

FALLSCHASE

COMMUNITY DEVELOPMENT DISTRICT

March 1, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

February 22, 2021

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

Board of Supervisors
 Fallschase Community Development District

Dear Board Members:

The Board of Supervisors of the Fallschase Community Development District will hold a Special Meeting on March 1, 2021 at 9:00 a.m., at 2810 Remington Green Circle, Tallahassee, Florida 32308. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consent Agenda Items
 - A. Acceptance of Unaudited Financial Statements as of January 31, 2021
 - B. Approval of August 31, 2020 Virtual Public Hearing and Regular Meeting Minutes
4. Consideration of Resolution 2021-01, Designating a Date, Time, and Location for a Landowners' Meeting of the District, and Providing for an Effective Date [Seats 1, 2 & 3]
5. Consideration of Acquisition Agreement (2021 Bonds)
6. Consideration of Acquisition Package Related to A Portion of the District's Capital Improvement Plan
7. Staff Reports
 - A. Attorney: *van Assenderp Law*
 - B. Engineer: *Moore Bass Consulting, Inc.*
 - C. Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: April 5, 2021 at 11:00 AM

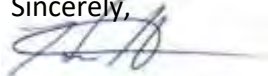
○ QUORUM CHECK

William Lamb	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Jeff Phipps	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Lewis Singletary	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Rick Singletary	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Richard Yates	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

8. Audience Comments/Supervisors' Requests
9. Adjournment

Should you have any questions and/or concerns, please feel free to contact me at 904-386-0186.

Sincerely,



Howard McGaffney
District Manager

FOR VIRTUAL PARTICIPATION:

VIA COMPUTER

<https://zoom.us/j/2043596216>

MEETING ID: 204 359 6216

OR

VIA PHONE

CALL-IN NUMBER: 1-929-205-6099

MEETING ID: 204 359 6216

FALLSCHASE

COMMUNITY DEVELOPMENT DISTRICT

3A

**FALLSCHASE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2021**

**FALLSCHASE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
JANUARY 31, 2021**

	Major Funds General	Total Governmental Funds
ASSETS		
Cash	\$ 11,438	\$ 11,438
Due from Developer	6,175	6,175
Total assets	\$ 17,613	\$ 17,613
 LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 6,175	\$ 6,175
Due to Developer	4,179	4,179
Total liabilities	10,354	10,354
 DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	6,175	6,175
Total deferred inflows of resources	6,175	6,175
 Fund balances:		
Unassigned	1,084	1,084
Total fund balances	1,084	1,084
 Total liabilities, deferred inflows of resources & fund balances	 \$ 17,613	 \$ 17,613

**FALLSCHASE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2021**

	Current Month	Year to Date	Adopted Budget	% of Budget
REVENUES				
Developer contribution	\$ -	\$ 7,541	\$ 66,699	11%
Interest	1	4	-	N/A
Total revenues	<u>1</u>	<u>7,545</u>	<u>66,699</u>	11%
EXPENDITURES				
Supervisors	-	-	6,000	0%
FICA	-	-	459	0%
Management/accounting/recording	2,000	8,000	24,000	33%
Legal	-	-	9,000	0%
Engineering	-	-	3,500	0%
Audit	-	-	5,100	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	-	-	1,000	0%
Trustee	-	-	6,500	0%
Telephone	17	67	200	34%
Postage	-	-	600	0%
Printing & binding	42	167	500	33%
Legal advertising	-	-	1,200	0%
Annual district filing fee	-	-	175	0%
Insurance	-	6,188	6,400	97%
Contingencies	-	-	400	0%
ADA website compliance	-	-	210	0%
Website	-	705	705	100%
Total expenditures	<u>2,059</u>	<u>15,127</u>	<u>66,699</u>	23%
Excess/(deficiency) of revenues over/(under) expenditures	(2,058)	(7,582)	-	
Fund balance - beginning	3,142	8,666	-	
Fund balance - ending	<u>\$ 1,084</u>	<u>\$ 1,084</u>	<u>\$ -</u>	

FALLSCHASE

COMMUNITY DEVELOPMENT DISTRICT

3B

DRAFT

**MINUTES OF MEETING
FALLSCHASE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Fallschase Community Development District held a Virtual Public Hearing and Regular Meeting on August 31, 2020 at 11:00 a.m., at <https://zoom.us/j/2043596216>, and 1-929-205-6099, Meeting ID 204 359 6216, for both.

