTAL STORED TO DATE.....	\$ -
6A. TOTAL COMPLETED + STORED TO DATE.....	\$ 365,485.96

6. RETAINAGE: (10%)
Stored Material a. \$
Work Completed b. \$ 36,548.60

Total Retainage (Line 6a + 6b) \$ 36,548.60

7. TOTAL EARNED LESS RETAINAGE.....	\$ 328,937.36
(Line 4 + Line 5 - Line 6 Total)	
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate).....	\$ 308,924.66
9. CURRENT PAYMENT DUE.....	\$ 19,012.70
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 422,039.49
(Line 3 less Line 7)	

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: Date 18-Aug-24

APPROVED FOR PAYMENT:
SUPERINTENDENT

BY:

State: Florida
Subscribed and sworn to before me this day of 2024
Notary Public
(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER

By:

Date:

(amount excludes \$2,112.53
for 10% withheld retainage)

Rick VanDyke

JOB NO. 24-16

Page 2 of 2

JENSEN

UNDERGROUND UTILITIES, INC.

5585 TAYLOR ROAD, NAPLES, FL 34109
PHONE: 239-597-0060 FAX: 239-597-0061

PROPOSAL

NO. 25864REV

DATE: 7/16/24

SHEET NO. 1 of 1

CERTIFIED UNDERGROUND UTILITY: CU C044996

FIRE SPRINKLER CONTRACTOR V: 117961000182

PROPOSAL SUBMITTED TO:

NAME LB Raptor Investments, LLC

STREET 2210 Vanderbilt Beach Rd, Suite 1300

CITY Naples

STATE Florida

PHONE FAX:

WORK TO BE PERFORMED AT:

Bayview Residences - RP0006CDD

STREET Coconut Road

CITY Estero

DATE OF PLANS

DO # 1 Rev 8

ENGINEER Atwell

CO#1

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Temporary Drainage ADD

-90 LF	Remove existing RCP	57.50	-5,175.00
28 LF	30" RCP	181.10	5,070.80
107 LF	15" RCP	78.99	8,451.93
3 EA	Core & Connection to Structure	3,342.50	10,027.50
3 EA	Concrete Plug	500.00	1,500.00
1 EA	Brick, Cement, Fabric	750.00	750.00
1 EA	MOT	500.00	500.00
	Sidewalk and Valley Gutter Restoration by others		

TOTAL JOB COST

\$21,125.23

100% CDD
eligible

EXCLUSIONS:

- 1) NOT RESPONSIBLE FOR PRIVATE UTILITIES NOT LOCATED BY THE RESPECTIVE OWNER.
- 2) THERE WILL BE AN ADDITIONAL CHARGE TO EXTRACT ROCK AND REMOVE ROCK FROM PROJECT SITE.
- 3) NO UNSUITABLE MATERIAL REMOVAL OR REPLACEMENT WITH ACCEPTABLE MATERIAL.
- 4) NO LAYOUT OR CERTIFIED AS-BUILTS.
- 5) NO DENSITY TESTING COST.
- 6) NO CONNECTION, INSPECTION, PERMITS OR IMPACT FEES.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work. Any alteration or deviation from above specifications involving extra costs, will be executed upon written orders, and will become an extra charge over the contract amount. Owner agrees to accept current insurance in place by Contractor @ time of bid. Owner agrees to bear any cost for changes or alterations in insurance coverage. This proposal may be withdrawn by us if not accepted within 30 days. Payments to be made as follows: As work progresses, payment due within thirty (30) days of billing.

Respectfully submitted: Layton Edwards

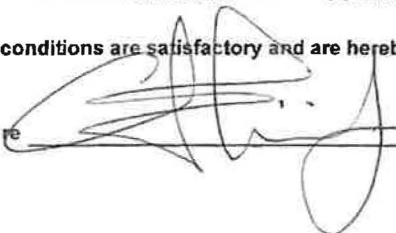
JENSEN UNDERGROUND UTILITIES, INC.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are hereby authorized to perform the work.

Date

8/19/24

Signature



BILL OF SALE FOR PARTIAL PROGRESS PAYMENT
[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – BAYVIEW RESIDENCES]
[PAY APPLICATIONS #3, 4 & 5]

Payment Application ("Pay Application"):	Total Pay Application Amount:	CDD Eligible Amount:
#3	\$40,500.00	\$40,500.00
#4	\$66,834.66	\$66,834.66
#5	\$19,012.70	\$19,012.70
TOTAL:	\$126,347.36	\$126,347.36
Developer: LB Raptor Investments, LLC ("Developer")		Contractor: Jensen Underground Utilities, Inc. ("Contractor")
Site CDD Work Contract: <i>Contractor Agreement</i>, dated _____ ("Contract")		Engineer's Report: <i>Engineer's Report</i>, dated September 8, 2023, Amended and Restated March 19, 2024, as revised March 28, 2024 (together, "<i>Engineer's Report</i>")

THIS BILL OF SALE is made to be effective as of the 3rd day of December, 2024, by and between **LB Raptor Investments, LLC**, a Florida limited liability company ("**Grantor**"), whose address is 2210 Vanderbilt Beach Road, Suite 1300, Naples, FL 34109 and **Saltleaf Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT
[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – BAYVIEW RESIDENCES]
[PAY APPLICATIONS #3, 4 & 5]
SIGNATURE PAGE

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

LB RAPTOR INVESTMENTS, LLC


Name: Stephen Wilson
Title: Authorized Rep
Date: 12/2/24

Exhibit A: Payment Application, with District Items Identified & Contractor Partial Release

100% Reimbursed
by CDD.

SUBCONTRACTOR SCHEDULE OF VALUES

TO: LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd, Suite 1300
Naples, FL

Bayview Residences RP0006CDD

APPLICATION

3

PERIOD TO:

30-Jun-24

Job #:

24-16

JOB NAME:

Bayview Residences RP0006CDD

FROM: Jensen Underground Utilities, Inc.
5585 Taylor Road
Naples, Florida 34109
239-597-0061

COST CODE:

DATE:

18-Jun-24

CONTRACT FOR:

Application is made for Payment, as shown below in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in
previous months by Owner

DEDUCTIONS

TOTAL

Approved this Month

Number

1

Net change by Change Orders

1. ORIGINAL CONTRACT SUM.....	\$ 729,851.62
2. Net change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (1±2).....	\$ 729,851.62
4. TOTAL COMPLETED TO DATE	\$ 270,100.00
5. TOTAL STORED TO DATE...	\$ -
5A. TOTAL COMPLETED + STORED TO DATE	\$ 270,100.00

6. RETAINAGE:

Stored Material a.

\$ -

Work Completed b.

\$ 27,010.00

Total Retainage (Line 6a + 6b)

\$ 27,010.00

7. TOTAL EARNED LESS RETAINAGE

\$ 243,090.00

(Line 4 + Line 5 - Line 6 Total)

8. LESS PREVIOUS CERTIFICATES FOR

\$ 202,590.00

PAYMENT (Line 7 from prior Certificate).

9. CURRENT PAYMENT DUE

\$ 40,500.00

10. BALANCE TO FINISH, PLUS RETAINAGE

\$ 486,761.62

(Line 3 less Line 7)

SUBCONTRACTOR:

By:

Date

18-Jun-24

State : Florida

Collier

Subscribed and sworn to before me this

day of

2024

Notary Public

APPROVED FOR PAYMENT:

SUPERINTENDENT:

(Attach explanation if amount certified differs from the amount applied for.)

PROJECT MANAGER

BY:

By:

Date:



(amount excludes \$4,500.-
for 10% withheld retainage)

Rick VanDyke

JOB NO. 24-16

Page 2 of 2

SUBCONTRACTOR SCHEDULE OF VALUES

TO: LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd, Suite 1300
Naples, FL

APPLICATION 4 PERIOD TO: 31-Jul-24

Bayview Residences RP0006CDD

Job #:

24-16

JOB NAME:

Bayview Residences RP0007CDD

FROM: Jensen Underground Utilities, Inc.
5585 Taylor Road
Naples, Florida 34109
239-597-0061

COST CODE:

DATE:

18-Jul-24

100% Reimbursed
by CDD.

CONTRACT FOR:

Application is made for Payment, as shown below in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month	\$		
Number			
1	\$		
Net change by Change Orders		\$	\$

1. ORIGINAL CONTRACT SUM.....	\$ 729,851.62
2. Net change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (1+2).....	\$ 729,851.62
4. TOTAL COMPLETED TO DATE	\$ 344,360.73
5. TOTAL STORED TO DATE...	\$ -
5A. TOTAL COMPLETED + STORED TO DATE	\$ 344,360.73

6. RETAINAGE: 10%

Stored Material a	\$ -
Work Completed b	\$ 34,436.07

Total Retainage (Line 6a + 6b) \$ 34,436.07

7. TOTAL EARNED LESS RETAINAGE.....	\$ 309,924.66
(Line 4 + Line 5 - Line 6 Total)	
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate).....	\$ 243,090.00
9. CURRENT PAYMENT DUE	\$ 66,834.66
10. BALANCE TO FINISH, PLUS RETAINAGE...	\$ 419,926.96
(Line 3 less Line 7)	

(amount excludes \$7,426.07 for 10% retainage withheld)

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: [Signature] Date: 18-Jul-24

APPROVED FOR PAYMENT:

SUPERINTENDENT:

BY:

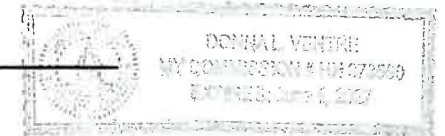
State: Florida
Subscribed and sworn to before me this day of 2024
Notary Public [Signature]

(Attach explanation if amount certified differs from the amount applied for.)

PROJECT MANAGER

By:

Date:



Rick VanDyke

JOB NO. 24-16

Page 2 of 2

SUBCONTRACTOR SCHEDULE OF VALUES

TO: LB Raptor Investments, LLC
2210 Vanderbilt Beach Rd, Suite 1300
Naples, FL

APPLICATION 5 PERIOD TO: 31-Aug-24
Job #: 24-16 JOB NAME: Bayview Residences RP0006CDD

FROM: Jensen Underground Utilities, Inc.
5585 Taylor Road
Naples, Florida 34109
239-597-0061

COST CODE: DATE: 18-Aug-24

100% Reimbursed
by CDD.

CONTRACT FOR:

Application is made for Payment, as shown below in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month	\$		
Number			
1	\$ 21,125.23		
Net change by Change Orders	\$ 21,125.23		

1. ORIGINAL CONTRACT SUM.....	\$ 729,851.62
2. Net change by Change Orders.....	\$ 21,125.23
3. CONTRACT SUM TO DATE (1+2).....	\$ 750,976.85
4. TOTAL COMPLETED TO DATE.....	\$ 365,485.96
5. TOTAL STORED TO DATE.....	\$ -
6A. TOTAL COMPLETED + STORED TO DATE.....	\$ 365,485.96

6. RETAINAGE: (10%)
Stored Material a. \$ -
Work Completed b. \$ 36,548.60

Total Retainage (Line 6a + 6b) \$ 36,548.60

7. TOTAL EARNED LESS RETAINAGE.....	\$ 328,937.36
(Line 4 + Line 5 - Line 6 Total)	
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate).....	\$ 308,924.66
9. CURRENT PAYMENT DUE.....	\$ 19,012.70
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 422,039.49
(Line 3 less Line 7)	

(amount excludes \$2,112.53
for 10% withheld retainage)

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: [Signature] Date: 18-Aug-24

State: Florida
Subscribed and sworn to before me this 18 day of August 2024
Notary Public [Signature]
(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER

APPROVED FOR PAYMENT:
SUPERINTENDENT

BY: Date:

Rick VanDyke

JOB NO. 24-16

Page 2 of 2

JENSEN

UNDERGROUND UTILITIES, INC.
5585 TAYLOR ROAD, NAPLES, FL 34109
PHONE: 239-597-0060 FAX: 239-597-0061

PROPOSAL

NO. 25864REV
DATE: 7/16/24
SHEET NO. 1 of 1

CERTIFIED UNDERGROUND UTILITY: CU C044996

FIRE SPRINKLER CONTRACTOR V: 117961000182

PROPOSAL SUBMITTED TO:

NAME LB Raptor Investments, LLC
STREET 2210 Vanderbilt Beach Rd, Suite 1300
CITY Naples
STATE Florida
PHONE _____ FAX: _____

WORK TO BE PERFORMED AT:

Bayview Residences - RP0006CDD
STREET Coconut Road
CITY Estero
DATE OF PLANS _____ DO # 1 Rev 8
ENGINEER Atwell

CO#1

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Temporary Drainage ADD

-90 LF	Remove existing RCP	57.50	-5,175.00
28 LF	30" RCP	181.10	5,070.80
107 LF	15" RCP	78.99	8,451.93
3 EA	Core & Connection to Structure	3,342.50	10,027.50
3 EA	Concrete Plug	500.00	1,500.00
1 EA	Brick, Cement, Fabric	750.00	750.00
1 EA	MOT	500.00	500.00
	Sidewalk and Valley Gutter Restoration by others		

TOTAL JOB COST

\$21,125.23

100% CDD
eligible

EXCLUSIONS:

- 1) NOT RESPONSIBLE FOR PRIVATE UTILITIES NOT LOCATED BY THE RESPECTIVE OWNER.
- 2) THERE WILL BE AN ADDITIONAL CHARGE TO EXTRACT ROCK AND REMOVE ROCK FROM PROJECT SITE.
- 3) NO UNSUITABLE MATERIAL REMOVAL OR REPLACEMENT WITH ACCEPTABLE MATERIAL.
- 4) NO LAYOUT OR CERTIFIED AS-BUILTS.
- 5) NO DENSITY TESTING COST.
- 6) NO CONNECTION, INSPECTION, PERMITS OR IMPACT FEES.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work. Any alteration or deviation from above specifications involving extra costs, will be executed upon written orders, and will become an extra charge over the contract amount. Owner agrees to accept current insurance in place by Contractor @ time of bid. Owner agrees to bear any cost for changes or alterations in insurance coverage. This proposal may be withdrawn by us if not accepted within 30 days. Payments to be made as follows: As work progresses, payment due within thirty (30) days of billing.

Respectfully submitted: Layton Edwards

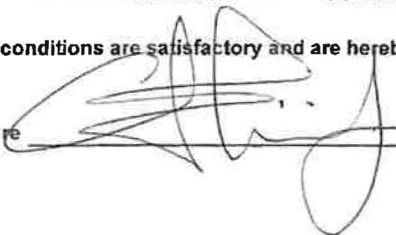
JENSEN UNDERGROUND UTILITIES, INC.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are hereby authorized to perform the work.

Date

8/19/24

Signature



SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS BVII

ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")
[RITZ RESIDENCES ESTERO BAY – SPINE ROAD]

1. **ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement*, dated _____ ("Contract") between the **LB Raptor Investments, LLC ("Developer")** and **South Florida Excavation, Inc. ("Contractor")**, and in order to add certain third party rights in favor of the Saltleaf Community Development District ("**District**"), which has an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control. Notwithstanding anything to the contrary herein, the parties acknowledge that Bank OZK may have step-in rights to complete the agreement pursuant to that certain *Mortgage, Security Agreement and Fixture Filing* recorded in Instrument #2023000400983 of the Public Records of Lee County, Florida, and related loan documents (collectively the "*Mortgage*") and in the event of a default under such Mortgage, but any such rights are subject to that certain *Collateral Assignment Agreement (2024 Bonds)*, dated April 11, 2024 between the Developer and the District, and are not intended to and do not affect the District's ownership rights over any improvements purchased by the District pursuant to applicable bill(s) of sale and other similar documents.

2. **ACQUISITIONS.** This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application; provided however that nothing herein shall waive the Contractor's lien or other rights relating to payment of retainage under the Contract.

3. **THIRD PARTY RIGHTS.** The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

4. **INDEMNIFICATION.** Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

5. **INSURANCE AND BONDS.** At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

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

7. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law.

8. NOTICES. Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.

LB RAPTOR INVESTMENTS, LLC

By: 
Printed Name: Stephen Wilson
Title: Authorized Rep
Dated: 12/2/24

SOUTH FLORIDA EXCAVATION, INC.

By: [SIGNATURE ON FOLLOWING PAGE]
Printed Name: _____
Title: Authorized Signatory
Dated: _____

SALTLEAF COMMUNITY DEVELOPMENT DISTRICT

By: 
Printed Name: Craig Binkley
Title: Chairperson Vice Chair-person
Dated: 12/2/24

8. NOTICES. Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.

LB RAPTOR INVESTMENTS, LLC

SALTLEAF COMMUNITY DEVELOPMENT DISTRICT

By: [SIGNATURE ON PRIOR PAGE]
Printed Name: _____
Title: _____
Dated: _____

By: [SIGNATURE ON PRIOR PAGE]
Printed Name: _____
Title: Chairperson
Dated: _____

SOUTH FLORIDA EXCAVATION, INC.

By: 
Printed Name: Russell Anderson
Title: Authorized Signatory (President)
Dated: December 2, 2024

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS BVIII

ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT

**[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – RITZ RESIDENCES ESTERO BAY – SPINE ROAD]
[PAY APPLICATIONS #3]**

Payment Application ("Pay Application"):	Total Pay Application Amount:	CDD Eligible Amount:
#3	\$69,238.07	\$53,140.66
Developer: LB Raptor Investments, LLC ("Developer")	Contractor: South Florida Excavation, Inc. ("Contractor")	
Site CDD Work Contract: <i>Contractor Agreement</i>, dated _____ ("Contract")	Engineer's Report: <i>Engineer's Report</i>, dated September 8, 2023, Amended and Restated March 19, 2024, as revised March 28, 2024 (together, "<i>Engineer's Report</i>")	

DEVELOPER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "**CDD Work**" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "**Project**" as defined in the Engineer's Report ("**CDD Improvements**"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated April 11, 2024.

LB RAPTOR INVESTMENTS, LLC


Name: Stephen W. Long
Title: Authorized Rep
Date: 12/2/24

DISTRICT ENGINEER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and

design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

BARRACO AND ASSOCIATES INC.


Name: CARL A. BARRACO
Title: DISTRICT ENGINEER
Date: 12-2-24

Exhibit A: Payment Application, with District Items Identified & Contractor Partial Release

SCHEDULE OF VALUES

SUBCONTRACTOR/VENDOR APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LB Raptor Investments, LLC.
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

APPLICATION No:

3

PERIOD TO:

July 31, 2024

SFE Job No.

24002

JOB NAME:
SFE Job Name:

Ritz Residences Estero Bay
Spine Road

RP0007CDD
Cost Code: 81-102

FROM: South Florida Excavation, Inc.
1455 Railhead Blvd., Suite #3
Naples, FL 34110

COST CODE:

DATE:

July 18, 2024

100% Reimbursed
by CDD.

CONTRACT FOR: Earthwork

Application is made for Payment, as shown below in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in
previous months by Owner

DEDUCTIONS

TOTAL

Approved this Month

Number

Net change by Change Orders

1. ORIGINAL CONTRACT SUM.....	\$ 2,160,838.50
2. Net change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (1±2).....	\$ 2,160,838.50
4. TOTAL COMPLETED TO DATE	\$ 612,040.04
5. TOTAL STORED TO DATE...	\$ -
5A. TOTAL COMPLETED + STORED TO DATE	\$ 612,040.04

6. RETAINAGE:

Stored Material a.	\$ -
Work Completed b.	\$ 61,204.00

Total Retainage (Line 6a + 6b) \$ 61,204.00

7. TOTAL EARNED LESS RETAINAGE..... \$ 550,836.04

(Line 4 + Line 5 - Line 6 Total)

8. LESS PREVIOUS CERTIFICATES FOR..... \$ 481,597.97

PAYMENT (Line 7 from prior Certificate).....

9. CURRENT PAYMENT DUE..... \$ 69,238.07

10. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 1,610,002.46

(Line 3 less Line 7)

SUBCONTRACTOR:

By:

Anderson

Date

7/18/24

State : Florida

Subscribed and sworn to before me this 18th day of July, 2024

Collier County

Notary Public

(Attach explanation if amount certified differs from the amount applied for.)

PROJECT MANAGER

By:

APPROVED FOR PAYMENT:

SUPERINTENDENT:

By:



Rick VanDyke
date verified?

(553,140.66)

partial

* see breakdown after
my invoice
(exhibit A)

SCHEDULE OF VALUES

S. FL Excavation
1455 Railhead Blvd., Suite 3
Naples, FL 34110
239-596-8111

Ritz Residences Estero Bay Spine Road

Application #: 3
Application date: 18-Jul-24
Invoice period: 31-Jul-24

A	B	C	D	E	F	G	H	I	J	K	L	
Item No.	Description of work	Qty	Unit	Unit Cost	Contract Amount	Work Completed Previous Period	This period	Materials presently stored (not D or E)	Total completed & stored to date (F+G+H)	%	Balance to finish (E - I)	Retainage
	Earthwork Spine Road											
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Import Fill and Final Grade	10,550	CY	\$ 23.25	\$ 245,287.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 245,287.50	\$ -
3	MOT	1	LS	\$ 9,300.00	\$ 9,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,300.00	\$ -
4	Lake Bank Fill (at Roundabout on Spine Rd)	2,988	CY	\$ 23.25	\$ 69,471.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 69,471.00	\$ -
5	Stabilized Subgrade	11,702	SY	\$ 3.00	\$ 35,106.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,106.00	\$ -
6	8" Limerock Roundabout	190	SY	\$ 19.25	\$ 3,657.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,657.50	\$ -
7	8" Limerock Roundabout	8,910	SY	\$ 19.25	\$ 171,517.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 171,517.50	\$ -
8	Prime	8,910	SY	\$ 1.00	\$ 8,910.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,910.00	\$ -
9	Asphalt SP 12.5 1 1/4" - 1st Lift	7,527	SY	\$ 11.00	\$ 82,797.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 82,797.00	\$ -
10	Tack	7,527	SY	\$ 1.00	\$ 7,527.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,527.00	\$ -
11	Asphalt SP 12.5 1" - 2nd Lift	7,527	SY	\$ 10.00	\$ 75,270.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 75,270.00	\$ -
12	A Curb	1,377	LF	\$ 25.50	\$ 35,113.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,113.50	\$ -
13	2' Ribbon Curb at Roundabout	160	LF	\$ 48.00	\$ 7,680.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,680.00	\$ -
14	F Curb	4,942	LF	\$ 26.00	\$ 128,492.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 128,492.00	\$ -
15	3' Valley Curb	326	LF	\$ 46.00	\$ 14,996.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,996.00	\$ -
16	RA Curb	524	LF	\$ 23.00	\$ 12,052.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,052.00	\$ -
17	Pavement Markins & Signage X2 (1 thermo)	1	LS	\$ 86,780.00	\$ 86,780.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 86,780.00	\$ -
18	ADA Ramps	22	EA	\$ 650.00	\$ 14,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,300.00	\$ -
19	Concrete Sidewalk, 6"	23,780	SF	\$ 7.00	\$ 166,460.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 166,460.00	\$ -
20	Concrete Median	300	SF	\$ 12.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,600.00	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	880	SY	\$ 22.00	\$ 19,360.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 19,360.00	\$ -
22	Rock Construction Roads	1,249	SY	\$ 17.00	\$ 21,233.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 21,233.00	\$ -
	Temp Road											
1	Import Fill	3,734	CY	\$ 23.25	\$ 86,815.50	10,417.86	\$ 8,681.55	\$ -	\$ 19,099.41	22.00%	\$ 67,716.09	\$ 1,909.94
2	Stabilized Subgrade	2,410	SY	\$ 3.00	\$ 7,230.00	-	\$ 5,422.50	\$ -	\$ 5,422.50	75.00%	\$ 1,807.50	\$ 542.25
3	6" Limerock	2,295	SY	\$ 17.75	\$ 40,736.25	-	\$ 30,552.19	\$ -	\$ 30,552.19	75.00%	\$ 10,184.06	\$ 3,055.22
4	Prime	2,295	SY	\$ 0.75	\$ 1,721.25	-	\$ 1,290.94	\$ -	\$ 1,290.94	75.00%	\$ 430.31	\$ 129.09
5	Asphalt SP 9.5 - 1st Lift	2,183	SY	\$ 8.00	\$ 17,464.00	-	\$ 13,098.00	\$ -	\$ 13,098.00	75.00%	\$ 4,366.00	\$ 1,309.80
6	Tack	2,183	SY	\$ 0.75	\$ 1,637.25	-	\$ -	\$ -	\$ -	0.00%	\$ 1,637.25	\$ -
7	Asphalt SP 9.5 - 2nd Lift	2,183	SY	\$ 8.25	\$ 18,009.75	-	\$ -	\$ -	\$ -	0.00%	\$ 18,009.75	\$ -
8	Pavement Markings and Signage	1	LS	\$ 7,300.00	\$ 7,300.00	-	\$ -	\$ -	\$ -	0.00%	\$ 7,300.00	\$ -
9	Sod Road Shoulders and Signage	29,800	SF	\$ 0.43	\$ 12,814.00	-	\$ -	\$ -	\$ -	0.00%	\$ 12,814.00	\$ -
	Temp Road Removal											
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	-	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	2,183	SY	\$ 2.50	\$ 5,457.50	-	\$ -	\$ -	\$ -	0.00%	\$ 5,457.50	\$ -
3	Regrade for Sod	2,644	SY	\$ 4.50	\$ 11,898.00	-	\$ -	\$ -	\$ -	0.00%	\$ 11,898.00	\$ -
	Coconut Road											
1	Mill and Overlay Coconut Rd 1" ROM	3,000	SY	\$ 22.00	\$ 66,000.00	-	\$ -	\$ -	\$ -	0.00%	\$ 66,000.00	\$ -
2	Concrete Sidewalks ROW Coconut	7,734	SF	\$ 7.25	\$ 56,071.50	-	\$ -	\$ -	\$ -	0.00%	\$ 56,071.50	\$ -
3	Concrete Apron at Lift Station	800	SF	\$ 11.60	\$ 9,280.00	-	\$ -	\$ -	\$ -	0.00%	\$ 9,280.00	\$ -
4	Curb and Drive Demo	1	LS	\$ 3,800.00	\$ 3,800.00	-	\$ -	\$ -	\$ -	0.00%	\$ 3,800.00	\$ -
5	ROW F Curb	126	LF	\$ 24.00	\$ 3,024.00	-	\$ -	\$ -	\$ -	0.00%	\$ 3,024.00	\$ -

100%
can do file
work verified by other

[illegible]

[illegible]

17,870 CY Import Fill for Lake

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24002 (Spine Road)
 Pay Application 3

10/21/2024

Item	Description	Current Contract Amount	Amount Complete Pay App 3	Percent CDD Fundable	Amount CDD Fundable Pay App 3	Balance Developer Pay App 3	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
EARTHWORK SPINE ROAD										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill and Final Grade	\$ 245,287.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	MOT	\$ 9,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Lake Bank Fill (at roundabout on Spine Road)	\$ 69,471.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Stabilized Subgrade	\$ 35,106.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	8" Limerock (Roundabout)	\$ 3,657.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	8" Limerock	\$ 171,517.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Prime	\$ 8,910.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Asphalt SP 12.5 1 1/4" - First Lift	\$ 82,797.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Tack	\$ 7,527.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Asphalt SP 12.5 1" - Second Lift	\$ 75,270.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	A Curb	\$ 35,113.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	2' Ribbon Curb at Roundabout	\$ 7,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	F Curb	\$ 128,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	3' Valley Gutter Curb	\$ 14,995.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	RA Curb	\$ 12,052.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Pavement Markings & Signage x2 (1 Thermo)	\$ 86,780.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	ADA Ramps	\$ 14,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Concrete Sidewalk, 6"	\$ 166,469.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Concrete Median	\$ 3,600.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	\$ 19,360.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Rock Construction Roads	\$ 21,233.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL EARTHWORK SPINE ROAD	\$ 1,223,410.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TEMP ROAD										
1	Import Fill	\$ 86,815.50	\$ 8,681.55	100%	\$ 8,681.55	\$ -	\$ 868.16	\$ -	\$ 7,813.40	\$ -
2	Stabilized Subgrade	\$ 7,230.00	\$ 5,422.50	100%	\$ 5,422.50	\$ -	\$ 542.25	\$ -	\$ 4,880.25	\$ -
3	6" Limerock	\$ 40,730.25	\$ 30,552.19	100%	\$ 30,552.19	\$ -	\$ 3,055.22	\$ -	\$ 27,496.97	\$ -
4	Prime	\$ 1,771.25	\$ 1,290.94	100%	\$ 1,290.94	\$ -	\$ 129.09	\$ -	\$ 1,161.85	\$ -
5	Asphalt SP 9.5 - First Lift	\$ 17,464.00	\$ 13,098.00	100%	\$ 13,098.00	\$ -	\$ 1,309.80	\$ -	\$ 11,788.20	\$ -
6	Tack	\$ 1,637.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Asphalt SP 9.5 - Second Lift	\$ 18,009.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Pavement Markings & Signage	\$ 7,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Sod Road Shoulders & Signage	\$ 12,814.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL TEMP ROAD	\$ 193,728.00	\$ 59,045.18		\$ 59,045.18	\$ -	\$ 5,904.52	\$ -	\$ 53,140.66	\$ -
TEMP ROAD REMOVAL										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	\$ 5,457.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Regrade for Sod	\$ 11,898.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL TEMP ROAD REMOVAL	\$ 21,855.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COCONUT ROAD										
1	Mill and Overlay Coconut Rd 1" ROM	\$ 66,000.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Concrete Sidewalks ROW Coconut Rd	\$ 56,071.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Concrete Apron at Lift Station	\$ 9,280.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Curb and Driveway Demolition	\$ 3,800.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ROW F Curb	\$ 3,024.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL COCONUT ROAD	\$ 138,175.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEARING, FILL AND DEMUCK										
1	Preserve Clear	\$ 109,200.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill Lake	\$ 456,583.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Demuck Lake	\$ 17,886.00	\$ 17,886.00	0%	\$ -	\$ 17,886.00	\$ -	\$ 1,788.60	\$ -	\$ 16,097.40
	SUBTOTAL CLEARING, FILL AND DEMUCK	\$ 583,669.50	\$ 17,886.00		\$ -	\$ 17,886.00	\$ -	\$ 1,788.60	\$ -	\$ 16,097.40
	CONTRACT TOTAL	\$ 2,160,838.50	\$ 76,931.18		\$ 59,045.18	\$ 17,886.00	\$ 5,904.52	\$ 1,788.60	\$ 53,140.66	\$ 16,097.40

Total Amount Due (this invoice)	\$ 69,238.06	.07
Amount CDD Payable (this invoice)	\$ 53,140.66	
Balance Owed by Developer (this invoice)	\$ 16,097.40	.41

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT

**[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – RITZ RESIDENCES ESTERO BAY – SPINE ROAD]
[PAY APPLICATIONS #3]**

Payment Application ("Pay Application"):	Total Pay Application Amount:	CDD Eligible Amount:
#3	\$69,238.07	\$53,140.66
Developer: LB Raptor Investments, LLC ("Developer")	Contractor: South Florida Excavation, Inc. ("Contractor")	
Site CDD Work Contract: <i>Contractor Agreement</i>, dated _____ ("Contract")	Engineer's Report: <i>Engineer's Report</i>, dated September 8, 2023, Amended and Restated March 19, 2024, as revised March 28, 2024 (together, "<i>Engineer's Report</i>")	

THIS BILL OF SALE is made to be effective as of the 3rd day of December, 2024, by and between **LB Raptor Investments, LLC**, a Florida limited liability company ("**Grantor**"), whose address is 2210 Vanderbilt Beach Road, Suite 1300, Naples, FL 34109 and **Saltleaf Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT

[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – RITZ RESIDENCES ESTERO BAY – SPINE ROAD]

[PAY APPLICATIONS #3]

SIGNATURE PAGE

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

LB RAPTOR INVESTMENTS, LLC


Name: Stephen Wilson
Title: Authorized Rep
Date: 2/2/24

Exhibit A: Payment Application, with District Items Identified & Contractor Partial Release

SCHEDULE OF VALUES

SUBCONTRACTOR/VENDOR APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LB Raptor Investments, LLC.
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

APPLICATION No:

3

PERIOD TO:

July 31, 2024

SFE Job No.

24002

JOB NAME:
SFE Job Name:

Ritz Residences Estero Bay
Spine Road

RP0007CDD
Cost Code: 81-102

FROM: South Florida Excavation, Inc.
1455 Railhead Blvd., Suite #3
Naples, FL 34110

COST CODE:

DATE:

July 18, 2024

100% Reimbursed
by CDD.

CONTRACT FOR: Earthwork

Application is made for Payment, as shown below in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in
previous months by Owner

DEDUCTIONS

TOTAL

Approved this Month

Number

Net change by Change Orders

1. ORIGINAL CONTRACT SUM.....	\$ 2,160,838.50
2. Net change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (1±2).....	\$ 2,160,838.50
4. TOTAL COMPLETED TO DATE	\$ 612,040.04
5. TOTAL STORED TO DATE...	\$ -
5A. TOTAL COMPLETED + STORED TO DATE	\$ 612,040.04

6. RETAINAGE:

Stored Material a.	\$ -
Work Completed b.	\$ 61,204.00

Total Retainage (Line 6a + 6b) \$ 61,204.00

7. TOTAL EARNED LESS RETAINAGE..... \$ 550,836.04

(Line 4 + Line 5 - Line 6 Total)

8. LESS PREVIOUS CERTIFICATES FOR..... \$ 481,597.97

PAYMENT (Line 7 from prior Certificate).....

9. CURRENT PAYMENT DUE..... \$ 69,238.07

10. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 1,610,002.46

(Line 3 less Line 7)

SUBCONTRACTOR:

By:

Anderson

Date

7/18/24

State : Florida

Subscribed and sworn to before me this 18th day of July, 2024

Collier County

Notary Public

(Attach explanation if amount certified differs from the amount applied for.)

PROJECT MANAGER

By:

APPROVED FOR PAYMENT:

SUPERINTENDENT:

By:



Rick VanDyke
date verified?

