

**BANNON LAKES**  
*Community Development District*

*April 19, 2017*

# *Bannon Lakes*

## *Community Development District*

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*475 West Town Place, Suite 114, St. Augustine, Florida 32092*

*Phone: 904-940-5850 - Fax: 904-940-5899*

April 12, 2017

Board of Supervisors  
Bannon Lakes  
Community Development District

Dear Board Members:

The Bannon Lakes Community Development District Board of Supervisors Meeting is scheduled for **Wednesday, April 19, 2017 at 12:00 p.m.** at the **offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment
- III. Approval of Minutes from February 15, 2017 Meeting
- IV. Ratification of Contract for Amenity Center Professional Interior Design Services with Micamy Design Studio
- V. Consideration of Landscape Maintenance Service Agreement with Landcare Group
- VI. Ratification of Work Authorization for Field Operations Management Services with Riverside Management Services
- VII. Consideration of Agreement for Field Operations Management with Riverside Management Services
- VIII. Update on Construction Matters
- IX. Other Business
- X. Staff Reports
  - A. District Counsel
  - B. District Engineer – Ratification of Requisitions 52 - 71
  - C. District Manager
- XI. Supervisor's Requests and Audience Comments
- XII. Financial Reports
  - A. Balance Sheet as of February 28, 2017 and Statement of Revenues & Expenditures
  - B. Assessment Receipt Schedule
  - C. Approval of Check Register
- XIII. Next Scheduled Meeting – May 24, 2017 at 12:00 p.m. at the offices of GMS
- XIV. Adjournment

The third order of business is the approval of minutes from February 15, 2017 meeting. A copy of the minutes is enclosed for your review.

The fourth order of business is the ratification of contract for amenity center professional interior design services with Micamy Design Studio. A copy of the contract is enclosed for your review.

The fifth order of business is the consideration of landscape maintenance service agreement with Landcare Group. A copy of the agreement is enclosed.

The sixth order of business is the ratification of work authorization for field operations management by Riverside Management Services.

The seventh order of business is the consideration of agreement for field services management with Riverside Management Services.

The eighth order of business is an update on construction matters.

Listed under engineer reports are requisitions 52 - 71 to be ratified. Copies of the requisitions are included for your review.

Copies of the balance sheet and statement of revenue & expenditures, assessment receipt schedule, and check register are enclosed for your review.

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (904) 940-5850.

Sincerely,

James Oliver

District Manager  
Bannon Lakes Community  
Development District

## *AGENDA*

***Bannon Lakes  
Community Development District  
Agenda***

Wednesday  
April 19, 2017  
12:00 p.m.

Governmental Management Services  
475 West Town Place  
St. Augustine, Florida 32092  
bannonlakescdd.com  
**Call In # 1-888-757-2790 Code 5097001**

- I. Roll Call
- II. Public Comment
- III. Approval of Minutes from February 15, 2017 Meeting
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  - A. Balance Sheet as of February 28, 2017 and Statement of Revenues &

Expenditures

B. Assessment Receipt Schedule

C. Approval of Check Register

XIII. Next Scheduled Meeting – May 24, 2017 at 12:00 p.m. at the offices of GMS

XIV. Adjournment

## *MINUTES*

MINUTES OF MEETING  
BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bannon Lakes Community Development District was held on Wednesday, February 15, 2017 at 12:00 p.m. at the Offices of GMS, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

Present and constituting a quorum were:

Art Lancaster	Chairman
John Dodson	Vice Chairman
Maston Crapps	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel
Scott Land	District Engineer (by phone)
Daniel Laughlin	GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Oliver called the meeting to order at 12:00 p.m.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There were no members of the audience in attendance.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes from January 18, 2017 Meeting**

Mr. Oliver stated included in your agenda package are copies of the minutes from January 18, 2017. Are there any additions, corrections or deletions?

On MOTION by Mr. Lancaster seconded by Mr. Crapps with all in favor the Minutes from January 18, 2017 Meeting were approved.
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**FOURTH ORDER OF BUSINESS**

**Selection of an Audit Committee**

Mr. Oliver stated each year units of government, including CDDs, are required to go through an independent audit. We select the auditor through the RFP process. We would ask the board to appoint itself as the audit committee to review proposals.

On MOTION by Mr. Lancaster seconded by Mr. Crapps with all in favor the Entire Board to Serve as the Audit Committee was approved.

**FIFTH ORDER OF BUSINESS**

**Update on Construction Matters**

There being none, the next item followed.

**SIXTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

There being none, the next item followed.

**B. District Engineer – Ratification of Requisitions**

Mr. Land stated I have provided you with Requisition Nos. 49 through 51.

On MOTION by Mr. Dodson seconded by Mr. Crapps with all in favor Requisition Nos. 49 - 51 were ratified.

**C. District Manager**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisor's Request and Audience Comments**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Financial Reports**

**A. Balance Sheet as of December 31, 2016 and Statement of Revenues & Expenditures**

Mr. Oliver stated included in your agenda package is the balance sheet and income statement as of December 31, 2016.

**TENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – March 15, 2017 at 12:00 p.m. at the Offices of GMS**

Mr. Oliver stated the next scheduled meeting is March 15, 2017 at 12:00 p.m. at the Offices of GMS.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Dodson seconded by Mr. Crapps with all in favor the Meeting was adjourned.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson / Vice Chairperson

*FOURTH ORDER OF BUSINESS*



MICAMY  
DESIGN STUDIO

REVISED II PROPOSAL FOR PROFESSIONAL INTERIOR DESIGN SERVICES

Requested by:

EASTLAND  
ATTN: ~~JOHN DODSON, III~~ ART LANCASTER  
700 PONTE VEDRA LAKES BLVD.  
PONTE VEDRA BEACH, FLORIDA 32082  
P. 904.280.7100

For:

BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT, LLC  
BANNON LAKES RESIDENCE CLUB  
AMENITY BUILDING AND POOL FF&E  
INTERNATIONAL GOLF PARKWAY EAST  
ST. AUGUSTINE, FLORIDA 32095

09 February 2017

## PROJECT SCOPE

This REVISED proposal is in response to BLCDD email request regarding the scope of Interior Design and FF&E (Furniture, Fixtures & Equipment) services for the above referenced project. We are pleased to provide you with the following services for review and consideration. This letter will serve as the agreement between BLCDD (owner) and Micamy Design Studio, LLC (MDS) to provide services per the scope of work below.

The project consists of one buildings within Bannon Lakes Residences' Recreational Facility. The site and floor plans will be provided by Basham & Lucas in AutoCAD format for MDS to utilize for space planning. The scope of work applies to the following areas:

1. *Residence Club Building:*

a. Social Room

- (3) 36" square tables
- (12) Dining chairs
- (1) Sofa
- (1) 9x12 Rug
- (2) End tables
- (2) Portable lamps
- (1) Media console
- (4) Club chairs
- (1) Coffee table
- Artwork & Accessories

b. Party Kitchen

- (4) Bar Stools

2. *Covered Party Pavilion:*

- (9) 36" square tables
- (36) Dining chairs
- (1) Outdoor Sofa w/ cushions
- (2) Coffee tables

3. *Residence Pool:*

- (90) Lounge chairs
- (27) Tea tables
- (10) Round dining tables
- (10) Umbrellas
- (40) Dining Chairs

SCOPE OF SERVICES:

A. Basic Services

Our services are intended to satisfy the related Interior Design requirements for the project as described above. This includes coordination of the work provided by other consultants, such as architect and selected general contractor. We further understand that periodic review milestones of our documents will be required with the Owner and the design team to ensure the project scope and initial project programming vision is maintained. These reviews, together with related team meetings on site, will be a part of the natural sequence of development and are included in our scope. Our services for this project are intended to be as follows:

Our Basic Services consist of the following phases:

Schematic Design and Selection Phase  
Furniture, Fixture & Equipment Phase

1. Schematic Design and Selection Phase

This phase will refine the existing design completed by Basham & Lucas and MDS to date and approved by owner. Owner's review and approval for the following phase will provide the foundation for the final FF&E Selection phase.

- a. MDS to illustrate use of space, provide representative elevations, graphic placement of FF& E, detailed drawings of design elements to reflect the over all design concept.
- b. MDS to provide the design intent of all applicable finish material specifications for all applicable areas specified described above.
- c. MDS to provide related drawings and schedules in AutoCAD 2015 format.
- d. MDS to collaborate with BLDG regarding meetings with owner's team three (3) times for formal design presentation to the team in order to reflect the overall design concept.
- e. MDS to manage the final selection of furniture finishes and coordination with owner's FF&E budget.
- f. MDS to provide three (3) presentations to owner.