Present at the meeting were:

Richard Yates	Chair
Rick Singletary	Vice Chair
Lewis Singletary	Assistant Secretary
Jeff Phipps	Assistant Secretary
William Lamb	Assistant Secretary

Also present were:

Howard McGaffney	District Manager
Ken van Assenderp	District Counsel
Roger Wynn	District Engineer
Eddie Bass	District Engineer
Max Beverly	Landowner Representative

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. McGaffney called the meeting to order at 11:06 a.m. All Supervisors were present.

In consideration of the COVID-19 pandemic, this meeting was being held virtually, via Zoom, and telephonically, as permitted under the Florida Governor’s Executive Orders, which allow local governmental public meetings to occur by means of communications media technology, including virtually and telephonically. The meeting was advertised to be held virtually and telephonically and the meeting agenda was posted on the District’s website.

SECOND ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

39 **THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2020/2021 Budget**

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42 **A. Proof /Affidavit of Publication**

43 The proof of publication was included for informational purposes.

44 **B. Consideration of Resolution 2020-06, Relating to the Annual Appropriations and**
45 **Adopting the Budget for the Fiscal Year Beginning October 1, 2020, and Ending**
46 **September 30, 2021; Authorizing Budget Amendments; and Providing an Effective**
47 **Date**

48 Mr. McGaffney reviewed the proposed Fiscal Year 2021 budget highlighting line item
49 increases, decreases and adjustments, compared to the Fiscal Year 2020 budget, and explained
50 the reasons.

51

52 **On MOTION by Mr. Rick Singletary and seconded by Mr. Lamb, with all in**
53 **favor, the Public Hearing was opened.**

54
55

56 No members of the public spoke.

57

58 **On MOTION by Mr. Rick Singletary and seconded by Mr. Lewis Singletary, with**
59 **all in favor, the Public Hearing was closed.**

60
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62 Mr. McGaffney presented Resolution 2020-06.

63

64 **On MOTION by Mr. Lamb and seconded by Mr. Rick Singletary, with all in**
65 **favor, Resolution 2020-06, Relating to the Annual Appropriations and Adopting**
66 **the Budget for the Fiscal Year Beginning October 1, 2020, and Ending**
67 **September 30, 2021; Authorizing Budget Amendments; and Providing an**
68 **Effective Date, was adopted.**

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70

71 **FOURTH ORDER OF BUSINESS**

**Consideration of Landowners' Funding
Agreement**

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73

74 Mr. McGaffney presented the Landowners’ Funding Agreement.

75

76 **On MOTION by Mr. Lewis Singletary and seconded by Mr. Rick Singletary, with**
77 **all in favor, the Landowners’ Funding Agreement, was approved.**

78

79

80 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-07,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2020/2021 and Providing for an Effective
Date**

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87 Mr. McGaffney presented Resolution 2020-07.

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89 **On MOTION by Mr. Lamb and seconded by Mr. Lewis Singletary, with all in**
90 **favor, Resolution 2020-07, Designating Dates, Times and Locations for Regular**
91 **Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021**
92 **and Providing for an Effective Date, was adopted.**

93

94

95 **SIXTH ORDER OF BUSINESS**

Consent Agenda Items

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97 Mr. McGaffney presented the Consent Agenda Items.

98 **A. Acceptance of Unaudited Financial Statements as of July 31, 2020**

99 **B. Approval of June 8, 2020 Virtual Public Meeting Minutes**

100 The following changes were made:

101 Line 174: Change “track” to “contract”

102 Line 177: Remove “County Representative,”

103

104 **On MOTION by Mr. Phipps and seconded by Mr. Rick Singletary, with all in**
105 **favor, the Consent Agenda Items, as amended, were accepted and approved.**

106

107

108 **SEVENTH ORDER OF BUSINESS**

Staff Reports

109

110 **A. Attorney: *van Assenderp Law***

111 Mr. van Assenderp stated that the petition with the County to contract the District's
112 boundaries was still on hold; revisions to legal descriptions and signatures were pending.

113 **B. Engineer: *Moore Bass Consulting, Inc.***

114 Mr. Wynn stated that several permits were issued; substantial construction was
115 completed on Phase 1 and construction had begun on Phases 2 and 3. Mr. van Assenderp
116 asked if the construction described was infrastructure. Mr. Wynn responded affirmatively and
117 stated that the infrastructure included roads, drainage and the storm water facility. Mr. van
118 Assenderp asked when monitoring and periodic reports on construction materials and
119 construction procedures would begin. Mr. Wynn stated that reporting, monitoring and
120 inspections were underway; reports would be provided to the Chair and the District Manager.