(553,140.66)

partial

* see breakdown after
my invoice
(exhibit A)

SCHEDULE OF VALUES

S. FL Excavation
1455 Railhead Blvd., Suite 3
Naples, FL 34110
239-596-8111

Ritz Residences Estero Bay Spine Road

Application #: 3
Application date: 18-Jul-24
Invoice period: 31-Jul-24

A	B	C	D	E	F	G	H	I	J	K	L	
Item No.	Description of work	Qty	Unit	Unit Cost	Contract Amount	Work Completed		Materials presently stored (not D or E)	Total completed & stored to date (F+G+H)	%	Balance to finish (E - I)	Retainage
					Previous Period	This period						
	Earthwork											
	Spine Road											
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Import Fill and Final Grade	10,550	CY	\$ 23.25	\$ 245,287.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 245,287.50	\$ -
3	MOT	1	LS	\$ 9,300.00	\$ 9,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,300.00	\$ -
4	Lake Bank Fill (at Roundabout on Spine Rd)	2,988	CY	\$ 23.25	\$ 69,471.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 69,471.00	\$ -
5	Stabilized Subgrade	11,702	SY	\$ 3.00	\$ 35,106.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,106.00	\$ -
6	8" Limerock Roundabout	190	SY	\$ 19.25	\$ 3,657.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,657.50	\$ -
7	8" Limerock Roundabout	8,910	SY	\$ 19.25	\$ 171,517.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 171,517.50	\$ -
8	Prime	8,910	SY	\$ 1.00	\$ 8,910.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,910.00	\$ -
9	Asphalt SP 12.5 1 1/4" - 1st Lift	7,527	SY	\$ 11.00	\$ 82,797.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 82,797.00	\$ -
10	Tack	7,527	SY	\$ 1.00	\$ 7,527.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,527.00	\$ -
11	Asphalt SP 12.5 1" - 2nd Lift	7,527	SY	\$ 10.00	\$ 75,270.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 75,270.00	\$ -
12	A Curb	1,377	LF	\$ 25.50	\$ 35,113.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 35,113.50	\$ -
13	2' Ribbon Curb at Roundabout	160	LF	\$ 48.00	\$ 7,680.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,680.00	\$ -
14	F Curb	4,942	LF	\$ 26.00	\$ 128,492.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 128,492.00	\$ -
15	3' Valley Curb	326	LF	\$ 46.00	\$ 14,996.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,996.00	\$ -
16	RA Curb	524	LF	\$ 23.00	\$ 12,052.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,052.00	\$ -
17	Pavement Markins & Signage X2 (1 thermo)	1	LS	\$ 86,780.00	\$ 86,780.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 86,780.00	\$ -
18	ADA Ramps	22	EA	\$ 650.00	\$ 14,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,300.00	\$ -
19	Concrete Sidewalk, 6"	23,780	SF	\$ 7.00	\$ 166,460.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 166,460.00	\$ -
20	Concrete Median	300	SF	\$ 12.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,600.00	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	880	SY	\$ 22.00	\$ 19,360.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 19,360.00	\$ -
22	Rock Construction Roads	1,249	SY	\$ 17.00	\$ 21,233.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 21,233.00	\$ -
	Temp Road											
1	Import Fill	3,734	CY	\$ 23.25	\$ 86,815.50	10,417.86	\$ 8,681.55	\$ -	\$ 19,099.41	22.00%	\$ 67,716.09	\$ 1,909.94
2	Stabilized Subgrade	2,410	SY	\$ 3.00	\$ 7,230.00	\$ -	\$ 5,422.50	\$ -	\$ 5,422.50	75.00%	\$ 1,807.50	\$ 542.25
3	6" Limerock	2,295	SY	\$ 17.75	\$ 40,736.25	\$ -	\$ 30,552.19	\$ -	\$ 30,552.19	75.00%	\$ 10,184.06	\$ 3,055.22
4	Prime	2,295	SY	\$ 0.75	\$ 1,721.25	\$ -	\$ 1,290.94	\$ -	\$ 1,290.94	75.00%	\$ 430.31	\$ 129.09
5	Asphalt SP 9.5 - 1st Lift	2,183	SY	\$ 8.00	\$ 17,464.00	\$ -	\$ 13,098.00	\$ -	\$ 13,098.00	75.00%	\$ 4,366.00	\$ 1,309.80
6	Tack	2,183	SY	\$ 0.75	\$ 1,637.25	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,637.25	\$ -
7	Asphalt SP 9.5 - 2nd Lift	2,183	SY	\$ 8.25	\$ 18,009.75	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 18,009.75	\$ -
8	Pavement Markings and Signage	1	LS	\$ 7,300.00	\$ 7,300.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,300.00	\$ -
9	Sod Road Shoulders and Signage	29,800	SF	\$ 0.43	\$ 12,814.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,814.00	\$ -
	Temp Road Removal											
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,500.00	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	2,183	SY	\$ 2.50	\$ 5,457.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,457.50	\$ -
3	Regrade for Sod	2,644	SY	\$ 4.50	\$ 11,898.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,898.00	\$ -
	Coconut Road											
1	Mill and Overlay Coconut Rd 1" ROM	3,000	SY	\$ 22.00	\$ 66,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 66,000.00	\$ -
2	Concrete Sidewalks ROW Coconut	7,734	SF	\$ 7.25	\$ 56,071.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 56,071.50	\$ -
3	Concrete Apron at Lift Station	800	SF	\$ 11.60	\$ 9,280.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,280.00	\$ -
4	Curb and Drive Demo	1	LS	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,800.00	\$ -
5	ROW F Curb	126	LF	\$ 24.00	\$ 3,024.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,024.00	\$ -

100%
can do file
work verified by other

A Item No.	B Description of work	C Qty	D Unit	E Unit Cost	F Contract Amount	G Work Completed Previous Period	H This period	I Materials presently stored (not D or E)	J Total completed & stored to date (F+G+H)	K %	L Balance to finish (E - I)	M Retainage
	Preserve Clear	1	LS	\$ 109,200.00	\$ 109,200.00	\$ 109,200.00	\$ -	\$ -	\$ 109,200.00	100.00%	\$ -	\$ 10,920.00
	Import Fill Lake	19,638	CY	\$ 23.25	\$ 456,583.50	\$ 415,491.00	\$ -	\$ -	\$ 415,491.00	91.00%	\$ 41,092.50	\$ 41,549.10
	Demuck Lake	1	LS	\$ 17,886.00	\$ 17,886.00	\$ -	\$ 17,886.00	\$ -	\$ 17,886.00	100.00%	\$ -	\$ 1,788.60
Totals					\$ 2,160,838.50	\$ 535,108.86	\$ 76,931.18	\$ -	\$ 612,040.04		\$ 1,548,798.46	\$ 61,204.00

X
exclude - previously
invoiced (pay app 1)
* see next page

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24002 (Spine Road)
 Pay Application 3

10/21/2024

Item	Description	Current Contract Amount	Amount Complete Pay App 3	Percent CDD Fundable	Amount CDD Fundable Pay App 3	Balance Developer Pay App 3	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
EARTHWORK SPINE ROAD										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill and Final Grade	\$ 245,287.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	MOT	\$ 9,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Lake Bank Fill (at roundabout on Spine Road)	\$ 69,471.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Stabilized Subgrade	\$ 35,106.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	8" Limerock (Roundabout)	\$ 3,657.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	8" Limerock	\$ 171,517.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Prime	\$ 8,910.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Asphalt SP 12.5 1 1/4" - First Lift	\$ 82,797.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Tack	\$ 7,527.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Asphalt SP 12.5 1" - Second Lift	\$ 75,270.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	A Curb	\$ 35,113.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	2' Ribbon Curb at Roundabout	\$ 7,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	F Curb	\$ 128,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	3' Valley Gutter Curb	\$ 14,995.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	RA Curb	\$ 12,052.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Pavement Markings & Signage x2 (1 Thermo)	\$ 86,780.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	ADA Ramps	\$ 14,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Concrete Sidewalk, 6"	\$ 166,469.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Concrete Median	\$ 3,600.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Mill and Overlay 1" SP 9.5 with Tack	\$ 19,360.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Rock Construction Roads	\$ 21,233.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL EARTHWORK SPINE ROAD	\$ 1,223,410.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TEMP ROAD										
1	Import Fill	\$ 86,815.50	\$ 8,681.55	100%	\$ 8,681.55	\$ -	\$ 868.16	\$ -	\$ 7,813.40	\$ -
2	Stabilized Subgrade	\$ 7,230.00	\$ 5,422.50	100%	\$ 5,422.50	\$ -	\$ 542.25	\$ -	\$ 4,880.25	\$ -
3	6" Limerock	\$ 40,730.25	\$ 30,552.19	100%	\$ 30,552.19	\$ -	\$ 3,055.22	\$ -	\$ 27,496.97	\$ -
4	Prime	\$ 1,771.25	\$ 1,290.94	100%	\$ 1,290.94	\$ -	\$ 129.09	\$ -	\$ 1,161.85	\$ -
5	Asphalt SP 9.5 - First Lift	\$ 17,464.00	\$ 13,098.00	100%	\$ 13,098.00	\$ -	\$ 1,309.80	\$ -	\$ 11,788.20	\$ -
6	Tack	\$ 1,637.25	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Asphalt SP 9.5 - Second Lift	\$ 18,009.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Pavement Markings & Signage	\$ 7,300.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Sod Road Shoulders & Signage	\$ 12,814.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL TEMP ROAD	\$ 193,728.00	\$ 59,045.18		\$ 59,045.18	\$ -	\$ 5,904.52	\$ -	\$ 53,140.66	\$ -
TEMP ROAD REMOVAL										
1	Mobilization	\$ 4,500.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Asphalt SP 9.5 - 1.5" Removal	\$ 5,457.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Regrade for Sod	\$ 11,898.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL TEMP ROAD REMOVAL	\$ 21,855.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COCONUT ROAD										
1	Mill and Overlay Coconut Rd 1" ROM	\$ 66,000.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Concrete Sidewalks ROW Coconut Rd	\$ 56,071.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Concrete Apron at Lift Station	\$ 9,280.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Curb and Driveway Demolition	\$ 3,800.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	ROW F Curb	\$ 3,024.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL COCONUT ROAD	\$ 138,175.50	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLEARING, FILL AND DEMUCK										
1	Preserve Clear	\$ 109,200.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Import Fill Lake	\$ 456,583.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Demuck Lake	\$ 17,886.00	\$ 17,886.00	0%	\$ -	\$ 17,886.00	\$ -	\$ 1,788.60	\$ -	\$ 16,097.40
	SUBTOTAL CLEARING, FILL AND DEMUCK	\$ 583,669.50	\$ 17,886.00		\$ -	\$ 17,886.00	\$ -	\$ 1,788.60	\$ -	\$ 16,097.40
	CONTRACT TOTAL	\$ 2,160,838.50	\$ 76,931.18		\$ 59,045.18	\$ 17,886.00	\$ 5,904.52	\$ 1,788.60	\$ 53,140.66	\$ 16,097.40

Total Amount Due (this invoice)	\$ 69,238.06	.07
Amount CDD Payable (this invoice)	\$ 53,140.66	
Balance Owed by Developer (this invoice)	\$ 16,097.40	.41

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS CI**



This invoice is good to Pay.
Bill against SM0005CDD, SL
Marina CDD

INVOICE

Craig Klingensmith
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd. #1300
Naples, FL 34109

December 18, 2024
Project No: 21050704-202-13
Invoice No: 0000382364

Invoice Total \$669.00

Payment: Atwell Online Payment Portal
Reference #:

Project 21050704-202-13 Saltleaf Marina and Marina Onsite Parking Lot ✓

Professional Services Rendered from November 1, 2024 to November 30, 2024

Task 03 Construction Services

Professional Personnel

	Hours	Rate	Amount
Senior Project Engineer	3.00	223.00	669.00
Total	3.00		669.00
Total Labor			

669.00 ✓

Billing Limits

	Current	Prior	To-Date
Total Billings	669.00	1,116.00	1,785.00
Contract Amount			10,000.00
Remaining			8,215.00

Total this Task

100% Reimbursed
by CDD
\$669.00 ✓

Total this Invoice

\$669.00

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge.
Remittance notifications or questions can be directed to atweller@atwell-group.com or by calling the phone number listed above.

Billing Backup

Wednesday, December 18, 2024

Atwell, LLC

Invoice 0000382364 Dated 12/18/2024

11:12:50 AM

Project	21050704-202-13	Saltleaf Marina and Marina Onsite Parking Lot
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Task	03	Construction Services
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Professional Personnel

		Hours	Rate	Amount
Senior Project Engineer				
Strollo, Dominic	11/13/2024 <i>OK</i>	1.50	223.00	334.50
Pelican Landing DSH permit dredging narrative & exhibits				
Strollo, Dominic	11/14/2024	1.50	223.00	334.50
Pelican Landing DSH permit dredging narrative & exhibits				
Total		3.00		669.00
Total Labor				669.00

Total this Task \$669.00

Total this Project \$669.00

Total this Report \$669.00

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge. Remittance notifications or questions can be directed to atweller@atwellgroup.com or by calling the phone number listed above.



This invoice is good to
pay. Bill against SM0008,
Marina Offsite Parking Lot

INVOICE

Craig Klingensmith
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd. #1300
Naples, FL 34109

November 14, 2024

Project No: 21050704-208-02

Invoice No: 0000376220

Invoice Total **\$4,481.55**

Payment: **Atwell Online Payment Portal**

Reference #:

Project 21050704-208-02 Saltleaf Marina Offsite Parking Lot
Professional Services Rendered from October 1, 2024 to October 31, 2024

Task	01	Phase 2 Design and Site Planning			
Professional Personnel					
			Hours	Rate	Amount
		Senior Project Engineer	7.50	223.00	1,672.50
		Engineer/Designer I	8.50	141.00	1,198.50
		Total	16.00		2,871.00
		Total Labor			2,871.00

Billing Limits	Current	Prior	To-Date	
Total Billings	2,871.00	0.00	2,871.00	
Contract Amount			3,000.00	
Remaining			129.00	
				100% Reimbursed
		Total this Task		\$2,871.00

Task	03	Permitting Services Lee County DO			
Fee					
Total Fee	20,011.00				
Percent Complete	55.00	Total Earned	11,006.05		
		Previous Fee Billing	10,005.50		
		Current Fee Billing	1,000.55		
		Total Fee			1,000.55
		Total this Task			\$1,000.55

Task	04	Permitting Services BSU App to Construct			
Fee					
Total Fee	6,100.00				
Percent Complete	10.00	Total Earned	610.00		
		Previous Fee Billing	0.00		
		Current Fee Billing	610.00		
		Total Fee			610.00
		Total this Task			\$610.00

Total this Invoice **\$4,481.55**

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1 1/2% per month (18% annual) service charge.
Remittance notifications or questions can be directed to atwell@atwell-group.com or by calling the phone number listed above.

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge.
Remittance notifications or questions can be directed to ashley@atwell-group.com or by calling the phone number listed above.

Billing Backup

Wednesday, November 13, 2024

Atwell, LLC

Invoice 0000376220 Dated 11/14/2024

10:43:43 AM

Project	21050704-208-02	Saltleaf Marina Offsite Parking Lot
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Task	01	Phase 2 Design and Site Planning
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Professional Personnel

		Hours	Rate	Amount
Senior Project Engineer				
Strollo, Dominic	10/28/2024	2.50	223.00	557.50
reviewed client redlines w/ Juana; meeting w/ client to discuss site design (e.g. rear wall/landscape buffer, FH spacing/requirement, etc.); researched Lee County LDC for walls in landscape buffers				
Strollo, Dominic	10/29/2024	2.00	223.00	446.00
coordination on north wall placement in landscape buffer based on topo and existing lake				
Strollo, Dominic	10/30/2024	2.00	223.00	446.00
coordination on north wall placement in landscape buffer based on topo and existing lake; coordination w/ Fire Marshal on FH spacing/requirement				
Strollo, Dominic	10/31/2024	1.00	223.00	223.00
review of north border (wall vs. lake) w/ client; went over redlines w/ Juana & Marsi				
Engineer/Designer I				
Maklaj, Marsida	10/4/2024	8.50	141.00	1,198.50
JPM redlines + Ray redlines				
Total		16.00		2,871.00
Total Labor				2,871.00
Total this Task				\$2,871.00

Task	02	Plan Modifications
------	----	--------------------

Professional Personnel

		Hours
Engineer/Designer I		
Maklaj, Marsida	10/7/2024	1.50
Ray's redlines		
Total		1.50
Total Labor		

Total this Task

Task	03	Permitting Services Lee County DO
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Professional Personnel

		Hours
Project Manager I		
Leos, Cesareo	10/17/2024	1.00
Reviewing offsite parking lot plans.		
Total		1.00
Total Labor		

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge. Remittance notifications or questions can be directed to atwcl@atwell-group.com or by calling the phone number listed above.

Total this Task

Task 04 Permitting Services BSU App to Construct

Professional Personnel

Hours

Senior Project Engineer		
Strollo, Dominic	10/24/2024	.50
coordination w/ BSU on easement requirements for irrigation service		
Total		.50
Total Labor		

Total this Task

Total this Project **\$2,871.00**

Total this Report **\$2,871.00**

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge. Remittance notifications or questions can be directed to atw@atwellgroup.com or by calling the phone number listed above.



INVOICE

Rick VanDyne
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

September 25, 2024
Project No: 24070
Invoice No: 53196

Saltleaf Marina
100 % Reimbursed

Invoice Total \$1,925.00

Project 24070 Bayview Residences-SM0005CDD-Saltleaf Marina
Please reference CEC Project and Invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from September 1, 2024 to September 30, 2024

Billing Group	01	Construction Staking Services	
Fee			
Total Fee	19,250.00		
Percent Complete	60.00	Total Earned	11,550.00
		Previous Fee Billing	9,625.00
		Current Fee Billing	1,925.00
		Total Fee	1,925.00
		Total this Billing Group	\$1,925.00
		Total this Invoice	\$1,925.00

public park my cool. ✓
CDN

Outstanding Invoices

Number	Date	Balance
53089	8/28/2024	962.50
Total		962.50

Total Now Due ~~\$2,887.50~~

Authorized
By:

Date: 9-25-24

Richard Ewing



This invoice is good to
pay. Bill against
SM0005CDD (Marina)

INVOICE

Saltleaf Marina
- 100 % Reimbursed

Rick VanDyne
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

October 31, 2024
Project No: 24070
Invoice No: 53315

Invoice Total \$1,925.00

Project 24070 Bayview Residences-SM0005CDD-Saltleaf Marina
Please reference CEC Project and Invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from October 1, 2024 to October 31, 2024

Billing Group 01 Construction Staking Services

Fee

Total Fee 19,250.00

Percent Complete 70.00

Total Earned 13,475.00

Previous Fee Billing 11,550.00

Current Fee Billing 1,925.00

Total Fee 1,925.00

Total this Billing Group \$1,925.00

Total this Invoice \$1,925.00

pub(2) pub(1) my 100% (OK)

Outstanding Invoices

Number	Date	Balance
53089	8/28/2024	962.50
53196	9/25/2024	1,925.00
Total		2,887.50

Total Now Due ~~\$4,812.50~~

Authorized
By:

Date: 10-31-24

Richard Ewing



This invoice is good to pay. See below for job #'s below

INVOICE

Saltleaf Marina. See Below for % Reimbursed

Ray Piacente
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

November 19, 2024
Project No: 17178
Invoice No: 53356

Invoice Total \$34,955.39

Project 17178 Bayview on Estero Bay Marina
Please refer to project and invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from September 1, 2024 to October 31, 2024

Billing Group 18A Additional Phase II Const. Phase Service Split 50%
Fee SM0005 / 50% ✓
SM0005CDD

September 11,000.00 50/50
October 11,000.00

Total Fee 22,000.00

Total this Billing Group \$22,000.00 (11,000.00-1)

Billing Group 21 Permitting Support Services SM0005CDD
WO #7 - 100% CDD

Professional Personnel

	Hours	Rate	Amount
104_Staff Scientist			
Klinger, Kora 9/26/2024	2.00	112.00	224.00
Drafting environmental findings from field work letter			
Klinger, Kora 9/27/2024	3.00	112.00	336.00
AutoCAD and letter edits			
Totals	5.00		560.00
Total Labor			560.00

Billing Limits	Current	Prior	To-Date
Total Billings	560.00	6,964.50	7,524.50
Limit			45,000.00
Remaining			37,475.50

Total this Billing Group \$560.00 ✓

Billing Group 23 Channel Dredging Phase Services SM0005CDD
WO# 7 - 100% CDD

Fee

Total Fee	22,000.00	
Percent Complete	62.842	Total Earned 13,825.23
		Previous Fee Billing 7,361.50

28421 Bonita Crossings Blvd., Bonita Springs, FL 34135

239-643-2324 • Fax (239) 643-1143

E-mail: info@cecfl.com

SERVING COASTAL COMMUNITIES SINCE 1977

Project	17178	Bayview on Estero Bay Marina	Invoice	53356
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Current Fee Billing	6,463.73
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Total Fee	6,463.73
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Total this Billing Group	\$6,463.73
---------------------------------	-------------------

Billing Group	28
---------------	----

Fee

SAV Resources Relocation

SM0005CDD

Total Fee	9,120.00
-----------	----------

Percent Complete

65.0401

Total Earned

5,931.66

Previous Fee Billing

0.00

Current Fee Billing

5,931.66

Total Fee

5,931.66

Total this Billing Group

\$5,931.66

Total this Invoice

\$34,955.39

Authorized
By:

Date: 11/19/2024

Mark Kincaid



This invoice is good to pay. Bill
against SM0005CDD, Marina

INVOICE

Saltleaf Marina
- 100 % Reimbursed

Rick VanDyne
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

December 12, 2024
Project No: 24070
Invoice No: 53438

Invoice Total \$1,925.00

Project 24070 Bayview Residences-SM0005CDD-Saltleaf Marina
Please reference CEC Project and Invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from December 1, 2024 to December 31, 2024

Billing Group 01 Construction Staking Services - Public only - 100% com
Fee

Total Fee 19,250.00

Percent Complete

80.00

Total Earned

15,400.00

Previous Fee Billing

13,475.00

Current Fee Billing

1,925.00

Total Fee

1,925.00

Total this Billing Group

\$1,925.00

Total this Invoice

\$1,925.00

Authorized
By:

Date:

12-12-24

Richard Ewing



This invoice is good to pay.
See below for job #'s below

INVOICE

Ray Piacente
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

December 19, 2024
Project No: 17178
Invoice No: 53486

Saltleaf Marina. See
Below for % Reimbursed

Invoice Total \$9,378.37

Project 17178 Bayview on Estero Bay Marina
Please refer to project and invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from November 1, 2024 to November 30, 2024

Billing Group 18 Phase II Const. Phase Services Split 50% SM0005 / 50% SM0005CDD ✓ 50% Reimbursed
WO #6

Fee

Total Fee 43,950.00

Percent Complete 100.00 Total Earned 43,950.00
Previous Fee Billing 40,261.63
Current Fee Billing 3,688.37

Total Fee 3,688.37

Total this Billing Group \$3,688.37

(1,844.19)
CDD
elym
(50%)

Billing Group 23 Channel Dredging Phase Services
WO# 7

Fee

Total Fee 22,000.00

Percent Complete 73.5692 Total Earned 16,185.23
Previous Fee Billing 13,825.23
Current Fee Billing 2,360.00

Total Fee 2,360.00

Total this Billing Group \$2,360.00

✓ 100% Reimbursed

SM0005CD
D

Billing Group 29 Post Milton Bathymetric Survey WO#11
WO#11

Fee

Total Fee 3,330.00

Percent Complete 100.00 Total Earned 3,330.00
Previous Fee Billing 0.00
Current Fee Billing 3,330.00

Total Fee 3,330.00

Total this Billing Group \$3,330.00

✓ 100% Reimbursed

SM0005CD
D

Project	17178	Bayview on Estero Bay Marina	Invoice	53486
---------	-------	------------------------------	---------	-------

Total this Invoice	\$9,378.37
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Outstanding Invoices

Number	Date	Balance
53356	11/19/2024	34,955.39
Total		34,955.39

Total Now Due	\$44,333.76
---------------	-------------

Authorized
By:

Date: 12/19/2024

Mark Kincaid



PLEASE REMIT TO: **NOTE: New REMIT TO Address**
ECS FLORIDA, LLC
14030 THUNDERBOLT PLACE, SUITE 500
CHANTILLY, VA 20151

Invoice Date

11/7/2024

Invoice Number

2003041

Always Refer To
Above Number

Saltleaf Marina
- 100% Reimbursed

PROJECT NAME: SM0005CDD
5502 Coconut Road
Bonita Springs, FL 34134

TO: Rick VanDyne
Saltleaf Marina Investments LLC
2210 Vanderbilt Road
Suite 1300
Naples, FL 34109

This invoice is good to pay. CMT
testing for CDD componets for SL
Marina, SM0005CDD

*Not more
infinite*

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
60:GU6603	60:2358	11/2/2024	DUE UPON RECEIPT

**Please Pay
This Amount:**

\$4,047.50

Description	Quantity	Units	Unit Price	Extension	Total
Professional Engineer	1.00	HOUR	\$175.00		\$175.00
Project Manager	1.50	HOUR	\$115.00		\$172.50
Engineering Technician (Soils, Concrete, Masonry, and Asphalt)	54.96	HOUR	\$65.00		\$3,572.40
Project Administrator	0.46	HOUR	\$60.00		\$27.60
Trip Charge	5.00	TRIP	\$20.00		\$100.00
				Subtotal:	\$4,047.50

*Location &
purpose!*

Invoice Total - Please Remit =>

\$4,047.50

If you have any questions regarding this invoice,
please contact **Mike Szelest** at 239.236.7511

*material testing for
public marina*

*** BUDGET SUMMARY ***

Budget Estimate:	\$4,047.50
Previously Invoiced:	\$0.00
Amt. This Invoice:	\$4,047.50
Amt. Remaining:	\$0.00

100% CDD eligible



This invoice is good to pay. See below for job numbers.

Saltleaf Marina Offsite - 100% Reimbursement

November 05, 2024

Project No: EO211088.000

Invoice No: 2410032

Due Date: December 05, 2024

LB Estero Bay Investments, LLC

LB Estero Bay Investments II, LLC

LB Raptor Investments, LLC

Saltleaf Marina Investments, LLC

Project EO211088.000

Saltleaf on Estero Bay | Bayview/Raptor Bay

Professional Services from September 27, 2024 to October 31, 2024

Phase Description	Contract Amount	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Bill against SL Villas - Saltleaf Investments I, LLC (SI0008)					
Master Plan Assistance					
Master Plan Assistance (Hourly-NTE)	200,000.00	99.933	199,866.00	198,501.00	1,365.00
Total Master Plan Assistance	200,000.00		199,866.00	198,501.00	1,365.00
Gatehouse Scenarios (hourly)	20,000.00	30.58	6,116.00	6,116.00	0.00
Ritz Entrance & Guardhouse					
Design Development	40,000.00	100.00	40,000.00	40,000.00	0.00
Construction Documents	25,000.00	100.00	25,000.00	25,000.00	0.00
Bidding Assistance & Negotiations (hrly)	0.00	0.00	0.00	0.00	0.00
Construction Observation Visits (hrly)	0.00	0.00	0.00	0.00	0.00
Total Ritz Entrance & Guardhouse	65,000.00		65,000.00	65,000.00	0.00
DOA-1					
Bayview Residences DOA-1 Add Services	16,000.00	97.0313	15,525.00	15,525.00	0.00
Bayview Residences DOA-1 Resubmittal(s)	10,000.00	100.00	10,000.00	10,000.00	0.00
Total DOA-1	26,000.00		25,525.00	25,525.00	0.00
Bill against SL Marina Offsite Parking Lot - Saltleaf Marina Investments, LLC (SI0009)					
Marina-Add'l Parking Lot					
Development Order Submittal	8,000.00	41.125	3,290.00	0.00	3,290.00
Construction Observation (hourly)	4,000.00	0.00	0.00	0.00	0.00
Ongoing Design Coordination (hourly)	1,500.00	0.00	0.00	0.00	0.00
Total Marina-Add'l Parking Lot	13,500.00		3,290.00	0.00	3,290.00
Spine Road Realignment					
Design Development	10,500.00	0.00	0.00	0.00	0.00
Construction Documents	11,000.00	0.00	0.00	0.00	0.00
Bidding Assistance & Negotiations (hrly)	0.00	0.00	0.00	0.00	0.00
Construction Observation Visits (hrly)	0.00	0.00	0.00	0.00	0.00
Total Spine Road Realignment	21,500.00		0.00	0.00	0.00
Bayview Branded Residences					
Conceptual Design	69,250.00	100.00	69,250.00	69,250.00	0.00
Schematic Design-EDSA	64,750.00	100.00	64,750.00	64,750.00	0.00

Project	EO211088.000	Saltleaf on Estero Bay			Invoice	2410032
Schematic Design-Cloward		54,000.00	100.00	54,000.00	54,000.00	0.00
Design Development-EDSA		95,250.00	100.00	95,250.00	95,250.00	0.00
Design Development-Cloward		63,000.00	100.00	63,000.00	63,000.00	0.00
Construction Documents-EDSA		46,000.00	100.00	46,000.00	46,000.00	0.00
Construction Documents-Cloward		63,000.00	100.00	63,000.00	63,000.00	0.00
Construction Administration (Hourly)		105,000.00	99.7524	104,740.00	100,195.00	4,545.00
ASA 2.1 - VE Resubmittal		26,000.00	100.00	26,000.00	26,000.00	0.00
ASA 2.2 - Penthouse Schematic Studies		4,000.00	100.00	4,000.00	4,000.00	0.00
ASA 2.2-Penthouse Add'l Schematic Study		3,000.00	57.4667	1,724.00	1,724.00	0.00
ASR 3: North Tower CDs		25,000.00	100.00	25,000.00	25,000.00	0.00
ASR 3: North Tower Permit Documentation		15,000.00	100.00	15,000.00	15,000.00	0.00
ASR 4: Design Revisions (hourly)		13,500.00	100.00	13,500.00	13,500.00	0.00
Total Bayview Branded Residences		646,750.00		645,214.00	640,669.00	4,545.00
Bill against Estero Bay Ritz Towers Infrastructure - LB Ester Bay Investments, LLC (EB0006)						
Bayview Sales Center						
Conceptual Design		26,500.00	100.00	26,500.00	26,500.00	0.00
Schematic Design		37,800.00	100.00	37,800.00	37,800.00	0.00
Design Development		42,900.00	100.00	42,900.00	42,900.00	0.00
Construction Documents		25,000.00	100.00	25,000.00	25,000.00	0.00
Construction Administration (Hourly)		29,000.00	98.4483	28,550.00	28,550.00	0.00
Total Bayview Sales Center		161,200.00		160,750.00	160,750.00	0.00
Raptor Bay Golf Clubhouse						
Conceptual Design		29,800.00	100.00	29,800.00	29,800.00	0.00
Schematic Design		55,000.00	0.00	0.00	0.00	0.00
Design Development		62,500.00	0.00	0.00	0.00	0.00
Construction Documents		39,560.00	0.455	180.00	180.00	0.00
Construction Administration (Hourly)		0.00	0.00	0.00	0.00	0.00
Total Raptor Bay Golf Clubhouse		186,860.00		29,980.00	29,980.00	0.00
Main Community Entrance						
Conceptual/Schematic Design		10,000.00	100.00	10,000.00	10,000.00	0.00
Design Development		25,000.00	100.00	25,000.00	25,000.00	0.00
Construction Documents		12,500.00	100.00	12,500.00	12,500.00	0.00
Bidding Assistance (hourly)		500.00	36.00	180.00	180.00	0.00
Construction Observation Visits (hourly)		1,000.00	54.00	540.00	540.00	0.00
Total Main Community Entrance		49,000.00		48,220.00	48,220.00	0.00
Development Order Submittal Docs		10,000.00	100.00	10,000.00	10,000.00	0.00
Cloward Change Orders						
Change Order 1		13,500.00	100.00	13,500.00	13,500.00	0.00
Total Cloward Change Orders		13,500.00		13,500.00	13,500.00	0.00
Bill against SL Marina Public Rest - Saltleaf Marina Investments, LLC (SM0007)						
Restaurant						
Design Development		35,000.00	100.00	35,000.00	35,000.00	0.00
Construction Documents		20,000.00	100.00	20,000.00	20,000.00	0.00
Bidding Assistance & Negotiations (hrly)		6,000.00	88.8167	5,329.00	3,734.00	1,595.00
Construction Observation Visits (hrly)		0.00	0.00	0.00	0.00	0.00
Total Restaurant		61,000.00		60,329.00	58,734.00	1,595.00
Total Fee		1,474,310.00		1,267,790.00	1,256,995.00	10,795.00

Project	EO211088.000	Saltleaf on Estero Bay	Invoice	2410032
		Total Fee		10,795.00
			Total This Invoice	\$10,795.00

Outstanding Invoices

Number	Date	Balance
2409054	10/3/2024	15,172.00
Total		15,172.00

Bank Account Details
 Bank: Regions Bank
 ABA: 062005690
 ACH Only Routing #: 063104668
 Swift Code: UPNBUS44
 Account Name: EDSA, Inc.
 Account: 0352644561

Please reference project name and invoice number on wiring details

partial
(\$3,290.-)
CD
eligible



323 W Drake Rd, Suite 204
Fort Collins, CO 80526

This invoice is good to pay. Bill
against SM0005CDD (Marina
onsite parking lot) and
SM0008 (marina offsite
parking lot)

Invoice

DATE	INVOICE #
10/16/2024	10951

TERMS
Net 60

BILL TO

SALTLEAF MARINA INVESTMENTS LLC
2210 Vanderbilt Beach Rd.
Naples, FL 34109

Marina Irrigation -
100% Reimbursable

PROJECT

Saltleaf Parking Lots Performance Specs

public only

Description	Rate	Amount
Task 1: Irrigation Performance Specifications	1,800.00	1,800.00
PLEASE, MAKE PAYMENT TO HINES INC VIA CHECK OR ACH. THANK YOU!		Total \$1,800.00

970-282-1800

INVOICE

MP Structures
PO Box 60702
Fort Myers, FL 33907

ruth@mpstructures.com
+1 (239) 980-2953
www.mpstructures.com



Bill to
Wiley Parker

~~London Bay Homes~~

Saltleaf Marine Investments, LLC

This invoice is good to pay. Bill
against RP0011. Will be
remibursed by CDD

100% Reimbursed

Invoice details

Invoice no.: 1418

Invoice date: 11/01/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Construction Documents	Saltleaf Main Entry Structures	1	\$2,500.00	\$2,500.00
Total					\$2,500.00

*Verify all
locations within
CDD real property
or easements*



MOODY.POWELL
STRUCTURAL ENGINEERS

PO Box 60702
Fort Myers, FL 33907

(239) 837-8557

mail@mpstructures.com

Agreement for Engineering Services

Date of Issuance: August 22, 2024

Wiley Parker

~~London Bay Development Group~~

2210 Vanderbilt Beach Road, Suite 1300

Naples, FL 34109

LB SALTLEAF MARINA LLC

Saltleaf Main Entry – Site Structures

Scope of Services

Provide structural engineering for the following accessory structures: (2) monument water features, (1) monument sign, and (3) directional sign freestanding walls located in Bonita Springs, FL.

Services specifically excluded are geotechnical engineering, site observation, specialty engineering, services related to the presence of any hazardous materials, shoring, and cost estimating.

Compensation

Compensation for engineering services will be a lump sum fee of \$2,500.

Additional Provisions

Construction administration and minor iterations to the design are expected and are covered in this proposal. Major revisions or changes during construction will be billed as additional services.

This proposal is valid for 30 days from the date of issuance.

This Letter of Agreement and Exhibit A constitute the entire Agreement between the parties.

MP Structures

By:

Josh Moody, PE Vice President

Agreed to and accepted by

Signature

Name

Company ("Client")

Craig King
LB SALTLEAF MARINA LLC

15/8

is this
same as

Saltleaf Marina Imports, LLC?

EXHIBIT A - Terms and Conditions

This is an exhibit attached to and made a part of the Letter of Agreement dated August 22, 2024 between MP Structures (Engineer) and London Bay Development Group (Client).

Qualifications

The Contractor shall be solely responsible for jobsite safety. Neither the professional activities of the Engineer, nor the presence of the Engineer at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing and coordinating the Work in accordance with the contract documents.

Minor errors and omissions, requiring further development of the construction documents, may occur and are considered a standard and acceptable part of the design process. Services required for clarifications during construction due to any errors and omissions will be provided expediently and free of fees. Limited change orders, which may be required to complete/modify the work affected by the minor errors and omissions, are expected and the Engineer shall not be held liable for said change orders.

In the event the Client makes any changes to any construction documents prepared by the Engineer without obtaining the Engineer's prior written consent, the Client shall assume full responsibility and/or liability for the results of such changes.

Invoicing and Payment

Invoices shall be submitted by the Engineer as each project or phase is complete, but not greater than monthly intervals. Invoices are due upon presentation and shall be considered past due if not paid within 30 days of the due date. Engineer shall be entitled to be paid 100% of all costs of collection, including attorneys' fees and court fees, incurred while collecting past due amounts will be charged to the Client's account. Engineer may suspend and/or terminate Services and withhold work in the event of nonpayment. Upon default, past due amounts shall accrue interest at the maximum rate allowed under Florida law.

Indemnification

Client shall indemnify, defend, and hold Engineer, its managers, contractors, employees, agents, officers, principals, and members, harmless from all damages, claims, liabilities, and costs, including attorneys' fees and defense costs, arising out of or in any way connected with Engineer's performance under this Agreement, except those damages and liabilities solely caused by the willful misconduct of Engineer.

Limitation on Liability

Under no circumstances will Engineer, or its managers, contractors, employees, agents, officers, principals, and members, be liable to client for amounts more than \$50,000 for any injuries, losses, expenses and costs, damages, or claims arising out of this Agreement from any cause (including, but not limited to, negligence, errors, omissions, strict liability, breach of contract claims or breach of warranty claims). In addition, Engineer shall not be liable to Client for consequential damages. Pursuant to F.S. 558.0035, an individual employee or agent may not be held individually liable for negligence.

Ownership of Work

All drawings, calculations, reports, electronic files, and all other materials produced by Engineer while performing the Services contracted for hereunder, including the design and ideas expressed therein, shall remain the property of Engineer. Any reuse or duplication of said items without the express written consent of Engineer is prohibited.

Hidden Conditions

A structural condition is hidden if it is concealed by existing finishes or if it cannot be investigated by reasonable visual observation. The Client is responsible for all risks associated with this condition, and the Engineer shall not be responsible for the existing condition nor any resulting damage to persons or property.

Termination

In the event of termination of this Agreement by either party, the Client shall pay the Engineer for all services rendered and all reimbursable costs incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement.

Disputes Resolution

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, before commencing legal proceedings arising out of or relating to this Agreement, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to mediation unless the parties mutually agree otherwise. In any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover the legal fees and costs it incurs in the litigation, including appeals.

Governing Laws

This Agreement contains the entire understanding of the parties and supersedes all prior written or verbal negotiations, representations, understandings, or other agreements between the parties relating to the subject matter hereof. Any modifications to this Agreement must be in writing and signed by both parties. This Agreement shall be governed by the laws of the principal place of business of the Engineer.



PASSARELLA & ASSOCIATES INC

13620 Metropolis Avenue
Suite 200
Fort Myers, FL 33912
239-274-0067

This invoice is good to
Pay. Bill against
SM0005CDD, Marina and
SM0008, Offsite Parking
Lot

In Account With

Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

**Saltleaf Marina and
Offsite Parking Lot -
100% Reimbursed**

Saltleaf Marina

Project #24SM14296 (Invoice 1)

November 08, 2024

For services rendered in connection with the Saltleaf Marina ("Project") located in Section 7, Township 47 South, Range 25 East, Lee County, Florida per Professional Services Agreement dated October 9, 2024.

Professional services through October 31, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
1.0 Preliminary Site Inspection	1,500.00	90	0.00	1,350.00	1,350.00
2.0 FDEP Minor ERP Modification Application	3,400.00	30	0.00	1,020.00	1,020.00
3.0 FDEP Minor ERP Modification Application Review	2,500.00	0	0.00	0.00	0.00
4.0 Meetings and General Consultation	3,000.00	13	0.00	375.00	375.00
99.0 Reimbursables	0.00	0	0.00	0.00	0.00
Total	10,400.00		0.00	2,745.00	2,745.00

Professional Services Due This Invoice:

2,745.00

Task 4.0 Meetings and General Consultation

Senior Ecologist III - Office	Hours	Rate	Billed Amount
10/04/2024 Permit application coordination meeting	0.50	250.00	125.00
10/25/2024 Virtual meeting with Piacente re: FDEP permits and modification application; researched FLUCFCS map	1.00	250.00	250.00
Task subtotal			375.00



PASSARELLA & ASSOCIATES INC

13620 Metropolis Avenue
Suite 200
Fort Myers, FL 33912
239-274-0067

This invoice is good to pay.
Bill against Marina CDD,
SM0005CDD

In Account With

Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

Conservation Esmts -
Mangrove Trimming
100% Reimbursed ✓

Saltleaf Marina

Project #24SMI4296 (Invoice 2) ✓

December 09, 2024

For services rendered in connection with the Saltleaf Marina ("Project") located in Section 7, Township 47 South, Range 25 East, Lee County, Florida per Professional Services Agreement dated October 9, 2024.

Professional services through November 30, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
1.0 Preliminary Site Inspection	1,500.00	100	1,350.00	1,500.00	150.00
2.0 FDEP Minor ERP Modification Application	3,400.00	95	1,020.00	3,230.00	2,210.00
3.0 FDEP Minor ERP Modification Application Review	2,500.00	0	0.00	0.00	0.00
4.0 Meetings and General Consultation	3,000.00	22	375.00	657.50	282.50
99.0 Reimbursables	0.00	0	0.00	0.00	0.00
Total	10,400.00		2,745.00	5,387.50	2,642.50

Professional Services Due This Invoice: **2,642.50** ✓

Task 4.0 Meetings and General Consultation

	Hours	Rate	Billed Amount
<u>Administrative Assistant I</u>			
11/07/2024 Protected species survey report	2.50	65.00	162.50
<u>Administrative Assistant II</u>			
11/07/2024 Protected species survey report	0.25	80.00	20.00
<u>AutoCAD III</u>			
11/05/2024 Figures for protected species survey report	0.25	150.00	37.50
<u>Senior Ecologist III - Office</u>			
11/07/2024 Protected species survey report	0.25	250.00	62.50
Task subtotal			282.50

PROFESSIONAL SERVICES AGREEMENT

SECTION 1 – GENERAL

THIS IS AN AGREEMENT made as of _____, 2024, between **Saltleaf Marina Investments, LLC** (“CLIENT”) and **Passarella & Associates, Inc.** (“CONSULTANT”).