2. Furniture, Fixture & Equipment Phase

*FF& E Purchasing*

- a. MDS to prepare budget based on estimates of costs of merchandise derived from published prices and preliminary quotes with respected vendors. Owner's approval is required prior to procurement of any merchandise. The budget will include the following items:

- i. MDS purchasing and coordination fee.
  - ii. Sales tax for Florida as applicable.
  - iii. Freight charges.
  - iv. Shipping, receiving and storage.
  - v. Delivery.
- b. MDS to procure all furniture and accessories approved after budget and design presentation, but NOT including any construction related material. MDS will secure fixed pricing from applicable vendor on related fabric and furniture with a suppliers pricing commitment for up to three (3) months of the original quote.
- c. MDS to coordinate items that receive special attention to materials with manufacturers.
- d. MDS to provide Project Management which includes the following:
  - i. Processing client's deposits.
  - ii. Supplier acknowledgements and confirmations.
  - iii. Cuttings for samples.
  - iv. Finish samples.
  - v. Vendor invoices.
  - vi. Track project progress.
  - vii. Verifying adherence to estimated ship date.
  - viii. Review and confirmation of delivered items.
  - ix. Coordination of adjustments required to correct any deficiencies or problems pertaining to goods received.
  - x. Logistics for installation.
- e. MDS shall, to the best of their ability, select suppliers of goods to be free from defects in material and workmanship. All manufacturers' warranties shall be passed on to owner at time of installation. At that time, all claims concerning quality or craftsmanship shall be between owner and Manufacturer. MDS hereby assigns to owner to have the benefit; at owner's expense, of all guarantees and warranties.
- f. Furnishings purchased by MDS may include custom material applications such as finishes, millwork fabrication etc., *therefore*

*may not be returnable.* MDS will advise owner of such furnishings prior to purchase.

- g. If owner would prefer MDS to pursue any warranty or performance actions with manufacturer on their behalf, all time spent by MDS will be billed at our standard hourly rates.

*FF & E Project Coordination and Installation*

1. MDS will have the responsibility to reject work that does not conform to the contract related Interior Design Documents used to establish the purchase with such vendor. Vendor negotiations will require vendor to be responsible for any re-stocking and or related return shipment cost. Should owner reject any work or shipped stock that is in accordance with the contract related Interior Design Documents together with owner's approved selections, Owner will be responsible for all related re-stocking and or return shipment cost requested by vendor. Owner will also be responsible for such time spent by MDS to coordinate such owner rejected items.
2. MDS to coordinate related targeted installation dates with MDS's vendors, General Contractor and owner. Owner to provide the final approved turnover/construction schedule to be used as a basis for installation scheduling. See attached requirements prior to installation (*See Owner Responsibilities below.*)
3. MDS shall coordinate/arrange storage, delivery of furnishings and accessories to owner's property.
4. MDS to provide Owner with two installation dates to be coordinated with construction completion with the General Contractor. Any additional installations will be at owner's expense including "Out of Office" business days for each Designer at our standard hourly rates and any additional delivery fees.
5. MDS to provide owner with two job site visits to coordinate installation and delivery of furnishings and accessories. This is inclusive of the actual delivery date.
6. Owner shall provide full information regarding requirements for the project. Owner shall furnish required information as expeditiously as possible for the orderly progress of the work and

MDS shall be entitled to rely on the accuracy and completeness thereof.

7. Owner shall designate a representative to act on owner's behalf with respect to the project. Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by MDS in order to avoid unreasonable delay in the orderly and sequential progress of the MDS's services.

*Owner Responsibilities provided by owner and Contractor*

1. Supply and installation of carpeting, tile and other floor coverings.
2. Supply and installation of painted and faux painted walls, wall coverings, wall tile and restroom mirrors.
3. Supply and installation of cabinetry, architectural details such as trim and casework, built-ins, appliances, light fixtures, kitchen and restroom fixtures, countertops and other attached materials.
4. Provisions of electrical power, heat/air conditioning, operational security system and complete clean-up (vacuum finish) of the premises prior to and after final accessories installation.
5. Provision of adequate road and walkways for the delivery of the materials.

*Other Conditions*

1. Upon delivery of the materials by contracted moving service to the job site in the designated storage area or finished room(s), the risk of loss or damage passes immediately to owner and MDS assumes no responsibility for same. However, title to the material will pass to owner only after the final payment and all outstanding invoicing has been made to MDS.
2. MDS strongly recommends that owner's insurance and operational security system be in place prior to installation to secure the furnishings.

3. If installation is delayed by more than thirty (30) days from agreed delivery date, owner agrees to pay for any applicable storage costs and handling as reimbursements to MDS.

*FF& E and Accessories Payment Schedule*

1. Owner will advance 50% of funds for furniture purchase as listed in the approved FF&E selection schedule (TBD). The remaining total balance (100%) due at installation. These amounts will be invoiced according to the budget agreed upon by Eastland.

5. COMPENSATION

Residence Club =	\$15,000.00 <i>Note: Allowance provided until final selection has been approved by owner</i>
Exterior Pool Furniture	\$100,000.00 <i>Note: Allowance provided until final selection has been approved by owner and based off of 1" round tube powder coated standard sling fabric</i>
TOTAL FIXED FEES:	\$115,000.00

Note: Total fee does not include, tax, freight or set up and delivery. Freight is estimated at \$12,500 but is subject to change once the order has been placed.

All custom orders are non-refundable.

ADDITIONAL SERVICES:

- A. MDS would be pleased to provide services beyond those specified in this proposal including construction cost estimates, value engineering for completed design services, signage design, renderings, models, alternate design construction documents, and multiple bid packages for individual components of the project.
- B. We will provide these services whether requested verbally or in writing and will confirm any verbal request in the written form of a Confirmation of Additional Services.
- C. Any consulting engineering services required beyond those described above will be reimbursed at 15% above cost.

- D. Whenever a specific scope of additional services can be defined, we will submit fees for approval based on the additional services required.

Additional services will include, but are not limited to the following:

- Out-of-town meetings and site visits above and beyond the scope above.
- Changes to project / programming criteria issue after the 30% construction document completion stage.
- Interior Landscape design and plant material selection.
- Renderings of the project beyond design drawings and outside of preliminary services.
- Changes in the scope of work after approval of that phase, including square footage changes, design changes and changes to the floor plan (s)
- Any preliminary or final cost estimate or statements
- Fire sprinkler design or Sub-Contractor System Engineering
- Project Signage Design and Graphic Package
- Full colored renderings
- Code research
- Project re-zoning or zoning negotiations
- Project permitting or civil engineering services
- Specialty Data, I.T., voice engineering, security system design.
- Three dimensional renderings and marketing graphics
- Re-zoning and/or planning and zoning commission presentations
- Threshold inspection services
- Construction Administration not outlined above
- Civil Engineering

- Landscape Architecture
- Per-Engineered product design – light gage metal framing
- Management of the contractor bidding process
- Project schedule development or management for construction

E. The additional services described above shall be performed on an hourly rate basis as follows:

Principal	\$125.00
Studio Director	\$95.00
Design Associate	\$75.00
Project Manager	\$60.00
Cad Drafting	\$55.00
Administrative Support	\$45.00
Consultants	Standard Hourly Rates

The hourly rates set forth above are subject to change in accordance with MDS' normal salary review process.

The above services will be performed for the fixed fees as outlined in the margins above, and payments to MDS shall be made on a monthly basis as invoiced according to a pro-rated amount of work completed each billing period. All payments shall be made no later than 30 days after receipt of invoice. A finance charge of 1.5% per month shall accrue and be due and payable for the period 30 days from the date of this invoice until such amount is paid.

Addendum "A" attached hereto shall be made a part of this contract and shall be binding in accordance with all applicable state laws at the final acceptance and execution of this proposal dated 09 February 2017.

In the event of any litigation in connection herewith, the prevailing party shall be entitled to reimbursement from the other party for all costs or expenses incurred in connection therewith, including attorney's fees at trial or appeal. All depositions will be charged at a standard hourly rate.

All fees quoted in this proposal shall remain in effect for a period of six (6) months from the date hereof. Any extension beyond six months without contract execution or written extension may warrant renegotiation of this fee structure. In the event the project design is not completed by the architect in the agreed to project completion schedule, due to development delays or postponement beyond architect's control, this proposal may be subject to fee renegotiation.

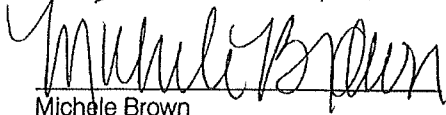
REVISED II PROPOSAL FOR PROFESSIONAL SERVICES  
Bannon Lakes Residence Club and Pool – FF&E Services  
09 February 2017  
Page 10

If the above scope and proposal meet with your approval, please sign and return one copy of this proposal, indicating those items you agree to contract with and we shall begin work immediately.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

MICAMY DESIGN STUDIO, LLC



Michele Brown  
Principal & Director

ACCEPTED AND APPROVED BY



By:

2/21/17  
Date

Exhibit A  
Terms and Conditions

Micamy Design Studio, LLC (MDS), hereafter referred to as the *Design Professional* shall perform the services outlined in this letter agreement for the stated fee arrangement.

**Billings/Payments**

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the Design Professional may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited to the final invoice. In the event that payment is dependent upon the client's receipt of payment from a third party for services stated herein, the client shall make payment within the lesser of: ten (10) days of receipt of payment from the third party; or sixty (60) days of the date of the invoice. Past due amounts are subject to a monthly service charge of 1.5% of the unpaid balance. In the event any portion of an account remains unpaid 90 day after billing and collection efforts are deemed necessary, the Client shall pay all costs of collection, including reasonable attorney's fees. If the Client has multiple projects contracted with the Design Professional, and one or more of the contracted projects accounts are delinquent, The Design Professional reserves the right to modify the progression of work, scheduled completion dates and the scopes contracted on one or all of those contracted projects, including but not limited to the scopes referenced herein.