121 **C. Manager: *Wrathell, Hunt and Associates, LLC***

122 There being nothing additional to report, the next item followed.

123

124 **EIGHTH ORDER OF BUSINESS**

**Audience Comments/Supervisors
Requests**

125

126

127 There being no audience comments or Supervisors' requests, the next item followed.

128

129 **NINTH ORDER OF BUSINESS**

Adjournment

130

131 There being nothing further to discuss, the meeting adjourned.

132

133 **On MOTION by Mr. Rick Singletary and seconded by Mr. Lewis Singletary, with**
134 **all in favor, the meeting adjourned at 11:27 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

FALLSCHASE

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2021-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF FALLSCHASE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE,
TIME, AND LOCATION FOR A LANDOWNERS' MEETING OF THE
DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of Leon County Ordinance No. 97-18 creating the District (the "Ordinance") is October 23, 1997; and

WHEREAS, the District is statutorily required to hold the next meeting of the landowners of the District for the purpose of electing supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

SECTION 1. In accordance with section 190.006(2)(b), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the ___ day of November 2021, at _____ a.m./p.m., located at 2810 Remington Green Circle, Tallahassee, Florida 32308.

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's regular meeting held the 1st day of March, 2021. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at 2810 Remington Green Circle, Tallahassee, Florida 32308 or at the office of the District Manager, Wrathell, Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

PASSED AND ADOPTED this 1st day of March, 2021.

ATTEST:

**FALLSCHASE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November __, 2021**

TIME: _____ **A.M./P.M.**

LOCATION: **2810 Remington Green Circle, Tallahassee, Florida 32308**

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The remaining candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more

than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT
LEON COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2021**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Fallschase Community Development District to be held at ____ a.m./p.m., on November __, 2021 at 2810 Remington Green Circle, Tallahassee, Florida 32308 and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2016), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT
LEON COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2021

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the remaining candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Fallschase Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

NAME OF CANDIDATE	NUMBER OF VOTES
1. _____	_____
2. _____	_____
3. _____	_____

Date: _____

Signed: _____

Printed Name: _____

FALLSCHASE

COMMUNITY DEVELOPMENT DISTRICT

5

**ACQUISITION AGREEMENT
(2021 BONDS)**

THIS ACQUISITION AGREEMENT (2021 BONDS) (“Agreement”) is made and entered into, by and between:

FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Leon County, FL, whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (“**District**”); and

RMDC, INC., a Florida corporation and landowner in the District, with a mailing address of P.O. Box 15887, Tallahassee, FL 32317 (together with its permitted successors and assigns, “**Developer**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Leon County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities, recreational improvements, landscaping, hardscape, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the primary owner of certain lands in Leon County, Florida (“**County**”), located within the boundaries of the District; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “2021 Project” (herein, the “**Project**”) and as detailed in the *Engineer’s Supplemental Report – 2021 Bond Issuance*, dated _____, 2021 (“**Engineer’s Report**”), attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance all or a portion of the Project through the use of proceeds from its \$_____ *Special Assessment Bonds, Series 2021* (“**Bonds**”); and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii) construction and/or installation of the improvements comprising the Project (“**Improvements**”); and

WHEREAS, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("**Real Property**") and in order to ensure the timely provision of the infrastructure and development.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

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

2. ADVANCED FUNDING. Prior to the issuance of the Bonds, the Developer may elect to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Project. If the Developer so elects, the Developer will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The funds ("**Advanced Funds**") shall be placed in the District's depository as determined by the District and shall be repaid to the Developer solely from available proceeds of the Bonds, subject to the terms of this Agreement. The District shall individually account for costs incurred and Advanced Funds expended in connection with the Project.

3. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an "**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

- a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.
- b. ***Costs*** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall

review all evidence of cost and shall certify to the District's Board of Supervisors ("**Board**") whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("**Trustee**").

- c. **Conveyances on "As Is" Basis.** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. Notwithstanding anything to the contrary herein, the Grantor retains the right and an irrevocable and perpetual license to sue, enforce, sue upon, make claim under and upon, and other exercise of all right and remedies of the District related to or arising from the Improvements and Work Product and any interests otherwise assigned, transferred or conveyed hereunder. The parties agree to cooperate in the exercise of such rights, and the Developer agrees to use best efforts not to exercise such rights in a manner which in the reasonable judgment of District: (1) would be detrimental to the interests of the District in the Improvements and/or Work Product in any material respect and (2) such detrimental effect(s) cannot be reasonably avoided, remedied, or mitigated by District. To the extent Developer is hindered by any such determination of District made under, and limited to, this Section 3 from exercising any rights or remedies with respect to the Improvements and/or Work Product due to assignments, transfers and conveyance, District hereby waives and releases the Developer from all claims of any nature arising out of or relating to the Improvements and Work Product.
- d. **Right to Rely on Work Product and Releases** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. **Transfers to Third Party Governments; Payment for Transferred Property** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the District and the Developer agree that it can be difficult to timely effect the turnover of infrastructure from the Developer to the District and then to a third-party