This Agreement is for the Saltleaf Marina (“Project”) located in Section 7, Township 47 South, Range 25 East, Lee County, Florida.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional ecological services (“Services”) by CONSULTANT with respect to the Project and the payment for those services by CLIENT as set forth below.

CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

SECTION 2 – SCOPE OF SERVICES

Execution of this Agreement by CONSULTANT and CLIENT constitutes CLIENT’S written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, (“Scope of Services”) and in the other exhibits listed below. This Agreement will become effective on the date first above written.

SECTION 3 – COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled “Scope of Services,” the CLIENT shall compensate the CONSULTANT as provided in Exhibit B.

For Reimbursable Expenses, in addition to payments provided for CONSULTANT and CONSULTANT’S Sub-Consultants, CLIENT shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

Invoices for CONSULTANT’S services, Sub-Consultants, and Reimbursable Expenses will be prepared in accordance with CONSULTANT’S standard invoicing practices and will be submitted to CLIENT by CONSULTANT at least monthly. The amount billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT’S invoice, CONSULTANT may, after giving seven day’s written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the CLIENT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the

charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

SECTION 4 – STANDARD OF PERFORMANCE

The standard of care for all professional consulting and related services furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with CONSULTANT's services.

SECTION 5 – LIMITATION OF LIABILITY

CONSULTANT's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including CONSULTANT's professional negligent acts, errors, or omissions, shall not exceed the CONSULTANT's compensation, and CLIENT hereby releases and holds harmless CONSULTANT from any liability above such amount.

SECTION 6 – COUNTERPARTS

This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

SECTION 7 – EXHIBITS

This Agreement is subject to the provisions of the following Exhibits (if checked) which are attached to and made a part of this Agreement:

- | | |
|------------|---|
| Exhibit A. | ☒ "Scope of Services" |
| Exhibit B. | ☒ "Compensation" |
| Exhibit C. | ☒ "Consultant's Hourly Rate Schedule" |
| Exhibit D. | ☒ "Reimbursables" |

IN WITNESS WHEREOF, the parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. CLIENT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As CLIENT or CLIENT's legal representative, I have read, understand, and agree to the business terms and conditions contained herein including the CONSULTANT's Limited Liability section of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CLIENT:

Saltleaf Marina Investments, LLC

Signature

By:

Craig King Smith
Name Typed or Printed

Title:

V.P.

Address for giving notices:

Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Road, Suite 1300
Naples, Florida 34109
Phone: (239) 449-1511
Fax: () -

Attest:

Signature

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of

Florida

County of

Collier

The foregoing instrument was acknowledged before me this 19th day of September, 2024, by Craig King Smith who is personally known to me or who has produced identification as

Notary Public

Name typed, printed or stamped

Anna Murphy

(Seal)

CONSULTANT:

Passarella & Associates, Inc.

Signature

By:

Kenneth C. Passarella

Name Typed or Printed

Title:

President

Address for giving notices:

Passarella & Associates, Inc.
13620 Metropolis Avenue, Suite 200
Fort Myers, Florida 33912
Phone: (239) 274-0067
Fax: (239) 274-0069



EXHIBIT A

Exhibit A consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2024.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:

CLIENT

CONSULTANT

SCOPE OF SERVICES

<u>Task</u>	<u>Description</u>
1.0	Preliminary Site Inspection
1.1	Conduct site inspection to document existing vegetative conditions along the Florida Department of Environmental Protection (FDEP) conservation easement boundary.
1.2	Coordinate site inspection with Client and construction contractor.
2.0	FDEP Minor Environmental Resource Permit (ERP) Modification Application
2.1	Prepare and submit permit modification application to FDEP which will include a vegetation trimming plan along the conservation easement and a request for permit transfer to the long-term management entity.
2.2	Coordinate permit application with Client.
3.0	FDEP Minor ERP Modification Application Review
3.1	Prepare environmental responses to one request for additional information from FDEP.
3.2	Coordinate Project review with FDEP staff and Project team.
4.0	Meetings and General Consultation
4.1	Attend one site visit/meeting with FDEP staff.
4.2	Attend meeting/conference calls with Project team.

The following assumptions were used for the development of Consultant's work scope and costs:

- Work scope does not include application fees that may be required by FDEP.
- A separate mangrove trimming permit will not be required from the FDEP.

EXHIBIT B

Exhibit B consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2024.

Initial:

CLIENT

CONSULTANT

COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services," the CLIENT shall compensate the CONSULTANT as follows:

Task	Description	Fee Type	Amount
1.0	Preliminary Site Inspection	LS	\$ 1,500.00
2.0	FDEP Minor ERP Modification Application	LS	\$ 3,400.00
3.0	FDEP Minor ERP Modification Application Review	T&M	\$ 2,500.00
4.0	Meetings and General Consultation	T&M	\$ 3,000.00
Total:			\$10,400.00

Fee Type Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT's services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing.

Time and Materials (T & M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's hourly rate schedule in effect at the time the services are rendered. The current hourly rate schedule is included as Exhibit C of this Professional Services Agreement. CONSULTANT shall provide CLIENT with CONSULTANT's annual increases to the current standard billing rate 30 days prior to incurring costs under any rate increases.

EXHIBIT C

Exhibit C consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2024.

Initial:
CLIENT 

CONSULTANT _____

CONSULTANT'S HOURLY RATE SCHEDULE

Principal	\$300.00/hr.
Senior Ecologist III	\$250.00/hr.
Senior Ecologist II	\$200.00/hr.
Senior Ecologist I	\$180.00/hr.
Ecologist III	\$160.00/hr.
Ecologist II	\$140.00/hr.
Ecologist I	\$125.00/hr.
Environmental Technician	\$105.00/hr.
GIS Manager	\$175.00/hr.
GIS Analyst III	\$150.00/hr.
GIS Analyst II	\$130.00/hr.
GIS Analyst I	\$110.00/hr.
AutoCAD Manager	\$175.00/hr.
AutoCAD III	\$150.00/hr.
AutoCAD II	\$130.00/hr.
AutoCAD I	\$110.00/hr.
Administrative Assistant III	\$ 95.00/hr.
Administrative Assistant II	\$ 80.00/hr.
Administrative Assistant I	\$ 65.00/hr.
Reimbursable Expenses	Cost

EXHIBIT D

Exhibit D consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2024.

Initial: 
CLIENT _____

CONSULTANT _____

CONSULTANT'S REIMBURSABLES

Bond (line dwg. with no aerials or other graphics)	\$10.00 (24x36); \$20.00 (36x48); \$25.00 (36x62) Other sizes – \$1.67 per square foot *Mounted Billed at Cost
Aerial Photos	\$30.00 (24x36); \$60.00 (36x48); \$75.00 (36x62) Other sizes - \$5.00 per square foot *Mounted Billed at Cost
Color Photos	\$2.75 (8x11); \$3.00 (8x14); \$3.50 (11x17)
Xerox	\$0.15 (8x11); \$0.25 (8x14); \$0.35 (11x17)
Courier	Billed at Cost
FedEx/Overnight Delivery	Billed at Cost



2726 OAK RIDGE COURT, SUITE 503
FORT MYERS, FL 33901-9356
PHONE: 239.278.3090
FAX: 239.278.1906

This invoice is good to
pay. Bill against Marina
Offsite Parking Lot,
SM0008

TRAFFIC ENGINEERING
TRANSPORTATION PLANNING
SIGNAL SYSTEMS/DESIGN

Invoice

11/15/2024

Invoice #: 5399

Bill To:

SL Marina Investments, LLC.
2210 Vanderbilt Beach Rd.
Suite 1300
Naples, FL 34109

Marina Offsite
Parking Lot - 100%
Reimbursed

Terms	Due Date:
Due on receipt	11/15/2024 ✓

Project: F2304.13 Bayview Off-Site Parking Lot TIS

Work Description:

For professional services provided in preparing the photometric plan for the Saltleaf Marina
additional parking (Bayview II CPD) in Lee County, FL.

Amount:

2,100.00 ✓

Total: \$2,100.00
Payments/Credits: \$0.00
Balance Due: \$2,100.00

*Please remit payment to address above.

January 23, 2025

Saltleaf Community Development District
c/o District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Work Product (Saltleaf Marina Investments)

Dear District Manager,

Pursuant to that certain *Acquisition Agreement*, dated April 14, 2024 ("**Acquisition Agreement**"), by and between the Saltleaf Community Development District ("**District**") and Saltleaf Marina Investments, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Work Product**" as described in **Exhibit A** attached hereto. As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds for the Work Product the eligible costs for the Work Product identified in **Exhibit A**. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

**SALTLEAF COMMUNITY
DEVELOPMENT DISTRICT**

SALTLEAF MARINA INVESTMENTS, LLC

Name: 

Title: Vice Chair

By: 

Its: Authorized Rep

EXHIBIT A
Description of Work Product (Saltleaf Marina Investments)

Vendor	Date	Invoice No(s).	Amount	CDD Eligible	Notes
Atwell, LLC	12/18/2024	382364	\$669.00	\$669.00	Professional services related to marina basin dredging - 100% CDD eligible
Atwell, LLC	11/14/2024	376220	\$4,481.55	\$3,871.55	Professional services related to offsite parking lot - CDD eligibility varies by line item - see invoice for details
Coastal Engineering Consultants, Inc.	9/25/2024	53196	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	10/31/2024	53315	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	11/19/2024	53356	\$34,955.39	\$23,955.39	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
Coastal Engineering Consultants, Inc.	12/12/2024	53438	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	12/19/2024	53486	\$9,378.37	\$7,534.19	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
ECS Florida, LLC	11/7/2024	2003041	\$4,047.50	\$4,047.50	Materials testing - onsite public marina parking area
EDSA, Inc.	11/5/2024	2410032	\$10,795.00	\$3,290.00	Partial - offsite parking lot landscape design and permitting - see invoice for details
Hines, Inc.	10/16/2024	10951	\$1,800.00	\$1,800.00	Irrigation performance specifications - public parking lot
MP Structures	11/1/2024	1418	\$2,500.00	\$2,500.00	Engineering design for entry and water features - 100% CDD eligible
Passarella and Associates, Inc.	11/8/2024	Invoice 1 Project 24SMI4296	\$2,745.00	\$2,745.00	Environmental services related to FDEP ERP modification for mangrove trimming - 100% CDD eligible
Passarella and Associates, Inc.	12/9/2024	Invoice 2 Project 24SMI4296	\$2,642.50	\$2,642.50	Environmental services related to FDEP ERP modification for mangrove trimming - 100% CDD eligible
TR Transportation Consultants, Inc.	11/15/2024	5399	\$2,100.00	\$2,100.00	Photometric plan - Off-site parking lot - 100% CDD eligible
		TOTALS:	\$81,889.31	\$60,930.13	

CORPORATE DECLARATION REGARDING COSTS PAID
[WORK PRODUCT (SALTLEAF MARINA INVESTMENTS)]

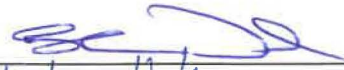
SALTLEAF MARINA INVESTMENTS, LLC, a Florida limited liability company ("**Developer**"), does hereby certify to the Saltleaf Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the Developer of certain lands within the District.
2. The District's *Amended & Restated Engineer's Report*, dated March 19, 2024 (together, "**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain work product that has been completed to date and states the amounts that Developer has spent on that work product. Developer hereby represents that no amounts are owed to contractors and no liens are on the property and related to the creation of the work product.
4. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 23rd day of January, 2025.

SALTLEAF MARINA INVESTMENTS, LLC

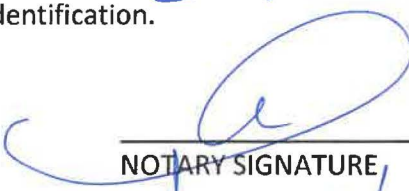
By: 
Its: Authorized Rep

STATE OF FLORIDA;
COUNTY OF Gallier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of January, 2025, by Stephen Wilson, as Authorized Rep of **Saltleaf Marina Investments, LLC**, a Florida limited liability company, on behalf thereof. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)




NOTARY SIGNATURE

Anna Murphy
PRINTED NOTARY NAME

Exhibit A – Description of Work Product (Saltleaf Marina Investments)

EXHIBIT A
Description of Work Product (Saltleaf Marina Investments)

Vendor	Date	Invoice No(s).	Amount	CDD Eligible	Notes
Atwell, LLC	12/18/2024	382364	\$669.00	\$669.00	Professional services related to marina basin dredging - 100% CDD eligible
Atwell, LLC	11/14/2024	376220	\$4,481.55	\$3,871.55	Professional services related to offsite parking lot - CDD eligibility varies by line item - see invoice for details
Coastal Engineering Consultants, Inc.	9/25/2024	53196	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	10/31/2024	53315	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	11/19/2024	53356	\$34,955.39	\$23,955.39	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
Coastal Engineering Consultants, Inc.	12/12/2024	53438	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	12/19/2024	53486	\$9,378.37	\$7,534.19	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
ECS Florida, LLC	11/7/2024	2003041	\$4,047.50	\$4,047.50	Materials testing - onsite public marina parking area
EDSA, Inc.	11/5/2024	2410032	\$10,795.00	\$3,290.00	Partial - offsite parking lot landscape design and permitting - see invoice for details
Hines, Inc.	10/16/2024	10951	\$1,800.00	\$1,800.00	Irrigation performance specifications - public parking lot
MP Structures	11/1/2024	1418	\$2,500.00	\$2,500.00	Engineering design for entry and water features - 100% CDD eligible
Passarella and Associates, Inc.	11/8/2024	Invoice 1 Project 24SMI4296	\$2,745.00	\$2,745.00	Environmental services related to FDEP ERP modification for mangrove trimming - 100% CDD eligible
Passarella and Associates, Inc.	12/9/2024	Invoice 2 Project 24SMI4296	\$2,642.50	\$2,642.50	Environmental services related to FDEP ERP modification for mangrove trimming - 100% CDD eligible
TR Transportation Consultants, Inc.	11/15/2024	5399	\$2,100.00	\$2,100.00	Photometric plan - Off-site parking lot - 100% CDD eligible
		TOTALS:	\$81,889.31	\$60,930.13	

**DISTRICT ENGINEER'S CERTIFICATE
[WORK PRODUCT (SALTLEAF MARINA INVESTMENTS)]**

February 3, 2025

Board of Supervisors
Saltleaf Community Development District

Re: Acquisition of Work Product

Ladies and Gentlemen:

The undersigned is a representative of Barraco and Associates, Inc. ("**District Engineer**"), as District Engineer for the Saltleaf Community Development District ("**District**") and does Saltleaf Marina Investments, LLC ("**Developer**") of certain "**Work Product**" as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Work Product, including but not limited to certain invoices, plans, and other documents, as applicable.
2. The Work Product is within the scope of the District's capital improvement plan as set forth in the District's *Amended & Restated Engineer's Report*, dated March 28, 2024 (together, "**Engineer's Report**"), and specially benefits property within the District as further described in the Engineer's Report.
3. I am not aware of any defects in the Work Product.
4. The total costs associated with the Work Product are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Work Product, and (ii) the reasonable fair market value of the Work Product.
5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Work Product.

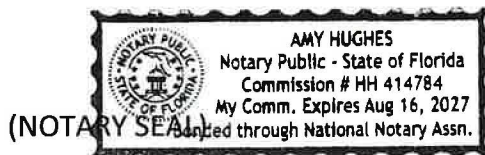
[CONTINUED ON NEXT PAGE]

BARRACO AND ASSOCIATES, INC.

CA Barraco
CARL A. BARRACO, P.E.
Florida Registration No. 38536
District Engineer

STATE OF FL
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 3 day of Feb, 2025, by
Carl A Barraco as President of
Barraco and Associates, Inc., and with authority to execute the
foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in
person, and who is either personally known to me, or produced _____ as
identification.



Amy Hughes
NOTARY PUBLIC, STATE OF FL
Name: Amy Hughes
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
Description of Work Product (Saltleaf Marina Investments)

Vendor	Date	Invoice No(s).	Amount	CDD Eligible	Notes
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Coastal Engineering Consultants, Inc.	9/25/2024	53196	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	10/31/2024	53315	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
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EDSA, Inc.	11/5/2024	2410032	\$10,795.00	\$3,290.00	Partial - offsite parking lot landscape design and permitting - see invoice for details
Hines, Inc.	10/16/2024	10951	\$1,800.00	\$1,800.00	Irrigation performance specifications - public parking lot
MP Structures	11/1/2024	1418	\$2,500.00	\$2,500.00	Engineering design for entry and water features - 100% CDD eligible
Passarella and Associates, Inc.	11/8/2024	Invoice 1 Project 24SMI4296	\$2,745.00	\$2,745.00	Environmental services related to FDEP ERP modification for mangrove trimming - 100% CDD eligible
Passarella and Associates, Inc.	12/9/2024	Invoice 2 Project 24SMI4296	\$2,642.50	\$2,642.50	Environmental services related to FDEP ERP modification for mangrove trimming - 100% CDD eligible
TR Transportation Consultants, Inc.	11/15/2024	5399	\$2,100.00	\$2,100.00	Photometric plan - Off-site parking lot - 100% CDD eligible
		TOTALS:	\$81,889.31	\$60,930.13	

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT (~~LEAP~~ RAPTOR INVESTMENTS)]
SALTLEAF MARINA

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 3rd day of February, 2025, by Coastal Engineering Consultants, Inc., having a mailing address of 28421 Bonita Crossings Boulevard, Bonita Springs, Florida 34135 ("Professional"), in favor of the Saltleaf Community Development District ("District"), which is a local unit of special-purpose government situated in the Lee County, Florida, and having offices at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to certain *Agreement(s) for Professional Services*, and between Professional and Saltleaf Marina Investments, LLC, a Florida limited liability company ("**Developer**"), Professional has created certain work products, as described in **Exhibit A ("Work Product")**; and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

WHEREAS, Professional has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is or has acquired the Work Product constructed by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

4. **EFFECTIVE DATE.** This Release shall take effect upon execution.

**COASTAL ENGINEERING CONSULTANTS,
INC.**


By: Mark Kuxaid
Its: VP ENGINEERING

STATE OF Florida
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 3rd day of February, 2025, by
Mark A. Kuxaid as Vice President of Coastal Engineering Consultants, and
with authority to execute the foregoing on behalf of the entit(ies) identified above, and who
appeared before me this day in person, and who is either personally known to me, or produced
_____ as identification.

(NOTARY SEAL)



KAREN J. TAYLOR
Commission # HH 584667
Expires October 1, 2028


NOTARY PUBLIC, STATE OF Florida

Name: Karen J. Taylor
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
Description of Work Product (Saltleaf Marina Investments)

Vendor	Date	Invoice No(s).	Amount	CDD Eligible	Notes
Coastal Engineering Consultants, Inc.	9/25/2024	53196	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	10/31/2024	53315	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	11/19/2024	53356	\$34,955.39	\$23,955.39	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
Coastal Engineering Consultants, Inc.	12/12/2024	53438	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	12/19/2024	53486	\$9,378.37	\$7,534.19	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details

BILL OF SALE AND LIMITED ASSIGNMENT
[WORK PRODUCT (SALTLEAF MARINA INVESTMENTS)]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 23 day of January, 2025, by and between **SALTLEAF MARINA INVESTMENTS, LLC**, a Florida limited liability partnership, with an address of 2210 Vanderbilt Beach Road, Suite 1300, Naples, Florida 34109 ("**Grantor**"), and for good and valuable consideration, to it paid by the **SALTLEAF COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the property (together, "**Property**") described below to have and to hold for Grantee's own use and benefit forever:

- a) All work product described in **Exhibit A**, and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the work product described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

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

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

SALTLEAF MARINA INVESTMENTS, LLC

By: Stephen W. Wilson
Its: Authorized Rep

STATE OF FLORIDA:

COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of January, 2024 by Stephen W. Wilson, as Auth. Rep of **Saltleaf Marina Investments, LLC**, a Florida limited liability company, on behalf thereof. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



NOTARY SIGNATURE

PRINTED NOTARY NAME

EXHIBIT A
Description of Work Product (Saltleaf Marina Investments)

Vendor	Date	Invoice No(s).	Amount	CDD Eligible	Notes
Atwell, LLC	12/18/2024	382364	\$669.00	\$669.00	Professional services related to marina basin dredging - 100% CDD eligible
Atwell, LLC	11/14/2024	376220	\$4,481.55	\$3,871.55	Professional services related to offsite parking lot - CDD eligibility varies by line item - see invoice for details
Coastal Engineering Consultants, Inc.	9/25/2024	53196	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	10/31/2024	53315	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	11/19/2024	53356	\$34,955.39	\$23,955.39	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
Coastal Engineering Consultants, Inc.	12/12/2024	53438	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	12/19/2024	53486	\$9,378.37	\$7,534.19	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
ECS Florida, LLC	11/7/2024	2003041	\$4,047.50	\$4,047.50	Materials testing - onsite public marina parking area
EDSA, Inc.	11/5/2024	2410032	\$10,795.00	\$3,290.00	Partial - offsite parking lot landscape design and permitting - see invoice for details
Hines, Inc.	10/16/2024	10951	\$1,800.00	\$1,800.00	Irrigation performance specifications - public parking lot
MP Structures	11/1/2024	1418	\$2,500.00	\$2,500.00	Engineering design for entry and water features - 100% CDD eligible
Passarella and Associates, Inc.	11/8/2024	Invoice 1 Project 24SMI4296	\$2,745.00	\$2,745.00	Environmental services related to FDEP ERP modification for mangrove trimming - 100% CDD eligible
Passarella and Associates, Inc.	12/9/2024	Invoice 2 Project 24SMI4296	\$2,642.50	\$2,642.50	Environmental services related to FDEP ERP modification for mangrove trimming - 100% CDD eligible
TR Transportation Consultants, Inc.	11/15/2024	5399	\$2,100.00	\$2,100.00	Photometric plan - Off-site parking lot - 100% CDD eligible
		TOTALS:	\$81,889.31	\$60,930.13	

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CII

ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")
[RITZ RESIDENCES ESTERO BAY – MARINA PARKING AREA]

1. ASSIGNMENT. This Addendum applies to that certain *Owner-Contractor Agreement and General Conditions*, dated January 17, 2024 ("**Contract**") between the Saltleaf Marina Investments, LLC ("**Developer**") and South Florida Excavation, Inc. ("**Contractor**"), and in order to add certain third party rights in favor of the Saltleaf Community Development District ("**District**"), which has an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control. Notwithstanding anything to the contrary herein, the parties acknowledge that Bank OZK may have step-in rights to complete the agreement pursuant to that certain *Mortgage, Security Agreement and Fixture Filing* recorded in Instrument #2023000400983 of the Public Records of Lee County, Florida, and related loan documents (collectively the "**Mortgage**") and in the event of a default under such Mortgage, but any such rights are subject to that certain *Collateral Assignment Agreement (2024 Bonds)*, dated April 11, 2024 between the Developer and the District, and are not intended to and do not affect the District's ownership rights over any improvements purchased by the District pursuant to applicable bill(s) of sale and other similar documents.

2. ACQUISITIONS. This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application; provided however that nothing herein shall waive the Contractor's lien or other rights relating to payment of retainage under the Contract.

3. THIRD PARTY RIGHTS. The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

4. INDEMNIFICATION. Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

5. INSURANCE AND BONDS. At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

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

7. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, *Florida Statutes*, and other Florida law.

8. NOTICES. Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.

SALTLEAF MARINA INVESTMENTS, LLC

By: [Signature]
Printed Name: Stephen Wilson
Title: Auth. Rep
Dated: 1/23/25

SOUTH FLORIDA EXCAVATION, INC.

By: [SIGNATURE ON FOLLOWING PAGE]
Printed Name: _____
Title: Authorized Signatory
Dated: _____

SALTLEAF COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Printed Name: Charmaine Gibson
Title: Chairperson
Dated: 1/24/25

8. NOTICES. Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.

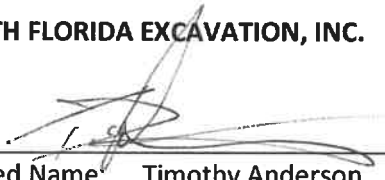
SALTLEAF MARINA INVESTMENTS, LLC

By: [SIGNATURE ON PRIOR PAGE]
Stephen G. Wilson, Authorized Representative
Dated: _____

SALTLEAF COMMUNITY DEVELOPMENT DISTRICT

By: [SIGNATURE ON PRIOR PAGE]
Printed Name: _____
Title: Chairperson
Dated: _____

SOUTH FLORIDA EXCAVATION, INC.

By: 
Printed Name: Timothy Anderson
Title: Authorized Signatory
Dated: January 22, 2025

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CIII

ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT
[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") –
PHASE 2 INFRASTRUCTURE PROJECT]
[PAY APPLICATIONS #19-20]

Payment Application ("Pay Application"):	Total Pay Application Amount:	CDD Eligible Amount:
#19	\$20,431.05	\$20,431.05
#20	\$79,975.14	\$79,975.14
TOTALS:	\$100,406.19	\$100,406.19
Developer: Saltleaf Marina Investments, LLC ("Developer")		Contractor: Kelly Brothers, Inc. ("Contractor")
Site CDD Work Contract: Contractor Agreement, dated July 14, 2022 ("Contract")		Engineer's Report: Engineer's Report, dated September 8, 2023, Amended and Restated March 19, 2024, as revised March 28, 2024 (together, "Engineer's Report")

DEVELOPER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the **"CDD Work"** described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the **"Project"** as defined in the Engineer's Report (**"CDD Improvements"**); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated April 11, 2024.

SALTLEAF MARINA INVESTMENTS, LLC


 Name: Stephen Wilson
 Title: Authorized Rep
 Date: 1/23/25

DISTRICT ENGINEER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the

applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

BARRACO AND ASSOCIATES INC.


Name: CARL A. BARRACO
Title: DISTRICT ENGINEER
Date: 2-3-25

Exhibit A: Payment Application, with District Items Identified & Contractor Partial Release

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702 FORMAT

TO OWNER:

LB Estero Bay Investments, LLC
2210 Vanderbilt Beach Rd., Suite 1300
Naples, FL 34109

PROJECT: SM0005CDD
Saltleaf Marina

APPLICATION NO: 1289-19-SM0005CDD

PERIOD TO: 9/25/2024
CONTRACT NO: N/A
PO #: N/A

FROM CONTRACTOR:

KELLY BROTHERS, INC.
15775 PINE RIDGE ROAD
FORT MYERS, FL 33908

VIA: Coastal Engineering Consultants
Attn: Mark Kincaid

APPLICATION DATE: 9/25/2024
CONTRACT DATE: 7/14/2022

CDD Pay Application

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1a ORIGINAL CONTRACT SUM	\$ 4,530,087.64
2 Net change by Change Orders & Adjs	\$ (11,264.70)
3 CONTRACT SUM TO DATE (Line +/- 2)	\$ 4,518,822.94
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 4,402,648.55
5 RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 74,467.10
b. 5 % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 74,467.10
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 4,328,181.45
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 4,307,750.40
8 CURRENT PAYMENT DUE	\$ 20,431.05
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 190,641.49

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$ (11,264.70)
Total approved this Month	\$ -	
TOTALS	\$ -	\$ (11,264.70)
NET CHANGES by Change Order		(\$11,264.70)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: KELLY BROTHERS, INC.

BY: Dane Kelly, President DATE: 9/26/2024

State of: FLORIDA County of: LEE

Subscribed and sworn to before me this 26th day of September, 2024.

Notary Public: Danielle Kirby

My Commission expires: 12/26/2027

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 20,431.05

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER: Jeremy Harger

BY: [Signature] DATE: 10/1/2024

ARCHITECT: [Signature] DATE: 10/1/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Saltleaf Marina
100% Reimbursed

OK - see
breakdown
"Exhibit A"

CONTINUATION SHEET

Substitute Form FMB 013, Page 2 of 2
Contractor's signed certification is attached
via: CEC

APPLICATION NO: 1288-19-SM0005CDD
APPLICATION DATE: 09/25/24
PERIOD TO: 09/25/24

CDD Pay Application

PROJECT SM0005C: Sailleaf Marina

ITEM NO.	LB Cost Code	DESCRIPTION OF WORK	QTY		UNIT	COST	SCHEDULED VALUE T/F FROM SM0005	D		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE 5%					
								WORK COMPLETED		VALUE T/F FROM SM0005	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)							
								FROM PREVIOUS APPLICATION (D-E)													
1		Mobilization / Demobilization	1	JOB	\$	99,769.00	\$	99,769.00	0.25	\$	24,942.25	\$	-	\$	24,942.25	25%	\$	74,826.75	\$	-	
2		Dredging	14717	CY	\$	35.96	\$	529,223.32	\$	-	\$	-	\$	-	\$	-	0%	\$	529,223.32	\$	-
3G		Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+62)	462	LF	\$	136.00	\$	62,832.00	\$	-	\$	-	\$	-	\$	-	0%	\$	62,832.00	\$	-
4C		Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+84 to 10+19)	435	LF	\$	58.00	\$	25,230.00	\$	-	\$	-	\$	-	\$	-	0%	\$	25,230.00	\$	-
5D		Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	201	LF	\$	117.00	\$	23,517.00	\$	-	\$	-	\$	-	\$	-	0%	\$	23,517.00	\$	-
6		Concrete Seawall (STA 0+00 to 4+62, STA 5+84 to 10+19, STA 10+19 to 12+20)																			
6A		Pre-Cast Panel Fabrication	1098	LF	\$	621.00	\$	681,858.00	1,098.00	\$	681,858.00	\$	-	\$	681,858.00	100%	\$	-	\$	-	
6B		Pre-Cast Panel Installation	1098	LF	\$	169.00	\$	185,562.00	\$	-	\$	-	\$	-	\$	-	0%	\$	185,562.00	\$	-
6C		Cap Beam / Tieback System	1098	LF	\$	298.00	\$	437,004.00	\$	-	\$	22,013.99	\$	-	\$	22,013.99	5%	\$	414,990.01	\$	-
6D		Demolition / Disposal (STA 0+00 to 2+11, STA 10+81 to 12+20)	350	LF	\$	143.00	\$	50,050.00	\$	-	\$	-	\$	-	\$	-	0%	\$	50,050.00	\$	-
7		Summberged Vinyl Retaining Wall(STA 4+62 to 5+84)																			
7A		Sheet Pile Purchase	122	LF	\$	311.00	\$	37,942.00	\$	-	\$	-	\$	-	\$	26,690.70	70%	\$	11,251.30	\$	-
7B		Sheet Pile Installation	122	LF	\$	121.00	\$	14,762.00	\$	-	\$	-	\$	-	\$	-	0%	\$	14,762.00	\$	-
8		Concrete Retaining wall (STA RW 0+00 to RW 1+89)	189	LF	\$	385.00	\$	72,765.00	\$	-	\$	-	\$	-	\$	-	0%	\$	72,765.00	\$	-
9		Vinyl Retaining Wall (STA 17+25 to 17+64)																			
9A		Sheet Pile Purchase	39	LF	\$	191.00	\$	7,449.00	\$	-	\$	8,896.91	\$	-	\$	8,896.91	119%	\$	(1,447.91)	\$	-
9B		Sheet Pile Installation	39	LF	\$	166.00	\$	6,474.00	\$	-	\$	-	\$	-	\$	-	0%	\$	6,474.00	\$	-
10		Boat Ramp																			
10A		Grading / Bedding	1	JOB	\$	56,531.00	\$	56,531.00	\$	-	\$	-	\$	-	\$	-	0%	\$	56,531.00	\$	-
10B		Concrete Piles (10')	3	EA	\$	1,922.00	\$	5,766.00	\$	-	\$	-	\$	-	\$	-	0%	\$	5,766.00	\$	-
10C		Concrete Piles (33')	2	EA	\$	3,312.00	\$	6,624.00	\$	-	\$	-	\$	-	\$	-	0%	\$	6,624.00	\$	-
10D		Pre-cast Panel Fabrication	8	EA	\$	2,828.00	\$	22,624.00	8.00	\$	22,624.00	\$	-	\$	22,624.00	100%	\$	-	\$	-	
10E		Pre-cast Panel Installation	8	EA	\$	772.00	\$	6,176.00	\$	-	\$	-	\$	-	\$	-	0%	\$	6,176.00	\$	-
10F		CIP Concrete	1	JOB	\$	117,817.00	\$	117,817.00	\$	-	\$	-	\$	-	\$	-	0%	\$	117,817.00	\$	-
10G		Vinyl Sheet Piles / Grout	1	JOB	\$	16,486.00	\$	16,486.00	\$	-	\$	-	\$	-	\$	-	0%	\$	16,486.00	\$	-
10H		Boilard	2	EA	\$	2,365.00	\$	4,730.00	\$	-	\$	-	\$	-	\$	-	0%	\$	4,730.00	\$	-
10I		Armormat	480	SF	\$	66.00	\$	31,680.00	\$	-	\$	-	\$	-	\$	-	0%	\$	31,680.00	\$	-
11		Environmental Protections Measures	1	JOB	\$	21,031.00	\$	21,031.00	\$	-	\$	-	\$	-	\$	-	0%	\$	21,031.00	\$	-
		Total Base Contract - \$ 2,523,802.32 (for reference only)																			
CO#1		Ready Mix Cost Increase	1	LS	\$	9,660.50	\$	9,660.50	1.00	\$	9,660.50	\$	-	\$	9,660.50	100%	\$	-	\$	-	
CO#2		Rebar Cost Increase	1	LS	\$	9,926.28	\$	9,926.28	1.00	\$	9,926.28	\$	-	\$	9,926.28	100%	\$	-	\$	-	
CO #3A		Delete Remaining Values Unused	1	LS	(1,736,356.47)	(1,736,356.47)	(1,736,356.47)	(1,736,356.47)									27.89%	(1,736,356.47)	(1,736,356.47)	\$	-

Substitute Form FMB 013, Page 2 of 2
Contractor's signed certification is attached
via: CEC

CDD Pay Application

PROJECT SM0005C|Saltleaf Marina

ITEM NO.	LB	B	QTY	UNIT	SCHEDULED VALUE T/P FROM SM0005	D		E		F	G	H	I	
						WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE		
						FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						(NOT IN D OR E)	(D+E-F)
Cost Code		DESCRIPTION OF WORK		COST									5%	
CO #38		PH I Revisions & Cost Increases												
99-003		COA - Dredging	83	CY	\$ 39.00	\$ 3,237.00	83.00	\$ 3,237.00	\$ -	\$ -	\$ 3,237.00	100%	\$ -	\$ -
99-003		COB - Sidewalk	165	LF	\$ 239.00	\$ 39,435.00	165.00	\$ 39,435.00	\$ -	\$ -	\$ 39,435.00	100%	\$ -	\$ -
99-003		COB 1 - Gravel Drain	117	LF	\$ 72.00	\$ 8,424.00	117.00	\$ 8,424.00	\$ -	\$ -	\$ 8,424.00	100%	\$ -	\$ -
99-003		COC - Sheet Piles, Ready Mix, Cast New & Dispose of Old	1	LS	\$ 16,447.00	\$ 16,447.00	1.00	\$ 16,447.00	\$ -	\$ -	\$ 16,447.00	100%	\$ -	\$ -
81-101		1 - Mobilization & Demobilization	1	LS	\$ 81,514.00	\$ 81,514.00	1.00	\$ 81,514.00	\$ -	\$ -	\$ 81,514.00	100%	\$ -	\$ -
81-106		2 - Dredging	14717	CY	\$ 39.00	\$ 573,963.00	14717.00	\$ 573,963.00	\$ -	\$ -	\$ 573,963.00	100%	\$ -	\$ -
81-104		3G - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+50)	450	LF	\$ 148.00	\$ 65,700.00	450.00	\$ 65,700.00	\$ -	\$ -	\$ 65,700.00	100%	\$ -	\$ -
81-104		4C - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+72 to 10+07)	435	LF	\$ 62.00	\$ 26,970.00	370.00	\$ 26,970.00	\$ -	\$ -	\$ 26,970.00	100%	\$ -	\$ -
81-104		5D - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	201	LF	\$ 123.00	\$ 24,723.00	201.00	\$ 24,723.00	\$ -	\$ -	\$ 24,723.00	100%	\$ -	\$ -
81-100		Concrete Seawall (STA 0+00 to 4+62, STA 5+84 to 10+19, STA 10+19 to 12+20)												
81-104		6B - Pre-Cast Panel Installation	1086	LF	\$ 182.00	\$ 197,652.00	1,086.00	\$ 197,652.00	\$ -	\$ -	\$ 197,652.00	100%	\$ -	\$ -
81-104		6C - Cap Beam / Tieback System	1086	LF	\$ 507.00	\$ 550,602.00	1,086.00	\$ 550,602.00	\$ -	\$ -	\$ 550,602.00	100%	\$ -	\$ -
81-104		6D - Demolition / Dispose (STA 0+00 to 2+11, STA 10+81 to 12+20)	350	LF	\$ 248.00	\$ 86,800.00	350.00	\$ 86,800.00	\$ -	\$ -	\$ 86,800.00	100%	\$ -	\$ -
81-105		7 - Submerged Vinyl Retaining Wall(STA 4+62 to 5+84)												
81-105		7B - Sheet Pile Installation	122	LF	\$ 156.00	\$ 19,032.00	122.00	\$ 19,032.00	\$ -	\$ -	\$ 19,032.00	100%	\$ -	\$ -
81-104		8 - Concrete Retaining wall (STA RW 0+00 to RW 1+89)	189	LF	\$ 429.00	\$ 81,081.00	189.00	\$ 81,081.00	\$ -	\$ -	\$ 81,081.00	100%	\$ -	\$ -
81-105		9 - Vinyl Retaining Wall (STA 17+25 to 17+64)												
81-105		9B - Sheet Pile Installation	39	LF	\$ 270.00	\$ 10,530.00	39.00	\$ 10,530.00	\$ -	\$ -	\$ 10,530.00	100%	\$ -	\$ -
		10 - Boat Ramp												
81-107		10A - Grading / Bedding	1	LS	\$ 64,269.00	\$ 64,269.00	1.00	\$ 64,269.00	\$ -	\$ -	\$ 64,269.00	100%	\$ -	\$ -
81-107		10B - Concrete Piles (10')	3	EA	\$ 2,567.00	\$ 7,701.00	3.00	\$ 7,701.00	\$ -	\$ -	\$ 7,701.00	100%	\$ -	\$ -
81-107		10C - Concrete Piles (33')	2	EA	\$ 3,681.00	\$ 7,362.00	2.00	\$ 7,362.00	\$ -	\$ -	\$ 7,362.00	100%	\$ -	\$ -
81-107		10E - Pre-cast Panel Installation	8	EA	\$ 765.00	\$ 6,128.00	8.00	\$ 6,128.00	\$ -	\$ -	\$ 6,128.00	100%	\$ -	\$ -
81-107		10F - CIP Concrete	1	LS	\$ 131,774.00	\$ 131,774.00	1.00	\$ 131,774.00	\$ -	\$ -	\$ 131,774.00	100%	\$ -	\$ -
81-107		10G - Vinyl Sheet Piles / Grout	1	LS	\$ 18,644.00	\$ 18,644.00	1.00	\$ 18,644.00	\$ -	\$ -	\$ 18,644.00	100%	\$ -	\$ -
81-107		10H - Belling	2	EA	\$ 2,492.00	\$ 4,983.00	2.00	\$ 4,983.00	\$ -	\$ -	\$ 4,983.00	100%	\$ -	\$ -
81-107		10I - Armoring	480	SF	\$ 75.00	\$ 36,000.00	480.00	\$ 36,000.00	\$ -	\$ -	\$ 36,000.00	100%	\$ -	\$ -
81-103		11 - Environmental Protection Measures	1	LS	\$ 22,385.00	\$ 22,385.00	1.00	\$ 22,385.00	\$ -	\$ -	\$ 22,385.00	100%	\$ -	\$ -
CO #4		PH I - Rev 3 - Utility Penetrations & Seawall Mods Total Phase I Contract : \$ 2,902,313.62 (for reference only)	1	LS	\$ 15,376.00	\$ 15,376.00	1.00	\$ 15,376.00	\$ -	\$ -	\$ 15,376.00	100%	\$ -	\$ -