**Access To Site**

Unless otherwise stated, Design Professional will have access to the site for the activities necessary for the performance of the service.

**Hidden Conditions and Hazardous Materials**

A condition is considered to be 'hidden' if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Design Professional has reason to believe that such a condition may exist, Design Professional shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Design Professional has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and Design Professional shall not be responsible for the existing condition nor any resulting damages to persons or property. Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

**Indemnifications**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Design Professional, its offices, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the service under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Design Professional. This indemnification shall include any claim, damage or losses due to the presence of hazardous material.

**Risks Allocation**

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Design Professional, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Design Professional's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of the Design Professional's fee, whichever is greater. Such causes include, but are not limited to, the Design Professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**Information for the Sole Use and Benefit of the Client**

All opinions and conclusions of the Design Professional, whether written or oral, and any plans, specifications or other documents and services provided by the Design Professional are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Design Professional. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Design Professional or the Client.

**Ownership of Documents**

All documents produced by Micamy Design Studio, LLC under this agreement are the sole property and instrument of professional service of Micamy Design Studio, LLC and shall remain the property of Micamy Design Studio, LLC and may not be used by the Client for any other purpose without the prior written consent of Micamy Design Studio, LLC.

**Termination of Services**

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Certificate of Merit**

Prior to filing any claim, complaint or action against the Design Professionals, the Purchaser must secure the written opinion of a licensed Design Professional experienced in the design of similar projects identifying all alleged errors and omissions, and the Purchaser must provide the written opinion to the Design Professionals and allow sixty days for a reply. The Design Professional is deemed to be intended third party beneficiaries of this provision.

**Dispute Resolution**

This agreement shall be governed by the laws of the principal place of business of Design Professional. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as condition precedent to arbitration in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Design Professional is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes and other matters that are not resolved by mediation shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In no event shall the demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**Severability and Survival**

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

**No Third Party Beneficiaries**

This Agreement gives no rights or benefits to anyone other than the Client and Design Professional and has no third party beneficiaries. Design Professional services are defined solely by this Agreement and not by other contract or agreement which may be associated with the Project.

**Miscellaneous Provisions**

The Client acknowledges and agrees that the Design Professional shall not be held responsible whatsoever or be subjected to any liability arising out of the failure of a pre-engineered or fabricated component which is to be designed and engineered in accordance with third party nationally recognized standards of quality or testing. This applies but is not limited to such pre-engineered components such as furniture, windows, cabinets, life safety equipment, lighting or appliances.

END OF PROPOSAL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George A Zellner Co 4114 Sunbeam Road, Suite Jacksonville FL 32257-	CONTACT NAME: Certificate Desk
	PHONE (A/C, No, Ext): (904)356-1492 FAX (A/C, No): (904)354-4328
	E-MAIL: certificates@zellnerinsurance.com
	ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Foremost Insurance Company
	INSURER B: Mapfre Ins. Company of Florida
	INSURER C: United States Liability Ins Co
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	4250170025088	01/28/2017	01/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	4250170025088	01/28/2017	01/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	X	WC 08247902 02	03/11/2017	03/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional			SP1562538A	02/24/2017	02/24/2018	Each Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Bannon Lakes Community Development District, RREF III-P-EP Bannon Lakes JV, LLC and Eastland Partners, LLC thier subsidiaries, partners, partnerships, affiliated companies successors and assigns are additioanl insured and a Waiver of Subrogation applies. All of the above applies if required by contract.

CERTIFICATE HOLDER	CANCELLATION
Bannon Lakes Community Development District Attn: Jim Oliver 475 West Town Place, Suite 114 St. augustine FL 32092-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE

*FIFTH ORDER OF BUSINESS*



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Irrigation • Landscape • Maintenance

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## Landscape Maintenance Service Agreement

For:



EASTLAND PARTNERS, LLC  
700 PONTE VEDRA LAKES BLVD.  
PONTE VEDRA BEACH, FL. 320825

Prepared By:

DAVE JACKSON  
PROJECT DEVELOPMENT MANAGER  
MAIN OFFICE: (386) 586-3321  
FAX: (386) 586-3330  
P.O. BOX 893  
BUNNELL, FL. 32110  
DAVE@LANDCAREGRP.COM  
WWW.LANDCAREGRP.COM



P.O. Box 893 Bunnell, Florida 32110 • Main Office: (386) 586-3321 • Fax: (386) 586-3330 • [www.landcaregrp.com](http://www.landcaregrp.com)

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## Landscape Management Service Agreement

**This Agreement** is entered into **[Date]**, by and between Landcare Group, Inc., hereafter referred to as "Contractor", and **Eastland Partners, LLC**, the owner or designated or designated owner's representative, hereinafter referred to as "Owner".

The Contractor and Owner wish to enter into an agreement that defines the terms and conditions in which the Contractor will provide grounds maintenance, pest control, seasonal color, mulch installation and irrigation services as stated in "Practical Specifications for Contract Landscape Management" (Attachment 'A') which is attached to this agreement.

**Services:** The contractor agrees to perform landscape management services for the Owners property, located at **[Address]** hereinafter referred to as "Property", as put forth in the "Practical Specifications for Contract Landscape Management", (Attachment 'A').

**Terms of Contract:** The Contractor shall render landscape management services per ('Attachment A') for the term of **3** year(s) commencing on **[date]** and shall end on **[date]**, unless terminated by either party by providing (30) days written notice prior to the end of the current terms.

**Compensation:** The Owner shall pay to the Contractor for services rendered as described in (Attachment 'A'), the sum of:

1. *Five thousand, six hundred, seventy-five and five cents (\$5,675.05) per month, or*
2. *Sixty-eight thousand, one hundred and sixty cents (\$68,100.60) per year.*

To be paid within 10 days of the close of the month in which the work was performed. The Owner agrees to pay any and all expenses incurred by Contractor in the collection of due compensation.

**Early Termination:** In the event that the Contractor fails to provide services as described in (Attachment 'A'), the Owner may terminate this agreement by giving 30 days written notice. Contractor may also terminate this agreement immediately if Owner refuses or fails to pay Contractor according to the terms of this agreement.

Owner  
Name: \_\_\_\_\_

Contractor  
Name: Brandon Risley

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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**Attachment 'A'**  
**Practical Specifications for Contract Landscape Management for:**  
**Eastland Partners, LLC**

**Scope of Work:**

The contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape in an attractive condition throughout the five year contract period.

**Lawn Care:**

**Mowing and Edging**

Lawns shall be mowed weekly during the active growing season, and as needed during other seasons to maintain a neat appearance.

Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season. (St. Augustine Turf, no less than 3.5 inches).

Clippings shall not be caught and removed from the lawn area unless they are too unsightly for the particular location, or lying in swaths which may damage the lawn.

Mowing patterns will be alternated to distribute clippings evenly and prevent rutting in the lawn where possible.

Edges shall be trimmed during each mowing to maintain a neat appearance.

**Fertilization**

Lawns shall be fertilized with a commercial grade fertilizer for a total of four (4) to twelve (12) pounds of actual nitrogen per 1,000 square feet per year. The number of applications will be dependent on the type of nitrogen used and the type of turf grass. Quantities and frequencies will be adequate to produce a consistent, green turf. (St. Augustine Turf, 4x per year).

**Fungicide**

Apply recommended, legally approved fungicides to control disease causing damage to turf area.

**Pesticide**

Apply recommended, legally approved pesticides to control insects and other pests causing damage to turf area.

**Weed Control**

Pre-emerge: this type of control should be used only if a weed problem warrants its use.

Owner Initials: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_



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Post-emerge: control weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

#### **Ground Cover Areas:**

##### **Weed Control**

Keep reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective contact herbicides. Cultivating or hoeing weeds is not a recommended practice.

Pre-emerge: this type of control should be used only if a known weed problem warrants its use.

Post-emerge: control broad leaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

##### **Fertilization**

Apply one (1) to three (3) pounds of actual nitrogen per 1,000 square feet per year depending on the plant material and seasonal conditions. The number of applications will be dependent on the type of nitrogen used and the type of plant material. Quantities and frequencies will be adequate to produce healthy plant material.

##### **Pesticide**

Apply recommended, legally approved pesticides to control insects causing damage to ground cover area.

#### **Shrub Care:**

##### **Pruning**

Shrubs shall be pruned as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damaged or diseased wood.

##### **Weed Control**

Maintain beds reasonably free of weeds. Use recommended, legally approved herbicides to control weed growth in open areas whenever possible. Avoid frequent soil cultivation to maintain pre-emergent effectiveness and root health.

Pre-emerge: this type of control should be used only if a known weed problem warrants its use.

Post-emerge: control broad leaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Owner Initials: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_



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### **Fertilization**

Fertilize recently established plants with a soluble nitrate fertilizer. Application rates will vary depending upon the size and age of the plant material. This includes surface applications for shrubs not located in turf and ground cover areas.

### **Fungicide**

Apply recommended, legally approved fungicides to control disease causing damage to shrubs.

### **Pesticide**

Apply recommended, legally approved pesticides to control insects causing damage to the shrubs.