governmental entity, and, accordingly, the District and the Developer recognize and agree that the parties shall make reasonable efforts to transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement. Regardless, and subject to the terms of this Agreement, the District has the obligation to acquire all such Work Product and/or Improvements described in the Engineer's Report that is intended to be turned over to a third party governmental entity, and, in the event that the Developer transfers any such Work Product and/or Improvements to a third party governmental entity prior to the District's acquisition of the Work Product and/or Improvements, the District shall be obligated to pay for such Work Product and/or Improvements, subject to the terms of this Agreement, and subject to ensuring that such acquisition and payment would not affect the tax-exempt status of the District's Bonds.

- f. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications 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.

4. CONVEYANCE OF REAL PROPERTY. The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other

interest in the lands upon which the Improvements are constructed as the District deems acceptable.

- c. **Developer Reservation** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District’s use, occupation or enjoyment thereof.
- d. **Fees, Taxes, Title Insurance** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of any Real Property upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner’s title insurance policy or other evidence of title in a form satisfactory to the District.
- e. **Boundary Adjustments** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer’s ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

5. TAXES, ASSESSMENTS, AND COSTS.

- a. **Taxes and Assessments on Property Being Acquired.** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
 - i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

b. **Notice.** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

c. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

6. **ACQUISITIONS AND BOND PROCEEDS.** In the event that the District has bond proceeds available from the Bonds to pay for any portion of the Project acquired by the District, or any Advanced Funds, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, or reimbursable Advanced Funds, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or is in default under any agreements between the Developer and the District. Further, in the event the District's bond counsel determines that any such acquisitions or payments for Advanced Funds are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such acquisitions, or Advanced Funds. Interest shall not accrue on any amounts owed for any acquisitions, or Advanced Funds. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and Advanced Funds, and, thus does not make payment to the Developer for any unfunded acquisitions, or any unreimbursed Advanced Funds, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions, or unreimbursed Advanced Funds. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

7. **CONTRIBUTIONS.** [RESERVED.]

8. IMPACT FEE CREDITS. [RESERVED.]

9. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the CIP in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

10. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

13. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

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

16. ASSIGNMENT. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lake County, Florida.

18. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

20. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the parties below execute the *Acquisition Agreement (2021 Bonds)* to be effective as of the ___ day of _____, 2021.

FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Its: _____

RMDC, INC.

By: _____
Its: _____

Exhibit A: *Engineer's Supplemental Report – 2021 Bond Issuance, dated _____, 2021*

EXHIBIT A

DRAFT

FALLSCHASE

COMMUNITY DEVELOPMENT DISTRICT

6

February 22, 2021

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

Re: Fallschase Community Development District
Acquisition of the Fallschase Community Development District Improvements

Dear Mr. McGaffney:

RMDC, Inc. (the “Developer”) has completed and wishes to sell to the District certain improvements, which improvements are more particularly set forth in the Engineer’s Report (defined below) (the “Improvements”). The Developer wishes to convey the Improvements, which were included in the District’s *Engineer’s Report*, dated April 23, 2007, and is likewise expected to be addressed in the *Supplemental Engineer’s Report for the Fallschase 2021 Bonds* (collectively, the “Engineer’s Report”) to the District in exchange for the payment of \$10,634,742.12 representing the actual cost of constructing the Improvements. At the appropriate time, please have the funds made payable to RMDC, Inc.

Sincerely,

RMDC, Inc.

cc: Ken van Assenderp, District Counsel
Roger Wynn, District Engineer

Exhibit A

Identification of Improvements

RMDC, Inc. constructed and/or caused to be completed in and for the Fallschase Community Development District, the following improvements all located on portions of the real property described as follows:

Phase 1, 2 and 3 Infrastructure Project and Amenity/Common Area Site Work Construction

All Improvements are as contemplated by the Engineer's Report and as more generally identified in the chart below:

Contractor	Contract/Invoice	Date	Amount
Longleaf Construction Services, LLC	See attached agreement and pay applications	/2021	\$10,634,742.12
Moore Bass Consulting Inc. (work product related to engineering plans for Project)	Engineering Services Agreement, invoice Fallschase Residential Job No. T2418.0006	/2021	\$