Substitute Form FMB 013, Page 2 of 2
Contractor's signed certification is attached
via: **CEC**

CDD Pay Application

A	B	C	D	E	F	G	H	I						
ITEM NO.	LB Cost Code	DESCRIPTION OF WORK	QTY	UNIT	SCHEDULED VALUE TIF FROM SM005	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (O/G)	BALANCE TO FINISH (C-G)	RETAINAGE 5%		
						FROM PREVIOUS APPLICATION (D-C)	THIS PERIOD							
CO #5		PHASE II MARINA												
99-005	1. Mobilization		1	LS	\$ - 39,007.46	\$ 39,007.46	1.00	\$ 39,007.46	\$ -		\$ 39,007.46	100%	\$ -	\$ 1,950.37
		<i>Sub-Total Item 1 Mobilization: \$18,014.91 (for reference only)</i>												
99-005	2C. South Marginal Dock		3085	SF	\$ 172.50	\$ 532,182.50	3,023.00	\$ 521,487.50	\$ -		\$ 521,487.50	98%	\$ 10,695.00	\$ 26,073.36
99-005	2D. Finger Piers, Ferry Access, And Boarding Pier		1	SF	\$ 152,739.38	\$ 152,739.38	0.98	\$ 149,684.59	\$ -		\$ 149,684.59	98%	\$ 3,054.79	\$ 7,484.23
99-005	2E. Mooring Piles		6	EA	\$ 1,496.35	\$ 8,990.10	6.00	\$ 8,990.10	\$ -		\$ 8,990.10	100%	\$ -	\$ 149.64
		<i>Sub-Total Item 2 Timber Structures: \$2,194,575.82 (for reference only)</i>												
99-005	3B. Boarding Dock and Gangway		1296	SF	\$ 123.36	\$ 159,874.56	1,296.00	\$ 159,874.56	\$ -		\$ 159,874.56	100%	\$ -	\$ 7,993.73
99-005	3C. Kayak Dock and Gangway		569	SF	\$ 174.24	\$ 99,142.56	569.00	\$ 99,142.56	\$ -		\$ 99,142.56	100%	\$ -	\$ 4,957.13
99-005	3D. Guide Piles		4	EA	\$ 11,798.00	\$ 47,192.36	4.00	\$ 47,192.36	\$ -		\$ 47,192.36	100%	\$ -	\$ 2,359.62
		<i>Sub-Total Item 3 Floating Docks: \$495,851.67 (for reference only)</i>												
99-005	4A. Install Conduit For Marina		1	LS	\$ 216,704.45	\$ 216,704.45	0.95	\$ 205,669.23	0.03	\$ 6,501.13	\$ 212,370.36	98%	\$ 4,334.09	\$ 10,618.02
99-005	4C. Power Distribution Panels		2	EA	\$ 38,789.10	\$ 77,578.20	2.00	\$ 77,578.20	\$ -	\$ (61.39)	\$ 77,578.20	100%	\$ -	\$ 3,878.91
99-005	4E. Shore Power (South Side)		2	EA	\$ 4,966.75	\$ 9,933.50	1.00	\$ 4,968.75	0.10	\$ 993.75	\$ 5,962.50	62%	\$ 3,975.00	\$ 298.13
99-005	4H. Lumina Pole Lighting		3	EA	\$ 11,687.57	\$ 35,062.71	0.94	\$ 10,965.60	\$ -		\$ 10,965.60	31%	\$ 24,097.11	\$ 548.28
99-005	4I. 12V Lighting Excludes 5 Each on Floating Dock		27	EA	\$ 626.19	\$ 16,907.13	27.00	\$ 16,907.13	\$ -		\$ 16,907.13	100%	\$ -	\$ 845.36
99-005	4J. Seawall Utility Penetration 1 (Sta 4+28)		1	LS	\$ 7,291.75	\$ 7,291.75	1.00	\$ 7,291.75	\$ -		\$ 7,291.75	100%	\$ -	\$ 364.59
99-005	4K. Seawall Utility Penetration 2 (Sta 5+72)		1	LA	\$ 7,291.75	\$ 7,291.75	1.00	\$ 7,291.75	\$ -		\$ 7,291.75	100%	\$ -	\$ 364.59
99-005	4L. Seawall Utility Penetration 3 (Sta 11+98)		1	LS	\$ 4,700.80	\$ 4,700.80	0.80	\$ 3,760.64	0.20	\$ 940.16	\$ 4,700.80	100%	\$ -	\$ 235.04
99-005	4M. 120 V Electrical Service Outlets		2	EA	\$ 307.66	\$ 615.32	-	-	2.00	\$ 615.32	\$ 615.32	100%	\$ -	\$ 30.77
		<i>Sub-Total Item 4 Electrical Utilities: \$260,562.58 (for reference only)</i>												
99-005	5A. Install Water Inlets for Marina		1	LS	\$ 28,328.90	\$ 28,328.90	0.95	\$ 26,912.46	\$ -		\$ 26,912.46	95%	\$ 1,416.45	\$ 1,345.62
99-005	5B. Install Water, Gas, and Force Main for Future Development		1	LS	\$ 20,321.50	\$ 20,321.50	1.00	\$ 10,160.75	\$ -		\$ 10,160.75	100%	\$ -	\$ 508.04
99-005	5C. Fire Protection System (Reline and Stand Pipes)		1	LS	\$ 36,258.53	\$ 36,258.53	0.90	\$ 32,603.87	0.05	\$ 1,811.33	\$ 34,415.29	95%	\$ 1,811.32	\$ 1,720.76
99-005	5D. Aluminum Water Spigot (South Side)		3	EA	\$ 570.13	\$ 1,710.39	-	-	-	\$ -	\$ -	0%	\$ 1,710.39	\$ -
99-005	5E. Keck Marine Pumpout System		1	LS	\$ 47,656.75	\$ 47,656.75	0.95	\$ 2,382.84	\$ -		\$ 2,382.84	5%	\$ 45,273.91	\$ 119.14
		<												

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
Kelly Brothers Contract 1289 (Marina)
Pay Application 19-SM0005CDD

Date reviewed: 1/2/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 19	Percent CDD Fundable	Amount CDD Fundable Pay App 19	Balance Developer Pay App 19	CDD Less 5% Retainage	Developer Less 5% Retainage	CDD Amount Payable	Developer Amount Payable
PHASE I MARINA										
1	Mobilization / Demobilization	\$ 99,769.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Dredging	\$ 529,223.32	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3G	Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+62)	\$ 62,832.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4C	Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+84 to 10+19)	\$ 25,230.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5D	Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	\$ 23,517.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6A	Pre-Cast Panel Fabrication	\$ 681,858.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6B	Pre-Cast Panel Installation	\$ 185,562.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6C	Cap Beam / Tieback System	\$ 437,004.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6D	Demolition / Disposal (STA 0+00 to 2+11, STA 10+81 to 12+20)	\$ 50,050.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7A	Sheet Pile Purchase	\$ 37,942.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7B	Sheet Pile Installation	\$ 14,762.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Concrete Retaining wall (STA RW 0+00 to RW 1+89)	\$ 72,765.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9A	Sheet Pile Purchase	\$ 7,449.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9B	Sheet Pile Installation	\$ 6,474.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10A	Grading / Bedding	\$ 56,531.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10B	Concrete Piles (10')	\$ 5,766.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10C	Concrete Piles (33')	\$ 6,624.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10D	Pre-cast Panel Fabrication	\$ 22,624.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10E	Pre-cast Panel Installation	\$ 6,176.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10F	CIP Concrete	\$ 117,817.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10G	Vinyl Sheet Piles / Grout	\$ 16,486.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10H	Bollard	\$ 4,730.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10I	Armormat	\$ 31,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Environmental Protections Measures	\$ 21,031.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #1	Ready Mix Cost Increase	\$ 9,660.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #2	Rebar Cost Increase	\$ 9,926.28	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3A	Delete Remaining Values Unused	(1,736,876.47)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COA - Dredging	\$ 3,237.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COB - Sidewalk	\$ 39,435.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COB.1 - Gravel Drain	\$ 8,424.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COC - Sheet Piles, Ready Mix, Cast New & Dispose of Old	\$ 16,447.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	1 - Mobilization & Demobilization	\$ 81,514.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	2 - Dredging	\$ 573,963.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	3G - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+50)	\$ 65,700.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	4C - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+72 to 10+07)	\$ 26,970.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	5D - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	\$ 24,723.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	6B - Pre-Cast Panel Installation	\$ 197,652.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	6C - Cap Beam / Tieback System	\$ 550,602.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	6D - Demolition / Disposal (STA 0+00 to 2+11, STA 10+81 to 12+20)	\$ 86,800.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	7B - Sheet Pile Installation	\$ 19,032.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	8 - Concrete Retaining wall (STA RW 0+00 to RW 1+89)	\$ 81,081.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	9B - Sheet Pile Installation	\$ 10,530.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10A - Grading / Bedding	\$ 64,269.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10B - Concrete Piles (10')	\$ 7,701.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10C - Concrete Piles (33')	\$ 7,362.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10E - Pre-cast Panel Installation	\$ 6,128.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10F - CIP Concrete	\$ 131,774.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10G - Vinyl Sheet Piles / Grout	\$ 18,644.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10H - Bollard	\$ 4,952.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10I - Armormat	\$ 36,000.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	11 - Environmental Protections Measures	\$ 22,385.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #4	PH 1 - Rev 3 - Utility Penetrations & Seawall Mods	\$ 15,376.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL PHASE I MARINA (CDD PORTION)		\$ 2,907,313.63	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PHASE II MARINA										
CO #5	1. Mobilization	\$ 39,007.46	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2A. Boardwalk	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2B. North Marginal Dock	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2C. South Marginal Dock	\$ 532,162.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
Kelly Brothers Contract 1289 (Marina)
Pay Application 19-SM0005CDD

Date reviewed: 1/2/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 19	Percent CDD Fundable	Amount CDD Fundable Pay App 19	Balance Developer Pay App 19	CDD Less 5% Retainage	Developer Less 5% Retainage	CDD Amount Payable	Developer Amount Payable
CO #5	2D. Finger Piers, Ferry Access, And Boarding Pier	\$ 152,739.38	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2E. Mooring Piles	\$ 8,990.10	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3A. Ferry Dock and Gangway	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3B. Boarding Dock and Gangway	\$ 159,874.56	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3C. Kayak Dock and Gangway	\$ 99,142.56	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3D. Guide Piles	\$ 47,192.36	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4A. Install Conduit For Marina	\$ 216,704.45	\$ 6,501.13	100%	\$ 6,501.13	\$ -	\$ 325.06	\$ -	\$ 6,176.07	\$ -
CO #5	4B. Install Conduit For Future Development	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4C. Power Distribution Panels	\$ 77,578.20	\$ (61.39)	100%	\$ (61.39)	\$ -	\$ (3.07)	\$ -	\$ (58.32)	\$ -
CO #5	4D. Lighthouse Power Pedestals	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4E. Shore Power (South Side)	\$ 9,937.50	\$ 993.75	100%	\$ 993.75	\$ -	\$ 49.69	\$ -	\$ 944.06	\$ -
CO #5	4F. Firehouse Cabinet and Fire Extinguisher	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4G. Mariner Bollards Lighting	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4H. Luminia Pole Lighting	\$ 35,062.71	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4I. 12V Lighting Excludes 5 Each on Floating Dock	\$ 16,907.13	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4J. Seawall Utility Penetration 1 (Sta 4+28)	\$ 7,291.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4K. Seawall Utility Penetration 2 (Sta 5+72)	\$ 7,291.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4L. Seawall Utility Penetration 3 (Sta 11+98)	\$ 4,700.80	\$ 940.16	100%	\$ 940.16	\$ -	\$ 47.01	\$ -	\$ 893.15	\$ -
CO #5	4M. 120 V Electrical Service Outlets	\$ 615.32	\$ 615.32	100%	\$ 615.32	\$ -	\$ 30.77	\$ -	\$ 584.55	\$ -
CO #5	5A. Install Water lines for Marina	\$ 28,328.90	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	5B. Install Water, Gas, and Force Main for Future Development	\$ 10,160.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	5C. Fire Protection System (fireline and Stand Pipes)	\$ 36,226.53	\$ 1,811.33	100%	\$ 1,811.33	\$ -	\$ 90.57	\$ -	\$ 1,720.76	\$ -
CO #5	5D. Aluminum Water Spigot (South Side)	\$ 1,710.39	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	5E. Keco Marine Pumpout System	\$ 47,656.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6A. Fire Extinguisher With Plastic Cabinet	\$ 2,047.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6B. Ladders	\$ 1,948.26	\$ 1,948.26	100%	\$ 1,948.26	\$ -	\$ 97.41	\$ -	\$ 1,850.85	\$ -
CO #5	6C. Rectangle Dock Boxes	\$ 2,671.48	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6D. Triangle Dock Boxes	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6E. Trash Cans Concrete Pads and Signage	\$ 8,836.86	\$ 4,418.43	100%	\$ 4,418.43	\$ -	\$ 220.92	\$ -	\$ 4,197.51	\$ -
CO #5	6F. Boater Inforamtion and Marina Signage	\$ 4,602.72	\$ 2,301.36	100%	\$ 2,301.36	\$ -	\$ 115.07	\$ -	\$ 2,186.29	\$ -
CO #5	6G. MonoFilament Recycling Tubes	\$ 2,882.49	\$ 960.83	100%	\$ 960.83	\$ -	\$ 48.04	\$ -	\$ 912.79	\$ -
CO #5	6H. Oumpout and Clean Vessel Signage	\$ 3,320.88	\$ 830.22	100%	\$ 830.22	\$ -	\$ 41.51	\$ -	\$ 788.71	\$ -
CO #5	7A. 10K LB Lift With Remote	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	7B. 14K LB Lift With Remote	\$ 38,576.46	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	7C. 16K LB Lift With Remote	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	7D. 20K LB Lift With Remote	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	8. Test All Electrical Systems With Power From Grid	\$ 6,256.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	9. Enviromental Protection Measures	\$ 12,349.27	\$ 246.99	100%	\$ 246.99	\$ -	\$ 12.35	\$ -	\$ 234.64	\$ -
CO #6	Mob / Demo / Dredging & Backfill	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #8	Credits	\$ (11,264.70)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL PHASE II MARINA (CDD PORTION)		\$ 1,611,509.32	\$ 21,506.39		\$ 21,506.39	\$ -	\$ 1,075.32	\$ -	\$ 20,431.05	\$ -
CONTRACT TOTAL (CDD PORTION)		\$ 4,518,822.95	\$ 21,506.39		\$ 21,506.39	\$ -	\$ 1,075.32	\$ -	\$ 20,431.05	\$ -

Total Amount Due (this invoice)	\$ 20,431.05
Amount CDD Payable (this invoice)	\$ 20,431.05
Balance Owed by Developer (this invoice)	\$ -

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702 FORMAT

TO OWNER:

~~EB Estero Bay Investments, LLC~~ Saltleaf Marina
2210 Vanderbilt Beach Rd., Suite 1300
Naples, FL 34109

PROJECT: SM0005CDD

Saltleaf Marina

APPLICATION NO: 1289-20-SM0005CDD

PERIOD TO: 10/25/2024

CONTRACT NO: N/A

PO #: N/A

APPLICATION DATE: 10/25/2024 ✓

CONTRACT DATE: 7/14/2022

FROM CONTRACTOR:

KELLY BROTHERS, INC.
15775 PINE RIDGE ROAD
FORT MYERS, FL 33908

VIA: Coastal Engineering Consultants
Attn: Mark Kincaid

Saltleaf Marina -
100% Reimbursed
CDD Pay Application 100% Reimbursed

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1a ORIGINAL CONTRACT SUM	\$ 4,530,087.64
2 Net change by Change Orders & Adjs	\$ (11,264.70)
3 CONTRACT SUM TO DATE (Line 1a +/- 2)	\$ 4,518,822.94
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 4,486,832.91
5 RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 78,676.32
b. 5 % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 78,676.32
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 4,408,156.59
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 4,328,181.45
8 CURRENT PAYMENT DUE	\$ 79,975.14
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 110,666.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$ (11,264.70)
Total approved this Month	\$ -	
TOTALS	\$ -	\$ (11,264.70)
NET CHANGES by Change Order		(\$11,264.70)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

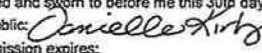
CONTRACTOR: KELLY BROTHERS, INC. ✓

BY:  DATE: 10/30/2024

Daniel Doane, Controller

State of: FLORIDA County of: LEE

Subscribed and sworn to before me this 30th day of October, 2024.

Notary Public:  DANIELLE KIRBY

My Commission expires: 12/26/2027 Notary Public

State of Florida

Comm# HH475968

Expires 12/26/2027

CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 79,975.14
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

BY: DATE: ✓

ARCHITECT:

BY:  DATE: 11/2/2024 ✓

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Subclause Form FMS-013, Page 2 of 2
Contractor's signed certification is attached
via: CEC

APPLICATION NO: 1289-20-SM0005CDD
APPLICATION DATE: 10/25/24
PERIOD TO: 10/25/24

CDD Pay Application

PROJECT1 SM0005C Saltleaf Marins

A		B			C		D		E		F	G		H		I
ITEM NO.	LB	DESCRIPTION OF WORK	QTY	UNIT	SCHEDULED VALUE T/F FROM SM0005	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (G-G)	RETAINAGE				
						FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						(G-G)	5%		
1		Mobilization / Demobilization	1	JOB	\$ 99,769.00	\$ 99,769.00	0.25	\$ 24,942.25	\$ -	\$ 24,942.25	25%	\$ 74,826.75	\$ -			
2		Credging	14717	CY	\$ 35.96	\$ 529,223.32	\$ -	\$ -	\$ -	\$ -	0%	\$ 529,223.32	\$ -			
3G		Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+62)	462	LF	\$ 136.00	\$ 62,832.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 62,832.00	\$ -			
4C		Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+64 to 10+19)	435	LF	\$ 58.00	\$ 25,230.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 25,230.00	\$ -			
5D		Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	201	LF	\$ 117.00	\$ 23,517.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 23,517.00	\$ -			
6		Concrete Seawall (STA 0+00 to 4+62, STA 5+64 to 10+19, STA 10+19 to 12+20)														
6A		Pre-Cast Panel Fabrication	1098	LF	\$ 621.00	\$ 681,858.00	1,098.00	\$ 681,858.00	\$ -	\$ 681,858.00	100%	\$ -	\$ -			
6B		Pre-Cast Panel Installation	1098	LF	\$ 169.00	\$ 185,562.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 185,562.00	\$ -			
6C		Cap Beam / Tieback System	1098	LF	\$ 398.00	\$ 437,004.00	\$ -	\$ 22,013.68	\$ -	\$ 22,013.68	5%	\$ 414,990.31	\$ -			
6D		Demolition / Disposal (STA 0+00 to 2+11, STA 10+81 to 12+20)	350	LF	\$ 143.00	\$ 50,050.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,050.00	\$ -			
7		Submerged Vinyl Retaining Wall (STA 4+62 to 5+64)														
7A		Sheet Pile Purchase	122	LF	\$ 311.00	\$ 37,942.00	\$ -	\$ 26,690.70	\$ -	\$ 26,690.70	70%	\$ 11,251.30	\$ -			
7B		Sheet Pile Installation	122	LF	\$ 121.00	\$ 14,762.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,762.00	\$ -			
8		Concrete Retaining wall (STA RW 0+00 to RW 1+69)	189	LF	\$ 385.00	\$ 72,765.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 72,765.00	\$ -			
9		Vinyl Retaining Wall (STA 17+25 to 17+64)														
9A		Sheet Pile Purchase	39	LF	\$ 191.00	\$ 7,449.00	\$ -	\$ 8,896.91	\$ -	\$ 8,896.91	119%	\$ (1,447.91)	\$ -			
9B		Sheet Pile Installation	39	LF	\$ 166.00	\$ 6,474.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,474.00	\$ -			
10		Boat Ramp														
10A		Grading / Bedding	1	JOB	\$ 56,531.00	\$ 56,531.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 56,531.00	\$ -			
10B		Concrete Piles (10')	3	EA	\$ 1,922.00	\$ 5,766.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,766.00	\$ -			
10C		Concrete Piles (35')	2	EA	\$ 3,312.00	\$ 6,624.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,624.00	\$ -			
10D		Pre-cast Panel Fabrication	8	EA	\$ 2,828.00	\$ 22,624.00	8.00	\$ 22,624.00	\$ -	\$ 22,624.00	100%	\$ -	\$ -			
10E		Pre-cast Panel Installation	8	EA	\$ 772.00	\$ 6,176.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,176.00	\$ -			
10F		CIP Concrete	1	JOB	\$ 117,817.00	\$ 117,817.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 117,817.00	\$ -			
10G		Vinyl Sheet Piles / Grout	1	JOB	\$ 16,486.00	\$ 16,486.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 16,486.00	\$ -			
10H		Bollard	2	EA	\$ 2,365.00	\$ 4,730.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,730.00	\$ -			
10I		ArmorMat	480	SF	\$ 66.00	\$ 31,680.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 31,680.00	\$ -			
11		Environmental Protections Measures	1	JOB	\$ 21,031.00	\$ 21,031.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,031.00	\$ -			
		Total Base Contract - \$ 2,523,902.32 (for reference only)														
CO#1		Ready Mix Cost Increase	1	LS	\$ 9,660.50	\$ 9,660.50	1.00	\$ 9,660.50	\$ -	\$ 9,660.50	100%	\$ -	\$ -			
CO#2		Rebar Cost Increase	1	LS	\$ 9,926.28	\$ 9,926.28	1.00	\$ 9,926.28	\$ -	\$ 9,926.28	100%	\$ -	\$ -			
CO #3A		Delete Remaining Values Unused	1	LS	(1,736,876.47)	(1,736,876.47)					27.49%	\$ (1,736,876.47)	\$ -			

Submittal Form FMB 013, Page 2 of 2
Computerized signed certification is attached

APPLICATION NO: 1289-20-SM0005CDD
APPLICATION DATE: 10/25/24
PERIOD TO: 10/25/24

PROJECT SM0005C: Sailleaf Marina

A	B				C		D	E	F	G	H	I	
ITEM NO.	LB	DESCRIPTION OF WORK	QTY	UNIT	SCHEDULED VALUE TF FROM \$M000	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE	
						FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						
													(F)
CO #3E	PH I Revisions & Cost Increases												
	99-903	CDA - Dredging	83	CY	\$ 39.00	\$ 3,237.00	83.00	\$ 3,237.00	\$ -	\$ 3,237.00	100%	\$ -	\$ -
	99-903	COB - Sidewalk	165	LF	\$ 239.00	\$ 39,435.00	165.00	\$ 39,435.00	\$ -	\$ 39,435.00	100%	\$ -	\$ -
	99-903	COB.1 - Gravel Drain	117	LF	\$ 72.00	\$ 8,424.00	117.00	\$ 8,424.00	\$ -	\$ 8,424.00	100%	\$ -	\$ -
	99-903	COC - Sheet Piles, Ready Mix, Cast New & Dispose of Old	1	LS	\$ 16,447.00	\$ 16,447.00	1.00	\$ 16,447.00	\$ -	\$ 16,447.00	100%	\$ -	\$ -
	91-101	1 - Mobilization & Demobilization	1	LS	\$ 81,514.00	\$ 81,514.00	1.00	\$ 81,514.00	\$ -	\$ 81,514.00	100%	\$ -	\$ -
	91-106	2 - Dredging	14717	CY	\$ 39.00	\$ 573,963.00	14717.00	\$ 573,963.00	\$ -	\$ 573,963.00	100%	\$ -	\$ -
	91-104	3G - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+50)	450	LF	\$ 146.00	\$ 65,700.00	450.00	\$ 65,700.00	\$ -	\$ 65,700.00	100%	\$ -	\$ -
	91-104	4C - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+72 to 10+07)	435	LF	\$ 62.00	\$ 26,970.00	435.00	\$ 26,970.00	\$ -	\$ 26,970.00	100%	\$ -	\$ -
	91-104	5D - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	201	LF	\$ 123.00	\$ 24,723.00	201.00	\$ 24,723.00	\$ -	\$ 24,723.00	100%	\$ -	\$ -
	91-102	Concrete Seawall (STA 0+00 to 4+62, STA 5+84 to 10+19, STA 10+19 to 12+20)											
	91-104	6B - Pre-Cast Panel Installation	1986	LF	\$ 162.00	\$ 197,652.00	1,086.00	\$ 197,652.00	\$ -	\$ 197,652.00	100%	\$ -	\$ -
	91-104	6C - Cap Beam / Tieback System	1986	LF	\$ 607.00	\$ 560,602.00	1,086.00	\$ 560,602.00	\$ -	\$ 560,602.00	100%	\$ -	\$ -
	91-104	6D - Demolition / Disposal (STA 0+00 to 2+11, STA 10+81 to 12+20)	350	LF	\$ 248.00	\$ 86,800.00	350.00	\$ 86,800.00	\$ -	\$ 86,800.00	100%	\$ -	\$ -
	91-105	7 - Sunken/merged Vinyl Retaining Wall (STA 4+62 to 5+84)											
	91-105	7A - Sheet Pile Installation	122	LF	\$ 156.00	\$ 19,032.00	122.00	\$ 19,032.00	\$ -	\$ 19,032.00	100%	\$ -	\$ -
	91-104	8 - Concrete Retaining wall (STA RW 0+00 to RW 1+89)	169	LF	\$ 425.00	\$ 81,081.00	169.00	\$ 81,081.00	\$ -	\$ 81,081.00	100%	\$ -	\$ -
	91-105	9 - Vinyl Retaining Wall (STA 17+25 to 17+64)											
	91-105	9B - Sheet Pile Installation	39	LF	\$ 270.00	\$ 10,530.00	39.00	\$ 10,530.00	\$ -	\$ 10,530.00	100%	\$ -	\$ -
		10 - Boat Ramp											
	91-167	10A - Grading / Bedding	1	LS	\$ 64,269.00	\$ 64,269.00	1.00	\$ 64,269.00	\$ -	\$ 64,269.00	100%	\$ -	\$ -
	91-167	10B - Concrete Piles (10')	3	EA	\$ 2,867.00	\$ 7,701.00	3.00	\$ 7,701.00	\$ -	\$ 7,701.00	100%	\$ -	\$ -
	91-167	10C - Concrete Piles (35')	2	EA	\$ 3,691.00	\$ 7,382.00	2.00	\$ 7,382.00	\$ -	\$ 7,382.00	100%	\$ -	\$ -
	91-167	10E - Pre-cast Panel Installation	6	EA	\$ 769.00	\$ 6,126.00	6.00	\$ 6,126.00	\$ -	\$ 6,126.00	100%	\$ -	\$ -
	91-167	10F - CIP Concrete	1	LS	\$ 131,774.00	\$ 131,774.00	1.00	\$ 131,774.00	\$ -	\$ 131,774.00	100%	\$ -	\$ -
	91-167	10G - Vinyl Sheet Piles / Grout	1	LS	\$ 18,644.00	\$ 18,644.00	1.00	\$ 18,644.00	\$ -	\$ 18,644.00	100%	\$ -	\$ -
	91-167	10H - Belland	2	EA	\$ 2,476.00	\$ 4,952.00	2.00	\$ 4,952.00	\$ -	\$ 4,952.00	100%	\$ -	\$ -
	91-167	10I - Armonnet	480	SF	\$ 75.00	\$ 36,000.00	480.00	\$ 36,000.00	\$ -	\$ 36,000.00	100%	\$ -	\$ -
	91-167	11 - Environmental Protection Measures	1	LS	\$ 22,385.00	\$ 22,385.00	1.00	\$ 22,385.00	\$ -	\$ 22,385.00	100%	\$ -	\$ -
	CO #4	PH I - Rev 3 - Utility Penetrations & Seawall Mats	1	LS	\$ 15,376.00	\$ 15,376.00	1.00	\$ 15,376.00	\$ -	\$ 15,376.00	100%	\$ -	\$ -
		Total Phase I Contract - \$ 2,507,313.43 (38% reference only)											

CONTINUATION SHEET

Substitute Form FMS-013, Page 2 of 2
Contractor's signed certification is attached
vdc: CEC

APPLICATION NO: 1289-20-SM0005CDD
APPLICATION DATE: 10/25/24
PERIOD TO: 10/25/24

CDD Pay Application

PROJECT SM0005C Saltleaf Marina

ITEM NO.	LB Cost Code	DESCRIPTION OF WORK:	QTY	UNIT	SCHEDULED VALUE T/F FROM SM0005	D		E		F	G	H	I	
						WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F) (G/C)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%		
						FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD							
CO #5	PHASE II MARINA													
99-905	1. Mobilization	Sub-Total Item 1 Mobilization: \$78,614.93 (for reference only)	1	LS	\$ 39,007.46	\$ 39,007.46	1.00	\$ 39,007.46	\$ -	\$ 39,007.46	100%	\$ -	\$ 1,959.37	
99-905	2C. South Marginal Dock		3045	SF	\$ 172.50	\$ 532,162.50	3,023.00	\$ 521,467.50	62.00	\$ 10,695.00	\$ 532,162.50	100%	\$ -	\$ 26,658.13
99-905	2D. Finger Piers, Ferry Access, And Boarding Pier		1	SF	\$ 152,739.38	\$ 152,739.38	0.98	\$ 149,684.59	0.02	\$ 3,054.79	\$ 152,739.38	100%	\$ (0.00)	\$ 7,536.97
99-905	2E. Mooring Piles		6	EA	\$ 1,498.35	\$ 8,990.10	6.00	\$ 8,990.10	\$ -	\$ 8,990.10	100%	\$ -	\$ 149.84	
	Sub-Total Item 2 Timber Structures: \$2,194,573.82 (for reference only)													
99-905	3B. Boarding Dock and Gangway		1286	SF	\$ 123.36	\$ 159,874.56	1,296.00	\$ 159,874.56	\$ -	\$ 159,874.56	100%	\$ -	\$ 7,693.73	
99-905	3C. Kayak Dock and Gangway		569	SF	\$ 174.24	\$ 99,142.56	569.00	\$ 99,142.56	\$ -	\$ 99,142.56	100%	\$ -	\$ 4,957.13	
99-905	3D. Guide Piles		4	EA	\$ 11,798.00	\$ 47,192.36	4.00	\$ 47,192.36	\$ -	\$ 47,192.36	100%	\$ -	\$ 2,359.62	
	Sub-Total Item 3 Floating Docks: \$485,651.62 (for reference only)													
99-905	4A. Install Conduit For Marina		1	LS	\$ 216,734.45	\$ 216,734.45	0.98	\$ 212,370.36	\$ -	\$ 212,370.36	98%	\$ 4,334.09	\$ 10,518.52	
99-905	4C. Power Distribution Panels		2	EA	\$ 38,789.10	\$ 77,578.20	2.00	\$ 77,578.20	\$ -	\$ 77,578.20	100%	\$ -	\$ 3,819.91	
99-905	4E. Shore Power (South Side)		2	EA	\$ 4,968.75	\$ 9,937.50	1.20	\$ 5,962.50	\$ -	\$ 5,962.50	60%	\$ 3,975.00	\$ 299.13	
99-905	4H. Lumina Pole Lighting		3	EA	\$ 11,687.57	\$ 35,062.71	0.94	\$ 10,965.60	1.00	\$ 11,687.67	\$ 22,653.17	65%	\$ 12,409.64	\$ 1,132.66
99-905	4I. 12V Lighting Excludes 5 Each on Floating Dock		27	EA	\$ 626.19	\$ 16,907.13	27.00	\$ 16,907.13	\$ -	\$ 16,907.13	100%	\$ -	\$ 845.36	
99-905	4J. Seawall Utility Penetration 1 (Sta 4+28)		1	LS	\$ 7,291.75	\$ 7,291.75	1.00	\$ 7,291.75	\$ -	\$ 7,291.75	100%	\$ -	\$ 364.59	
99-905	4K. Seawall Utility Penetration 2 (Sta 5+72)		1	LS	\$ 7,291.75	\$ 7,291.75	1.00	\$ 7,291.75	\$ -	\$ 7,291.75	100%	\$ -	\$ 364.59	
99-905	4L. Seawall Utility Penetration 3 (Sta 11+98)		1	LS	\$ 4,700.80	\$ 4,700.80	1.00	\$ 4,700.80	\$ -	\$ 4,700.80	100%	\$ -	\$ 235.04	
99-905	4M. 120 V Electrical Service Outlets		2	EA	\$ 307.66	\$ 615.32	2.00	\$ 615.32	\$ -	\$ 615.32	100%	\$ -	\$ 30.77	
	Sub-Total Item 4 Electrical Wiring: \$699,493.56 (for reference only)													
99-905	5A. Install Water Lines for Marina		1	LS	\$ 26,328.90	\$ 26,328.90	0.98	\$ 26,912.46	0.05	\$ 1,416.45	\$ 28,326.91	100%	\$ (0.01)	\$ 1,416.45
99-905	5B. Install Water, Gas, and Force Main for Future Development		1	LS	\$ 20,321.60	\$ 10,150.75	1.00	\$ 10,160.75	\$ -	\$ 10,160.75	100%	\$ -	\$ 526.04	
99-905	5C. Fire Protection System (fireline and Stand Pipes)		1	LS	\$ 36,226.53	\$ 36,226.53	0.95	\$ 34,415.20	0.04	\$ 1,449.06	\$ 35,864.26	99%	\$ 362.27	\$ 1,793.21
99-905	5D. Aluminum Water Spigot (South Side)		3	EA	\$ 570.13	\$ 1,710.39	\$ -	\$ -	3.00	\$ 1,710.39	\$ 1,710.39	100%	\$ -	\$ 85.52
99-905	5E. Keco Marine Pumpout System		1	LS	\$ 47,656.75	\$ 47,656.75	0.05	\$ 2,362.84	0.95	\$ 45,273.91	\$ 47,656.75	100%	\$ 0.00	\$ 2,362.84
	Sub-Total Item 5 Water Utilities: \$215,231.67 (for reference only)													
99-905	6A. Fire Extinguisher With Plastic Cabinet		4	EA	\$ 511.75	\$ 2,047.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,047.00	\$ -
99-905	6B. Ladders		2	EA	\$ 974.13	\$ 1,948.26	2.00	\$ 1,948.26	\$ -	\$ 1,948.26	100%	\$ -	\$ 97.41	
99-905	6C. Rectangle Dock Boxes		2	EA	\$ 1,335.74	\$ 2,671.48	2.00	\$ 2,671.48	\$ -	\$ 2,671.48	100%	\$ -	\$ 133.57	
99-905	6E. Trash Cans Concrete Pads and Signage		2	CA	\$ 4,416.43	\$ 8,832.86	1.00	\$ 4,416.43	0.50	\$ 2,209.22	\$ 6,626.65	75%	\$ 2,209.21	\$ 331.38
99-905	6F. Booster Information and Marine Signage		1	EA	\$ 4,602.72	\$ 4,602.72	0.50	\$ 2,301.36	0.45	\$ 2,071.22	\$ 4,372.58	95%	\$ 230.14	\$ 216.63
99-905	6G. MonoFlament Recycling Tubes		3	EA	\$ 960.83	\$ 2,882.49	1.00	\$ 960.83	2.00	\$ 1,921.66	\$ 2,882.49	100%	\$ -	\$ 144.12
99-905	6H. Pumpout and Clean Vessel Signage		1	EA	\$ 3,320.65	\$ 3,320.65	0.25	\$ 930.22	0.70	\$ 2,324.62	\$ 3,154.84	95%	\$ 165.04	\$ 157.74
	Sub-Total Item 6 Marina Accessories: \$167,506.73 (for reference only)													
99-905	7B. 14K LB Lift With Remote		2	EA	\$ 19,286.23	\$ 38,576.46	2.00	\$ 38,576.46	\$ -	\$ 38,576.46	100%	\$ -	\$ 1,928.62	
	Sub-Total Item 7 Boat Lifts: \$1,015,653.58 (for reference only)													
99-905	8. Test All Electrical Systems With Power From Grid		1	LS	\$ 6,256.75	\$ 6,256.75	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,256.75	\$ -
	Sub-Total Item 8 Testlog: \$12,513.50 (for reference only)													
99-905	9. Environmental Protection Measures	Sub-Total Item 9 Environmental Protection Measures: \$24,658.54 (for reference only)	1	LS	\$ 12,349.27	\$ 12,349.27	0.07	\$ 11,978.79	0.03	\$ 370.48	\$ 12,349.27	100%	\$ (0.00)	\$ 617.46
	Sub-Total Item 9 Environmental Protection Measures: \$24,658.54 (for reference only)													
	Total Phase II Contract: \$ 5,000,000.00					\$ 4,530,887.64	\$ 4,413,913.24	\$ 84,184.37	\$ -	\$ 4,498,097.61	99%	\$ 31,990.03	\$ 79,239.55	
CO #8	99-905	Credit for Ballast (Pay App Item No. 10H)	0.5	EA	\$ (2,476.00)	\$ (1,238.00)	0.50	\$ (1,238.00)	\$ -	\$ -	\$ (1,238.00)	100%	\$ -	\$ (61.90)
	99-905	Credit for C/P Concrete (Pay App Item 10F)	1	LS	\$ (3,377.00)	\$ (3,377.00)	1.00	\$ (3,377.00)	\$ -	\$ -	\$ (3,377.00)	100%	\$ -	\$ (168.85)
	99-905	Credit for Dredging (Pay App Item No. 2)	459	CY	\$ (39.00)	\$ (17,901.00)	459.00	\$ (17,901.00)	\$ -	\$ -	\$ (17,901.00)	100%	\$ -	\$ (895.05)
	99-905	Sheet Pile Purchase (Pay App Item No. 7A)	1	LS	\$ 11,251.30	\$ 11,251.30	1.00	\$ 11,251.30	\$ -	\$ -	\$ 11,251.30	100%	\$ -	\$ 562.57
		Total Change Order #9				\$ (11,264.70)	\$ (11,264.70)	\$ -	\$ -	\$ (11,264.70)			\$ (563.23)	
	GRAND TOTALS					\$ 4,518,822.94	\$ 4,402,648.54	\$ 84,184.37	\$ -	\$ 4,486,832.91	99%	\$ 31,990.03	\$ 78,676.32	