### **Tree Care:**

#### **Pruning**

Height limitation for tree pruning in this specification is 8 feet. On trees over 8 feet in height, only low hanging branches that present a hazard to pedestrians or vehicular traffic will be raised.

Trees under 8 feet are scheduled to be pruned in the winter months except for safety related pruning, which will be performed as needed. Evergreen trees shall be thinned and shaped only when necessary to minimize wind and storm damage. Palm pruning will be done two times per year and is included in the contract.

#### **Irrigation System:**

The contractor will assign a technician to inspect the irrigation system one time per month to insure proper coverage of the landscape areas, adjustment of the irrigation heads, controller programs, dry areas within the landscape areas and breaks in the irrigation lines.

Water for a duration adequate for moisture to penetrate throughout the root zone, and only as frequently as necessary to maintain healthy plant growth.

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. Controller programs will be adjusted as dictated by the weather.

Watering shall be done within the times dictated by local government.

Any damages to the system caused by the contractor's equipment or carelessness while carrying out maintenance operations shall be repaired without charge.

Faulty electrical equipment, normal wear, vandalism, accidental damage caused by others or line breaks between the point of connection and the electric valves shall be reported promptly to the owner. Cost of labor and material to perform repairs is additional and shall be paid by owner upon written authorization. A minimum charge of \$35.00 per man hour will be applied for the Irrigation Technician services.

Owner Initials: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_



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Whenever possible, owner's representative shall be instructed on how to turn off the system in case of emergency. Our office is to be notified at once or by the next business day. If the contractor is required to make an emergency repair or adjustment, a minimum amount of \$35.00 will apply for Irrigation Technician services.

**Debris Cleanup:**

All landscaped areas shall be inspected on days of service and any litter shall be removed. This includes trash along the ponds. Garden debris generated from our work, shall be removed from paved and landscaped areas on days of service. This excludes fall leaf pick up from parking areas, sidewalks, pools, etc.

**Annual Color:**

Annual color will be installed 4 times per year. The variety to be installed will be selected depending upon the season and macro climate. The spacing which the annuals are to be installed will be 8-9 inches on center.

Prior to each planting the soil will be replenished and tilled as required to provide a suitable growing environment. The annuals will be fertilized at the time of installation using a balanced – slow release fertilizer. Supplemental fertilization applications will be applied as required to maintain healthy annuals.

**Mulch:**

Cypress mulch will be installed (1) times per year at a depth of 3 inches.

**Personnel:**

The property will be inspected weekly by the contractor to maintain a quality appearance and note any items that will need to be addressed at the next scheduled service visit.

A representative or crew must be available at all times in case of an emergency.

The contractor's work force and equipment is to be personally presentable at all times. The contractors employees are to be fully uniformed and polite to all people they encounter when on the client's property.

**Additional Expenses:**

If fuel exceeds 4.50 per gallon for premium, there will be a 2% surcharge on the monthly total until it drops back below 4.50. Not to exceed 500.00 per month.

**Exclusions:**

All work restricted specifically to the described areas as listed in our scope of work.

No under brushing or any natural vegetation is included unless otherwise specified. No vines or material will be pruned away from property lines, this is an additional service.

Owner Initials: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_



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This does not include any brush trimming in center of canals/ponds or areas inaccessible to normal mowing conditions. Also excludes removal of large logs or anything two men cannot physically (within reason) pick up.

Any damage to screen enclosures not protected by landscape borders or kick plates.

Damage from freezes, high winds, hail, hurricanes, tornado, floods, tsunami, lightning, fire, restrictions by governmental agencies, government, city, state or local watering restrictions, regulations or mandates, acts of God or any act of nature.

Pests, funguses, disease or anything imported to or created in the United States that has no immediate control such as, but not limited to; Asian Cycad Scale, Bonder Nesting Whitefly, Borers, Chilli Thrips, Fig Whitefly, Fusarium Wilt, Ganoderma Butt Rot, Pink Hibiscus Mealy Bug, Rugose Spiraling Whitefly, Sri Lanka Weevil, Take-All Root Rot. New pests are introduced into the United States every year and this list is subject to change without notice.

Any damages to trees, shrubs, sod or flowers due to city, government or any water restrictions.

Damage caused by faulty irrigation controllers, timers, valves, solenoids, line breaks or anything affiliated with irrigation components restricting or stopping irrigating.

This does not include any maintenance or replacement to weathered items including sign repair, fence posts, timber retaining ties, or any other item that has deteriorated due to normal conditions. Any replacement done by the contractor will be done in the form of a written work order to client and signed and dated by both parties prior to any additional work.

Owner Initials: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

*SIXTH ORDER OF BUSINESS*

# Riverside Management Services, Inc.

9655 Florida Mining Blvd., Building 300, Suite 305, Jacksonville, FL 32257

## WORK AUTHORIZATION FOR BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT FIELD OPERATIONS MANAGEMENT SERVICES

Riverside Management Services, Inc. shall provide Field Operations Management Services for Bannon Lakes Community Development District. These services include contract administration, field related inspections, and oversight of the following items.

- Landscape Maintenance
- Lake Maintenance
- Utility Accounts
- Field Operations Budget
- Weekly Site Inspections
- Meeting with contractor's / service providers
- Attend District Board of Supervisors meetings
- Provide an Operations Memorandum outlining all field related activity
- Prepare maintenance plan for future District infrastructure
- Prepare Emergency Action Plan for hurricanes and significant weather events.
- Receive / Respond to resident emails and phone calls pertaining to District related issues.
- Capital / Project Management pricing and proposals can be provided based upon each individual project.

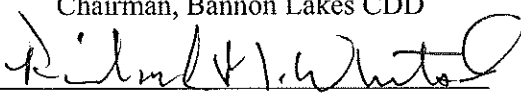
	<u>Monthly Amount</u>
Field Operations Management	\$1,250.00

### Additional Services:

Amenity Management / Staffing Services	TBD
General Maintenance Personnel (per hour + any materials)	\$35.00

### General Provisions:

Reasonable reimbursement for the expense of copies, office supplies, mileage, etc.

\_\_\_\_\_  
Chairman, Bannon Lakes CDD  
  
\_\_\_\_\_  
Riverside Management Services, Inc.

\_\_\_\_\_  
Date  
4/12/17  
\_\_\_\_\_  
Date

*SEVENTH ORDER OF BUSINESS*

**AGREEMENT BETWEEN BANNON LAKES COMMUNITY DEVELOPMENT  
DISTRICT AND RIVERSIDE MANAGEMENT SERVICES, INC. FOR FIELD  
OPERATIONS MANAGEMENT SERVICES**

**This Agreement** ("Agreement") is made and entered into this \_\_\_\_ day of April, 2017 by and between:

**Bannon Lakes Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, with an address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

**Riverside Management Services, Inc.**, a Florida corporation, with a mailing address of 9655 Florida Mining Blvd., Building 300, Suite 305, Jacksonville, Florida 32257 ("**Contractor**," together with District, "**Parties**").

RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida; and

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

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide field operations management services for the District; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide field operations management services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("**Services**"); and

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

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide field operations management services within presently accepted standards, and as more specifically identified in

**Exhibit A.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

**B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**C.** Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

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

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

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

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

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

#### **SECTION 4. COMPENSATION; TERM.**

**A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor One Thousand Two Hundred Fifty Dollars (\$1,250.00) for field operations management services beginning \_\_\_\_\_, 2017 and continuing throughout the term of this Agreement. The term of this Agreement shall be from \_\_\_\_\_, 2017 through \_\_\_\_\_, 2018 unless terminated earlier by either party in accordance with the provisions of this Agreement.

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

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

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

#### **SECTION 5. INSURANCE.**

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
  - (5) Employee Fidelity Insurance of at least \$500,000
- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **SECTION 6. INDEMNIFICATION.**

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.

**SECTION 7. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief,

and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create

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

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

**SECTION 20. 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 Parties.

**SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

<b>A. If to District:</b>	Bannon Lakes Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
---------------------------	--

<b>With a copy to:</b>	Hopping Green & Sams, P.A. 119 S. Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel
------------------------	---

**B. If to the Contractor:**

Riverside Management Services, Inc.  
9655 Florida Mining Blvd.  
Building 300, Suite 305  
Jacksonville, Florida 32257  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 24. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

**SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is its District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as

authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850 OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

**SECTION 26. 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.

**SECTION 27. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 28. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Board of Supervisors

Print Name: \_\_\_\_\_

**RIVERSIDE MANAGEMENT SERVICES,  
INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

Exhibit A: Proposal

## Exhibit A

# Riverside Management Services, Inc.

9655 Florida Mining Blvd., Building 300, Suite 305, Jacksonville, FL 32257

### WORK AUTHORIZATION FOR BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT FIELD OPERATIONS MANAGEMENT SERVICES

Riverside Management Services, Inc. shall provide Field Operations Management Services for Bannan Lakes Community Development District. These services include contract administration, field related inspections, and oversight of the following items.