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF LEON

I, Max Beverly, as Vice President of RMDC, Inc., a Florida corporation, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Max Beverly, and I am Vice President of RMDC, Inc. (the “Developer”). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Fallschase Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“District”).
4. The District’s *Engineer’s Report*, dated April 27, 2007 as supplemented by the *Supplemental Engineer’s Report for the District’s 2021 Bonds*, dated _____ (collectively, the “Engineer’s Report”) describes certain public infrastructure improvements and/or 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*, (“Improvements”).
5. Pursuant to contracts in place between Developer and certain contractors, engineers and construction related professionals, as may be more particularly identified on the attached **Exhibit A**, Developer has expended funds to develop the Improvements that are included and described in the Engineer’s Report and are part of the District’s capital improvement plan. The attached **Exhibit A** accurately identifies the completed Improvements and states, at least in part, the amounts that Developer has spent on the completed improvements. No money is owed to any contractors or subcontractors for any work performed on the completed Improvements.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed Improvements that Developer has developed consistent with the Engineer’s Report.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed this ____ day of _____, 2021.

RMDC, Inc., a Florida corporation

By: Max Beverly
Its: Vice President

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Max Beverly, as Vice President of RMDC, Inc., on its behalf. He/She [] is personally known to me or [] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

Exhibit A

Identification of Improvements

RMDC, Inc. constructed and/or caused to be completed in and for the Fallschase Community Development District, the following improvements all located on portions of the real property described as follows:

Phase 1, 2 and 3 Infrastructure Project and Amenity/Common Area Site Work Construction

All Improvements are as contemplated by the Engineer's Report and as more generally identified in the chart below:

Contractor	Contract/Invoice	Date	Amount
Longleaf Construction Services, LLC	See attached agreement and pay applications	/2021	\$10,634,742.12
Moore Bass Consulting Inc. (work product related to engineering plans for Project)	Engineering Services Agreement, invoice Fallschase Residential Job No. T2418.0006	/2021	\$

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND
THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR
THE CONSTRUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ___ day of _____, 2021, by Longleaf Construction Services, a Limited Liability Company, whose address is Post Office Box 3076, Thomasville, Georgia 31799 (“Contractor”), in favor of the **FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in Leon County, Florida, and having offices located at c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the “Improvements”) for RMDC, Inc., developer of lands within the District (the “Developer”). A copy of the contract(s) for the construction of said Improvements is attached as **Composite Exhibit A** (“Construction Contract”). The Improvements constructed and acquired are more generally described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit A**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

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

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit B** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit B**, 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. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B**.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

LONGLEAF CONSTRUCTION
SERVICES, LLC, a Limited Liability
Company

[print name]

[print name]

By: _____
Its: _____

DRAFT

EXHIBIT A
CONTRACTS FOR CONSTRUCTION

DRAFT

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT
FALLCHASE SITE CONSTRUCTION
PHASES 1, 2, AND 3
TALLAHASSEE, FL**

This Agreement is by and between **RMDC, Inc.** ("Owner") and **Longleaf Construction Services, LLC** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Phase 1, 2 and 3 Infrastructure Project and Amenity / Common Area Construction for Development.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Roger Wynn of Moore Bass Consulting, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Moore Bass Consulting, Inc.**

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **April 30, 2021** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **May 15, 2021.**

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) in accordance with the unit pricing provided in the Contractor's Bid, plus a fixed fee of \$10,634,742.12 (Ten Million, Six Hundred Thirty Four Thousand, Seven Hundred Forty Two Dollars and 12 cents).
 - B. For all Work, including additions or changes to the Work, payment shall be made in accordance with the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit an Application for Payment upon final completion and acceptance of the Work as set forth in Section 6.03. The Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
- A. There shall be no progress payments; an Application for Payment shall be submitted as specified in Section 6.01, herein.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and subject to final acceptance and review, as may be required, by Leon County, the City of Tallahassee and/or the local utility provider, as applicable, Owner shall pay the Contract Price, subject to any offsets available to the Owner, as recommended by the Engineer and in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment unless Contractor submits written consent of the surety, if any, to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of 1% percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

- 7.01 *Contents*
- A. The Contract Documents consist of all of the following:
 1. This Agreement as modified herein.
 2. General Conditions as modified therein.
 3. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions.

4. Drawings or documents (not attached but incorporated by reference and with each sheet bearing the general title and page number).
 - a. Moore Bass Plans Phase I is 35 pages, II is 30 pages and III is 65 pages.
 - a. Fallschase SWMF Drainage Outfall Structures, consisting of 6 pages.
 - b. Fallschase Retaining Walls, consisting of 4 pages.
 - c. Schedule of Values and Application and Certificate for Payment (AIA), consisting of 3 pages.
5. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (**Exhibit A**)
6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. ~~In order to~~ induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.
13. Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment and labor necessary to complete the services required of Contractor under this Contract and Contractor has sufficient experience and competence to perform the Work under the Contract.
14. Contractor is authorized to do business in the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), and/or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Terms*

- A. Terms used in the Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions unless otherwise stated herein.