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
Kelly Brothers Contract 1289 (Marina)
Pay Application 20-SM0005CDD

Date reviewed: 1/2/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 20	Percent CDD Fundable	Amount CDD Fundable Pay App 20	Balance Developer Pay App 20	CDD Less 5% Retainage	Developer Less 5% Retainage	CDD Amount Payable	Developer Amount Payable
PHASE I MARINA										
1	Mobilization / Demobilization	\$ 99,769.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Dredging	\$ 529,223.32	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3G	Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+62)	\$ 62,832.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4C	Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+84 to 10+19)	\$ 25,230.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5D	Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	\$ 23,517.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6A	Pre-Cast Panel Fabrication	\$ 681,858.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6B	Pre-Cast Panel Installation	\$ 185,562.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6C	Cap Beam / Tieback System	\$ 437,004.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6D	Demolition / Disposal (STA 0+00 to 2+11, STA 10+81 to 12+20)	\$ 50,050.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7A	Sheet Pile Purchase	\$ 37,942.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7B	Sheet Pile Installation	\$ 14,762.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Concrete Retaining wall (STA RW 0+00 to RW 1+89)	\$ 72,765.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9A	Sheet Pile Purchase	\$ 7,449.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9B	Sheet Pile Installation	\$ 6,474.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10A	Grading / Bedding	\$ 56,531.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10B	Concrete Piles (10')	\$ 5,766.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10C	Concrete Piles (33')	\$ 6,624.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10D	Pre-cast Panel Fabrication	\$ 22,624.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10E	Pre-cast Panel Installation	\$ 6,176.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10F	CIP Concrete	\$ 117,817.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10G	Vinyl Sheet Piles / Grout	\$ 16,486.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10H	Bollard	\$ 4,730.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10I	Armormat	\$ 31,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Environmental Protections Measures	\$ 21,031.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #1	Ready Mix Cost Increase	\$ 9,660.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #2	Rebar Cost Increase	\$ 9,926.28	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3A	Delete Remaining Values Unused	\$ (1,736,876.47)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COA - Dredging	\$ 3,237.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COB - Sidewalk	\$ 39,435.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COB.1 - Gravel Drain	\$ 8,424.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COC - Sheet Piles, Ready Mix, Cast New & Dispose of Old	\$ 16,447.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	1 - Mobilization & Demobilization	\$ 81,514.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	2 - Dredging	\$ 573,963.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	3G - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+50)	\$ 65,700.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	4C - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+72 to 10+07)	\$ 26,970.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	5D - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	\$ 24,723.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	6B - Pre-Cast Panel Installation	\$ 197,652.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	6C - Cap Beam / Tieback System	\$ 550,602.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	6D - Demolition / Disposal (STA 0+00 to 2+11, STA 10+81 to 12+20)	\$ 86,800.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	7B - Sheet Pile Installation	\$ 19,032.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	8 - Concrete Retaining wall (STA RW 0+00 to RW 1+89)	\$ 81,081.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	9B - Sheet Pile Installation	\$ 10,539.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10A - Grading / Bedding	\$ 64,269.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10B - Concrete Piles (10')	\$ 7,701.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10C - Concrete Piles (33')	\$ 7,362.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10E - Pre-cast Panel Installation	\$ 6,128.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10F - CIP Concrete	\$ 131,774.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10G - Vinyl Sheet Piles / Grout	\$ 18,644.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10H - Bollard	\$ 4,952.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10I - Armormat	\$ 36,000.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	11 - Environmental Protections Measures	\$ 22,385.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #4	PH I - Rev 3 - Utility Penetrations & Seawall Mods	\$ 15,376.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL PHASE I MARINA (CDD PORTION)	\$ 2,907,313.63	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PHASE II MARINA										
CO #5	1. Mobilization	\$ 39,007.46	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2A. Boardwalk	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2B. North Marginal Dock	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2C. South Marginal Dock	\$ 532,162.50	\$ 10,695.00	100%	\$ 10,695.00	\$ -	\$ 534.75	\$ -	\$ 10,160.25	\$ -

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
Kelly Brothers Contract 1289 (Marina)
Pay Application 20-SM0005CDD

Date reviewed: 1/2/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 20	Percent CDD Fundable	Amount CDD Fundable Pay App 20	Balance Developer Pay App 20	CDD Less 5% Retainage	Developer Less 5% Retainage	CDD Amount Payable	Developer Amount Payable
CO #5	2D. Finger Piers, Ferry Access, And Boarding Pier	\$ 152,739.38	\$ 3,054.79	100%	\$ 3,054.79	\$ -	\$ 152.74	\$ -	\$ 2,902.05	\$ -
CO #5	2E. Mooring Piles	\$ 8,990.10	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3A. Ferry Dock and Gangway	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3B. Boarding Dock and Gangway	\$ 159,874.56	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3C. Kayak Dock and Gangway	\$ 99,142.56	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3D. Guide Piles	\$ 47,192.36	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4A. Install Conduit For Marina	\$ 216,704.45	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4B. Install Conduit For Future Development	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4C. Power Distribution Panels	\$ 77,578.20	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4D. Lighthouse Power Pedestals	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4E. Shore Power (South Side)	\$ 9,937.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4F. Firehouse Cabinet and Fire Extinguisher	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4G. Mariner Bollards Lighting	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4H. Luminia Pole Lighting	\$ 35,062.71	\$ 11,687.57	100%	\$ 11,687.57	\$ -	\$ 584.38	\$ -	\$ 11,103.19	\$ -
CO #5	4I. 12V Lighting Excludes 5 Each on Floating Dock	\$ 16,907.13	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4J. Seawall Utility Penetration 1 (Sta 4+28)	\$ 7,291.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4K. Seawall Utility Penetration 2 (Sta 5+72)	\$ 7,291.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4L. Seawall Utility Penetration 3 (Sta 11+98)	\$ 4,700.80	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4M. 120 V Electrical Service Outlets	\$ 615.32	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	5A. Install Water lines for Marina	\$ 28,328.90	\$ 1,416.45	100%	\$ 1,416.45	\$ -	\$ 70.82	\$ -	\$ 1,345.63	\$ -
CO #5	5B. Install Water, Gas, and Force Main for Future Development	\$ 10,160.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	5C. Fire Protection System (fireline and Stand Pipes)	\$ 36,226.53	\$ 1,449.06	100%	\$ 1,449.06	\$ -	\$ 72.45	\$ -	\$ 1,376.61	\$ -
CO #5	5D. Aluminum Water Spigot (South Side)	\$ 1,710.39	\$ 1,710.39	100%	\$ 1,710.39	\$ -	\$ 85.52	\$ -	\$ 1,624.87	\$ -
CO #5	5E. Keco Marine Pumpout System	\$ 47,656.75	\$ 45,273.91	100%	\$ 45,273.91	\$ -	\$ 2,263.70	\$ -	\$ 43,010.21	\$ -
CO #5	6A. Fire Extinguisher With Plastic Cabinet	\$ 2,047.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6B. Ladders	\$ 1,948.26	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6C. Rectangle Dock Boxes	\$ 2,671.48	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6D. Triangle Dock Boxes	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6E. Trash Cans Concrete Pads and Signage	\$ 8,836.86	\$ 2,209.22	100%	\$ 2,209.22	\$ -	\$ 110.46	\$ -	\$ 2,098.76	\$ -
CO #5	6F. Boater Information and Marina Signage	\$ 4,602.72	\$ 2,071.22	100%	\$ 2,071.22	\$ -	\$ 103.56	\$ -	\$ 1,967.66	\$ -
CO #5	6G. MonoFilament Recycling Tubes	\$ 2,882.49	\$ 1,921.66	100%	\$ 1,921.66	\$ -	\$ 96.08	\$ -	\$ 1,825.58	\$ -
CO #5	6H. Oumpout and Clean Vessel Signage	\$ 3,320.88	\$ 2,324.62	100%	\$ 2,324.62	\$ -	\$ 116.23	\$ -	\$ 2,208.39	\$ -
CO #5	7A. 10K LB Lift With Remote	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	7B. 14K LB Lift With Remote	\$ 38,576.46	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	7C. 16K LB Lift With Remote	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	7D. 20K LB Lift With Remote	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	8. Test All Electrical Systems With Power From Grid	\$ 6,256.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	9. Environmental Protection Measures	\$ 12,349.27	\$ 370.48	100%	\$ 370.48	\$ -	\$ 18.52	\$ -	\$ 351.96	\$ -
CO #6	Mob / Demo / Dredging & Backfill	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #8	Credits	\$ (11,264.70)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL PHASE II MARINA (CDD PORTION)		\$ 1,611,509.32	\$ 84,184.37		\$ 84,184.37	\$ -	\$ 4,209.22	\$ -	\$ 79,975.14	\$ -
CONTRACT TOTAL (CDD PORTION)		\$ 4,518,822.95	\$ 84,184.37		\$ 84,184.37	\$ -	\$ 4,209.22	\$ -	\$ 79,975.14	\$ -

Total Amount Due (this invoice)	\$ 79,975.14
Amount CDD Payable (this invoice)	\$ 79,975.14
Balance Owed by Developer (this invoice)	\$ -

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT
[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT – PHASE 2 MARINA PROJECT]
[PAY APPLICATIONS #19-20]

Payment Application ("Pay Application"):	Total Pay Application Amount:	CDD Eligible Amount:
#19	\$20,431.05	\$20,431.05
#20	\$79,975.14	\$79,975.14
TOTALS:	\$100,406.19	\$100,406.19
Developer: Saltleaf Marina Investments, LLC ("Developer")		Contractor: Kelly Brothers, Inc. ("Contractor")
Site CDD Work Contract: <i>Contractor Agreement</i> , dated July 14, 2022 ("Contract")		Engineer's Report: <i>Engineer's Report</i> , dated September 8, 2023, Amended and Restated March 19, 2024, as revised March 28, 2024 (together, " <i>Engineer's Report</i> ")

THIS BILL OF SALE is made to be effective as of the 23 day of Jan., 2025, by and between **Saltleaf Marina Investments, LLC**, a Florida limited liability company ("**Grantor**"), whose address is 2210 Vanderbilt Beach Road, Suite 1300, Naples, FL 34109 and **Saltleaf Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

SALTLEAF MARINA INVESTMENTS, LLC


Name: Stephen D. Lyon
Title: Authorized Rep
Date: 1/23/25

Exhibit A: Payment Application, with District Items Identified & Contractor Partial Release

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702 FORMAT

TO OWNER:

LB Estero Bay Investments, LLC
2210 Vanderbilt Beach Rd., Suite 1300
Naples, FL 34109

PROJECT: SM0005CDD
Saltleaf Marina

APPLICATION NO: 1289-19-SM0005CDD

PERIOD TO: 9/25/2024
CONTRACT NO: N/A
PO #: N/A

FROM CONTRACTOR:

KELLY BROTHERS, INC.
15775 PINE RIDGE ROAD
FORT MYERS, FL 33908

VIA: Coastal Engineering Consultants
Attn: Mark Kincaid

APPLICATION DATE: 9/25/2024
CONTRACT DATE: 7/14/2022

CDD Pay Application

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1a ORIGINAL CONTRACT SUM	\$ 4,530,087.64
2 Net change by Change Orders & Adjs	\$ (11,264.70)
3 CONTRACT SUM TO DATE (Line +/- 2)	\$ 4,518,822.94
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 4,402,648.55
5 RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 74,467.10
b. 5 % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 74,467.10
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 4,328,181.45
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 4,307,750.40
8 CURRENT PAYMENT DUE	\$ 20,431.05
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 190,641.49

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$ (11,264.70)
Total approved this Month	\$ -	
TOTALS	\$ -	\$ (11,264.70)
NET CHANGES by Change Order		(\$11,264.70)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: KELLY BROTHERS, INC.

BY: Dane Kelly, President DATE: 9/26/2024

State of: FLORIDA County of: LEE

Subscribed and sworn to before me this 26th day of September, 2024.

Notary Public: Danielle Kirby

My Commission expires: 12/26/2027

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 20,431.05

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER: Jeremy Harger

BY: [Signature] DATE: 10/1/2024

ARCHITECT: [Signature] DATE: 10/1/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Saltleaf Marina
100% Reimbursed

OK - see
breakdown
"Exhibit A"

CONTINUATION SHEET

Substitute Form FMB 013, Page 2 of 2
Contractor's signed certification is attached
via: CEC

APPLICATION NO: 1289-19-SM0005CDD
APPLICATION DATE: 09/25/24
PERIOD TO: 09/25/24

CDD Pay Application

PROJECT SM0005C: Sailleaf Marina

ITEM NO.	LB Cost Code	DESCRIPTION OF WORK	QTY		UNIT	COST	SCHEDULED VALUE T/F FROM SM0005	D		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE 5%					
								WORK COMPLETED		VALUE T/F FROM SM0005	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)							
								FROM PREVIOUS APPLICATION (D-E)													
1		Mobilization / Demobilization	1	JOB	\$	99,769.00	\$	99,769.00	0.25	\$	24,942.25	\$	-	\$	24,942.25	25%	\$	74,826.75	\$	-	
2		Dredging	14717	CY	\$	35.96	\$	529,223.32	\$	-	\$	-	\$	-	\$	-	0%	\$	529,223.32	\$	-
3G		Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+62)	462	LF	\$	136.00	\$	62,832.00	\$	-	\$	-	\$	-	\$	-	0%	\$	62,832.00	\$	-
4C		Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+84 to 10+19)	435	LF	\$	58.00	\$	25,230.00	\$	-	\$	-	\$	-	\$	-	0%	\$	25,230.00	\$	-
5D		Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	201	LF	\$	117.00	\$	23,517.00	\$	-	\$	-	\$	-	\$	-	0%	\$	23,517.00	\$	-
6		Concrete Seawall (STA 0+00 to 4+62, STA 5+84 to 10+19, STA 10+19 to 12+20)																			
6A		Pre-Cast Panel Fabrication	1098	LF	\$	621.00	\$	681,858.00	1,098.00	\$	681,858.00	\$	-	\$	681,858.00	100%	\$	-	\$	-	
6B		Pre-Cast Panel Installation	1098	LF	\$	169.00	\$	185,562.00	\$	-	\$	-	\$	-	\$	-	0%	\$	185,562.00	\$	-
6C		Cap Beam / Tieback System	1098	LF	\$	298.00	\$	437,004.00	\$	-	\$	22,013.99	\$	-	\$	22,013.99	5%	\$	414,990.01	\$	-
6D		Demolition / Disposal (STA 0+00 to 2+11, STA 10+81 to 12+20)	350	LF	\$	143.00	\$	50,050.00	\$	-	\$	-	\$	-	\$	-	0%	\$	50,050.00	\$	-
7		Summberged Vinyl Retaining Wall(STA 4+62 to 5+84)																			
7A		Sheet Pile Purchase	122	LF	\$	311.00	\$	37,942.00	\$	-	\$	-	\$	-	\$	26,690.70	70%	\$	11,251.30	\$	-
7B		Sheet Pile Installation	122	LF	\$	121.00	\$	14,762.00	\$	-	\$	-	\$	-	\$	-	0%	\$	14,762.00	\$	-
8		Concrete Retaining wall (STA RW 0+00 to RW 1+89)	189	LF	\$	385.00	\$	72,765.00	\$	-	\$	-	\$	-	\$	-	0%	\$	72,765.00	\$	-
9		Vinyl Retaining Wall (STA 17+25 to 17+64)																			
9A		Sheet Pile Purchase	39	LF	\$	191.00	\$	7,449.00	\$	-	\$	8,896.91	\$	-	\$	8,896.91	119%	\$	(1,447.91)	\$	-
9B		Sheet Pile Installation	39	LF	\$	166.00	\$	6,474.00	\$	-	\$	-	\$	-	\$	-	0%	\$	6,474.00	\$	-
10		Boat Ramp																			
10A		Grading / Bedding	1	JOB	\$	56,531.00	\$	56,531.00	\$	-	\$	-	\$	-	\$	-	0%	\$	56,531.00	\$	-
10B		Concrete Piles (10')	3	EA	\$	1,922.00	\$	5,766.00	\$	-	\$	-	\$	-	\$	-	0%	\$	5,766.00	\$	-
10C		Concrete Piles (33')	2	EA	\$	3,312.00	\$	6,624.00	\$	-	\$	-	\$	-	\$	-	0%	\$	6,624.00	\$	-
10D		Pre-cast Panel Fabrication	8	EA	\$	2,828.00	\$	22,624.00	8.00	\$	22,624.00	\$	-	\$	22,624.00	100%	\$	-	\$	-	
10E		Pre-cast Panel Installation	8	EA	\$	772.00	\$	6,176.00	\$	-	\$	-	\$	-	\$	-	0%	\$	6,176.00	\$	-
10F		CIP Concrete	1	JOB	\$	117,817.00	\$	117,817.00	\$	-	\$	-	\$	-	\$	-	0%	\$	117,817.00	\$	-
10G		Vinyl Sheet Piles / Grout	1	JOB	\$	16,486.00	\$	16,486.00	\$	-	\$	-	\$	-	\$	-	0%	\$	16,486.00	\$	-
10H		Boilard	2	EA	\$	2,365.00	\$	4,730.00	\$	-	\$	-	\$	-	\$	-	0%	\$	4,730.00	\$	-
10I		Armormat	480	SF	\$	66.00	\$	31,680.00	\$	-	\$	-	\$	-	\$	-	0%	\$	31,680.00	\$	-
11		Environmental Protections Measures	1	JOB	\$	21,031.00	\$	21,031.00	\$	-	\$	-	\$	-	\$	-	0%	\$	21,031.00	\$	-
		Total Base Contract - \$ 2,523,902.32 (for reference only)																			
CO#1		Ready Mix Cost Increase	1	LS	\$	9,660.50	\$	9,660.50	1.00	\$	9,660.50	\$	-	\$	9,660.50	100%	\$	-	\$	-	
CO#2		Rebar Cost Increase	1	LS	\$	9,926.28	\$	9,926.28	1.00	\$	9,926.28	\$	-	\$	9,926.28	100%	\$	-	\$	-	
CO #3A		Delete Remaining Values Unused	1	LS		(1,736,356.47)	(1,736,356.47)										27.89%	(1,736,356.47)	\$	-	

Substitute Form FMB 013, Page 2 of 2
Contractor's signed certification is attached
via: **CEC**

CDD Pay Application

PROJECT SM0005C|Saltleaf Marina

ITEM NO.	LB	B	QTY	UNIT	SCHEDULED VALUE T/P FROM SM0005	D		E		F	G	H	I			
						WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE					% (D+E-F) (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
						FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD									
Cost Code		DESCRIPTION OF WORK		COST												
CO #38		PH I Revisions & Cost Increases														
99-003		COA - Dredging	83	CY	\$ 39.00	\$ 3,237.00	83.00	\$ 3,237.00	\$ -	\$ -	\$ 3,237.00	100%	\$ -			
99-003		COB - Sidewalk	165	LF	\$ 239.00	\$ 39,435.00	165.00	\$ 39,435.00	\$ -	\$ -	\$ 39,435.00	100%	\$ -			
99-003		COB 1 - Gravel Drain	117	LF	\$ 72.00	\$ 8,424.00	117.00	\$ 8,424.00	\$ -	\$ -	\$ 8,424.00	100%	\$ -			
99-003		COC - Sheet Piles, Ready Mix, Cast New & Dispose of Old	1	LS	\$ 16,447.00	\$ 16,447.00	1.00	\$ 16,447.00	\$ -	\$ -	\$ 16,447.00	100%	\$ -			
81-101		1 - Mobilization & Demobilization	1	LS	\$ 81,514.00	\$ 81,514.00	1.00	\$ 81,514.00	\$ -	\$ -	\$ 81,514.00	100%	\$ -			
81-106		2 - Dredging	14717	CY	\$ 39.00	\$ 573,963.00	14717.00	\$ 573,963.00	\$ -	\$ -	\$ 573,963.00	100%	\$ -			
81-104		3G - Concrete Seawall: ClearGrub & Place Fill/Compact (STA 0+00 to 4+50)	450	LF	\$ 148.00	\$ 65,700.00	450.00	\$ 65,700.00	\$ -	\$ -	\$ 65,700.00	100%	\$ -			
81-104		4C - Concrete Seawall: ClearGrub & Place Fill/Compact (STA 5+72 to 10+07)	435	LF	\$ 62.00	\$ 26,970.00	370.00	\$ 26,970.00	\$ -	\$ -	\$ 26,970.00	100%	\$ -			
81-104		5D - Concrete Seawall: ClearGrub & Place Fill/Compact (STA 10+19 to 12+20)	201	LF	\$ 123.00	\$ 24,723.00	201.00	\$ 24,723.00	\$ -	\$ -	\$ 24,723.00	100%	\$ -			
81-100		Concrete Seawall (STA 0+00 to 4+62, STA 5+84 to 10+19, STA 10+19 to 12+20)														
81-104		6B - Pre-Cast Panel Installation	1086	LF	\$ 182.00	\$ 197,652.00	1,086.00	\$ 197,652.00	\$ -	\$ -	\$ 197,652.00	100%	\$ -			
81-104		6C - Cap Beam / Tieback System	1086	LF	\$ 507.00	\$ 550,602.00	1,086.00	\$ 550,602.00	\$ -	\$ -	\$ 550,602.00	100%	\$ -			
81-104		6D - Demolition / Dispose (STA 0+00 to 2+11, STA 10+81 to 12+20)	350	LF	\$ 248.00	\$ 86,800.00	350.00	\$ 86,800.00	\$ -	\$ -	\$ 86,800.00	100%	\$ -			
81-105		7 - Submerged Vinyl Retaining Wall(STA 4+62 to 5+84)														
81-105		7B - Sheet Pile Installation	122	LF	\$ 156.00	\$ 19,032.00	122.00	\$ 19,032.00	\$ -	\$ -	\$ 19,032.00	100%	\$ -			
81-104		8 - Concrete Retaining wall (STA RW 0+00 to RW 1+89)	189	LF	\$ 429.00	\$ 81,081.00	189.00	\$ 81,081.00	\$ -	\$ -	\$ 81,081.00	100%	\$ -			
81-105		9 - Vinyl Retaining Wall (STA 17+25 to 17+64)														
81-105		9B - Sheet Pile Installation	39	LF	\$ 270.00	\$ 10,530.00	39.00	\$ 10,530.00	\$ -	\$ -	\$ 10,530.00	100%	\$ -			
		10 - Boat Ramp														
81-107		10A - Grading / Bedding	1	LS	\$ 64,269.00	\$ 64,269.00	1.00	\$ 64,269.00	\$ -	\$ -	\$ 64,269.00	100%	\$ -			
81-107		10B - Concrete Piles (10')	3	EA	\$ 2,567.00	\$ 7,701.00	3.00	\$ 7,701.00	\$ -	\$ -	\$ 7,701.00	100%	\$ -			
81-107		10C - Concrete Piles (33')	2	EA	\$ 3,681.00	\$ 7,362.00	2.00	\$ 7,362.00	\$ -	\$ -	\$ 7,362.00	100%	\$ -			
81-107		10E - Pre-cast Panel Installation	8	EA	\$ 765.00	\$ 6,128.00	8.00	\$ 6,128.00	\$ -	\$ -	\$ 6,128.00	100%	\$ -			
81-107		10F - CIP Concrete	1	LS	\$ 131,774.00	\$ 131,774.00	1.00	\$ 131,774.00	\$ -	\$ -	\$ 131,774.00	100%	\$ -			
81-107		10G - Vinyl Sheet Piles / Grout	1	LS	\$ 18,644.00	\$ 18,644.00	1.00	\$ 18,644.00	\$ -	\$ -	\$ 18,644.00	100%	\$ -			
81-107		10H - Belling	2	EA	\$ 2,492.00	\$ 4,983.00	2.00	\$ 4,983.00	\$ -	\$ -	\$ 4,983.00	100%	\$ -			
81-102		10I - Armoring	480	SF	\$ 75.00	\$ 36,000.00	480.00	\$ 36,000.00	\$ -	\$ -	\$ 36,000.00	100%	\$ -			
81-103		11 - Environmental Protection Measures	1	LS	\$ 22,385.00	\$ 22,385.00	1.00	\$ 22,385.00	\$ -	\$ -	\$ 22,385.00	100%	\$ -			
CO #4		PH I - Rev 3 - Utility Penetrations & Seawall Mods Total Phase I Contract : \$ 2,902,313.62 (for reference only)	1	LS	\$ 15,376.00	\$ 15,376.00	1.00	\$ 15,376.00	\$ -	\$ -	\$ 15,376.00	100%	\$ -			

Substitute Form FMB 013, Page 2 of 2
Contractor's signed certification is attached
via: **CEC**

CDD Pay Application

A	B	C	D	E	F	G	H	I						
ITEM NO.	LB Cost Code	DESCRIPTION OF WORK	QTY	UNIT	SCHEDULED VALUE TIF FROM SM005	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E-F)	% (C/G)	BALANCE TO FINISH (C-G)	RETAINAGE 5%		
						FROM PREVIOUS APPLICATION (D-C)	THIS PERIOD							
CO #5		PHASE II MARINA												
99-005	1. Mobilization		1	LS	\$ - 39,007.46	\$ - 39,007.46	1.00	\$ - 39,007.46	\$ -	-	\$ - 39,007.46	100%	\$ -	\$ - 1,950.37
		<i>Sub-Total Item 1 Mobilization: \$178,014.91 (for reference only)</i>												
99-005	2C. South Marginal Dock		3085	SF	\$ - 172.50	\$ - 532,182.50	3,023.00	\$ - 521,487.50	\$ -	-	\$ - 521,487.50	98%	\$ - 10,695.00	\$ - 26,073.36
99-005	2D. Finger Piers, Ferry Access, And Boarding Pier		1	SF	\$ - 152,739.38	\$ - 152,739.38	0.98	\$ - 148,684.59	\$ -	-	\$ - 148,684.59	98%	\$ - 3,054.79	\$ - 7,484.23
99-005	2E. Mooring Piles		6	EA	\$ - 1,496.35	\$ - 8,990.10	6.00	\$ - 8,990.10	\$ -	-	\$ - 8,990.10	100%	\$ -	\$ - 149.64
		<i>Sub-Total Item 2 Timber Structures: \$2,124,575.82 (for reference only)</i>												
99-005	3B. Boarding Dock and Gangway		1296	SF	\$ - 123.36	\$ - 159,874.56	1,296.00	\$ - 159,874.56	\$ -	-	\$ - 159,874.56	100%	\$ -	\$ - 7,993.73
99-005	3C. Kayak Dock and Gangway		569	SF	\$ - 174.24	\$ - 99,142.56	569.00	\$ - 99,142.56	\$ -	-	\$ - 99,142.56	100%	\$ -	\$ - 4,957.13
99-005	3D. Guide Piles		4	EA	\$ - 11,798.00	\$ - 47,192.36	4.00	\$ - 47,192.36	\$ -	-	\$ - 47,192.36	100%	\$ -	\$ - 2,359.62
		<i>Sub-Total Item 3 Floating Docks: \$495,851.67 (for reference only)</i>												
99-005	4A. Install Conduit For Marina		1	LS	\$ - 216,704.45	\$ - 216,704.45	0.95	\$ - 205,669.23	0.03	\$ - 6,501.13	\$ - 212,370.36	98%	\$ - 4,334.09	\$ - 10,618.02
99-005	4C. Power Distribution Panels		2	EA	\$ - 38,789.10	\$ - 77,578.20	2.00	\$ - 77,578.20	\$ -	-	\$ - 77,578.20	100%	\$ -	\$ - 3,878.91
99-005	4E. Shore Power (South Side)		2	EA	\$ - 4,968.75	\$ - 9,937.50	1.00	\$ - 4,968.75	0.10	\$ - 993.75	\$ - 5,962.50	62%	\$ - 3,975.00	\$ - 298.13
99-005	4H. Lumina Pole Lighting		3	EA	\$ - 11,687.57	\$ - 35,062.71	0.94	\$ - 10,965.60	\$ -	-	\$ - 10,965.60	31%	\$ - 24,097.11	\$ - 548.28
99-005	4I. 12V Lighting Excludes 5 Each on Floating Dock		27	EA	\$ - 626.19	\$ - 16,907.13	27.00	\$ - 16,907.13	\$ -	-	\$ - 16,907.13	100%	\$ -	\$ - 845.36
99-005	4J. Seawall Utility Penetration 1 (Sta 4+28)		1	LS	\$ - 7,291.75	\$ - 7,291.75	1.00	\$ - 7,291.75	\$ -	-	\$ - 7,291.75	100%	\$ -	\$ - 364.59
99-005	4K. Seawall Utility Penetration 2 (Sta 5+72)		1	LA	\$ - 7,291.75	\$ - 7,291.75	1.00	\$ - 7,291.75	\$ -	-	\$ - 7,291.75	100%	\$ -	\$ - 364.59
99-005	4L. Seawall Utility Penetration 3 (Sta 11+98)		1	LS	\$ - 4,700.80	\$ - 4,700.80	0.80	\$ - 3,760.64	0.20	\$ - 940.16	\$ - 4,700.80	100%	\$ -	\$ - 235.04
99-005	4M. 120 V Electrical Service Outlets		2	EA	\$ - 307.66	\$ - 615.32	-	-	2.00	\$ - 615.32	\$ - 615.32	100%	\$ -	\$ - 30.77
		<i>Sub-Total Item 4 Electrical Utilities: \$266,562.58 (for reference only)</i>												
99-005	5A. Install Water Inlets for Marina		1	LS	\$ - 28,328.90	\$ - 28,328.90	0.95	\$ - 26,912.46	\$ -	-	\$ - 26,912.46	95%	\$ - 1,416.45	\$ - 1,345.62
99-005	5B. Install Water, Gas, and Force Main for Future Development		1	LS	\$ - 20,321.50	\$ - 20,321.50	1.00	\$ - 10,160.75	\$ -	-	\$ - 10,160.75	100%	\$ -	\$ - 508.04
99-005	5C. Fire Protection System (Reline and Stand Pipes)		1	LS	\$ - 36,258.53	\$ - 36,258.53	0.90	\$ - 32,603.87	0.05	\$ - 1,811.33	\$ - 34,415.29	95%	\$ - 1,811.32	\$ - 1,720.76
99-005	5D. Aluminum Water Spigot (South Side)		3	EA	\$ - 570.13	\$ - 1,710.39	-	-	-	\$ -	\$ -	0%	\$ - 1,710.39	\$ -
99-005	5E. Keck Marine Pumpout System		1	LS	\$ - 47,656									

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
Kelly Brothers Contract 1289 (Marina)
Pay Application 19-SM0005CDD

Date reviewed: 1/2/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 19	Percent CDD Fundable	Amount CDD Fundable Pay App 19	Balance Developer Pay App 19	CDD Less 5% Retainage	Developer Less 5% Retainage	CDD Amount Payable	Developer Amount Payable
PHASE I MARINA										
1	Mobilization / Demobilization	\$ 99,769.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Dredging	\$ 529,223.32	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3G	Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+62)	\$ 62,832.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4C	Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+84 to 10+19)	\$ 25,230.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5D	Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	\$ 23,517.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6A	Pre-Cast Panel Fabrication	\$ 681,858.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6B	Pre-Cast Panel Installation	\$ 185,562.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6C	Cap Beam / Tieback System	\$ 437,004.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6D	Demolition / Disposal (STA 0+00 to 2+11, STA 10+81 to 12+20)	\$ 50,050.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7A	Sheet Pile Purchase	\$ 37,942.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7B	Sheet Pile Installation	\$ 14,762.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Concrete Retaining wall (STA RW 0+00 to RW 1+89)	\$ 72,765.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9A	Sheet Pile Purchase	\$ 7,449.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9B	Sheet Pile Installation	\$ 6,474.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10A	Grading / Bedding	\$ 56,531.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10B	Concrete Piles (10')	\$ 5,766.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10C	Concrete Piles (33')	\$ 6,624.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10D	Pre-cast Panel Fabrication	\$ 22,624.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10E	Pre-cast Panel Installation	\$ 6,176.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10F	CIP Concrete	\$ 117,817.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10G	Vinyl Sheet Piles / Grout	\$ 16,486.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10H	Bollard	\$ 4,730.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10I	Armormat	\$ 31,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Environmental Protections Measures	\$ 21,031.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #1	Ready Mix Cost Increase	\$ 9,660.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #2	Rebar Cost Increase	\$ 9,926.28	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3A	Delete Remaining Values Unused	(1,736,876.47)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COA - Dredging	\$ 3,237.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COB - Sidewalk	\$ 39,435.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COB.1 - Gravel Drain	\$ 8,424.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COC - Sheet Piles, Ready Mix, Cast New & Dispose of Old	\$ 16,447.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	1 - Mobilization & Demobilization	\$ 81,514.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	2 - Dredging	\$ 573,963.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	3G - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+50)	\$ 65,700.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	4C - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+72 to 10+07)	\$ 26,970.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	5D - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	\$ 24,723.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	6B - Pre-Cast Panel Installation	\$ 197,652.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	6C - Cap Beam / Tieback System	\$ 550,602.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	6D - Demolition / Disposal (STA 0+00 to 2+11, STA 10+81 to 12+20)	\$ 86,800.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	7B - Sheet Pile Installation	\$ 19,032.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	8 - Concrete Retaining wall (STA RW 0+00 to RW 1+89)	\$ 81,081.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	9B - Sheet Pile Installation	\$ 10,530.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10A - Grading / Bedding	\$ 64,269.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10B - Concrete Piles (10')	\$ 7,701.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10C - Concrete Piles (33')	\$ 7,362.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10E - Pre-cast Panel Installation	\$ 6,128.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10F - CIP Concrete	\$ 131,774.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10G - Vinyl Sheet Piles / Grout	\$ 18,644.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10H - Bollard	\$ 4,952.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10I - Armormat	\$ 36,000.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	11 - Environmental Protections Measures	\$ 22,385.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #4	PH 1 - Rev 3 - Utility Penetrations & Seawall Mods	\$ 15,376.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL PHASE I MARINA (CDD PORTION)		\$ 2,907,313.63	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PHASE II MARINA										
CO #5	1. Mobilization	\$ 39,007.46	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2A. Boardwalk	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2B. North Marginal Dock	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2C. South Marginal Dock	\$ 532,162.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
Kelly Brothers Contract 1289 (Marina)
Pay Application 19-SM0005CDD

Date reviewed: 1/2/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 19	Percent CDD Fundable	Amount CDD Fundable Pay App 19	Balance Developer Pay App 19	CDD Less 5% Retainage	Developer Less 5% Retainage	CDD Amount Payable	Developer Amount Payable
CO #5	2D. Finger Piers, Ferry Access, And Boarding Pier	\$ 152,739.38	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2E. Mooring Piles	\$ 8,990.10	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3A. Ferry Dock and Gangway	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3B. Boarding Dock and Gangway	\$ 159,874.56	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3C. Kayak Dock and Gangway	\$ 99,142.56	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3D. Guide Piles	\$ 47,192.36	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4A. Install Conduit For Marina	\$ 216,704.45	\$ 6,501.13	100%	\$ 6,501.13	\$ -	\$ 325.06	\$ -	\$ 6,176.07	\$ -
CO #5	4B. Install Conduit For Future Development	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4C. Power Distribution Panels	\$ 77,578.20	\$ (61.39)	100%	\$ (61.39)	\$ -	\$ (3.07)	\$ -	\$ (58.32)	\$ -
CO #5	4D. Lighthouse Power Pedestals	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4E. Shore Power (South Side)	\$ 9,937.50	\$ 993.75	100%	\$ 993.75	\$ -	\$ 49.69	\$ -	\$ 944.06	\$ -
CO #5	4F. Firehouse Cabinet and Fire Extinguisher	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4G. Mariner Bollards Lighting	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4H. Luminia Pole Lighting	\$ 35,062.71	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4I. 12V Lighting Excludes 5 Each on Floating Dock	\$ 16,907.13	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4J. Seawall Utility Penetration 1 (Sta 4+28)	\$ 7,291.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4K. Seawall Utility Penetration 2 (Sta 5+72)	\$ 7,291.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4L. Seawall Utility Penetration 3 (Sta 11+98)	\$ 4,700.80	\$ 940.16	100%	\$ 940.16	\$ -	\$ 47.01	\$ -	\$ 893.15	\$ -
CO #5	4M. 120 V Electrical Service Outlets	\$ 615.32	\$ 615.32	100%	\$ 615.32	\$ -	\$ 30.77	\$ -	\$ 584.55	\$ -
CO #5	5A. Install Water lines for Marina	\$ 28,328.90	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	5B. Install Water, Gas, and Force Main for Future Development	\$ 10,160.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	5C. Fire Protection System (fireline and Stand Pipes)	\$ 36,226.53	\$ 1,811.33	100%	\$ 1,811.33	\$ -	\$ 90.57	\$ -	\$ 1,720.76	\$ -
CO #5	5D. Aluminum Water Spigot (South Side)	\$ 1,710.39	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	5E. Keco Marine Pumpout System	\$ 47,656.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6A. Fire Extinguisher With Plastic Cabinet	\$ 2,047.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6B. Ladders	\$ 1,948.26	\$ 1,948.26	100%	\$ 1,948.26	\$ -	\$ 97.41	\$ -	\$ 1,850.85	\$ -
CO #5	6C. Rectangle Dock Boxes	\$ 2,671.48	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6D. Triangle Dock Boxes	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6E. Trash Cans Concrete Pads and Signage	\$ 8,836.86	\$ 4,418.43	100%	\$ 4,418.43	\$ -	\$ 220.92	\$ -	\$ 4,197.51	\$ -
CO #5	6F. Boater Inforamtion and Marina Signage	\$ 4,602.72	\$ 2,301.36	100%	\$ 2,301.36	\$ -	\$ 115.07	\$ -	\$ 2,186.29	\$ -
CO #5	6G. MonoFilament Recycling Tubes	\$ 2,882.49	\$ 960.83	100%	\$ 960.83	\$ -	\$ 48.04	\$ -	\$ 912.79	\$ -
CO #5	6H. Oumpout and Clean Vessel Signage	\$ 3,320.88	\$ 830.22	100%	\$ 830.22	\$ -	\$ 41.51	\$ -	\$ 788.71	\$ -
CO #5	7A. 10K LB Lift With Remote	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	7B. 14K LB Lift With Remote	\$ 38,576.46	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	7C. 16K LB Lift With Remote	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	7D. 20K LB Lift With Remote	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	8. Test All Electrical Systems With Power From Grid	\$ 6,256.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	9. Enviromental Protection Measures	\$ 12,349.27	\$ 246.99	100%	\$ 246.99	\$ -	\$ 12.35	\$ -	\$ 234.64	\$ -
CO #6	Mob / Demo / Dredging & Backfill	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #8	Credits	\$ (11,264.70)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL PHASE II MARINA (CDD PORTION)		\$ 1,611,509.32	\$ 21,506.39		\$ 21,506.39	\$ -	\$ 1,075.32	\$ -	\$ 20,431.05	\$ -
CONTRACT TOTAL (CDD PORTION)		\$ 4,518,822.95	\$ 21,506.39		\$ 21,506.39	\$ -	\$ 1,075.32	\$ -	\$ 20,431.05	\$ -

Total Amount Due (this invoice)	\$ 20,431.05
Amount CDD Payable (this invoice)	\$ 20,431.05
Balance Owed by Developer (this invoice)	\$ -

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702 FORMAT

TO OWNER:

~~EB Estero Bay Investments, LLC~~ Saltleaf Marina
2210 Vanderbilt Beach Rd., Suite 1300
Naples, FL 34109

PROJECT: SM0005CDD

Saltleaf Marina

APPLICATION NO: 1289-20-SM0005CDD

PERIOD TO: 10/25/2024

CONTRACT NO: N/A

PO #: N/A

APPLICATION DATE: 10/25/2024 ✓

CONTRACT DATE: 7/14/2022

FROM CONTRACTOR:

KELLY BROTHERS, INC.
15775 PINE RIDGE ROAD
FORT MYERS, FL 33908

VIA: Coastal Engineering Consultants
Attn: Mark Kincaid

Saltleaf Marina -
100% Reimbursed
CDD Pay Application 100% Reimbursed

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1a ORIGINAL CONTRACT SUM	\$ 4,530,087.64
2 Net change by Change Orders & Adjs	\$ (11,264.70)
3 CONTRACT SUM TO DATE (Line 1a +/- 2)	\$ 4,518,822.94
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 4,486,832.91
5 RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 78,676.32
b. 5 % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 78,676.32
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 4,408,156.59
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 4,328,181.45
8 CURRENT PAYMENT DUE	\$ 79,975.14
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 110,666.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$ (11,264.70)
Total approved this Month	\$ -	
TOTALS	\$ -	\$ (11,264.70)
NET CHANGES by Change Order		(\$11,264.70)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

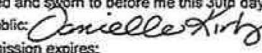
CONTRACTOR: KELLY BROTHERS, INC. ✓

BY:  DATE: 10/30/2024

Daniel Doane, Controller

State of: FLORIDA County of: LEE

Subscribed and sworn to before me this 30th day of October, 2024.