- Landscape Maintenance
- Lake Maintenance
- Utility Accounts
- Field Operations Budget
- Weekly Site Inspections
- Meeting with contractor's / service providers
- Attend District Board of Supervisors meetings
- Provide an Operations Memorandum outlining all field related activity
- Prepare maintenance plan for future District infrastructure
- Prepare Emergency Action Plan for hurricanes and significant weather events.
- Receive / Respond to resident emails and phone calls pertaining to District related issues.
- Capital / Project Management pricing and proposals can be provided based upon each individual project.

	<u>Monthly Amount</u>
Field Operations Management	\$1,250.00

#### Additional Services:

Amenity Management / Staffing Services	TBD
General Maintenance Personnel (per hour + any materials)	\$35.00

#### General Provisions:

Reasonable reimbursement for the expense of copies, office supplies, mileage, etc.

\_\_\_\_\_  
Chairman, Bannan Lakes CDD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Riverside Management Services, Inc.

\_\_\_\_\_  
Date

## *TENTH ORDER OF BUSINESS*

*B.*

**REQUISITION NO. 52**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**

**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 52
- (B) Name of Payee: Clary & Associates
- (C) Amount Payable: Total: \$1,500.00
- (D) Bannon Lakes CDD Invoice: 2016-700-2
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: February 17, 2017

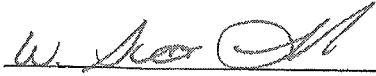
**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:   
Title: District Engineer

# Clary & Associates, Inc.

3830 Crown Point Road • Suite A • Jacksonville, Florida 32257 • (904) 260-2703

INVOICE NO: 2016-700-2  
DATE: 01/28/17

PAGE 1

3352  
EASTLAND  
700 PONTE VEDRA LAKES BLVD  
PONTE VEDRA BEACH FL 32082

DELIVER TO:

SEE FILES PROVIDED; MOVE TREES  
FROM 5' OFF CURB TO 7' OFF  
CURB

ORDERED BY JOHN DODSON

DESCRIPTION 01/06/17

W.O. NO. 2016-700-2

LOT : OAKS  
SUBDIVISION: BANNON LAKES UNIT 1  
SECTION : 12 TOWNSHIP: 6S RANGE: 28E  
ADDRESS : NINE MILE RD  
ST. JOHNS  
IN NAME OF : STAKE REMAINING OAKS ON BOULEVARD TO AV  
HOMES ENTRANCE, STAKE OAKS ON WEST BANK  
OF AMENIY CENTER POND

SUB. SURVEY STAKE OUT OAKS

1,500.00

TOTAL DUE \$1,500.00

*Survey*

*BS*

PAYMENT DUE 10 DAYS FROM RECEIPT  
PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT

*BS*

# Clary & Associates, Inc.

3830 Crown Point Road • Suite A • Jacksonville, Florida 32257 • (904) 260-2703

INVOICE NO: 2016-700-2  
DATE: 01/28/17

PAGE 1

3352  
EASTLAND  
700 PONTE VEDRA LAKES BLVD  
PONTE VEDRA BEACH FL 32082

DELIVER TO:

SEE FILES PROVIDED; MOVE TREES  
FROM 5' OFF CURB TO 7' OFF  
CURB

ORDERED BY JOHN DOOSON

DESCRIPTION 01/06/17

W.O. NO. 2016-700-2

LOT : OAKS  
SUBDIVISION: BANNON LAKES UNIT 1  
SECTION : 12 TOWNSHIP: 6S RANGE: 28E  
ADDRESS : NINE MILE RD  
ST. JOHNS  
IN NAME OF : STAKE REMAINING OAKS ON BOULEVARD TO AV  
HOMES ENTRANCE, STAKE OAKS ON WEST BANK  
OF AMENITY CENTER POND

SUB. SURVEY STAKE OUT OAKS

1,500.00

TOTAL DUE \$1,500.00

PAYMENT DUE 10 DAYS FROM RECEIPT  
PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT

**REQUISITION NO. 53**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 53
- (B) Name of Payee: Carlton Construction
- (C) Amount Payable: Total: \$280,099.80
- (D) Bannon Lakes CDD Invoice: Entry #3, Amenity #2
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: February 17, 2017


**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:   
Title: District Engineer

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER	Bannon Lakes CDD c/o Eastland 475 W. Town Place, Suite 144 St. Augustine FL 32092	PROJECT:	Bannon Lakes Entry Features Bannon Lakes Drive St. Augustine FL 32092	APPLICATION NO:	3	Distribution to:								
FROM CONTRACTOR:	Carlton Construction, Inc. 4615 U.S. Highway 17, Suite 1 Fleming Island FL 32003	VIA ARCHITECT:	Basham & Lucas Design Group, Inc. 7645 Gate Parkway Suite 201 Jacksonville FL 32256	PERIOD TO:	01/30/2017	<table border="1"> <tr> <td>X</td> <td>OWNER</td> </tr> <tr> <td>X</td> <td>ARCHITECT</td> </tr> <tr> <td>X</td> <td>CONTRACTOR</td> </tr> <tr> <td></td> <td>CONSULTANT</td> </tr> </table>	X	OWNER	X	ARCHITECT	X	CONTRACTOR		CONSULTANT
X	OWNER													
X	ARCHITECT													
X	CONTRACTOR													
	CONSULTANT													
CONTRACT FOR:	Bannon Lakes Entry Features	PROJECT NOS:	16-06A	CONTRACT DATE:										

## CONTRACTOR'S APPLICATION FOR PAYMENT

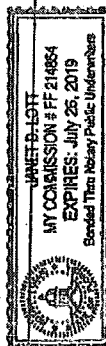
1. ORIGINAL CONTRACT SUM	217,776.92
2. Net change by Change Orders	-491.26
3. CONTRACT SUM TO DATE (Line 1+2)	217,285.66
4. TOTAL COMPLETED & STORED TO DATE (Column G on detailed sheet)	217,285.66
5. RETAINAGE: a. 10.00 % of Completed Work (Column D + E on detailed sheet)	21,728.56
b. 10.00 % of Stored Material (Column F on detailed sheet)	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of detailed sheet)	21,728.56
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	195,557.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	149,194.10
8. CURRENT PAYMENT DUE	46,363.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	21,728.56

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in Previous month by Owner	0.00	0.00
Total approved this Month	0.00	-491.26
NET CHANGES by Change Order	0.00	-491.26
TOTAL	-491.26	

## CONTRACTOR'S CERTIFICATION OF WORK

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

CONTRACTOR: [Signature] Date: 1/30/17  
 State of: Florida County of: Clay  
 Subscribed and sworn to before me this 30th day of Jan., 2017  
 Notary Public: [Signature]  
 My Commission Expires: 7-26-19



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$  
 (Attach explanation if amount certified differs from amount applied for). Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ARCHITECT: [Signature] Date: 2/7/17

This Certificate is non negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor on this Contract.

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
1000 - Project Management	9,420.00		9,420.00	9,420.00			9,420.00	100.00		942.00
1005 - Small Tools	250.00		250.00	250.00			250.00	100.00		25.00
1007 - Surveying & Layout	2,500.00		2,500.00	2,500.00			2,500.00	100.00		250.00
1009 - Blueprinting	80.00		80.00	80.00			80.00	100.00		8.00
1010 - Concrete Testing	1,500.00		1,500.00	1,500.00			1,500.00	100.00		150.00
1020 - Permits	1,600.00		1,600.00	1,600.00			1,600.00	100.00		160.00
1030 - Builders Risk Insurance	660.00		660.00	660.00			660.00	100.00		66.00
1031 - Liability Insurance	958.22		958.22	958.22			958.22	100.00		95.82
1050 - Safety	300.00		300.00	300.00			300.00	100.00		30.00
1060 - Ice/Water	24.00		24.00	24.00			24.00	100.00		2.40
1251 - Portable Toilet	270.00		270.00	270.00			270.00	100.00		27.00
1505 - Temp Electric	201.00		201.00	201.00			201.00	100.00		20.10
1507 - Temp Water	201.00		201.00	201.00			201.00	100.00		20.10
1600 - Submittals	300.00		300.00	300.00			300.00	100.00		30.00
1720 - Dumpster	1,000.00		1,000.00	1,000.00			1,000.00	100.00		100.00
1730 - Closeout Docs	300.00		300.00	300.00	300.00		300.00	100.00		30.00
1875 - Final Clean	300.00		300.00	300.00	300.00		300.00	100.00		30.00
2010 - Misc. Sitework	1,000.00		1,000.00	1,000.00	1,000.00		1,000.00	100.00		100.00
2830 - Vinyl Fencing	9,215.00		9,215.00	9,215.00	9,215.00		9,215.00	100.00		921.50
3000 - Concrete	34,550.00	-3,600.00	30,950.00	30,950.00			30,950.00	100.00		3,095.00
4212 - Site Brick Veneer	37,826.00		37,826.00	37,702.00	124.00		37,826.00	100.00		3,782.60
4225 - Site CMU Wall	46,080.00	-2,905.00	43,175.00	43,175.00			43,175.00	100.00		4,317.50
4725 - Site Cast Stone	21,524.00	6,013.74	27,537.74	21,524.00	6,013.74		27,537.74	100.00		2,753.77
6462 - PVC Brackets	2,400.00		2,400.00		2,400.00		2,400.00	100.00		240.00
7925 - Sealants & Caulks	50.00		50.00		50.00		50.00	100.00		5.00
9100 - Stucco	2,400.00		2,400.00		2,400.00		2,400.00	100.00		240.00
9910 - Site Painting	1,600.00		1,600.00		1,600.00		1,600.00	100.00		160.00
10435 - Signage	12,593.00		12,593.00	5,297.00	7,296.00		12,593.00	100.00		1,259.30
16110 - Site Electrical	18,350.00		18,350.00		18,350.00		18,350.00	100.00		1,835.00
17900 - Contractor's Fee	10,324.70		10,324.70	7,859.00	2,465.70		10,324.70	100.00		1,032.47
Totals:	217,776.92	-491.26	217,285.66	165,771.22	51,514.44		217,285.66	100.00		21,728.56