9.02 *Assignment of Contract*

- A. Contractor agrees that it shall not be allowed to assign any rights under or interest in this Contract without the written consent of the Owner; and, specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. Contractor acknowledges and agrees that the Owner shall be permitted to assign all rights under or interest in the Contract, including to applicable warranties, without written consent

by the Contractor, to Leon County, the City of Tallahassee, and/or the ~~Fallschase~~ Community Development District or another governmental entity, as applicable.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.05 *Assignment of Warranties and Acquisition of Work*

- A. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material suppliers' and/or subcontractors' consent to assign said warranties to Owner. Such warranties shall further be assignable to Leon County, the City of Tallahassee and/or the ~~Fallschase~~ Community Development District and associated utilities, as may be necessary.
- B. Contractor understands and acknowledges that the Owner intends to convey some or all of the improvements completed hereunder to the ~~Fallschase~~ Community Development District and/or other governmental entities, and agrees to cooperate in assigning any applicable warranties to the entity or entities taking ownership of the improvements constructed hereunder, and in obtaining any necessary lien releases, affidavits, or other documentation or agreements related to said conveyance.

9.06 *Construction Defects*

- A. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.07 *Restriction on Removal of Fill Dirt from Work Site*

- A. Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the consent of the Owner.

9.10 *Counterparts; Electronic Signatures*

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **December 20, 2019** (which is the Effective Date of the Contract).

Owner:
RMDC, Inc.
(typed or printed name of organization)
By: _____
(individual's signature)
Date: _____
(date signed)
Name: _____
(typed or printed)
Title: _____
(typed or printed)

Contractor:
Longleaf Construction Services, LLC
(typed or printed name of organization)
By: _____
(individual's signature)
Date: _____
(date signed)
Name: _____
(typed or printed)
Title: _____
(typed or printed)

Attest: _____
(individual's signature)
Title: _____
(typed or printed)

Attest: _____
(individual's signature)
Title: _____
(typed or printed)

Address for giving notices:
P.O. Box 15887
Tallahassee, FL 32317

Address for giving notices:
P.O. BOX 3076
Thomasville, GA 31799

Designated Representative:
Name: Darin Foy
(typed or printed)
Title: Project Manager
(typed or printed)
Address:
389 Chastain Cr.
Richmond Hill, GA 31324
Phone: 229-558-0740
Email: Nirad0514@gmail.com

Designated Representative:
Name: Dean Uccardi
(typed or printed)
Title: Site Manager
(typed or printed)
Address:
4898 Belfast Keller Rd.
Richmond Hill, GA 31324
Phone: 912-507-8285
Email: duccardi@gmail.com

EXHIBIT B
Identification of Improvements

RMDC, Inc. constructed and/or caused to be completed in and for the Fallschase Community Development District, the following improvements all located on portions of the real property described as follows:

Phase 1, 2 and 3 Infrastructure Project and Amenity/Common Area Site Work Construction

All Improvements are as contemplated by the Engineer's Report and as more generally identified in the chart below:

Contractor	Contract/Invoice	Date	Amount
Longleaf Construction Services, LLC	See attached agreement and pay applications	/2021	\$10,634,742.12
Moore Bass Consulting Inc. (work product related to engineering plans for Project)	Engineering Services Agreement, invoice _____ Fallschase Residential Job No. T2418.0006	/2021	\$ _____

WARRANTY, ASSIGNMENT OF RIGHTS AND RELEASE OF RESTRICTIONS ON THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE AGREEMENT FOR CONSTRUCTION SERVICES

THIS WARRANTY, ASSIGNMENT AND RELEASE is made the ___ day of _____, 2021, by **Longleaf Construction Services, LLC**, a Limited Liability Company whose address is Post Office Box 3076, Thomasville, Georgia 31799, ("Contractor"), in favor of the **FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT** ("District"), which is a local unit of special-purpose government situated in Leon County, Florida, and having offices located at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by the District, the receipt and sufficiency of which are hereby acknowledged by the Professional.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Contractor has provided for the construction and/or installation of certain infrastructure improvements for RMDC, Inc., a landowner within the District ("Landowner"). An outline of the scope of services provided by Contractor is attached as **Exhibit A** ("Improvements").

SECTION 2. TRANSFER OF IMPROVEMENTS. Contractor acknowledges that the District anticipates it will acquire the Improvements from Landowner, and thereby secure unrestricted rights to use and own the same for any and all purposes, including the purposes for which it was intended.