Notary Public:  DANIELLE KIRBY

My Commission expires: 12/26/2027 Notary Public

State of Florida

Comm# HH475968

Expires 12/26/2027

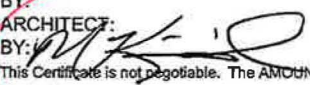
CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 79,975.14
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

BY: _____ DATE: _____

ARCHITECT:

BY:  DATE: 11/2/2024 ✓

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Subclause Form FMS-013, Page 2 of 2
Contractor's signed certification is attached
via: CEC

APPLICATION NO: 1289-20-SM0005CDD
APPLICATION DATE: 10/25/24
PERIOD TO: 10/25/24

CDD Pay Application

PROJECT SM0005C Saltleaf Marins

ITEM NO.	LB Cost Code	DESCRIPTION OF WORK	QTY	UNIT	SCHEDULED VALUE T/F FROM SM0005	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		BALANCE TO FINISH (G-G)	RETAINAGE 5%
						FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		(D+E+F)	(G-C)		
1		Mobilization / Demobilization	1	JOB	\$ 99,769.00	\$ 99,769.00	0.25	\$ 24,942.25	\$ -	\$ 24,942.25	25%	\$ 74,826.75
2		Dredging	14717	CY	\$ 35.96	\$ 529,223.32	\$ -	\$ -	\$ -	\$ -	0%	\$ 529,223.32
3G		Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+62)	462	LF	\$ 136.00	\$ 62,832.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 62,832.00
4C		Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+64 to 10+19)	435	LF	\$ 58.00	\$ 25,230.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 25,230.00
5D		Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	201	LF	\$ 117.00	\$ 23,517.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 23,517.00
6		Concrete Seawall (STA 0+00 to 4+62, STA 5+64 to 10+19, STA 10+19 to 12+20)	1098	LF	\$ 621.00	\$ 681,858.00	1,098.00	\$ 681,858.00	\$ -	\$ 681,858.00	100%	\$ -
6A		Pre-Cast Panel Fabrication	1098	LF	\$ 169.00	\$ 185,562.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 185,562.00
6B		Pre-Cast Panel Installation	1098	LF	\$ 398.00	\$ 437,004.00	\$ 22,013.68	\$ -	\$ 22,013.68	\$ -	0%	\$ 414,990.31
6C		Cap Beam / Tieback System	350	LF	\$ 143.00	\$ 50,050.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,050.00
7		Submerged Vinyl Retaining Wall (STA 4+62 to 5+64)	122	LF	\$ 311.00	\$ 37,942.00	\$ 26,690.70	\$ -	\$ 26,690.70	\$ -	70%	\$ 11,251.30
7A		Sheet Pile Purchase	122	LF	\$ 121.00	\$ 14,762.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,762.00
7B		Sheet Pile Installation	189	LF	\$ 385.00	\$ 72,765.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 72,765.00
8		Concrete Retaining wall (STA RW 0+00 to RW 1+69)	39	LF	\$ 191.00	\$ 7,449.00	\$ 8,896.91	\$ -	\$ 8,896.91	\$ -	119%	\$ (1,447.91)
9A		Sheet Pile Purchase	39	LF	\$ 166.00	\$ 6,474.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,474.00
9B		Sheet Pile Installation	10									
10		Boat Ramp	1	JOB	\$ 56,531.00	\$ 56,531.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 56,531.00
10A		Grading / Bedding	3	EA	\$ 1,922.00	\$ 5,766.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,766.00
10B		Concrete Piers (10')	2	EA	\$ 3,312.00	\$ 6,624.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,624.00
10C		Concrete Piers (35')	8	EA	\$ 772.00	\$ 6,176.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,176.00
10D		Pre-cast Panel Fabrication	1	JOB	\$ 117,817.00	\$ 117,817.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 117,817.00
10E		Pre-cast Panel Installation	1	JOB	\$ 16,486.00	\$ 16,486.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 16,486.00
10F		ICP Concrete	2	EA	\$ 4,730.00	\$ 9,460.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,460.00
10G		Vinyl Sheet Piles / Grout	480	SF	\$ 66.00	\$ 31,680.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 31,680.00
10H		Bollard	1	JOB	\$ 21,031.00	\$ 21,031.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,031.00
10I		Armored										
11		Environmental Protection Measures										
		Total Base Contract - \$ 2,523,902.32 (for reference only)										
CO#1		Ready Mix Cost Increase	1	LS	\$ 9,660.50	\$ 9,660.50	1.00	\$ 9,660.50	\$ -	\$ 9,660.50	100%	\$ -
CO#2		Rebar Cost Increase	1	LS	\$ 9,926.28	\$ 9,926.28	1.00	\$ 9,926.28	\$ -	\$ 9,926.28	100%	\$ -
CO #3A		Delete Remaining Values Unused	1	LS	\$ (1,736,876.47)	\$ (1,736,876.47)					27.49%	\$ (1,736,876.47)

Submits Form FMB 013, Page 2 of 2
Computerized signed certification is attached

APPLICATION NO: 1289-20-SM0005CDD
APPLICATION DATE: 10/25/24
PERIOD TO: 10/25/24

PROJECT SM0005C: Sailleaf Marina

A	B	C	D	E	F	G	H	I				
ITEM NO.	LB	DESCRIPTION OF WORK	QTY	UNIT	SCHEDULED VALUE TF FROM \$M000	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
						FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
CO #3E	PH I Revisions & Cost Increases											
99-903	CDA - Dredging	83	CY	\$ 39.00	\$ 3,237.00	83.00	\$ 3,237.00	\$ -	\$ 3,237.00	100%	\$ -	\$ -
99-903	COB - Sidewalk	165	LF	\$ 239.00	\$ 39,435.00	165.00	\$ 39,435.00	\$ -	\$ 39,435.00	100%	\$ -	\$ -
99-903	COB.1 - Gravel Drain	117	LF	\$ 72.00	\$ 8,424.00	117.00	\$ 8,424.00	\$ -	\$ 8,424.00	100%	\$ -	\$ -
99-903	COC - Sheet Piles, Ready Mix, Cast New & Dispose of Old	1	LS	\$ 16,447.00	\$ 16,447.00	1.00	\$ 16,447.00	\$ -	\$ 16,447.00	100%	\$ -	\$ -
91-101	1 - Mobilization & Demobilization	1	LS	\$ 81,514.00	\$ 81,514.00	1.00	\$ 81,514.00	\$ -	\$ 81,514.00	100%	\$ -	\$ -
91-106	2 - Dredging	14717	CY	\$ 39.00	\$ 573,963.00	14717.00	\$ 573,963.00	\$ -	\$ 573,963.00	100%	\$ -	\$ -
91-104	3G - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+50)	450	LF	\$ 146.00	\$ 65,700.00	450.00	\$ 65,700.00	\$ -	\$ 65,700.00	100%	\$ -	\$ -
91-104	4C - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+72 to 10+07)	435	LF	\$ 62.00	\$ 26,970.00	435.00	\$ 26,970.00	\$ -	\$ 26,970.00	100%	\$ -	\$ -
91-104	5D - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	201	LF	\$ 123.00	\$ 24,723.00	201.00	\$ 24,723.00	\$ -	\$ 24,723.00	100%	\$ -	\$ -
91-102	Concrete Seawall (STA 0+00 to 4+62, STA 5+84 to 10+19, STA 10+19 to 12+20)											
91-104	6B - Pre-Cast Panel Installation	1986	LF	\$ 162.00	\$ 197,652.00	1,086.00	\$ 197,652.00	\$ -	\$ 197,652.00	100%	\$ -	\$ -
91-104	6C - Cap Beam / Tieback System	1986	LF	\$ 607.00	\$ 560,602.00	1,086.00	\$ 560,602.00	\$ -	\$ 560,602.00	100%	\$ -	\$ -
91-104	6D - Demolition / Disposal (STA 0+00 to 2+11, STA 10+81 to 12+20)	350	LF	\$ 248.00	\$ 86,800.00	350.00	\$ 86,800.00	\$ -	\$ 86,800.00	100%	\$ -	\$ -
91-105	7 - Sunken/merged Vinyl Retaining Wall (STA 4+62 to 5+84)											
91-105	7A - Sheet Pile Installation	122	LF	\$ 156.00	\$ 19,032.00	122.00	\$ 19,032.00	\$ -	\$ 19,032.00	100%	\$ -	\$ -
91-104	8 - Concrete Retaining wall (STA RW 0+00 to RW 1+89)	169	LF	\$ 425.00	\$ 81,081.00	169.00	\$ 81,081.00	\$ -	\$ 81,081.00	100%	\$ -	\$ -
91-105	9 - Vinyl Retaining Wall (STA 17+25 to 17+64)											
91-105	9B - Sheet Pile Installation	39	LF	\$ 270.00	\$ 10,530.00	39.00	\$ 10,530.00	\$ -	\$ 10,530.00	100%	\$ -	\$ -
	10 - Boat Ramp											
91-167	10A - Grading / Bedding	1	LS	\$ 64,269.00	\$ 64,269.00	1.00	\$ 64,269.00	\$ -	\$ 64,269.00	100%	\$ -	\$ -
91-167	10B - Concrete Piles (10')	3	EA	\$ 2,867.00	\$ 7,701.00	3.00	\$ 7,701.00	\$ -	\$ 7,701.00	100%	\$ -	\$ -
91-167	10C - Concrete Piles (35')	2	EA	\$ 3,691.00	\$ 7,382.00	2.00	\$ 7,382.00	\$ -	\$ 7,382.00	100%	\$ -	\$ -
91-167	10E - Pre-cast Panel Installation	6	EA	\$ 769.00	\$ 6,126.00	6.00	\$ 6,126.00	\$ -	\$ 6,126.00	100%	\$ -	\$ -
91-167	10F - CIP Concrete	1	LS	\$ 131,774.00	\$ 131,774.00	1.00	\$ 131,774.00	\$ -	\$ 131,774.00	100%	\$ -	\$ -
91-167	10G - Vinyl Sheet Piles / Grout	1	LS	\$ 18,644.00	\$ 18,644.00	1.00	\$ 18,644.00	\$ -	\$ 18,644.00	100%	\$ -	\$ -
91-167	10H - Belland	2	EA	\$ 2,476.00	\$ 4,952.00	2.00	\$ 4,952.00	\$ -	\$ 4,952.00	100%	\$ -	\$ -
91-167	10I - Armonnet	480	SF	\$ 75.00	\$ 36,000.00	480.00	\$ 36,000.00	\$ -	\$ 36,000.00	100%	\$ -	\$ -
91-167	11 - Environmental Protection Measures	1	LS	\$ 22,385.00	\$ 22,385.00	1.00	\$ 22,385.00	\$ -	\$ 22,385.00	100%	\$ -	\$ -
CO #4	PH I - Rev 3 - Utility Penetrations & Seawall Mats Total Price 1 Contract - 5,250,7313.63 (for reference only)	1	LS	\$ 15,376.00	\$ 15,376.00	1.00	\$ 15,376.00	\$ -	\$ 15,376.00	100%	\$ -	\$ -

Substitute Form FMB-013, Page 2 of 2
Contractor's signed certification is attached
via: CEC

CDD Pay Application

ITEM NO.	LB	DESCRIPTION OF WORK	QTY	UNIT	SCHEDULED VALUE YR FROM SMOODS	WORK COMPLETED		MATERIALS PRESENTLY ALLOCED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE		
						FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD							
CO #5		PHASE 1 MARINA						(NOT IN D OR E)	(D+E+F)	(G+C)	(G-C)	%		
99-905	1.	Mobilization	1	LS	\$ 39,007.46	\$ 39,007.46	1.00	\$ 39,007.46	\$ -	\$ 39,007.46	100%	\$ -	\$ 1,959.37	
		<i>Sub-Total Item 1 Mobilization: \$78,614.91 (for reference only)</i>												
99-905	2C.	South Marginal Dock	3085	SF	\$ 172.50	\$ 532,162.50	3,023.00	\$ 521,467.50	62.00	\$ 10,695.00	\$ 532,162.50	100%	\$ -	\$ 2,606.13
99-905	2D.	Finger Piers, Ferry Access, And Boarding Pier	1	SF	\$ 152,739.36	\$ 152,739.36	0.98	\$ 149,684.52	0.02	\$ 3,054.79	\$ 152,739.36	100%	(0.00)	\$ 7,634.97
99-905	2E.	Moorings Piles	6	EA	\$ 1,498.35	\$ 8,990.10	6.00	\$ 8,990.10		\$ -	\$ 8,990.10	100%	-	\$ 149.84
		<i>Sub-Total Item 2-Timber Structures: \$2,194,573.82 (for reference only)</i>												
99-905	3B.	Boarding Dock and Gangway	1286	SF	\$ 123.36	\$ 159,874.56	1,296.00	\$ 159,874.56		\$ -	\$ 159,874.56	100%	-	\$ 7,993.73
99-905	3C.	Kayak Dock and Gangway	569	SF	\$ 174.24	\$ 99,142.56	569.00	\$ 99,142.56		\$ -	\$ 99,142.56	100%	-	\$ 4,957.13
99-905	3D.	Guide Piles	4	EA	\$ 11,798.00	\$ 47,192.36	4.00	\$ 47,192.36		\$ -	\$ 47,192.36	100%	-	\$ 2,359.62
		<i>Sub-Total Item 3 Floating Docks: \$495,851.62 (for reference only)</i>												
99-905	4A.	Install Conduit For Marina	1	LS	\$ 216,724.45	\$ 216,724.45	0.98	\$ 212,370.36		\$ -	\$ 212,370.36	98%	4,334.09	\$ 10,618.52
99-905	4C.	Power Distribution Panels	2	EA	\$ 38,789.10	\$ 77,578.20	2.00	\$ 77,578.20		\$ -	\$ 77,578.20	100%	-	\$ 3,878.91
99-905	4E.	Shore Power (South Side)	2	EA	\$ 4,968.75	\$ 9,937.50	1.20	\$ 8,962.60		\$ -	\$ 8,962.60	100%	-	\$ 3,075.00
99-905	4H.	Lumina Pole Lighting	3	EA	\$ 11,687.57	\$ 35,062.71	0.94	\$ 10,955.62	1.00	\$ 11,687.57	\$ 22,653.17	65%	12,400.64	\$ 1,132.66
99-905	4L.	12V Lighting Excludes 5 Each on Floating Dock	27	EA	\$ 626.19	\$ 16,907.13	27.00	\$ 16,907.13		\$ -	\$ 16,907.13	100%	-	\$ 845.36
99-905	4J.	Seawall Utility Penetration 1 (Sta 4+28)	1	LS	\$ 7,291.75	\$ 7,291.75	1.00	\$ 7,291.75		\$ -	\$ 7,291.75	100%	-	\$ 364.59
99-905	4K.	Seawall Utility Penetration 2 (Sta 5+72)	1	LA	\$ 7,291.75	\$ 7,291.75	1.00	\$ 7,291.75		\$ -	\$ 7,291.75	100%	-	\$ 364.59
99-905	4L.	Seawall Utility Penetration 3 (Sta 11+98)	1	LS	\$ 4,700.80	\$ 4,700.80	1.00	\$ 4,700.80		\$ -	\$ 4,700.80	100%	-	\$ 235.04
99-905	4M.	120 V Electrical Service Outlets	2	EA	\$ 307.66	\$ 615.32	2.00	\$ 615.32		\$ -	\$ 615.32	100%	-	\$ 30.77
		<i>Sub-Total Item 4 Electrical Utilities: \$990,493.56 (for reference only)</i>												
99-905	5A.	Install Water Lines for Marina	1	LS	\$ 28,328.90	\$ 28,328.90	0.98	\$ 26,912.46	0.05	\$ 1,416.45	\$ 28,328.91	100%	(0.01)	\$ 1,416.45
99-905	5B.	Install Water, Gas, and Force Main for Future Development	1	LS	\$ 20,321.60	\$ 10,160.75	1.00	\$ 10,160.75		\$ -	\$ 10,160.75	100%	-	\$ 508.04
99-905	5C.	Fire Protection System (fireline and Stand Piles)	1	LS	\$ 36,226.53	\$ 36,226.53	0.95	\$ 34,415.20	0.04	\$ 1,449.06	\$ 35,864.26	99%	\$ 62.27	\$ 1,793.21
99-905	5D.	Aluminum Water Sigmoid (South Side)	3											

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
Kelly Brothers Contract 1289 (Marina)
Pay Application 20-SM0005CDD

Date reviewed: 1/2/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 20	Percent CDD Fundable	Amount CDD Fundable Pay App 20	Balance Developer Pay App 20	CDD Less 5% Retainage	Developer Less 5% Retainage	CDD Amount Payable	Developer Amount Payable
PHASE I MARINA										
1	Mobilization / Demobilization	\$ 99,769.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Dredging	\$ 529,223.32	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3G	Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+62)	\$ 62,832.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4C	Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+84 to 10+19)	\$ 25,230.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5D	Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	\$ 23,517.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6A	Pre-Cast Panel Fabrication	\$ 681,858.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6B	Pre-Cast Panel Installation	\$ 185,562.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6C	Cap Beam / Tieback System	\$ 437,004.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6D	Demolition / Disposal (STA 0+00 to 2+11, STA 10+81 to 12+20)	\$ 50,050.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7A	Sheet Pile Purchase	\$ 37,942.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7B	Sheet Pile Installation	\$ 14,762.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Concrete Retaining wall (STA RW 0+00 to RW 1+89)	\$ 72,765.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9A	Sheet Pile Purchase	\$ 7,449.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9B	Sheet Pile Installation	\$ 6,474.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10A	Grading / Bedding	\$ 56,531.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10B	Concrete Piles (10')	\$ 5,766.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10C	Concrete Piles (33')	\$ 6,624.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10D	Pre-cast Panel Fabrication	\$ 22,624.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10E	Pre-cast Panel Installation	\$ 6,176.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10F	CIP Concrete	\$ 117,817.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10G	Vinyl Sheet Piles / Grout	\$ 16,486.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10H	Bollard	\$ 4,730.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10I	Armormat	\$ 31,680.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Environmental Protections Measures	\$ 21,031.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #1	Ready Mix Cost Increase	\$ 9,660.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #2	Rebar Cost Increase	\$ 9,926.28	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3A	Delete Remaining Values Unused	\$ (1,736,876.47)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COA - Dredging	\$ 3,237.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COB - Sidewalk	\$ 39,435.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COB.1 - Gravel Drain	\$ 8,424.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	COC - Sheet Piles, Ready Mix, Cast New & Dispose of Old	\$ 16,447.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	1 - Mobilization & Demobilization	\$ 81,514.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	2 - Dredging	\$ 573,963.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	3G - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 0+00 to 4+50)	\$ 65,700.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	4C - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 5+72 to 10+07)	\$ 26,970.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	5D - Concrete Seawall: Clear/Grub & Place Fill/Compact (STA 10+19 to 12+20)	\$ 24,723.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	6B - Pre-Cast Panel Installation	\$ 197,652.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	6C - Cap Beam / Tieback System	\$ 550,602.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	6D - Demolition / Disposal (STA 0+00 to 2+11, STA 10+81 to 12+20)	\$ 86,800.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	7B - Sheet Pile Installation	\$ 19,032.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	8 - Concrete Retaining wall (STA RW 0+00 to RW 1+89)	\$ 81,081.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	9B - Sheet Pile Installation	\$ 10,539.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10A - Grading / Bedding	\$ 64,269.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10B - Concrete Piles (10')	\$ 7,701.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10C - Concrete Piles (33')	\$ 7,362.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10E - Pre-cast Panel Installation	\$ 6,128.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10F - CIP Concrete	\$ 131,774.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10G - Vinyl Sheet Piles / Grout	\$ 18,644.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10H - Bollard	\$ 4,952.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	10I - Armormat	\$ 36,000.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #3B	11 - Environmental Protections Measures	\$ 22,385.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #4	PH I - Rev 3 - Utility Penetrations & Seawall Mods	\$ 15,376.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL PHASE I MARINA (CDD PORTION)	\$ 2,907,313.63	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PHASE II MARINA										
CO #5	1. Mobilization	\$ 39,007.46	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2A. Boardwalk	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2B. North Marginal Dock	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	2C. South Marginal Dock	\$ 532,162.50	\$ 10,695.00	100%	\$ 10,695.00	\$ -	\$ 534.75	\$ -	\$ 10,160.25	\$ -

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
Kelly Brothers Contract 1289 (Marina)
Pay Application 20-SM0005CDD

Date reviewed: 1/2/2025

Item	Description	Current Contract Amount	Amount Complete Pay App 20	Percent CDD Fundable	Amount CDD Fundable Pay App 20	Balance Developer Pay App 20	CDD Less 5% Retainage	Developer Less 5% Retainage	CDD Amount Payable	Developer Amount Payable
CO #5	2D. Finger Piers, Ferry Access, And Boarding Pier	\$ 152,739.38	\$ 3,054.79	100%	\$ 3,054.79	\$ -	\$ 152.74	\$ -	\$ 2,902.05	\$ -
CO #5	2E. Mooring Piles	\$ 8,990.10	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3A. Ferry Dock and Gangway	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3B. Boarding Dock and Gangway	\$ 159,874.56	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3C. Kayak Dock and Gangway	\$ 99,142.56	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	3D. Guide Piles	\$ 47,192.36	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4A. Install Conduit For Marina	\$ 216,704.45	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4B. Install Conduit For Future Development	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4C. Power Distribution Panels	\$ 77,578.20	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4D. Lighthouse Power Pedestals	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4E. Shore Power (South Side)	\$ 9,937.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4F. Firehouse Cabinet and Fire Extinguisher	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4G. Mariner Bollards Lighting	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4H. Luminia Pole Lighting	\$ 35,062.71	\$ 11,687.57	100%	\$ 11,687.57	\$ -	\$ 584.38	\$ -	\$ 11,103.19	\$ -
CO #5	4I. 12V Lighting Excludes 5 Each on Floating Dock	\$ 16,907.13	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4J. Seawall Utility Penetration 1 (Sta 4+28)	\$ 7,291.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4K. Seawall Utility Penetration 2 (Sta 5+72)	\$ 7,291.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4L. Seawall Utility Penetration 3 (Sta 11+98)	\$ 4,700.80	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	4M. 120 V Electrical Service Outlets	\$ 615.32	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	5A. Install Water lines for Marina	\$ 28,328.90	\$ 1,416.45	100%	\$ 1,416.45	\$ -	\$ 70.82	\$ -	\$ 1,345.63	\$ -
CO #5	5B. Install Water, Gas, and Force Main for Future Development	\$ 10,160.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	5C. Fire Protection System (fireline and Stand Pipes)	\$ 36,226.53	\$ 1,449.06	100%	\$ 1,449.06	\$ -	\$ 72.45	\$ -	\$ 1,376.61	\$ -
CO #5	5D. Aluminum Water Spigot (South Side)	\$ 1,710.39	\$ 1,710.39	100%	\$ 1,710.39	\$ -	\$ 85.52	\$ -	\$ 1,624.87	\$ -
CO #5	5E. Keco Marine Pumpout System	\$ 47,656.75	\$ 45,273.91	100%	\$ 45,273.91	\$ -	\$ 2,263.70	\$ -	\$ 43,010.21	\$ -
CO #5	6A. Fire Extinguisher With Plastic Cabinet	\$ 2,047.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6B. Ladders	\$ 1,948.26	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6C. Rectangle Dock Boxes	\$ 2,671.48	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6D. Triangle Dock Boxes	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	6E. Trash Cans Concrete Pads and Signage	\$ 8,836.86	\$ 2,209.22	100%	\$ 2,209.22	\$ -	\$ 110.46	\$ -	\$ 2,098.76	\$ -
CO #5	6F. Boater Information and Marina Signage	\$ 4,602.72	\$ 2,071.22	100%	\$ 2,071.22	\$ -	\$ 103.56	\$ -	\$ 1,967.66	\$ -
CO #5	6G. MonoFilament Recycling Tubes	\$ 2,882.49	\$ 1,921.66	100%	\$ 1,921.66	\$ -	\$ 96.08	\$ -	\$ 1,825.58	\$ -
CO #5	6H. Oumpout and Clean Vessel Signage	\$ 3,320.88	\$ 2,324.62	100%	\$ 2,324.62	\$ -	\$ 116.23	\$ -	\$ 2,208.39	\$ -
CO #5	7A. 10K LB Lift With Remote	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	7B. 14K LB Lift With Remote	\$ 38,576.46	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	7C. 16K LB Lift With Remote	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	7D. 20K LB Lift With Remote	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	8. Test All Electrical Systems With Power From Grid	\$ 6,256.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #5	9. Environmental Protection Measures	\$ 12,349.27	\$ 370.48	100%	\$ 370.48	\$ -	\$ 18.52	\$ -	\$ 351.96	\$ -
CO #6	Mob / Demo / Dredging & Backfill	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO #8	Credits	\$ (11,264.70)	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL PHASE II MARINA (CDD PORTION)		\$ 1,611,509.32	\$ 84,184.37		\$ 84,184.37	\$ -	\$ 4,209.22	\$ -	\$ 79,975.14	\$ -
CONTRACT TOTAL (CDD PORTION)		\$ 4,518,822.95	\$ 84,184.37		\$ 84,184.37	\$ -	\$ 4,209.22	\$ -	\$ 79,975.14	\$ -

Total Amount Due (this invoice)	\$ 79,975.14
Amount CDD Payable (this invoice)	\$ 79,975.14
Balance Owed by Developer (this invoice)	\$ -

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS CIV**

ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT
[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") –
RITZ RESIDENCES ESTERO BAY – MARINA PARKING AREA]
[PAY APPLICATIONS #2 -4]

Payment Application ("Pay Application"):	Total Pay Application Amount:	CDD Eligible Amount:
#2	\$80,588.14	\$80,588.14
#3	\$22,125.10	\$22,125.10
#4	\$30,572.77	\$30,572.77
TOTAL:	\$133,286.01	\$133,286.01
Developer: Saltleaf Marina Investments, LLC ("Developer")		Contractor: South Florida Excavation, Inc. ("Contractor")
Site CDD Work Contract: <i>Contractor Agreement</i> , dated _____ ("Contract")		Engineer's Report: <i>Engineer's Report</i> , dated September 8, 2023, Amended and Restated March 19, 2024, as revised March 28, 2024 (together, "Engineer's Report")

DEVELOPER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated April 11, 2024.

SALTLEAF MARINA INVESTMENTS, LLC


 Name: Stephen W. Ligon
 Title: Authorized Rep
 Date: 1/23/25

DISTRICT ENGINEER CERTIFICATION - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the

CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

BARRACO AND ASSOCIATES INC.


Name: CARL A. BARRACO
Title: DISTRICT ENGINEER
Date: 2-3-25

Exhibit A: Payment Application, with District Items Identified & Contractor Partial Release

SCHEDULE OF VALUES

Marina Parking Lot -
100% Reimbursed

SUBCONTRACTOR/VENDOR APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LB Sallleaf Marina Investments, LLC.
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

APPLICATION No: 2 PERIOD TO: September 30, 2024

SFE Job No. 24004 JOB NAME: Ritz Residences Estero Bay
SFE Job Name: Marina Parking Area

FROM: South Florida Excavation, Inc.
1455 Railroad Blvd., Suite #3
Naples, FL 34110

COST CODE: DATE: September 26, 2024

SM0006 & SM0005 CDD
Cost Code: 51-102

CONTRACT FOR: Earthwork

Application is made for Payment, as shown below in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in
previous months by Owner

DEDUCTIONS

Approved this Month

Number

CO1 Import Fill, Spread & Compact

TOTAL

\$ 51,475.50

Net change by Change Orders

\$ 51,475.50

\$ 51,475.50

1. ORIGINAL CONTRACT SUM..... \$ 290,662.00
2. Net change by Change Orders..... \$ 51,475.50
3. CONTRACT SUM TO DATE (1+2)..... \$ 342,137.50
4. TOTAL COMPLETED TO DATE..... \$ 102,034.38
5. TOTAL STORED TO DATE..... \$ -
5A. TOTAL COMPLETED + STORED TO DATE..... \$ 102,034.38

6. RETAINAGE:

Stored Material a

\$

Work Completed b

\$ 10,203.44

Total Retainage (Line 6a + 6b)

\$ 10,203.44

7. TOTAL EARNED LESS RETAINAGE.....

\$ 91,630.94

(Line 4 + Line 5 - Line 6 Total)

8. LESS PREVIOUS CERTIFICATES FOR

\$ 11,242.80

PAYMENT (Line 7 from prior Certificate).....