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER Bannan Lakes CDD  
c/o Eastland  
475 W. Town Place, Suite 114  
St. Augustine FL 32092

PROJECT: Bannan Lakes Amenity Center  
35 Bannan Lake Drive  
St. Augustine FL 32095

APPLICATION NO: 2

Distribution to:

FROM CONTRACTOR: Carlton Construction, Inc.  
4615 U.S. Highway 17, Suite 1  
Fleming Island FL 32003

VIA ARCHITECT: Basham & Lucas Design Group, Inc.  
7645 Gate Parkway  
Suite 201  
Jacksonville FL 32256

PERIOD TO: 01/30/2017

PROJECT NOS: 1606

CONTRACT DATE:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	CONSULTANT

CONTRACT FOR: Bannan Lakes Amenity Center

## CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM	2,681,282.41
2. Net change by Change Orders	0.00
3. CONTRACT SUM TO DATE (Line 1+2)	2,681,282.41
4. TOTAL COMPLETED & STORED TO DATE (Column G on detailed sheet)	290,467.11
5. RETAINAGE: a. 10.00 % of Completed Work (Column D + E on detailed sheet)	29,046.72
b. 10.00 % of Stored Material (Column F on detailed sheet)	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of detailed sheet)	29,046.72
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	261,420.39
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	27,683.59
8. CURRENT PAYMENT DUE	233,736.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	2,419,862.02

## CONTRACTOR'S CERTIFICATION OF WORK

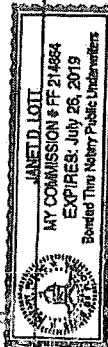
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Carlton Construction Date: 1/30/17  
State of: Florida County of: Clay

Subscribed and sworn to before me this 30th day of Jan, 2017

Notary Public: James D. Lott

My Commission Expires: 7-26-19



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 233,736.80

(Attach explanation if amount certified differs from amount applied for). Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ARCHITECT: Will H. Lott Date: 2/1/17

This Certificate is non negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor on this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in Previous month by Owner	0.00	0.00
Total approved this Month	0.00	0.00
NET CHANGES by Change Order	0.00	0.00
TOTAL	0.00	

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
610 - Performance Bond	25,018.98		25,018.98	25,018.98			25,018.98	100.00		2,501.90
1000 - Project Management	119,976.00		119,976.00	1,011.57	14,999.00		16,010.57	13.34	103,965.43	1,601.06
1003 - Job Trailer	3,000.00		3,000.00		1,611.00		1,611.00	53.70	1,389.00	161.10
1005 - Small Tools	250.00		250.00						250.00	
1006 - Surveying & Layout	9,401.00		9,401.00		1,200.00		1,200.00	12.76	8,201.00	120.00
1007 - Blueprinting	640.00		640.00		150.00		150.00	23.44	490.00	15.00
1008 - Photographs	100.00		100.00						100.00	
1010 - Testing	4,200.00		4,200.00		750.00		750.00	17.86	3,450.00	75.00
1015 - Temp Locks	90.00		90.00						90.00	
1017 - Generator Fuel	1.00		1.00						1.00	
1018 - Generator Rental	1.00		1.00						1.00	
1020 - Permits	7,300.00		7,300.00	3,184.00	3,384.00		6,568.00	89.97	732.00	656.80
1030 - Builders Risk Insurance	9,805.00		9,805.00		9,805.00		9,805.00	100.00		980.50
1031 - Liability Insurance	10,725.13		10,725.13		1,073.00		1,073.00	10.00	9,652.13	107.30
1044 - Mailing/Shipping	96.00		96.00		12.00		12.00	12.50	84.00	1.20
1050 - Safety	500.00		500.00		175.00		175.00	35.00	325.00	17.50
1060 - Ice/Water	50.00		50.00		27.00		27.00	54.00	23.00	2.70
1110 - Portable Toilets	2,640.00		2,640.00		330.00		330.00	12.50	2,310.00	33.00
1505 - Temp Electric	800.00		800.00		800.00		800.00	100.00		80.00
1507 - Temp Water	800.00		800.00		92.56		92.56	11.57	707.44	9.26
1510 - Temporary Fence	600.00		600.00						600.00	
1520 - Submittals	200.00		200.00		75.00		75.00	37.50	125.00	7.50
1530 - Field Office Supplies	160.00		160.00		20.00		20.00	12.50	140.00	2.00
1580 - Project Sign	302.00		302.00		302.00		302.00	100.00		30.20
1710 - Intermediate Cleanup	3,600.00		3,600.00		450.00		450.00	12.50	3,150.00	45.00
1720 - Dumpsters	13,500.00		13,500.00		450.00		450.00	3.33	13,050.00	45.00
1730 - Closeout Docs	300.00		300.00						300.00	
1800 - Punch Out	500.00		500.00						500.00	
1875 - Final Clean	1,596.80		1,596.80						1,596.80	
2010 - Misc. Sitework Allow.	25,000.00		25,000.00						25,000.00	
2014 - 3/4" Crushed Rock	850.00		850.00						850.00	
2530 - Pool Deck Pavers	43,870.00		43,870.00						43,870.00	
2829 - Dog Park Fencing	22,880.00		22,880.00						22,880.00	
2831 - Vinyl 3-Rail Fencing	2,700.00		2,700.00						2,700.00	

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
2832 - Tot Lot Fencing	7,532.00		7,532.00						7,532.00	
2833 - Aluminum Pool Fencing	21,126.00		21,126.00						21,126.00	
2836 - Dumpster Gates	8,600.00		8,600.00						8,600.00	
2838 - Pool Enclosure Gate	2,900.00		2,900.00						2,900.00	
2860 - Sports Courts	120,270.00		120,270.00						120,270.00	
2870 - Playground Equipment	70,000.00		70,000.00						70,000.00	
2880 - Site Furnishings	4,154.00		4,154.00						4,154.00	
2900 - Landscaping	240,616.00		240,616.00						240,616.00	
2910 - Irrigation	89,301.00		89,301.00						89,301.00	
2990 - Dumpster Enclosure	7,250.00		7,250.00						7,250.00	
2992 - Deco Site Columns	15,930.00		15,930.00						15,930.00	
3000 - Concrete	65,529.00		65,529.00						65,529.00	
3010 - Tree Rings	4,302.00		4,302.00						4,302.00	
3020 - Tot Lot Slab	2,018.50		2,018.50						2,018.50	
3345 - Termite Treatment	1,126.00		1,126.00						1,126.00	
4210 - Brick Veneer	47,810.00		47,810.00		745.00		745.00	66.16	381.00	74.50
4222 - CMU Masonry	9,825.00		9,825.00						9,825.00	
4720 - Arch. Cast Stone	11,100.00		11,100.00						11,100.00	
5100 - Misc. Steel	250.00		250.00		4,178.00		4,178.00	37.64	6,922.00	417.80
5515 - Ladders	175.00		175.00						250.00	
5720 - Handrails & Railings	8,332.00		8,332.00						175.00	
6015 - Heavy Timber Material	8,483.00		8,332.00						8,332.00	
6020 - T&G & Beams - Exterior	6,679.00		8,483.00						8,483.00	
6100 - Rough Framing Install	58,675.00		6,679.00						6,679.00	
6101 - Lumber Package	43,475.00		58,675.00						58,675.00	
6103 - Shutters & Hardware	8,090.00		43,475.00						43,475.00	
6105 - Misc. Blocking	500.00		8,090.00						8,090.00	
6160 - Hardie Lap Siding	11,631.00		500.00						500.00	
6190 - Truss Packages	17,511.00		11,631.00						11,631.00	
6400 - Cabinetry & SS Tops	22,961.00		17,511.00						17,511.00	
6451 - Interior Trim Material	1,934.00		22,961.00						22,961.00	
6452 - Interior Trim Install	10,902.00		1,934.00						1,934.00	
6453 - T&G - Interior	2,846.00		10,902.00						10,902.00	
6454 - Hardie Soffit	3,051.00		2,846.00						2,846.00	
			3,051.00						3,051.00	