SECTION 3. WARRANTY. Contractor hereby expressly guarantees that the Improvements identified in **Exhibit A** are fit for any and all purposes, including the purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Contractor for the Improvements under Florida Statutes or case law, or to exclude any implied warranties and responsibilities. Any available implied or express warranties are hereby transferred to the District.

SECTION 4. RELEASES. Contractor confirms the release of all restrictions upon the District's right to use and rely upon the Improvements for any and all purposes, including the purposes for which it is intended. Contractor hereby affirmatively agrees that the Improvements identified in **Exhibit A** are free of all claims, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor hereby further acknowledges it has been paid at least \$10,635,141.91 for the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Landowner and/or the District

for the Improvements identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty, Assignment and Release shall take effect upon execution.

ATTEST

LONGLEAF CONSTRUCTION
SERVICES, LLC, a Limited Liability
Company

[print name]

By: _____
Its: _____

[print name]

DRAFT

EXHIBIT A

Fallschase CDD Improvements		
Payee	Estimated Plan Value	Remarks
Improvement Description		
Longleaf Construction Services, LLC construction agreement with RMDC, Inc and the improvements specified therein	See attached agreement and pay applications	/2021

DRAFT

WARRANTY, ASSIGNMENT OF RIGHTS AND RELEASE OF RESTRICTIONS ON THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE AGREEMENT FOR PROFESSIONAL SERVICES

THIS WARRANTY, ASSIGNMENT AND RELEASE is made the ___ day of _____, 2021, by **Moore Bass Consulting, Inc.**, a Florida Corporation whose address is 805 N Gadsden Street, Tallahassee, FL 32303, ("Professional"), in favor of the **FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT** ("District"), which is a local unit of special-purpose government situated in Leon County, Florida, and having offices located at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by the District, the receipt and sufficiency of which are hereby acknowledged by the Professional.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction and/or installation of certain infrastructure improvements for RMDC, Inc., a landowner within the District ("Landowner"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("Work Product").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the District anticipates it will acquire the Work Product from Landowner, and thereby secure unrestricted rights to use and rely upon the same for any and all purposes, including the purposes for which it was intended.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for any and all purposes, including the purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

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

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional hereby further acknowledges it has been paid at least \$_____ for the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of

lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty, Assignment and Release shall take effect upon execution.

ATTEST

Moore Bass Consulting, Inc.

[print name]

By: _____
Its: _____

[print name]

DRAFT

EXHIBIT A

Fallschase CDD Improvements		
Payee	Estimated Plan Value	Remarks
Work Product Description		
Fallschase Residential Job No. T2418.0006		/2021

DRAFT

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **RMDC, Inc.**, a Florida corporation, whose mailing address is P.O. Box 15887, Tallahassee, Florida 32317 (the “**Seller**”), and in consideration of the sums set forth in the exhibits attached hereto and for other valuable consideration, to it paid by the **FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, *Florida Statutes*, whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components, now a part of the property constructed in and for the District, all located on portions of the real property described in the property description and in the attached **Composite Exhibit A**.

Infrastructure, including but not limited to all plants, trees, timber, shrubbery, and other landscaping and plantings, now a part of the property constructed in and for the District, all located on portions of the real property described in the property description and as more particularly described in **Composite Exhibit A** attached hereto.

All roadways, including earthwork, roadbed, surfacing, curb, and drainage systems, as well as signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements, now a part of the property (but not including any gates or gate-operating mechanisms and related components), now a part of the property constructed in and for the District, all located on portions of the real property described in the property description and as more particularly described in **Composite Exhibit A** attached hereto.

All sewer main, water main and related infrastructure improvements now a part of the property constructed in and for the District, all located on portions of the real property described in the property description and as more particularly described in **Composite Exhibit A** attached hereto.

All conservation open spaces, parks, recreational spaces, trails and related

improvements now a part of the property constructed in and for the District, all located on portions of the real property described in the property description and as more particularly described in **Composite Exhibit A** attached hereto.

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

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

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this ____ day of _____, 2021.

RMDC, INC., a Florida corporation

By: _____
Its: _____

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of RMDC, Inc., on its behalf. He/She [] is personally known to me or [] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

Composite Exhibit A – Identification of Improvements

Identification of Improvements – Stormwater Management

RMDC, Inc. constructed and/or caused to be completed in and for the Fallschase Community Development District, the following improvements all located on portions of the real property described as follows: Stormwater related improvements, as more particularly identified in the pay application attached hereto located in _____ [need a way to identify what/where these improvements are location].

Identification of Improvements – Landscaping/Irrigation

RMDC, Inc. constructed and/or caused to be completed in and for the Fallschase Community Development District, the following improvements all located on portions of the real property described as follows: Landscaping/irrigation improvements, as more particularly identified in the pay application attached hereto and located in _____ [need a way to identify what/where these improvements are location].