9. CURRENT PAYMENT DUE.....

\$ 80,588.14

10. BALANCE TO FINISH, PLUS RETAINAGE.....

\$ 250,326.56

(Line 3 less Line 7)

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

SUBCONTRACTOR:

By:

K. Anderson

Date

10/2/24

State: Florida
Subscribed and sworn to before me this 2nd day of Oct, 2024 Collier County

Notary Public

(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER

APPROVED FOR PAYMENT:

SUPERINTENDENT:

By:

Rick VanDyke



OK -
verified by PM

Ritz Residences Estero Bay Marina Parking Area

Application #:	2
Application date:	25-Sep-24
Invoice period:	30-Sep-24

[illegible]

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24004 (Marina Parking Area)
Pay Application 2

date reviewed 12/30/2024

Item	Description	Current Contract Amount	Amount Complete Pay App 2	Percent CDD Fundable	Amount CDD Fundable Pay App 2	Balance Developer Pay App 2	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
MARINA PARKING AREA										
1	Stabilized Subgrade	\$ 12,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	8" Limerock	\$ 76,133.75	\$ 38,066.88	100%	\$ 38,066.88	\$ -	\$ 3,806.69	\$ -	\$ 34,260.19	\$ -
3	Prime	\$ 3,955.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Asphalt SP 9.5 - 1.25" First Lift	\$ 41,338.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Tack	\$ 3,758.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Asphalt SP 9.5 - 0.75" Second Lift	\$ 33,822.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	A Curb	\$ 2,703.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	F Curb	\$ 40,664.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	D Curb	\$ 27,550.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	3' Valley Curb	\$ 6,862.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Pavement Markings & Signage	\$ 11,900.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Car Stops	\$ 1,428.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	ADA Ramps	\$ 4,550.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Concrete Sidewalk	\$ 8,808.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Thickened Edge	\$ 1,050.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	6" Limerock under Marina Paver BW	\$ 13,667.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO1	Import Fill, Spread & Compact	\$ 51,475.50	\$ 51,475.50	100%	\$ 51,475.50	\$ -	\$ 5,147.55	\$ -	\$ 46,327.95	\$ -
SUBTOTAL MARINA PARKING AREA		\$ 342,157.50	\$ 89,542.38		\$ 89,542.38	\$ -	\$ 8,954.24	\$ -	\$ 80,588.14	\$ -
CONTRACT TOTAL										
		\$ 342,157.50	\$ 89,542.38		\$ 89,542.38	\$ -	\$ 8,954.24	\$ -	\$ 80,588.14	\$ -

Total Amount Due (this invoice)	\$ 80,588.14
Amount CDD Payable (this invoice)	\$ 80,588.14
Balance Owed by Developer (this invoice)	

SCHEDULE OF VALUES

Marina Parking Lot -
100% Reimbursed

SUBCONTRACTOR/VENDOR APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LB Salileaf Marina Investments, LLC
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

APPLICATION No: 3-Revised PERIOD TO: October 31, 2024

SFE Job No. 24004 JOB NAME: Ritz Residences Estero Bay
SFE Job Name: Marina Parking Area

SM0005 CDD
Cost Code: 61-102

FROM: South Florida Excavation, Inc.
1455 Railroad Blvd., Suite #3
Naples, FL 34110

COST CODE: DATE: October 30, 2024

CONTRACT FOR: Earthwork

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in
previous months by Owner

Approved this Month

CO1 Import Fill, Spread & Compact
CO2 Install Turbidity Curtain

TOTAL

\$ 51,475.50
\$ 5,550.00

DEDUCTIONS

Net change by Change Orders

\$ 57,025.50
\$ 57,025.50

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: K Anderson Date 10/30/24

State: Florida
Subscribed and sworn to before me this 30th day of Oct., 2024 Collier County

Notary Public

(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER

APPROVED FOR PAYMENT:
SUPERINTENDENT:

BY:

Rick VanDyne



OK - verified by
PM

1. ORIGINAL CONTRACT SUM.....	\$ 290,682.00
2. Net change by Change Orders.....	\$ 57,025.50
3. CONTRACT SUM TO DATE (1+2).....	\$ 347,707.50
4. TOTAL COMPLETED TO DATE.....	\$ 126,617.82
5. TOTAL STORED TO DATE.....	\$ -
5A. TOTAL COMPLETED + STORED TO DATE.....	\$ 126,617.82
6. RETAINAGE:	
Stored Material a.....	\$ -
Work Completed b.....	\$ 12,661.78
Total Retainage (Line 6a + 6b).....	\$ 12,661.78
7. TOTAL EARNED LESS RETAINAGE.....	\$ 113,956.04
(Line 4 + Line 5 - Line 6 Total)	
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate).....	\$ 91,830.84
9. CURRENT PAYMENT DUE.....	\$ 22,125.10
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 233,751.46
(Line 3 less Line 7)	

Ritz Residences Estero Bay Marina Parking Area

Application #:	3-Revised
Application date:	30-Oct-24
Invoice period:	31-Oct-24

[illegible]

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24004 (Marina Parking Area)
Pay Application 3

date reviewed 12/30/2024

Item	Description	Current Contract Amount	Amount Complete Pay App 3	Percent CDD Fundable	Amount CDD Fundable Pay App 3	Balance Developer Pay App 3	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
MARINA PARKING AREA										
1	Stabilized Subgrade	\$ 12,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	8" Limerock	\$ 76,133.75	\$ 19,033.44	100%	\$ 19,033.44	\$ -	\$ 1,903.34	\$ -	\$ 17,130.10	\$ -
3	Prime	\$ 3,955.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Asphalt SP 9.5 - 1.25" First Lift	\$ 41,338.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Tack	\$ 3,758.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Asphalt SP 9.5 - 0.75" Second Lift	\$ 33,822.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	A Curb	\$ 2,703.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	F Curb	\$ 40,664.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	D Curb	\$ 27,550.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	3' Valley Curb	\$ 6,862.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Pavement Markings & Signage	\$ 11,900.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Car Stops	\$ 1,428.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	ADA Ramps	\$ 4,550.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Concrete Sidewalk	\$ 8,808.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Thickened Edge	\$ 1,050.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	6" Limerock under Marina Paver BW	\$ 13,667.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO1	Import Fill, Spread & Compact	\$ 51,475.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO2	Mobilization, Turbidity Crew w/ Boat	\$ 2,400.00	\$ 2,400.00	100%	\$ 2,400.00	\$ -	\$ 240.00	\$ -	\$ 2,160.00	\$ -
CO2	Install Type 2 Turbidity Curtain	\$ 3,150.00	\$ 3,150.00	100%	\$ 3,150.00	\$ -	\$ 315.00	\$ -	\$ 2,835.00	\$ -
SUBTOTAL MARINA PARKING AREA		\$ 347,797.50	\$ 24,583.44		\$ 24,583.44	\$ -	\$ 2,458.34	\$ -	\$ 22,125.10	\$ -
CONTRACT TOTAL		\$ 347,797.50	\$ 24,583.44		\$ 24,583.44	\$ -	\$ 2,458.34	\$ -	\$ 22,125.10	\$ -

Total Amount Due (this invoice)	\$ 22,125.10
Amount CDD Payable (this invoice)	\$ 22,125.10
Balance Owed by Developer (this invoice)	\$ -

SCHEDULE OF VALUES

Marina Parking Lot -
100% Reimbursed

SUBCONTRACTOR/VENDOR APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LB Sallleaf Marina Investments, LLC.
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

APPLICATION No: 4 PERIOD TO: November 30, 2024

SFE Job No. 24004 JOB NAME: Ritz Residences Estero Bay
SFE Job Name: Marina Parking Area

FROM: South Florida Excavation, Inc.
1455 Railroad Blvd., Suite #3
Naples, FL 34110

COST CODE: DATE: November 25, 2024

SM0005-B SM0005 CDD
Cost Code: 81-102

CONTRACT FOR: Earthwork

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number			
CO1 Import Fill, Spread & Compact	\$ 51,475.50		
CO2 Install Turbidity Curtain	\$ 5,550.00		
	\$		
	\$ 57,025.50		
Net change by Change Orders	\$		
	\$ 57,025.50		

Application is made for Payment, as shown below in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$ 290,682.00
2. Net change by Change Orders.....	\$ 57,025.50
3. CONTRACT SUM TO DATE (1+2).....	\$ 347,707.50
4. TOTAL COMPLETED TO DATE.....	\$ 160,587.57
5. TOTAL STORED TO DATE.....	\$
5A. TOTAL COMPLETED + STORED TO DATE.....	\$ 160,587.57

6. RETAINAGE:	
Stored Material a.....	\$
Work Completed b.....	\$ 16,058.76

Total Retainage (Line 6a + 6b) \$ 16,058.76

7. TOTAL EARNED LESS RETAINAGE.....	\$ 144,528.81
(Line 4 + Line 5 - Line 6 Total)	
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate).....	\$ 113,956.04
9. CURRENT PAYMENT DUE.....	\$ 30,572.77
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 203,178.59
(Line 3 less Line 7)	

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: KC Anderson Date 11/25/24

State: Florida
Subscribed and sworn to before me this 25th day of Nov, 2024

Notary Public
(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER

APPROVED FOR PAYMENT:
SUPERINTENDENT:

By: Rick VanDyne



OK - verified by DM

Ritz Residences Estero Bay Marina Parking Area

Application #:	4
Application date:	25-Nov-24
Invoice period:	30-Nov-24

A Item No.	B Description of work	C Qty	D Unit	E Unit Cost	F Contract Amount	G Work Completed		H Materials presently stored (not D or E)	I Total completed & stored to date (F+G+H)	J %	K Balance to finish (E - I)	L Retainage
						Previous Period	This period					
Marina Parking Area												
1	Stabilized Subgrade	4,164	SY	\$ 3.00	\$ 12,492.00	\$ 12,492.00	\$ -	\$ -	\$ 12,492.00	100.00%	\$ -	\$ 1,249.20
2	8" Limerock	3,955	SY	\$ 19.25	\$ 76,133.75	\$ 57,100.32	\$ -	\$ -	\$ 57,100.32	75.00%	\$ 19,033.43	\$ 5,710.03
3	Prime	3,955	SY	\$ 1.00	\$ 3,955.00	\$ -	\$ 2,966.25	\$ -	\$ 2,966.25	75.00%	\$ 988.75	\$ 296.63
4	Asphalt SP 9.5 - 1.25" - 1st Lift	3,758	SY	\$ 11.00	\$ 41,338.00	\$ -	\$ 31,003.50	\$ -	\$ 31,003.50	75.00%	\$ 10,334.50	\$ 3,100.35
5	Tack	3,758	SY	\$ 1.00	\$ 3,758.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,758.00	\$ -
6	Asphalt SP 9.5 - .75" - 2nd Lift	3,758	SY	\$ 9.00	\$ 33,822.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 33,822.00	\$ -
7	A Curb	166	LF	\$ 25.50	\$ 2,703.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 2,703.00	\$ -
8	F Curb	1,564	LF	\$ 26.00	\$ 40,664.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 40,664.00	\$ -
9	D Curb	1,450	LF	\$ 19.00	\$ 27,550.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 27,550.00	\$ -
10	3" Valley Curb	146	LF	\$ 47.00	\$ 6,862.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 6,862.00	\$ -
11	Pavement Markings & Signage	1	LS	\$ 11,900.00	\$ 11,900.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 11,900.00	\$ -
12	Car Stops	21	EA	\$ 68.00	\$ 1,428.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,428.00	\$ -
13	ADA Ramps	7	EA	\$ 650.00	\$ 4,550.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,550.00	\$ -
14	Concrete Sidewalks	1,215	SF	\$ 7.25	\$ 8,808.75	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,808.75	\$ -
15	Thickened Edge	75	LF	\$ 14.00	\$ 1,050.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,050.00	\$ -
16	6" Limerock Under Marina Paver BW	770	SY	\$ 17.75	\$ 13,667.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 13,667.50	\$ -
CO1	Import Fill, Spread & Compact	2,214	CY	\$ 23.25	\$ 51,475.50	\$ 51,475.50	\$ -	\$ -	\$ 51,475.50	100.00%	\$ -	\$ 5,147.55
CO2	Mobilization Turbidity Crew W/Boat	1	LS	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00	100.00%	\$ -	\$ 240.00
	Install Type 2 Turbidity Curtain	150	LF	\$ 21.00	\$ 3,150.00	\$ 3,150.00	\$ -	\$ -	\$ 3,150.00	100.00%	\$ -	\$ 315.00
Totals					\$ 347,707.50	\$ 126,617.82	\$ 33,969.75	\$ -	\$ 160,587.57		\$ 187,119.93	\$ 16,058.76

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24004 (Marina Parking Area)
Pay Application 4

date reviewed 12/30/2024

Item	Description	Current Contract Amount	Amount Complete Pay App 4	Percent CDD Fundable	Amount CDD Fundable Pay App 4	Balance Developer Pay App 4	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
MARINA PARKING AREA										
1	Stabilized Subgrade	\$ 12,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	8" Limerock	\$ 76,133.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Prime	\$ 3,955.00	\$ 2,966.25	100%	\$ 2,966.25	\$ -	\$ 296.63	\$ -	\$ 2,669.62	\$ -
4	Asphalt SP 9.5 - 1.25" First Lift	\$ 41,338.00	\$ 31,003.50	100%	\$ 31,003.50	\$ -	\$ 3,100.35	\$ -	\$ 27,903.15	\$ -
5	Tack	\$ 3,758.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Asphalt SP 9.5 - 0.75" Second Lift	\$ 33,822.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	A Curb	\$ 2,703.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	F Curb	\$ 40,664.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	D Curb	\$ 27,550.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	3' Valley Curb	\$ 6,862.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Pavement Markings & Signage	\$ 11,900.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Car Stops	\$ 1,428.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	ADA Ramps	\$ 4,550.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Concrete Sidewalk	\$ 8,808.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Thickened Edge	\$ 1,050.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	6" Limerock under Marina Paver BW	\$ 13,667.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO1	Import Fill, Spread & Compact	\$ 51,475.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO2	Mobilization, Turbidity Crew w/ Boat	\$ 2,400.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO2	Install Type 2 Turbidity Curtain	\$ 3,150.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL MARINA PARKING AREA		\$ 347,707.50	\$ 33,969.75		\$ 33,969.75	\$ -	\$ 3,396.98	\$ -	\$ 30,572.77	\$ -
CONTRACT TOTAL		\$ 347,707.50	\$ 33,969.75		\$ 33,969.75	\$ -	\$ 3,396.98	\$ -	\$ 30,572.77	\$ -

Total Amount Due (this invoice)	\$ 30,572.77
Amount CDD Payable (this invoice)	\$ 30,572.77
Balance Owed by Developer (this invoice)	\$ -

BILL OF SALE FOR PARTIAL PROGRESS PAYMENT
[SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") –
RITZ RESIDENCES ESTERO BAY – MARINA PARKING AREA]
[PAY APPLICATIONS #2 -4]

Payment Application ("Pay Application"):	Total Pay Application Amount:	CDD Eligible Amount:
#2	\$80,588.14	\$80,588.14
#3	\$22,125.10	\$22,125.10
#4	\$30,572.77	\$30,572.77
TOTAL:	\$133,286.01	\$133,286.01
Developer: Saltleaf Marina Investments, LLC ("Developer")		Contractor: South Florida Excavation, Inc. ("Contractor")
Site CDD Work Contract: <i>Contractor Agreement</i>, dated _____ ("Contract")		Engineer's Report: <i>Engineer's Report</i>, dated September 8, 2023, Amended and Restated March 19, 2024, as revised March 28, 2024 (together, " Engineer's Report ")

THIS BILL OF SALE is made to be effective as of the 23 day of Jan., 2025, by and between **Saltleaf Marina Investments, LLC**, a Florida limited liability company ("**Grantor**"), whose address is 2210 Vanderbilt Beach Road, Suite 1300, Naples, FL 34109 and **Saltleaf Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

SALTLEAF MARINA INVESTMENTS, LLC

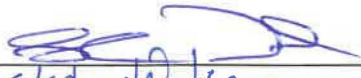

Name: Stephen Wilson
Title: Authorized Representative
Date: 1/23/25

Exhibit A: Payment Application, with District Items Identified & Contractor Partial Release

SCHEDULE OF VALUES

Marina Parking Lot -
100% Reimbursed

SUBCONTRACTOR/VENDOR APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LB Sallleaf Marina Investments, LLC.
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

APPLICATION No: 2 PERIOD TO: September 30, 2024

SFE Job No. 24004 JOB NAME: Ritz Residences Estero Bay Marina Parking Area
SFE Job Name: Marina Parking Area **SM0006 & SM0005 CDD**
Cost Code: 51-102

FROM: South Florida Excavation, Inc.
1455 Railhead Blvd., Suite #3
Naples, FL 34110

COST CODE: DATE: September 26, 2024

CONTRACT FOR: Earthwork

Application is made for Payment, as shown below in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in
previous months by Owner

DEDUCTIONS

Approved this Month

Number

CO1 Import Fill, Spread & Compact

TOTAL

\$ 51,475.50

Net change by Change Orders

\$ 51,475.50

\$ 51,475.50

1. ORIGINAL CONTRACT SUM.....	\$ 290,662.00
2. Net change by Change Orders.....	\$ 51,475.50
3. CONTRACT SUM TO DATE (1+2).....	\$ 342,137.50
4. TOTAL COMPLETED TO DATE.....	\$ 102,034.38
5. TOTAL STORED TO DATE.....	\$ -
5A. TOTAL COMPLETED + STORED TO DATE.....	\$ 102,034.38

6. RETAINAGE:

Stored Material a

\$ -

Work Completed b

\$ 10,203.44

Total Retainage (Line 6a + 6b)

\$ 10,203.44

7. TOTAL EARNED LESS RETAINAGE.....

\$ 91,630.94

(Line 4 + Line 5 - Line 6 Total)

8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate).....

\$ 11,242.80

9. CURRENT PAYMENT DUE.....

\$ 80,588.14

10. BALANCE TO FINISH, PLUS RETAINAGE.....

\$ 250,326.56

(Line 3 less Line 7)

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

SUBCONTRACTOR:

By: *K. Anderson* Date: 10/2/24

State: Florida
Subscribed and sworn to before me this 2nd day of Oct, 2024 Collier County

Notary Public

(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER

APPROVED FOR PAYMENT:
SUPERINTENDENT:

By:

Rick VanDyke



OK -
verified by PM

S. FL Excavation
1455 Rallhead Blvd., Suite 3
Naples, FL 34110
239-596-8111

Application #:	2
Application date:	25-Sep-24
Invoice period:	30-Sep-24

[illegible]

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24004 (Marina Parking Area)
Pay Application 2

date reviewed 12/30/2024

Item	Description	Current Contract Amount	Amount Complete Pay App 2	Percent CDD Fundable	Amount CDD Fundable Pay App 2	Balance Developer Pay App 2	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
MARINA PARKING AREA										
1	Stabilized Subgrade	\$ 12,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	8" Limerock	\$ 76,133.75	\$ 38,066.88	100%	\$ 38,066.88	\$ -	\$ 3,806.69	\$ -	\$ 34,260.19	\$ -
3	Prime	\$ 3,955.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Asphalt SP 9.5 - 1.25" First Lift	\$ 41,338.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Tack	\$ 3,758.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Asphalt SP 9.5 - 0.75" Second Lift	\$ 33,822.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	A Curb	\$ 2,703.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	F Curb	\$ 40,664.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	D Curb	\$ 27,550.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	3' Valley Curb	\$ 6,862.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Pavement Markings & Signage	\$ 11,900.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Car Stops	\$ 1,428.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	ADA Ramps	\$ 4,550.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Concrete Sidewalk	\$ 8,808.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Thickened Edge	\$ 1,050.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	6" Limerock under Marina Paver BW	\$ 13,667.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO1	Import Fill, Spread & Compact	\$ 51,475.50	\$ 51,475.50	100%	\$ 51,475.50	\$ -	\$ 5,147.55	\$ -	\$ 46,327.95	\$ -
SUBTOTAL MARINA PARKING AREA		\$ 342,157.50	\$ 89,542.38		\$ 89,542.38	\$ -	\$ 8,954.24	\$ -	\$ 80,588.14	\$ -
CONTRACT TOTAL										
		\$ 342,157.50	\$ 89,542.38		\$ 89,542.38	\$ -	\$ 8,954.24	\$ -	\$ 80,588.14	\$ -

Total Amount Due (this invoice)	\$ 80,588.14
Amount CDD Payable (this invoice)	\$ 80,588.14
Balance Owed by Developer (this invoice)	

SCHEDULE OF VALUES

Marina Parking Lot -
100% Reimbursed

SUBCONTRACTOR/VENDOR APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LB Salileaf Marina Investments, LLC.
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

APPLICATION No: 3-Revised PERIOD TO: October 31, 2024

SFE Job No. 24004 JOB NAME: Ritz Residences Estero Bay
SFE Job Name: Marina Parking Area

SM0005 CDD
Cost Code: 61-102

FROM: South Florida Excavation, Inc.
1455 Railroad Blvd., Suite #3
Naples, FL 34110

COST CODE: DATE: October 30, 2024

CONTRACT FOR: Earthwork

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in
previous months by Owner

Approved this Month

CO1 Import Fill, Spread & Compact
CO2 Install Turbidity Curtain

TOTAL

\$ 51,475.50
\$ 5,550.00

DEDUCTIONS

Net change by Change Orders

\$ 57,025.50
\$ 57,025.50

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: K Anderson Date 10/30/24

State: Florida
Subscribed and sworn to before me this 30th day of Oct., 2024 Collier County

Notary Public

(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER

APPROVED FOR PAYMENT:
SUPERINTENDENT:

BY:

Rick VanDyne



OK - verified by
PM

1. ORIGINAL CONTRACT SUM.....	\$ 290,682.00
2. Net change by Change Orders.....	\$ 57,025.50
3. CONTRACT SUM TO DATE (1+2).....	\$ 347,707.50
4. TOTAL COMPLETED TO DATE.....	\$ 126,617.82
5. TOTAL STORED TO DATE.....	\$ -
5A. TOTAL COMPLETED + STORED TO DATE.....	\$ 126,617.82
6. RETAINAGE:	
Stored Material a.....	\$ -
Work Completed b.....	\$ 12,661.78
Total Retainage (Line 6a + 6b).....	\$ 12,661.78
7. TOTAL EARNED LESS RETAINAGE.....	\$ 113,956.04
(Line 4 + Line 5 - Line 6 Total)	
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate).....	\$ 91,830.84
9. CURRENT PAYMENT DUE.....	\$ 22,125.10
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 233,751.46
(Line 3 less Line 7)	

Ritz Residences Estero Bay Marina Parking Area

Application #:	3-Revised
Application date:	30-Oct-24
Invoice period:	31-Oct-24

[illegible]

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24004 (Marina Parking Area)
Pay Application 3

date reviewed 12/30/2024

Item	Description	Current Contract Amount	Amount Complete Pay App 3	Percent CDD Fundable	Amount CDD Fundable Pay App 3	Balance Developer Pay App 3	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
MARINA PARKING AREA										
1	Stabilized Subgrade	\$ 12,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	8" Limerock	\$ 76,133.75	\$ 19,033.44	100%	\$ 19,033.44	\$ -	\$ 1,903.34	\$ -	\$ 17,130.10	\$ -
3	Prime	\$ 3,955.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Asphalt SP 9.5 - 1.25" First Lift	\$ 41,338.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Tack	\$ 3,758.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Asphalt SP 9.5 - 0.75" Second Lift	\$ 33,822.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	A Curb	\$ 2,703.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	F Curb	\$ 40,664.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	D Curb	\$ 27,550.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	3' Valley Curb	\$ 6,862.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Pavement Markings & Signage	\$ 11,900.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Car Stops	\$ 1,428.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	ADA Ramps	\$ 4,550.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Concrete Sidewalk	\$ 8,808.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Thickened Edge	\$ 1,050.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	6" Limerock under Marina Paver BW	\$ 13,667.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO1	Import Fill, Spread & Compact	\$ 51,475.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO2	Mobilization, Turbidity Crew w/ Boat	\$ 2,400.00	\$ 2,400.00	100%	\$ 2,400.00	\$ -	\$ 240.00	\$ -	\$ 2,160.00	\$ -
CO2	Install Type 2 Turbidity Curtain	\$ 3,150.00	\$ 3,150.00	100%	\$ 3,150.00	\$ -	\$ 315.00	\$ -	\$ 2,835.00	\$ -
SUBTOTAL MARINA PARKING AREA		\$ 347,797.50	\$ 24,583.44		\$ 24,583.44	\$ -	\$ 2,458.34	\$ -	\$ 22,125.10	\$ -
CONTRACT TOTAL		\$ 347,797.50	\$ 24,583.44		\$ 24,583.44	\$ -	\$ 2,458.34	\$ -	\$ 22,125.10	\$ -

Total Amount Due (this invoice)	\$ 22,125.10
Amount CDD Payable (this invoice)	\$ 22,125.10
Balance Owed by Developer (this invoice)	\$ -

SCHEDULE OF VALUES

Marina Parking Lot -
100% Reimbursed

SUBCONTRACTOR/VENDOR APPLICATION AND CERTIFICATE FOR PAYMENT

TO: LB Sallleaf Marina Investments, LLC.
2210 Vanderbilt Beach Road, Suite 1300
Naples, FL 34109

APPLICATION No: 4 PERIOD TO: November 30, 2024

SFE Job No. 24004 JOB NAME: Ritz Residences Estero Bay
SFE Job Name: Marina Parking Area

SM0005-B SM0005 CDD
Cost Code: 81-102

FROM: South Florida Excavation, Inc.
1455 Railroad Blvd., Suite #3
Naples, FL 34110

COST CODE: DATE: November 25, 2024

CONTRACT FOR: Earthwork

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number			
CO1 Import Fill, Spread & Compact	\$ 51,475.50		
CO2 Install Turbidity Curtain	\$ 5,550.00		
	\$		
Net change by Change Orders	\$ 57,025.50		
	\$		

Application is made for Payment, as shown below in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$ 290,682.00
2. Net change by Change Orders.....	\$ 57,025.50
3. CONTRACT SUM TO DATE (1+2).....	\$ 347,707.50
4. TOTAL COMPLETED TO DATE.....	\$ 160,587.57
5. TOTAL STORED TO DATE.....	\$ -
5A. TOTAL COMPLETED + STORED TO DATE.....	\$ 160,587.57

6. RETAINAGE:	
Stored Material a.....	\$ -
Work Completed b.....	\$ 16,058.76

Total Retainage (Line 6a + 6b) \$ 16,058.76

7. TOTAL EARNED LESS RETAINAGE.....	\$ 144,528.81
(Line 4 + Line 5 - Line 6 Total)	
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate).....	\$ 113,956.04
9. CURRENT PAYMENT DUE.....	\$ 30,572.77
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 203,178.59
(Line 3 less Line 7)	

The undersigned Subcontractor/Vendor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: K Anderson Date 11/25/24

State: Florida
Subscribed and sworn to before me this 25th day of Nov, 2024

Notary Public
(Attach explanation if amount certified differs from the amount applied for.)
PROJECT MANAGER

APPROVED FOR PAYMENT:
SUPERINTENDENT:

By:

Rick VanDyne



OK - verified by DM

Ritz Residences Estero Bay Marina Parking Area

Application #:	4
Application date:	25-Nov-24
Invoice period:	30-Nov-24

[illegible]

EXHIBIT A
Saltleaf CDD/ Developer Cost Breakdown
South Florida Excavation Contract 24004 (Marina Parking Area)
Pay Application 4

date reviewed 12/30/2024

Item	Description	Current Contract Amount	Amount Complete Pay App 4	Percent CDD Fundable	Amount CDD Fundable Pay App 4	Balance Developer Pay App 4	CDD Less 10% Retainage	Developer Less 10% Retainage	CDD Amount Payable	Developer Amount Payable
MARINA PARKING AREA										
1	Stabilized Subgrade	\$ 12,492.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	8" Limerock	\$ 76,133.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Prime	\$ 3,955.00	\$ 2,966.25	100%	\$ 2,966.25	\$ -	\$ 296.63	\$ -	\$ 2,669.62	\$ -
4	Asphalt SP 9.5 - 1.25" First Lift	\$ 41,338.00	\$ 31,003.50	100%	\$ 31,003.50	\$ -	\$ 3,100.35	\$ -	\$ 27,903.15	\$ -
5	Tack	\$ 3,758.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Asphalt SP 9.5 - 0.75" Second Lift	\$ 33,822.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	A Curb	\$ 2,703.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	F Curb	\$ 40,664.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	D Curb	\$ 27,550.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	3' Valley Curb	\$ 6,862.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Pavement Markings & Signage	\$ 11,900.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Car Stops	\$ 1,428.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	ADA Ramps	\$ 4,550.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Concrete Sidewalk	\$ 8,808.75	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Thickened Edge	\$ 1,050.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	6" Limerock under Marina Paver BW	\$ 13,667.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO1	Import Fill, Spread & Compact	\$ 51,475.50	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO2	Mobilization, Turbidity Crew w/ Boat	\$ 2,400.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CO2	Install Type 2 Turbidity Curtain	\$ 3,150.00	\$ -	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL MARINA PARKING AREA		\$ 347,707.50	\$ 33,969.75		\$ 33,969.75	\$ -	\$ 3,396.98	\$ -	\$ 30,572.77	\$ -
CONTRACT TOTAL		\$ 347,707.50	\$ 33,969.75		\$ 33,969.75	\$ -	\$ 3,396.98	\$ -	\$ 30,572.77	\$ -

Total Amount Due (this invoice)	\$ 30,572.77
Amount CDD Payable (this invoice)	\$ 30,572.77
Balance Owed by Developer (this invoice)	\$ -

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS CV**

November 13, 2024

Saltleaf Community Development District
c/o District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Improvements (Saltleaf Marina Investments)

Dear District Manager,

Pursuant to the *Acquisition Agreement*, dated April 11, 2024 ("**Acquisition Agreement**"), by and between the Saltleaf Community Development District ("**District**") and Saltleaf Marina Investments, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer has provided and/or will provide perpetual easement rights in favor of the District for the Improvements as set forth in the *Community Declaration for Saltleaf on Estero Bay*, as recorded in Instrument #2024000108872, of the Official Records of Lee County, Florida.
- The Developer agrees, at substantial completion and at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the County.

[CONTINUED ON FOLLOWING PAGE]

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

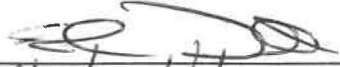
**SALTLEAF COMMUNITY
DEVELOPMENT DISTRICT**



Name: Susan H. Watts
Title: Chair

Sincerely,

SALTLEAF MARINA INVESTMENTS, LLC



Name: Stephen Wilson
Title: Authorized Representative

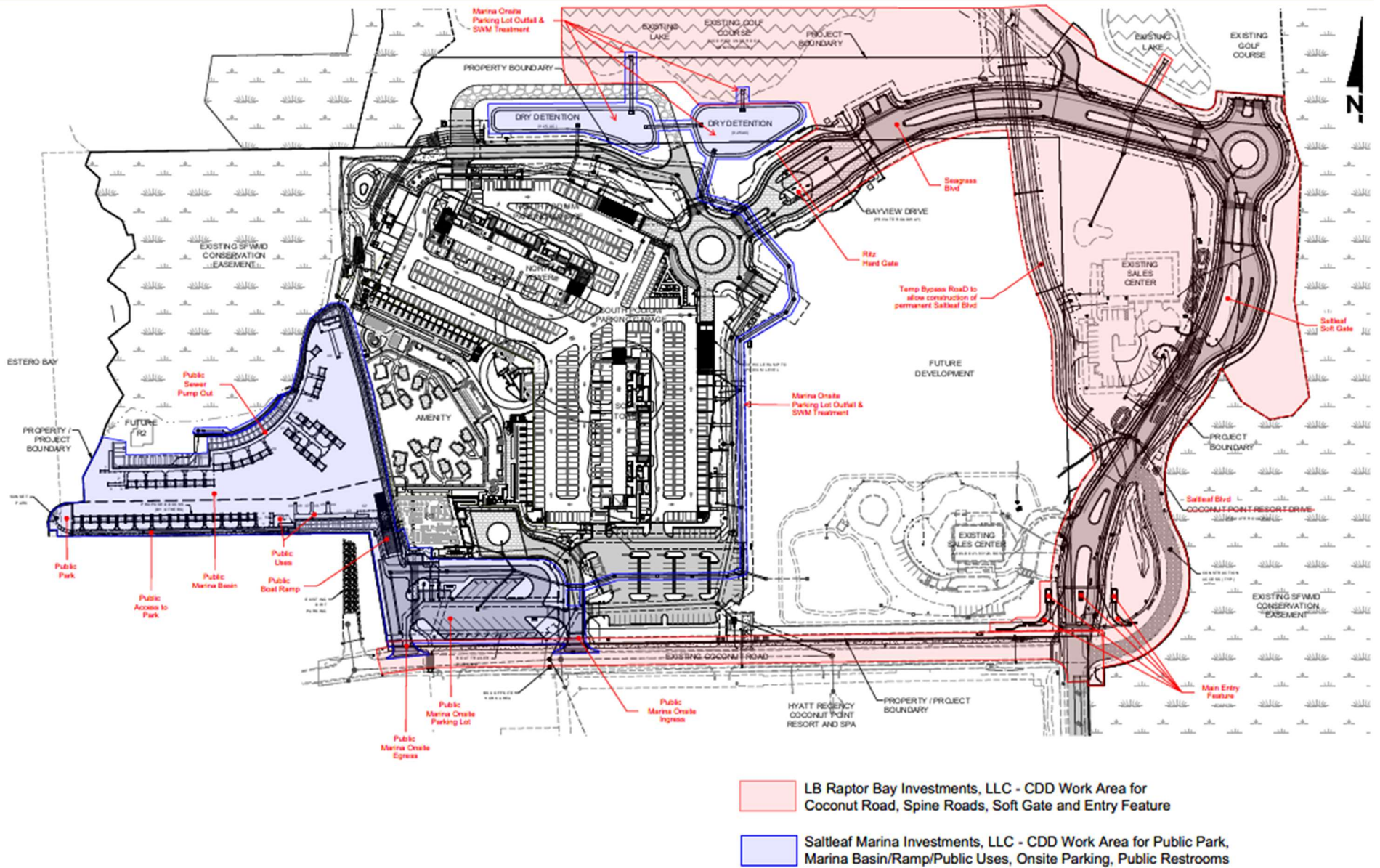
EXHIBIT A

Description of Improvements (Saltleaf Marina Investments)

Marina Phase 1 – Those public improvements associated with Phase 1 of the Saltleaf Marina, and specifically the public portions of the marina and public park, including but not limited to, marina basin dredging, basin seawalls and anchoring system, vinyl sheet and concrete retaining walls, concrete piles, boat ramp, sidewalks, onsite parking lot, utilities, drainage/surface water management infrastructure and appurtenances to support these uses, located within and on the real property associated with Lee County STRAP numbers 07-47-25-B2-010C1.0000, 07-47-25-B2-010C2.0000 and 07-47-25-B2-00000.0010, and as further detailed by the legal description and sketch, herein attached as Exhibit B.

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Kelly Brothers, Inc.	5/31/2024	1289-15-SM0005CDD	\$258,081.57	\$145,365.68	Final 5% retainage release on Phase 1 (see invoice breakdown for CDD eligibility)

EXHIBIT B Location of Improvements



CORPORATE DECLARATION REGARDING COSTS PAID
[IMPROVEMENTS (SALTLEAF MARINA INVESTMENTS)]

SALTLEAF MARINA INVESTMENTS, LLC, a Florida limited liability company ("**Developer**"), does hereby certify to the Saltleaf Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Amended & Restated Engineer's Report*, dated March 19, 2024 (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 29th day of October, 2024.

SALTLEAF MARINA INVESTMENTS, LLC

Name:

Title:

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 29th day of October, 2024, by Stephen Wilson as Authorized Representative of Saltleaf Marina Investments, LLC, a Florida limited liability company, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

NOTARY PUBLIC, STATE OF Florida

Name:

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Improvements (Saltleaf Marina Investments)

Marina Phase 1 – Those public improvements associated with Phase 1 of the Saltleaf Marina, and specifically the public portions of the marina and public park, including but not limited to, marina basin dredging, basin seawalls and anchoring system, vinyl sheet and concrete retaining walls, concrete piles, boat ramp, sidewalks, onsite parking lot, utilities, drainage/surface water management infrastructure and appurtenances to support these uses, located within and on the real property associated with Lee County STRAP numbers 07-47-25-B2-010C1.0000, 07-47-25-B2-010C2.0000 and 07-47-25-B2-00000.0010, and as further detailed by the legal description and sketch, herein attached as Exhibit B.

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Kelly Brothers, Inc.	5/31/2024	1289-15-SM0005CDD	\$258,081.57	\$145,365.68	Final 5% retainage release on Phase 1 (see invoice breakdown for CDD eligibility)

Location of Improvements



CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[IMPROVEMENTS (SALTLEAF MARINA INVESTMENTS)]

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made to be effective the 28th day of September, 2024, by **Kelly Brothers, Inc. (“Contractor”)**, with an address of 15775 Pine Ridge Road, Fort Myers, Florida 33908, in favor of the **Saltleaf Community Development District (“District”)**, which is a local unit of special-purpose government situated in Lee County, Florida, and having offices at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain construction contract, dated July 14, 2022 (“**Contract**”) between Contractor and Saltleaf Marina Investments, LLC (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements. Nothing herein shall be deemed to modify or amend the remaining provisions of the Contract for any work not yet completed.

KELLY BROTHERS, INC.


By: Dane Kelly
Its: President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31st day of October, 2024, by Dane Kelly as President of Kelly Brothers Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


(NOTARY SEAL)

DANIELLE KIRBY
Notary Public
State of Florida
Comm# HH475968
Expires 12/26/2027


NOTARY PUBLIC, STATE OF FLORIDA

Name: Danielle Kirby
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
Description of Improvements (Saltleaf Marina Investments)

Vendor	Date	Invoice No(s)	Invoice Amount	CDD Eligible	Notes
Kelly Brothers, Inc.	5/31/2024	1289-15-SM0005CDD	\$258,081.57	\$145,365.68	Final 5% retainage release on Phase 1 (see invoice breakdown for CDD eligibility)
Kelly Brothers, Inc.	6/25/2024	1289-16-SM0005CDD	\$226,753.69	\$226,753.69	Ongoing Phase 2 Marina construction (CDD portion only)
Kelly Brothers, Inc.	7/25/2024	1289-17-SM0005CDD	\$73,825.91	\$73,825.91	Ongoing Phase 2 Marina construction (CDD portion only)
Kelly Brothers, Inc.	8/28/2024	1289-18-SM0005CDD	\$271,045.99	\$271,045.99	Ongoing Phase 2 Marina construction (CDD portion only)
		TOTALS:	\$829,707.16	\$716,991.27	

DISTRICT ENGINEER'S CERTIFICATE
[IMPROVEMENTS (SALTLEAF MARINA INVESTMENTS)]

November 14, 2024

Board of Supervisors
Saltleaf Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Barraco and Associates, Inc. ("**District Engineer**"), as District Engineer for the Saltleaf Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Saltleaf Marina Investments, LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

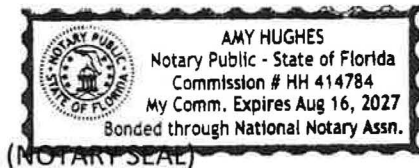
1. I have reviewed certain documentation relating to the Improvements, including but not limited to certain invoices, approved contractor applicants for payment, and other documents, as applicable.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Amended & Restated Engineer's Report*, dated March 28, 2024 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known permits necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

BARRACO AND ASSOCIATES, INC.

Carl A. Barraco
CARL A. BARRACO, P.E.
Florida Registration No. 38536
District Engineer

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14 day of Nov, 2024, by Carl A. Barraco as President of Barraco and Associates, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Amy Hughes
NOTARY PUBLIC, STATE OF FL
Name: Amy Hughes
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Improvements (Saltleaf Marina Investments)

Marina Phase 1 – Those public improvements associated with Phase 1 of the Saltleaf Marina, and specifically the public portions of the marina and public park, including but not limited to, marina basin dredging, basin seawalls and anchoring system, vinyl sheet and concrete retaining walls, concrete piles, boat ramp, sidewalks, onsite parking lot, utilities, drainage/surface water management infrastructure and appurtenances to support these uses, located within and on the real property associated with Lee County STRAP numbers 07-47-25-B2-010C1.0000, 07-47-25-B2-010C2.0000 and 07-47-25-B2-00000.0010, and as further detailed by the legal description and sketch, herein attached as Exhibit B.

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Kelly Brothers, Inc.	5/31/2024	1289-15-SM0005CDD	\$258,081.57	\$145,365.68	Final 5% retainage release on Phase 1 (see invoice breakdown for CDD eligibility)

Location of Improvements



BILL OF SALE AND LIMITED ASSIGNMENT
[IMPROVEMENTS (SALTLEAF MARINA INVESTMENTS)]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 13 day of November, 2024, by and between **SALTLEAF MARINA INVESTMENTS, LLC**, a Florida limited liability partnership, with an address of 2210 Vanderbilt Beach Road, Suite 1300, Naples, Florida 34109 ("**Grantor**"), and for good and valuable consideration, to it paid by the **SALTLEAF COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**;
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**; and

2. The Developer has provided and/or will provide perpetual easement rights in favor of the District for the Improvements as set forth in the *Community Declaration for Saltleaf on Estero Bay*, as recorded in Instrument #2024000108872, of the Official Records of Lee County, Florida.

3. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

4. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is

purchasing the Property, **“AS IS, WHERE IS”, AND “WITH ALL FAULTS”**. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

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

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

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

SALTLEAF MARINA INVESTMENTS, LLC

By: [Signature]
Name: Anna Murphy

[Signature]
Name: Stephen Wilson
Title: Authorized Representative

By: [Signature]
Name: Lise Van Dine

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29th day of October, 2024, by Stephen Wilson as Authorized Representative of Saltleaf Marina Investments, LLC and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Anna Murphy
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

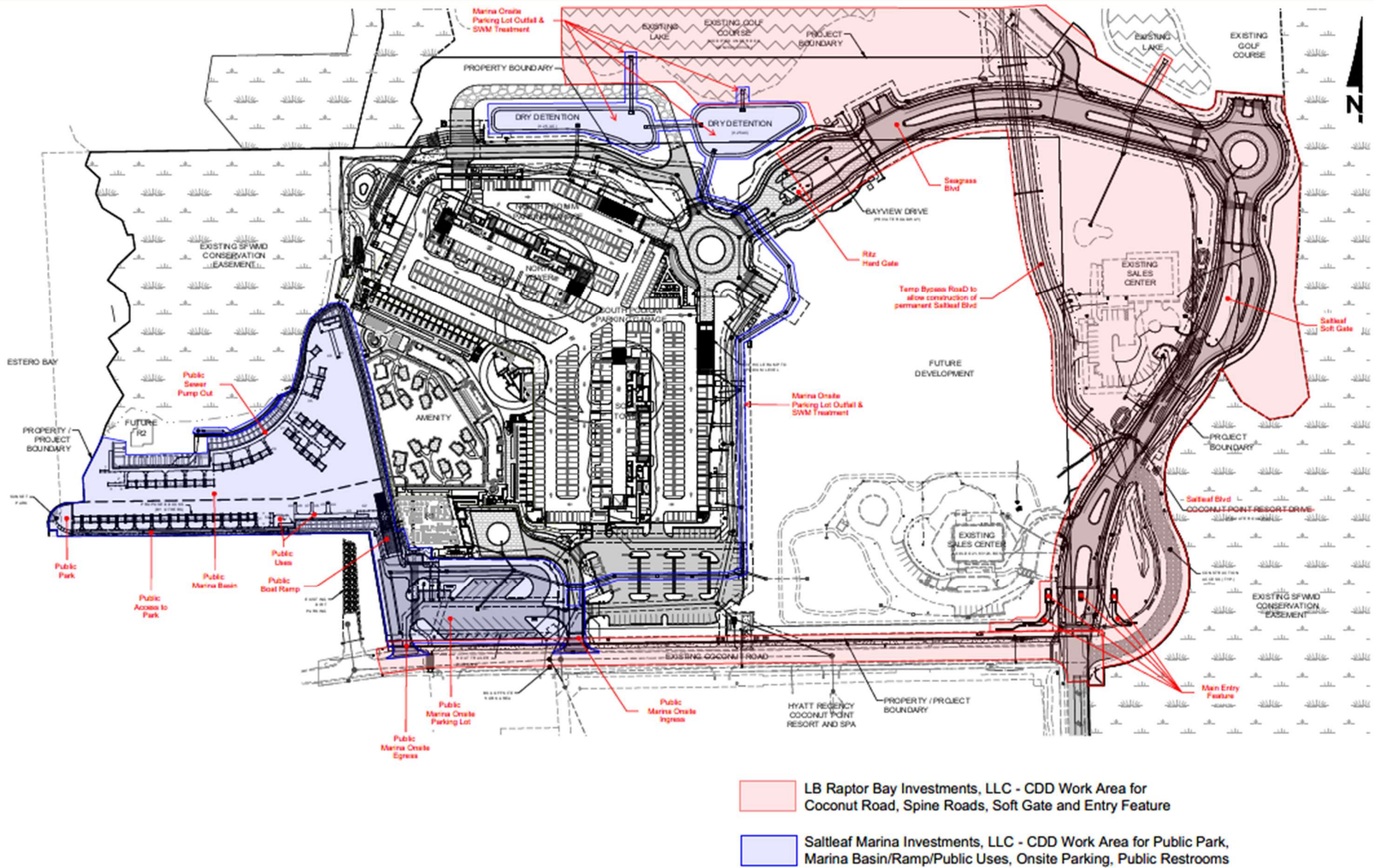
EXHIBIT A

Description of Improvements (Saltleaf Marina Investments)

Marina Phase 1 – Those public improvements associated with Phase 1 of the Saltleaf Marina, and specifically the public portions of the marina and public park, including but not limited to, marina basin dredging, basin seawalls and anchoring system, vinyl sheet and concrete retaining walls, concrete piles, boat ramp, sidewalks, onsite parking lot, utilities, drainage/surface water management infrastructure and appurtenances to support these uses, located within and on the real property associated with Lee County STRAP numbers 07-47-25-B2-010C1.0000, 07-47-25-B2-010C2.0000 and 07-47-25-B2-00000.0010, and as further detailed by the legal description and sketch, herein attached as Exhibit B.

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Kelly Brothers, Inc.	5/31/2024	1289-15-SM0005CDD	\$258,081.57	\$145,365.68	Final 5% retainage release on Phase 1 (see invoice breakdown for CDD eligibility)

EXHIBIT B Location of Improvements



SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

**RATIFICATION
ITEMS CVI**



This invoice is good to pay

INVOICE

Craig Klingensmith
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd. #1300
Naples, FL 34109

June 11, 2024

Project No:

Invoice No:

21050704-208-02

0349112

Reference #

100% Reimbursed
by CDD

Project 21050704-208-02 Saltleaf Marina Offsite Parking Lot

Professional Services Rendered from May 1, 2024 to May 31, 2024

Task	02	Plan Modifications
Fee		
Total Fee	10,000.00	
Percent Complete	100.00	
Total Earned	10,000.00	
Previous Fee Billing	9,000.00	
Current Fee Billing	1,000.00	
Total Fee		1,000.00
Total this Task		\$1,000.00

Task	03	Permitting Services Lee County DO
Fee		
Total Fee	20,011.00	
Percent Complete	50.00	
Total Earned	10,005.50	
Previous Fee Billing	8,004.40	
Current Fee Billing	2,001.10	
Total Fee		2,001.10
Total this Task		\$2,001.10
Total this Invoice		\$3,001.10

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge. Remittance notifications or questions can be directed to atwell@atwellgroup.com or by calling the phone number listed above.

Billing Backup

Tuesday, June 11, 2024

Atwell, LLC

Invoice 0349112 Dated 6/11/2024

2:12:01 PM

Project	21050704-208-02	Saltleaf Marina Offsite Parking Lot
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Task	02	Plan Modifications
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Professional Personnel

Hours

Engineer/Designer I		
Perez Mandujano, Juana	5/1/2024	.50
Revised parking lot per EDSA's conversation.		
Perez Mandujano, Juana	5/2/2024	1.00
Revised parking lot base/ plans to shift parking 5' north.		
Perez Mandujano, Juana	5/28/2024	.50
Base update to revise boundary and berm on the south.		
Perez Mandujano, Juana	5/29/2024	1.00
Revised base to shift ADA parking space and adjust dry detention on the north.		
Total		3.00
Total Labor		

Total this Task

Task	03	Permitting Services Lee County DO
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Professional Personnel

Hours

Project Manager I		
Leos, Cesareo	5/1/2024	1.00
Offsite parking lot coordination meeting with EDSA and with London Bay.		
Leos, Cesareo	5/6/2024	1.00
Offsite Parking Lot DO plan review.		
Leos, Cesareo	5/17/2024	1.00
Reviewing Lee County DO submittal package.		
Leos, Cesareo	5/23/2024	.50
Parking lot lighting coordination call.		
Total		3.50
Total Labor		

Total this Task

Total this Project

Total this Report

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge. Remittance notifications or questions can be directed to atwell@atwellgroup.com or by calling the phone number listed above.



Invoice is good to pay.

INVOICE

Craig Klingensmith
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd. #1300
Naples, FL 34109

June 12, 2024

Project No:

21050704-202-13

Invoice No:

0349523

Reference #

Saltleaf Marina and Marina Onsite Parking Lot

100% Reimbursed
by CDD

Project 21050704-202-13

Professional Services Rendered from May 1, 2024 to May 31, 2024

Task	01	Plan Modifications		
Fee				
Total Fee		5,000.00		
Percent Complete	100.00	Total Earned	5,000.00	
		Previous Fee Billing	3,500.00	
		Current Fee Billing	1,500.00	
		Total Fee		1,500.00
		Total this Task		\$1,500.00

Task	02	Permitting Services		
Fee				
Total Fee		7,000.00		
Percent Complete	90.00	Total Earned	6,300.00	
		Previous Fee Billing	5,250.00	
		Current Fee Billing	1,050.00	
		Total Fee		1,050.00
		Total this Task		\$1,050.00
		Total this Invoice		\$2,550.00

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge.
Remittance notifications or questions can be directed to atwell@atwell-group.com or by calling the phone number listed above.

Billing Backup

Wednesday, June 12, 2024

Atwell, LLC

Invoice 0349523 Dated 6/12/2024

7:45:16 PM

Project	21050704-202-13	Saltleaf Marina and Marina Onsite Parking Lot
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Task	02	Permitting Services
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Professional Personnel

Hours

Project Manager I		
Leos, Cesareo	5/1/2024	.50
Weekly coordination meeting.		
Leos, Cesareo	5/8/2024	.50
Weekly saltleaf marina coordination meeting.		
Leos, Cesareo	5/22/2024	.25
Weekly marina coordination call.		
Leos, Cesareo	5/28/2024	.50
Marina parking lot coordination meeting.		
Total		1.75
Total Labor		

Total this Task

Total this Project

Total this Report

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge.
Remittance notifications or questions can be directed to atwell@atwellgroup.com or by calling the phone number listed above.



This invoice is good to
pay. Bill against
SM0006CDD

INVOICE

Craig Klingensmith
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd. #1300
Naples, FL 34109

September 9, 2024
Project No: 21050704-202-13
Invoice No: 0000364716

Project 21050704-202-13
Professional Services Rendered from August 1, 2024 to August 31, 2024

Reference #

Saltleaf Marina and Marina Onsite Parking Lot

100% Reimbursed
by CDD

Task 05 OAC Meetings and Out of Scope Items

Professional Personnel

	Hours	Rate	Amount
Project Manager I	1.00	212.00	212.00
Total	1.00		212.00
Total Labor			212.00

Billing Limits

	Current	Prior	To-Date
Total Billings	212.00	298.50	510.50
Contract Amount			5,000.00
Remaining			4,489.50

Total this Task \$212.00

Total this Invoice \$212.00

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1 1/2% per month (18% annual) service charge.
Remittance notifications or questions can be directed to atwell@atwellgroup.com or by calling the phone number listed above.

Billing Backup

Monday, September 9, 2024

Atwell, LLC

Invoice 0000364716 Dated 9/9/2024

3:30:31 PM

Project	21050704-202-13	Saltleaf Marina and Marina Onsite Parking Lot
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Task	02	Permitting Services
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Professional Personnel

			Hours
Project Manager I			
Leos, Cesareo	8/9/2024	Updates to marina linework and plans.	2.00
Total			2.00
Total Labor			

Total this Task

Task	05	OAC Meetings and Out of Scope Items
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Professional Personnel

			Hours	Rate	Amount
Project Manager I					
Leos, Cesareo	8/20/2024	Weekly marina coordination call.	.50	212.00	106.00
Leos, Cesareo	8/27/2024	Weekly marina coordination meeting.	.50	212.00	106.00
Total			1.00		212.00
Total Labor					212.00

Total this Task \$212.00

Total this Project \$212.00

Total this Report \$212.00

Methods of Payment accepted:

- **ACH or Wire (Preferred)** — Remittance information available upon request.
- Check
- Credit Card

Check Payments to:

Atwell, LLC
Two Towne Square; Suite 700
Southfield, MI 48076
Phone: 248-447-2000

Payment due in accordance with terms of agreement. Accounts past due are subject to 1½% per month (18% annual) service charge. Remittance notifications or questions can be directed to atwell@atwellsgroup.com or by calling the phone number listed above.

This invoice is good to pay



INVOICE

Ray Piacente
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

July 9, 2024

Project No:

17178

Invoice No:

52902

Phase II
Reimbursed at
50%

Invoice Total \$6,775.00

Project 17178

Bayview on Estero Bay Marina

Please refer to project and invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from May 1, 2024 to June 30, 2024

Billing Group 18 Phase II Const. Phase Services
WO #6

Fee

Total Fee 43,950.00

Percent Complete

91.6078

Total Earned

40,261.63

Previous Fee Billing

33,486.63

Current Fee Billing

6,775.00

Total Fee

6,775.00

Total this Billing Group

\$6,775.00

Total this Invoice

\$6,775.00

Authorized
By:

Date: 7/9/2024

Mark Kincaid



This invoice is good to pay. See below for job #

INVOICE

Ray Piacente
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

September 18, 2024
Project No: 17178
Invoice No: 53164

Invoice Total \$29,581.00

Project 17178 Bayview on Estero Bay Marina
Please refer to project and invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from July 1, 2024 to August 31, 2024

Billing Group	18A	Additional Phase II Const. Phase Service	Split 50% SM0005 / 50% SM0005CDD
Fee			
July	\$11,000.00		
August	\$11,000.00		

Total Fee 22,000.00

Total this Billing Group \$22,000.00 (511,000.-)

Billing Group	21	Permitting Support Services	SM0005CDD
WO #7			-100% CDD

Professional Personnel

	Hours	Rate	Amount
Principal / VP of Engineering			
Kincaid, Mark 7/19/2024	.50	222.00	111.00
Project coordination			
Kincaid, Mark 7/30/2024	.50	222.00	111.00
Project coordination			
Managing Consultant			
Herget, Jeremy 7/19/2024	.50	154.00	77.00
Follow up with USACE reviewer for status of permit.			
Herget, Jeremy 7/23/2024	1.00	154.00	154.00
Discuss permit status with London Bay			
Herget, Jeremy 7/25/2024	3.00	154.00	462.00
Send USACE request for meeting to discuss permit. Discussion with reviewer on status of application. Make edits to drawings and submit to USACE.			
Herget, Jeremy 7/26/2024	.50	154.00	77.00
Coordination with LB on meeting with USACE.			
Herget, Jeremy 7/30/2024	1.50	154.00	231.00
Coordination with London Bay on Channel Dredging. Work with designer on setting up construction plans.			
Totals	7.50		1,223.00
Total Labor			1,223.00

Project	17178	Bayview on Estero Bay Marina	Invoice	53164
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Billing Limits	Current	Prior	To-Date
Total Billings	1,223.00	5,741.50	6,964.50
Limit			45,000.00
Remaining			38,035.50

Total this Billing Group \$1,223.00 ✓

Billing Group 23 Channel Dredging Phase Services
WO# 7

SM0005CDD

with CDD

Fee

Total Fee	22,000.00	
Percent Complete	33.4614	Total Earned 7,361.50
		Previous Fee Billing 1,003.50
		Current Fee Billing 6,358.00
		Total Fee 6,358.00 ✓

Total this Billing Group \$6,358.00

Total this Invoice \$29,581.00

Authorized By: _____

Date: 9/18/2024

Mark Kincaid

partial
(18,581.-)
CDD
eligible

Invoice good to pay



INVOICE

Rick VanDyne
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

June 19, 2024

Project No: 24070

Invoice No: 52858

Reimbursed at
100%

Invoice Total \$2,887.50

Project 24070

Bayview Residences-SM0005CDD-Saltleaf Marina

Please reference CEC Project and Invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from June 1, 2024 to June 30, 2024

Billing Group 01 Construction Staking Services
Fee

Total Fee 19,250.00

Percent Complete

35.00 Total Earned

6,737.50

Previous Fee Billing

3,850.00

Current Fee Billing

2,887.50

Total Fee

2,887.50

Total this Billing Group

\$2,887.50

Total this Invoice

\$2,887.50

Authorized
By:

A handwritten signature in black ink, appearing to read 'Richard Ewing', is written over a horizontal line.

Richard Ewing

Date:

6.20.24



COASTAL
ENGINEERING
CONSULTANTS
INC.

INVOICE

Rick VanDyne
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

July 24, 2024
Project No: 24070
Invoice No: 52959

Invoice Total \$1,925.00

Reimbursed at
100%

Project 24070 Bayview Residences-SM0005CDD-Saltleaf Marina
Please reference CEC Project and Invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from July 1, 2024 to July 31, 2024

Billing Group 01 Construction Staking Services

public portion only

Total Fee 19,250.00

Percent Complete

45.00

Total Earned

8,662.50

Previous Fee Billing

6,737.50

Current Fee Billing

1,925.00

Total Fee

1,925.00

Total this Billing Group

\$1,925.00

Total this Invoice

\$1,925.00

Authorized
By:

Date:

7-24-24

Richard Ewing



COASTAL
ENGINEERING
CONSULTANTS
INC.

INVOICE

Rick VanDyne
Saltleaf Marina Investments, LLC
2210 Vanderbilt Beach Rd., Ste. 1300
Naples, FL 34109

August 28, 2024

Project No:

24070

Invoice No:

53089

Invoice Total

\$962.50

Reimbursed at
100%

Project 24070

Bayview Residences-SM0005CDD-Saltleaf Marina

Please reference CEC Project and Invoice number on all correspondence. Thank you for the opportunity to be of service.

Professional Services from August 1, 2024 to August 31, 2024

Billing Group 01 Construction Staking Services
Fee

Total Fee 19,250.00

Percent Complete

50.00 Total Earned

9,625.00

Previous Fee Billing

8,662.50

Current Fee Billing

962.50

Total Fee

962.50

Total this Billing Group

\$962.50

Total this Invoice

\$962.50

Outstanding Invoices

Number

Date

Balance

52959

7/24/2024

1,925.00

Total

1,925.00

Total Now Due

~~\$2,887.50~~

Authorized
By:

Date:

8-29-24

Richard Ewing

November 13, 2024

Saltleaf Community Development District
c/o District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Work Product (Saltleaf Marina Investments)

Dear District Manager,

Pursuant to that certain *Acquisition Agreement*, dated April 14, 2024 ("**Acquisition Agreement**"), by and between the Saltleaf Community Development District ("**District**") and Saltleaf Marina Investments, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Work Product**" as described in **Exhibit A** attached hereto. As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds for the Work Product the eligible costs for the Work Product identified in **Exhibit A**. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.

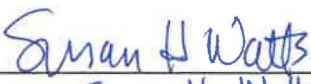
If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

**SALTLEAF COMMUNITY
DEVELOPMENT DISTRICT**

SALTLEAF MARINA INVESTMENTS, LLC


Name: Susan H. Watts
Title: Chair


By: Stephen Wilson
Its: Authorized Representative

EXHIBIT A
Description of Work Product (Saltleaf Marina Investments)

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Atwell, LLC	6/11/2024	349112	\$3,001.10	\$3,001.10	Offsite parking lot design and permitting - 100% CDD eligible
Atwell, LLC	6/12/2024	349523	\$2,550.00	\$2,550.00	Onsite marina and parking lot (public portion only) design and permitting - 100% CDD eligible
Atwell, LLC	9/9/2024	364716	\$212.00	\$212.00	Onsite marina and parking lot (public portion only) design and permitting - 100% CDD eligible
Coastal Engineering Consultants, Inc.	7/9/2024	52902	\$6,775.00	\$3,387.50	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
Coastal Engineering Consultants, Inc.	9/18/2024	53164	\$29,581.00	\$18,581.00	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
Coastal Engineering Consultants, Inc.	6/19/2024	52858	\$2,887.50	\$2,887.50	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	7/24/2024	52959	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	8/28/2024	53089	\$962.50	\$962.50	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
		TOTALS:	\$47,894.10	\$33,506.60	

CORPORATE DECLARATION REGARDING COSTS PAID
[WORK PRODUCT (SALTLEAF MARINA INVESTMENTS)]

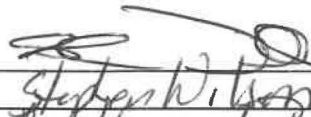
SALTLEAF MARINA INVESTMENTS, LLC, a Florida limited liability company ("**Developer**"), does hereby certify to the Saltleaf Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the Developer of certain lands within the District.
2. The District's *Amended & Restated Engineer's Report*, dated March 19, 2024 (together, "**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain work product that has been completed to date and states the amounts that Developer has spent on that work product. Developer hereby represents that no amounts are owed to contractors and no liens are on the property and related to the creation of the work product.
4. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 29th day of October, 2024.

SALTLEAF MARINA INVESTMENTS, LLC

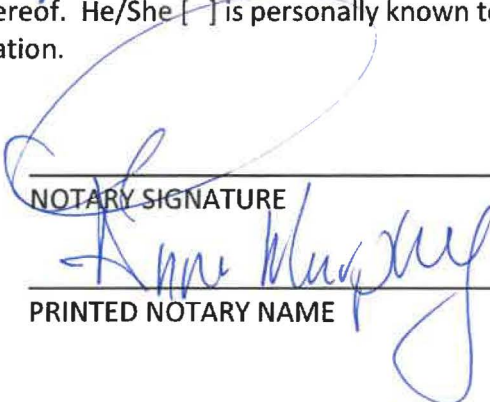
By: 
Its: Authorized Representative

STATE OF FLORIDA:
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of October, 2024, by Stephen Wilson, as Authorized Rep. of **Saltleaf Marina Investments, LLC**, a Florida limited liability company, on behalf thereof. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)




NOTARY SIGNATURE

PRINTED NOTARY NAME

Exhibit A – Description of Work Product (Saltleaf Marina Investments)

EXHIBIT A
Description of Work Product (Saltleaf Marina Investments)

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Atwell, LLC	6/11/2024	349112	\$3,001.10	\$3,001.10	Offsite parking lot design and permitting - 100% CDD eligible
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Coastal Engineering Consultants, Inc.	9/18/2024	53164	\$29,581.00	\$18,581.00	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
Coastal Engineering Consultants, Inc.	6/19/2024	52858	\$2,887.50	\$2,887.50	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
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Coastal Engineering Consultants, Inc.	8/28/2024	53089	\$962.50	\$962.50	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
		TOTALS:	\$47,894.10	\$33,506.60	

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT (LB RAPTOR INVESTMENTS)]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 30th day of OCTOBER, 2024, by Coastal Engineering Consultants, Inc., having a mailing address of 28421 Bonita Crossings Boulevard, Bonita Springs, Florida 34135 ("Professional"), in favor of the Saltleaf Community Development District ("District"), which is a local unit of special-purpose government situated in the Lee County, Florida, and having offices at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to certain *Agreement(s) for Professional Services*, and between Professional and Saltleaf Marina Investments, LLC, a Florida limited liability company ("**Developer**"), Professional has created certain work products, as described in **Exhibit A ("Work Product")**; and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

WHEREAS, Professional has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

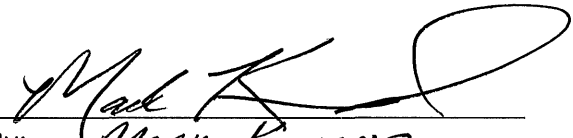
1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is or has acquired the Work Product constructed by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

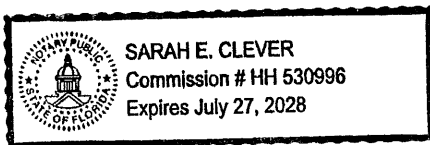
4. **EFFECTIVE DATE.** This Release shall take effect upon execution.

COASTAL ENGINEERING CONSULTANTS,
INC.


By: MARK KINCAID
Its: VP ENGINEERING

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 30th day of October, 2024, by
Mark Kincaid as V.P. Engineering of Coastal Engineering Consultants and
with authority to execute the foregoing on behalf of the entit(ies) identified above, and who
appeared before me this day in person, and who is either personally known to me, or produced
_____ as identification.



(NOTARY SEAL)


NOTARY PUBLIC, STATE OF Florida

Name: Sarah E. Clever
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
Description of Work Product (Saltleaf Marina Investments)

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Coastal Engineering Consultants, Inc.	7/9/2024	52902	\$6,775.00	\$3,387.50	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
Coastal Engineering Consultants, Inc.	9/18/2024	53164	\$29,581.00	\$18,581.00	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
Coastal Engineering Consultants, Inc.	6/19/2024	52858	\$2,887.50	\$2,887.50	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	7/24/2024	52959	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	8/28/2024	53089	\$962.50	\$962.50	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
		TOTALS:	\$42,131.00	\$27,743.50	

**DISTRICT ENGINEER'S CERTIFICATE
[WORK PRODUCT (SALTLEAF MARINA INVESTMENTS)]**

November 14, 2024

Board of Supervisors
Saltleaf Community Development District

Re: Acquisition of Work Product

Ladies and Gentlemen:

The undersigned is a representative of Barraco and Associates, Inc. ("**District Engineer**"), as District Engineer for the Saltleaf Community Development District ("**District**") and does Saltleaf Marina Investments, LLC ("**Developer**") of certain "**Work Product**" as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Work Product, including but not limited to certain invoices, plans, and other documents, as applicable.
2. The Work Product is within the scope of the District's capital improvement plan as set forth in the District's *Amended & Restated Engineer's Report*, dated March 28, 2024 (together, "**Engineer's Report**"), and specially benefits property within the District as further described in the Engineer's Report.
3. I am not aware of any defects in the Work Product.
4. The total costs associated with the Work Product are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Work Product, and (ii) the reasonable fair market value of the Work Product.
5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Work Product.

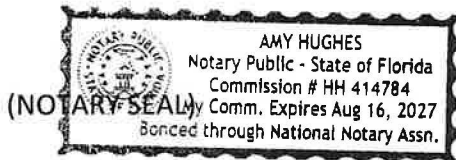
[CONTINUED ON NEXT PAGE]

BARRACO AND ASSOCIATES, INC.

CARL A. BARRACO
CARL A. BARRACO, P.E.
Florida Registration No. 38536
District Engineer

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 14 day of Nov, 2024, by
Carl A Barraco as President of
Barraco and Associates, and with authority to execute the
foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in
person, and who is either personally known to me, or produced _____ as
identification.



Amy Hughes
NOTARY PUBLIC, STATE OF FL
Name: Amy Hughes
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
Description of Work Product (Saltleaf Marina Investments)

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Atwell, LLC	6/11/2024	349112	\$3,001.10	\$3,001.10	Offsite parking lot design and permitting - 100% CDD eligible
Atwell, LLC	6/12/2024	349523	\$2,550.00	\$2,550.00	Onsite marina and parking lot (public portion only) design and permitting - 100% CDD eligible
Atwell, LLC	9/9/2024	364716	\$212.00	\$212.00	Onsite marina and parking lot (public portion only) design and permitting - 100% CDD eligible
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Coastal Engineering Consultants, Inc.	8/28/2024	53089	\$962.50	\$962.50	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
		TOTALS:	\$47,894.10	\$33,506.60	

BILL OF SALE AND LIMITED ASSIGNMENT
[WORK PRODUCT (SALTLEAF MARINA INVESTMENTS)]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 13 day of November, 2024, by and between **SALTLEAF MARINA INVESTMENTS, LLC**, a Florida limited liability partnership, with an address of 2210 Vanderbilt Beach Road, Suite 1300, Naples, Florida 34109 ("**Grantor**"), and for good and valuable consideration, to it paid by the **SALTLEAF COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the property (together, "**Property**") described below to have and to hold for Grantee's own use and benefit forever:

- a) All work product described in **Exhibit A**, and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the work product described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

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

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

SALTLEAF MARINA INVESTMENTS, LLC

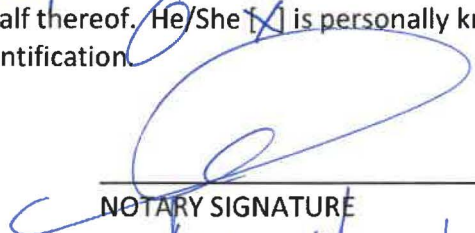

By: Stephen Wilson
Its: Authorized Representative

STATE OF FLORIDA:
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of October, 2024, by Stephen Wilson, as Auth. Rep. of **Saltleaf Marina Investments, LLC**, a Florida limited liability company, on behalf thereof. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)




NOTARY SIGNATURE

Anna Murphy
PRINTED NOTARY NAME

EXHIBIT A
Description of Work Product (Saltleaf Marina Investments)

Vendor	Date	Invoice No(s).	Invoice Amount	CDD Eligible	Notes
Atwell, LLC	6/11/2024	349112	\$3,001.10	\$3,001.10	Offsite parking lot design and permitting - 100% CDD eligible
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Coastal Engineering Consultants, Inc.	7/9/2024	52902	\$6,775.00	\$3,387.50	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
Coastal Engineering Consultants, Inc.	9/18/2024	53164	\$29,581.00	\$18,581.00	Marina design, permitting and construction - CDD eligibility varies by task - see invoice for details
Coastal Engineering Consultants, Inc.	6/19/2024	52858	\$2,887.50	\$2,887.50	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	7/24/2024	52959	\$1,925.00	\$1,925.00	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
Coastal Engineering Consultants, Inc.	8/28/2024	53089	\$962.50	\$962.50	Marina construction staking -100% CDD eligible (staking of public related infrastructure only)
		TOTALS:	\$47,894.10	\$33,506.60	

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 18,035	\$ -	\$ -	\$ 18,035
Investments				
Revenue	-	4,968	-	4,968
Reserve	-	2,219,735	-	2,219,735
Capitalized interest	-	2,738,679	-	2,738,679
Construction	-	-	12,810,913	12,810,913
Cost of issuance	-	43,902	-	43,902
Due from Landowner	9,198	-	-	9,198
Due from debt service fund	4,831	-	-	4,831
Due from other governments	15	-	-	15
Total assets	<u>\$ 32,079</u>	<u>\$ 5,007,284</u>	<u>\$12,810,913</u>	<u>\$ 17,850,276</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 20,696	\$ -	\$ -	\$ 20,696
Due to Landowner	4,500	4,830	-	9,330
Due to general fund	-	4,831	-	4,831
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>31,196</u>	<u>9,661</u>	<u>-</u>	<u>40,857</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>9,198</u>	<u>-</u>	<u>-</u>	<u>9,198</u>
Total deferred inflows of resources	<u>9,198</u>	<u>-</u>	<u>-</u>	<u>9,198</u>
Fund balances:				
Restricted for:				
Debt service	-	4,997,623	-	4,997,623
Capital projects	-	-	12,810,913	12,810,913
Unassigned	<u>(8,315)</u>	<u>-</u>	<u>-</u>	<u>(8,315)</u>
Total fund balances	<u>(8,315)</u>	<u>4,997,623</u>	<u>12,810,913</u>	<u>17,800,221</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 32,079</u>	<u>\$ 5,007,284</u>	<u>\$12,810,913</u>	<u>\$ 17,850,276</u>
Total liabilities and fund balances	<u>\$ 32,079</u>	<u>\$ 5,007,284</u>	<u>\$12,810,913</u>	<u>\$ 17,850,276</u>

**SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 12,727	\$ 85,878	\$ 217,123	40%
Total revenues	<u>12,727</u>	<u>85,878</u>	<u>217,123</u>	40%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	24,000	44,000	55%
Legal	4,006	9,627	25,000	39%
Engineering	-	-	10,000	0%
Audit	-	-	4,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	500	833	60%
Trustee*	-	-	5,500	0%
Telephone	17	100	200	50%
Postage	-	11	500	2%
Printing & binding	42	250	500	50%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	90	542	750	72%
Conservation area maintenance	-	41,000	96,500	42%
Conservation area bridges	-	-	20,000	0%
Website hosting & maintenance	-	-	705	0%
EMMA Software Services	-	2,500	-	N/A
Website ADA compliance	-	-	210	0%
Total expenditures	<u>8,238</u>	<u>83,905</u>	<u>217,123</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	4,489	1,973	-	
Net change in fund balances	4,489	1,973	-	
Fund balances - beginning	(12,804)	(10,288)	-	
Fund balances - ending	<u>\$ (8,315)</u>	<u>\$ (8,315)</u>	<u>\$ -</u>	

**SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 15,259	\$ 112,475
Total revenues	<u>15,259</u>	<u>112,475</u>
EXPENDITURES		
Interest	-	964,656
Total expenditures	<u>-</u>	<u>964,656</u>
Excess/(deficiency) of revenues over/(under) expenditures	15,259	(852,181)
Net change in fund balances	15,259	(852,181)
Fund balances - beginning	4,982,364	5,849,804
Fund balances - ending	<u><u>\$ 4,997,623</u></u>	<u><u>\$ 4,997,623</u></u>

**SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 39,671	\$ 301,714
Total revenues	<u>39,671</u>	<u>301,714</u>
EXPENDITURES		
Capital outlay	-	2,233,228
Total expenditures	<u>-</u>	<u>2,233,228</u>
Excess/(deficiency) of revenues over/(under) expenditures	39,671	(1,931,514)
Net change in fund balances	39,671	(1,931,514)
Fund balances - beginning	12,771,242	14,742,427
Fund balances - ending	<u>\$ 12,810,913</u>	<u>\$ 12,810,913</u>

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
SALTLEAF COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Saltleaf Community Development District held a Public Hearing, Regular Meeting and Audit Committee Meeting on September 13, 2024 at 3:00 p.m., at the Estero Community Church, 21115 Design Parc Ln., Estero, Florida 33928.

Present:

Craig Klingensmith	Vice Chair
Ray Piacente	Assistant Secretary
Brian Simper (via telephone)	Assistant Secretary
AJ Stamoulis	Assistant Secretary

Also present:

Chuck Adams	District Manager
Jere Earlywine (via telephone)	District Counsel
Frank Savage (via telephone)	Interim District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 3:02 p.m.

Supervisors Stamoulis, Klingensmith and Piacente were present. Supervisor Simper attended via telephone. Supervisor Watts was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

A. Proof/Affidavit of Publication

B. Consideration of Resolution 2024-16, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Adams presented Resolution 2024-16. He reviewed the proposed Fiscal Year 2025 budget, which is unchanged since last presented. This is a Landowner-funded budget with expenses funded as they are incurred.

Mr. Adams opened the Public Hearing.

No affected property owners or members of the public spoke.

Mr. Adams closed the Public Hearing.

On MOTION by Mr. Klingensmith and seconded by Mr. Piacente, with all in favor, Resolution 2024-16, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Fiscal Year 2024/2025 Budget Funding Agreement

Discussion ensued regarding an upcoming additional bond issuance, which anticipates Phase 2 and additional units, and whether budgetary adjustments would be necessary.

On MOTION by Mr. Piacente and seconded by Mr. Klingensmith, with all in favor, the Fiscal Year 2024/2025 Budget Funding Agreement, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services

A. Affidavit of Publication

B. RFQ Package

C. Respondents

I. Barraco and Associates, Inc.

II. Kimley-Horn & Associates, Inc.

D. Competitive Selection Criteria/Ranking

Mr. Adams discussed the respondents and noted that both are highly qualified; however, as the Interim District Engineer, Barraco and Associates, Inc. (Barraco) has familiarity with the project.

76 Mr. Stamoulis provided his scores and ranking, as follows:

77 #1 Barraco and Associates, Inc. 92 points

78 #2 Kimley-Horn & Associates, Inc. 82 points

79 Mr. Piacente provided his scores and ranking, as follows:

80 #1 Barraco and Associates, Inc. 92 points

81 #2 Kimley-Horn & Associates, Inc. 85 points

82 Mr. Klingensmith provided his scores and ranking, as follows:

83 #1 Barraco and Associates, Inc. 90 points

84 #2 Kimley-Horn & Associates, Inc. 83 points

85 Mr. Simper stated he accepts the rankings of the Board Members present.

86 **E. Award of Contract**

87 **On MOTION by Mr. Piacente and seconded by Mr. Stamoulis, with all in favor,**
88 **ranking Barraco and Associates, Inc., as the #1 ranked respondent to the RFQ**
89 **for Engineering Services, and awarding the Engineering Services contract to**
90 **Barraco and Associates, Inc., the #1 ranked respondent, was approved.**

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93 **SIXTH ORDER OF BUSINESS**

**Recess Regular Meeting/Commencement
of Audit Selection Committee Meeting**

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96 The Regular Meeting recessed and the Audit Selection Committee Meeting commenced.

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98 **SEVENTH ORDER OF BUSINESS**

**Review of Responses to Request for
Proposals (RFP) for Annual Audit Services**

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100

101 **A. Affidavit/Proof of Publication**

102 **B. RFP Package**

103 These items were included for informational purposes.

104 **C. Respondents**

105 **I. Berger, Toombs, Elam, Gaines & Frank**

106 Bid \$3,500, plus \$1,500 with bond issuance.

107 **II. DiBartolomeo, McBee, Hartley & Barnes, P.A.**

108 Bid \$3,800, \$4,200 and \$4,400 for the first, second and third years, respectively. The fee
109 for bond issuance is to be determined.

110 **III. Grau & Associates**

Bid \$4,400, \$4,500 and \$4,600 for the first, second and third years, respectively, plus \$1,500 with bond issuance.

Mr. Adams stated that District Management has worked with both Berger, Toombs, Elam, Gaines & Frank (BTEGF) and Grau & Associates (Grau). Both are qualified but both have experienced difficulty recently meeting deadlines due to staffing issues.

D. Auditor Evaluation Matrix/Ranking

Mr. Stamoulis scored and ranked the respondents, as follows:

#1	Berger, Toombs, Elam, Gaines & Frank	92 points
#2	DiBartolomeo, McBee, Hartley & Barnes, P.A.	82 points
#3	Grau & Associates	76 points

Mr. Piacente scored and ranked the respondents, as follows:

#1	Berger, Toombs, Elam, Gaines & Frank	98 points
#2	Grau & Associates	88 points
#3	DiBartolomeo, McBee, Hartley & Barnes, P.A.	85 points

Mr. Klingensmith scored and ranked the respondents, as follows:

#1	Berger, Toombs, Elam, Gaines & Frank	98 points
#2	DiBartolomeo, McBee, Hartley & Barnes, P.A.	94 points
#3	Grau & Associates	94 points

The consensus of the Audit Selection Committee was to rank BTEGF as the #1 ranked respondent.

EIGHTH ORDER OF BUSINESS

Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting

The Audit Selection Committee Meeting terminated and the Regular Meeting reconvened.

NINTH ORDER OF BUSINESS

Consider Recommendation of Audit Selection Committee

• Award of Contract

On MOTION by Mr. Stamoulis and seconded by Mr. Piacente, with all in favor, accepting the Audit Selection Committee ranking and recommendation to rank Berger, Toombs, Elam, Gaines & Frank as the #1 ranked respondent to the RFP for Annual Audit Services, as the Board's own, and awarding the Annual Audit

Services contract to Berger, Toombs, Elam, Gaines & Frank, the #1 ranked respondent, was approved.

TENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of July 31, 2024**

Mr. Adams presented the Unaudited Financial Statements as of July 31, 2024.

The financials were accepted.

ELEVENTH ORDER OF BUSINESS**Approval of August 9, 2024 Regular
Meeting Minutes**

On MOTION by Mr. Piacente and seconded by Mr. Klingensmith, with all in favor, the August 9, 2024 Regular Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP****B. District Engineer (Interim): Barraco and Associates, Inc.**

Going forward, “(Interim)” will be removed from this heading.

There were no District Counsel or District Engineer reports.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: October 11, 2024 at 3:00 PM**

THIRTEENTH ORDER OF BUSINESS**Board Members’ Comments/Requests**

There were no Board Members’ comments or requests.

FOURTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Piacente and seconded by Mr. Stamoulis, with all in favor, the meeting adjourned at 3:27 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

SALTLEAF

COMMUNITY DEVELOPMENT DISTRICT

**STAFF
REPORTS**

SALTLEAF COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Estero Community Church, 21115 Design Parc Ln., Estero, Florida 33928</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2024 CANCELED	Regular Meeting	3:00 PM
November 8, 2024 CANCELED	Regular Meeting	3:00 PM
December 13, 2024 CANCELED	Regular Meeting	3:00 PM
January 10, 2025 CANCELED	Regular Meeting	3:00 PM
February 14, 2025 CANCELED	Regular Meeting	3:00 PM
March 14, 2025 CANCELED	Regular Meeting	3:00 PM
April 11, 2025 CANCELED	Regular Meeting	3:00 PM
May 9, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	3:00 PM
June 13, 2025	Regular Meeting	3:00 PM
July 11, 2025	Regular Meeting	3:00 PM
August 8, 2025	Regular Meeting	3:00 PM
September 12, 2025	Regular Meeting	3:00 PM