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
6458 - PT Wood brackets	5,367.00		5,367.00						5,367.00	
6462 - PVC Brackets	2,986.00		2,986.00						2,986.00	
6700 - Framing Hardware	500.00		500.00						500.00	
6791 - Exterior Trim Install	43,614.00		43,614.00						43,614.00	
7100 - Waterproofing	17,227.00		17,227.00						17,227.00	
7200 - Insulation	19,061.00		19,061.00						19,061.00	
7300 - Roofing	70,645.00		70,645.00						70,645.00	
7720 - Gutters & Downspouts	14,320.00		14,320.00						14,320.00	
7920 - Sealants and Caulks	350.00		350.00						350.00	
8101 - Door Installation	3,850.00		3,850.00						3,850.00	
8211 - MDF Interior Doors	1,656.00		1,656.00						1,656.00	
8220 - Fiberglass Doors	13,838.00		13,838.00						13,838.00	
8240 - Counter Barn Doors	900.00		900.00						900.00	
8305 - Access Doors	160.00		160.00						160.00	
8410 - Storefront Systems	18,900.00		18,900.00						18,900.00	
8450 - Pella Window Package	29,989.00		29,989.00						29,989.00	
8501 - Window Installation	6,000.00		6,000.00						6,000.00	
8710 - Door Hardware	13,843.00		13,843.00						13,843.00	
9100 - Stucco	5,000.00		5,000.00						5,000.00	
9105 - Stucco - Dumpster	2,500.00		2,500.00						2,500.00	
9250 - Gypsum Board	36,244.00		36,244.00						36,244.00	
9437 - Tree Ring Tile	3,630.00		3,630.00						3,630.00	
9541 - Flooring	48,014.00		48,014.00						48,014.00	
9900 - Painting	28,333.00		28,333.00						28,333.00	
9910 - Site Painting	500.00		500.00						401.00	9.90
10165 - Toilet Partitions	12,314.00		12,314.00						12,314.00	
10433 - Informational Signage	9,467.00		9,467.00						9,467.00	
10522 - Fire Extinguishers	849.00		849.00						849.00	
10536 - Awnings	690.00		690.00						690.00	
10705 - Bahama Shutters	4,260.00		4,260.00						4,260.00	
10800 - Bath Accessories	12,488.00		12,488.00						12,488.00	
10850 - Mirrors	1,192.00		1,192.00						1,192.00	
11450 - Appliances	5,526.00		5,526.00						5,526.00	
13152 - Swimming Pool	442,345.00		442,345.00						249,835.00	19,251.00
					192,510.00		192,510.00	43.52		
							99.00	19.80		
							99.00			

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
13300 - Tennis Shade Structure	4,140.00		4,140.00						4,140.00	
13305 - Pool Shade Structures	26,900.00		26,900.00		13,450.00		13,450.00	50.00	13,450.00	1,345.00
15100 - Plumbing	45,600.00		45,600.00						45,600.00	
15110 - Site Plumbing	4,500.00		4,500.00						4,500.00	
15405 - Pool Shower	200.00		200.00						200.00	
15700 - HVAC	76,547.00		76,547.00						76,547.00	
16000 - Electrical	107,000.00		107,000.00						107,000.00	
16250 - Electrical Fixtures	139,000.00		139,000.00						139,000.00	
16720 - Security System	20,000.00		20,000.00						20,000.00	
17900 - Contractor's Fee	134,500.00		134,500.00	1,545.00	13,020.00		14,565.00	10.83	119,935.00	1,456.50
<b>Totals:</b>	<b>2,681,282.41</b>		<b>2,681,282.41</b>	<b>30,759.55</b>	<b>259,707.56</b>		<b>290,467.11</b>	<b>10.83</b>	<b>2,390,815.30</b>	<b>29,046.72</b>

**REQUISITION NO. 54**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 54
- (B) Name of Payee: Vallencourt
- (C) Amount Payable: Total: \$425,365.91
- (D) Bannon Lakes CDD Invoice: 13
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: February 17, 2017


**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:   
Title: District Engineer

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO: RREF III-P-Es Bannan Lakes JV, LLC  
C/O England Thoms & Miller  
14775 St. Augustine Rd.  
Jacksonville, FL 32258

FROM: VALLENCOURT CONSTRUCTION CO., INC.  
P.O. BOX 65848  
ORANGE PARK, FL 32065

MA DOCUMENT G702  
PROJECT: Bannan Lakes Blvd. - ONSITE  
St. Augustine, FL

(Instructions on reverse side)  
APPLICATION NO. 13

PAGE

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR

## CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner		
Number	Approved this Month	ADDITIONS
1	11/3/2016	79,711.50
2		367,744.53
3		516,363.11
4		
TOTALS		(320,049.21)

Net change by Change Orders 983,819.14 (320,049.21) 663,769.93

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown herein is now due.

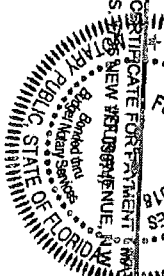
CONTRACTOR:

By: *[Signature]*

Date: 2-10-17

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on only the information and data comprising the above application, the Architect certifies that to the best of the Architect's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown herein is now due.



## CONTRACT DATE:

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM. \$ 5,025,816.32
2. Net change by Change Orders \$ 363,769.93
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 5,389,586.25
4. TOTAL COMPLETED & STORED TO DATE \$ 5,482,802.55

5. RETAINAGE:
  - a. 10 % of Completed Work \$ 548,280.26 (Column D + E on G703)
  - b. % of Stored Materials \$ (Column F on G703)

6. TOTAL EARNED LESS RETAINAGE: \$ 548,280.26 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 4,509,156.39
8. CURRENT PAYMENT DUE \$ 425,305.91
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 755,063.96 (Line 3 less Line 6)

State of: FLORIDA County of: CLAY  
Subscribed and sworn to before me this 10th day of Feb-17  
Notary Public: *[Signature]*  
My Commission Expires: 2-27-18

## AMOUNT CERTIFIED:

(Attach explanation if amount certified differs from the amount applied for.)  
By: *[Signature]* Senior Project Representative  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DATE: 2-11-17