Identification of Improvements – Roadways

RMDC, Inc. constructed and/or caused to be completed in and for the Fallschase Community Development District, the following improvements all located on portions of the real property described as follows: Roadway improvements, , as more particularly identified in the pay application attached hereto located in _____ [need a way to identify what/where these improvements are location].

Identification of Improvements – Water/Sewer Improvements

RMDC, Inc. constructed and/or caused to be completed in and for the Fallschase Community Development District, the following improvements all located on portions of the real property described as follows: Water/sewer improvements, as more particularly identified in the pay application attached hereto located in _____ [need a way to identify what/where these improvements are location].

Identification of Improvements – Conservation/Park/Other

RMDC, Inc. constructed and/or caused to be completed in and for the Fallschase Community Development District, the following improvements all located on portions of the real property described as follows: Conservation/park/recreational improvements, as more particularly identified in the pay application attached hereto located in _____ [need a way to identify what/where these improvements are location].

**MOORE BASS CERTIFICATION TO
FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT REGARDING
FALLSCHASE CAPITAL IMPROVEMENT PROJECT IMPROVEMENTS**

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned, personally appeared Roger Wynn of Moore Bass, who, after being first duly sworn, deposes and says:

I, Roger Wynn, am a Professional Engineer registered in the State of Florida. I have reviewed certain documentation, including, but not limited to, permitted plans and specifications, as-builts and applicable permits, and have inspected the Improvements (hereinafter defined). I, or my authorized agent, have conducted on-site observations of certain of the Fallschase Community Development District improvements (the "Improvements"), as more particularly set forth in **Exhibit A**.

I hereby certify to the Fallschase Community Development District (the "District") the below listed matters:

- 1) The Improvements have been completed in substantial compliance with the applicable permit requirements and in substantial accordance with the permitted plans and specifications.
- 2) The Improvements are free from obstruction and are functional for their intended purpose.
- 3) In my opinion, the acquisition amount of \$10,634,742.12 (1) relates directly to the construction of those certain improvements described in the *Engineer's Report*, dated April 27, 2007, as supplemented by the *[Supplemental Engineer's Report]*, dated _____ (collectively, the "Engineer's Report"), (2) specifically benefits property within the boundaries of the District as described in the Engineer's Report, and (3) is fair and reasonable. Further, in my opinion, this amount does not exceed the value of the Improvements as installed.

The foregoing instrument was acknowledged and subscribed before me by means of physical presence or online notarization, this ___ day of _____, 2021, by Roger Wynn, as Shareholder of Moore Bass, on its behalf. He/She is personally known to me or produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

Exhibit A

Identification of Improvements

RMDC, Inc. constructed and/or caused to be completed in and for the Fallschase Community Development District, the following improvements all located on portions of the real property described as follows:

Phase 1, 2 and 3 Infrastructure Project and Amenity/Common Area Site Work Construction

All Improvements are as contemplated by the Engineer's Report and as more generally identified in the chart below:

Contractor	Contract/Invoice	Date	Amount
Longleaf Construction Services, LLC	See attached agreement and pay applications	/2021	\$10,634,742.12
Moore Bass Consulting Inc. (work product related to engineering plans for Project)	Engineering Services Agreement, invoice Fallschase Residential Job No. T2418.0006	/2021	\$

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski
HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ___ day of _____, 2021, **RMDC, Inc.**, a Florida corporation, whose address is P.O. Box 15887, Tallahassee, Florida 32317, hereinafter called the “Grantor,” to **FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, hereinafter called the “Grantee:”

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in City of Tallahassee, Leon County, Florida, described as follows:

[Insert tracts and plat book/page reference]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Printed Name: _____
Witness

RMDC, Inc.,
a Florida corporation

Printed Name: _____
Witness

By: _____
Printed Name: Max Beverly
Title: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2021, by Max Beverly, as Vice President of RMDC, Inc., on its behalf. He/She [] is personally known to me or [] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

FALLSCHASE

COMMUNITY DEVELOPMENT DISTRICT

7C

FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

2810 Remington Green Circle, Tallahassee, Florida 32308

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 5, 2020 CANCELED	Regular Meeting	11:00 AM
January 4, 2021 CANCELED	Regular Meeting	11:00 AM
February 1, 2021 CANCELED	Special Meeting	9:30 AM
March 1, 2021	Special Meeting	9:00 AM
April 5, 2021	Regular Meeting	11:00 AM
June 7, 2021	Regular Meeting	11:00 AM
August 30, 2021	Public Hearing & Regular Meeting	11:00 AM