Exhibit 3-  
Barron Lake Blvd.  
Schedule of Values

Statement of Work														
Item	Scope of Work	Quantity	Unit	Unit Price	Quantity Installed/ Interval App.	Quantity Installed/ Interval App.	Quantity Installed to Date	Stored (Material Used This Month)	Stored (Material Used This Month)	Total Stored Materials Used	Total Installed This Period	10% Net Retainage on Total Installed This Period	Total Invoiced to Date	Project Total
1	MOBILIZATION AND SITE PREPARATION	1.00	Lump Sum	\$39,953.32	1.00		1.00						\$39,953.32	\$39,953.32
2	GENERAL CONDITIONS	1.00	Lump Sum	\$57,901.96	0.95		1.00						\$57,901.96	\$57,901.96
3	CONSTRUCTION EXISTENCE	2.00	Each	\$4,138.60	2.00		2.00						\$8,277.20	\$8,277.20
4	CLEANING AND GRASSING	1.00	Lump Sum	\$57,891.96	1.00		1.00						\$57,891.96	\$57,891.96
5	DEMOLITION	1.00	Lump Sum	\$10,241.44	1.00		1.00						\$10,241.44	\$10,241.44
6	SHED TOWER & HULL BUNKS	60,200.00	Cubic Yard	\$2.66	60,200.00		60,200.00						\$160,532.00	\$160,532.00
7	ROADWAY EXCAVATION	61,471.00	Cubic Yard	\$1.35	61,471.00		61,471.00						\$83,075.85	\$83,075.85
8	PAVING & CONCRETE PAV. SUB BASEMENT	151,212.00	Cubic Yard	\$0.23	151,212.00		151,212.00						\$34,778.76	\$34,778.76
9	ROADWAY EXCAVATION	155,200.00	Cubic Yard	\$0.23	155,200.00		155,200.00						\$35,696.00	\$35,696.00
10	ROADWAY EXCAVATION	419,320.00	Cubic Yard	\$0.43	419,320.00		419,320.00						\$180,368.40	\$180,368.40
11	ROADWAY EXCAVATION	32,000.00	Square Yard	\$0.36	32,000.00		32,000.00						\$11,520.00	\$11,520.00
12	ROADWAY EXCAVATION	15,200.00	Square Yard	\$4.16	15,200.00		15,200.00						\$63,232.00	\$63,232.00
13	ROADWAY EXCAVATION	13,050.00	Square Yard	\$12.75	13,050.00		13,050.00						\$166,387.50	\$166,387.50
14	ROADWAY EXCAVATION	704.00	Square Yard	\$8.00	704.00		704.00						\$5,632.00	\$5,632.00
15	ROADWAY EXCAVATION	12,340.00	Square Yard	\$1.27	12,340.00		12,340.00						\$15,671.80	\$15,671.80
16	ROADWAY EXCAVATION	7,590.00	Linear Foot	\$9.77	7,590.00		7,590.00						\$74,400.30	\$74,400.30
17	ROADWAY EXCAVATION	101.00	Linear Foot	\$14.98	101.00		101.00						\$1,511.10	\$1,511.10
18	ROADWAY EXCAVATION	12,340.00	Square Yard	\$5.54	12,340.00		12,340.00						\$68,363.60	\$68,363.60
19	ROADWAY EXCAVATION	1.00	Lump Sum	\$5,596.57	0.50		1.00						\$5,596.57	\$5,596.57
20	ROADWAY EXCAVATION	609,720.00	Cubic Yard	\$2.17	609,720.00		609,720.00						\$1,323,110.40	\$1,323,110.40
21	ROADWAY EXCAVATION	1,560.00	Linear Foot	\$14.52	1,560.00		1,560.00						\$22,639.20	\$22,639.20
22	ROADWAY EXCAVATION	3,724.00	Cubic Yard	\$3.97	3,724.00		3,724.00						\$14,784.28	\$14,784.28
23	ROADWAY EXCAVATION	59,845.00	Square Yard	\$2.21	59,845.00		59,845.00						\$131,237.05	\$131,237.05
24	ROADWAY EXCAVATION	157,200.00	Square Yard	\$0.23	157,200.00		157,200.00						\$36,156.00	\$36,156.00
25	ROADWAY EXCAVATION	1,544.00	Linear Foot	\$17.17	1,544.00		1,544.00						\$26,504.48	\$26,504.48
26	ROADWAY EXCAVATION	1.00	Each	\$4,611.26	1.00		1.00						\$4,611.26	\$4,611.26
27	ROADWAY EXCAVATION	17.00	Each	\$2,025.16	17.00		17.00						\$34,427.72	\$34,427.72
28	ROADWAY EXCAVATION	19.00	Each	\$2,025.16	19.00		19.00						\$38,478.04	\$38,478.04
29	ROADWAY EXCAVATION	340.00	Linear Foot	\$50.42	340.00		340.00						\$17,142.80	\$17,142.80
30	ROADWAY EXCAVATION	3.00	Each	\$460.01	3.00		3.00						\$1,380.03	\$1,380.03
31	ROADWAY EXCAVATION	2.00	Each	\$2,467.80	2.00		2.00						\$4,935.60	\$4,935.60
32	ROADWAY EXCAVATION	2.00	Each	\$2,467.80	2.00		2.00						\$4,935.60	\$4,935.60
33	ROADWAY EXCAVATION	1.00	Each	\$5,316.88	1.00		1.00						\$5,316.88	\$5,316.88
34	ROADWAY EXCAVATION	352.00	Linear Foot	\$43.13	352.00		352.00						\$15,181.76	\$15,181.76
35	ROADWAY EXCAVATION	194.00	Linear Foot	\$50.35	194.00		194.00						\$9,767.94	\$9,767.94
36	ROADWAY EXCAVATION	432.00	Linear Foot	\$46.83	432.00		432.00						\$20,228.56	\$20,228.56
37	ROADWAY EXCAVATION	80.00	Linear Foot	\$70.56	80.00		80.00						\$5,644.80	\$5,644.80
38	ROADWAY EXCAVATION	144.00	Linear Foot	\$94.55	144.00		144.00						\$13,615.20	\$13,615.20
39	ROADWAY EXCAVATION	248.00	Linear Foot	\$94.89	248.00		248.00						\$23,532.72	\$23,532.72
40	ROADWAY EXCAVATION	152.00	Linear Foot	\$114.50	152.00		152.00						\$17,404.00	\$17,404.00
41	ROADWAY EXCAVATION	216.00	Linear Foot	\$114.50	216.00		216.00						\$24,732.00	\$24,732.00
42	ROADWAY EXCAVATION	331.412.65		\$34.37	331.412.65		331.412.65						\$11,387.44	\$11,387.44
43	ROADWAY EXCAVATION	220.00	Each	\$1.70	220.00		220.00						\$374.00	\$374.00
44	ROADWAY EXCAVATION	1,895.00	Linear Foot	\$1.70	1,895.00		1,895.00						\$3,221.30	\$3,221.30
45	ROADWAY EXCAVATION	1,895.00	Linear Foot	\$6.32	1,895.00		1,895.00						\$11,983.20	\$11,983.20
46	ROADWAY EXCAVATION	1.00	Lump Sum	\$14,329.31	1.00		1.00						\$14,329.31	\$14,329.31
47	ROADWAY EXCAVATION	1,389.00	Linear Foot	\$15.89	1,389.00		1,389.00						\$21,875.81	\$21,875.81
48	ROADWAY EXCAVATION	15.00	Each	\$9,920.15	15.00		15.00						\$149,802.25	\$149,802.25
49	ROADWAY EXCAVATION													
50	ROADWAY EXCAVATION													
51	ROADWAY EXCAVATION													
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100	ROADWAY EXCAVATION													





#	Scope of Work	Quantity	Unit	Unit Price	Quantity Installed/Measured Last App.	Quantity Installed/Measured This App.	Quantity Installed to Date	Stored Material Used Last Month	Stored Material Used This Month	Total Stored Material Used	Total Installed This Period	30% Net Retention on Total Installed This Period	Total Installed to Date	Project Total	% Comp.
1	Billed Protection	18.00	Each	\$167.91	18.00	-	18.00	-	-	-	-	-	18.00	2,842.28	100%
22	STORM WATER POLLUTION PREVENTION PLAN	1.00	Lump Sum	\$11,828.88	1.00	-	1.00	-	-	-	-	-	1.00	32,280.00	100%
	WETDES Paint Compliance	1.00	Each	\$421.10	1.00	-	1.00	-	-	-	-	-	1.00	11,873.48	100%
23	TESTING	1.00	Each	\$23,878.50	1.00	-	1.00	-	-	-	-	-	1.00	421.10	100%
24	Estimate Daily Testing BARRON LAKES	1.00	Lump Sum	\$23,878.50	1.00	-	1.00	-	-	-	-	-	1.00	33,878.50	100%
25	MAINTENANCE OF TRAFFIC	1.00	Lump Sum	\$9,767.51	1.00	-	1.00	-	-	-	-	-	1.00	9,767.51	100%
26	CONCRETE SUBGRADE/GRADENET PAVING	5,308.00	Square Yard	\$5.19	5,308.00	-	5,308.00	-	-	-	-	-	5,308.00	3,252.51	100%
	Subgrade for Stormwater 5' Wide	1,814.00	Square Yard	\$2.43	1,814.00	-	1,814.00	-	-	-	-	-	1,814.00	1,814.00	100%
	4" Gravel for Stormwater 5' Wide	4,783.00	Square Yard	\$9.66	4,783.00	-	4,783.00	-	-	-	-	-	4,783.00	37,545.52	100%
	18" 1" Asphalt 6" Mill (see plan)	4,783.00	Square Yard	\$7.53	4,783.00	-	4,783.00	-	-	-	-	-	4,783.00	46,010.52	100%
	18" 1" Asphalt 6" Mill (see plan)	4,783.00	Square Yard	\$7.53	4,783.00	-	4,783.00	-	-	-	-	-	4,783.00	31,782.54	100%
	18" 1" Asphalt 6" Mill (see plan)	4,783.00	Square Yard	\$7.53	4,783.00	-	4,783.00	-	-	-	-	-	4,783.00	46,010.52	100%
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	18" 1" Asphalt 6" Mill (see plan)	4,783.00	Square Yard	\$7.53	4,783.00	-	4,783.00	-	-	-	-	-	4,783.00	46,010.52	100%
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	18" 1"														



Marcus McInarnay  
President

Mike Valencourt  
Chairman

Mike Valencourt II  
Vice President

Frank Valencourt  
Senior Vice President

**TITLE:** Bid Set to Construction Set Plan Changes

**DATE:** 2/9/2017

**PROJECT:** Bannan Lakes - Onsite

**VCC JOB #:** 2015-73

**TO:** Art Lancaster

**No.:** 004

Eastland

700 Ponte Vedra Lakes Blvd.

Ponte Vedra Beach, FL 32082

Item	Description	Qty.	Units	Unit Price	Total
	Seed and Mulch Right of Way	187,200	SY	\$ (0.23)	\$ (43,056.00)
	BL 1" SP 9.5 FINAL LIFT BANNON LAKES ROADWAY	12,340	SY	\$ (5.54)	\$ (68,363.60)
	Roadway Underdrain	10,000	LF	\$ (19.45)	\$ (194,500.00)
	Underdrain Cleanout	50	EA	\$ (282.00)	\$ (14,100.00)
	Irrigation Sleeves 2"	1	LF	\$ (6.04)	\$ (6.04)
	Irrigation Sleeves 4"	1	LF	\$ (7.31)	\$ (7.31)
	Irrigation Sleeves 3"	1	LF	\$ (6.85)	\$ (6.85)
	Irrigation Sleeves 6"	1	LF	\$ (9.41)	\$ (9.41)
				<b>Total</b>	<b>\$ (320,049.21)</b>

**AGREED:**

Valencourt Construction Company, Inc.

Eastland

By:

  
J. Daniel Valencourt, Project Manager

By:

Signature & Title

Date:

2/9/2017

Date:

**REQUISITION NO. 55**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 55
- (B) Name of Payee: Basham & Lucas
- (C) Amount Payable: Total: \$6,524.00
- (D) Bannon Lakes CDD Invoice: 5249
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: February 17, 2017


**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

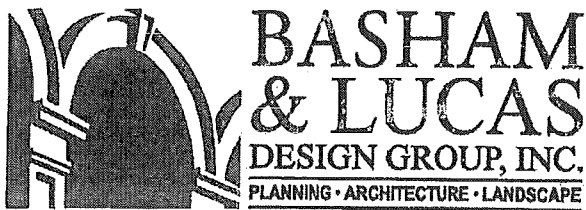
By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:   
Title: District Engineer



7645 Gate Parkway Suite 201  
Jacksonville, FL 32256  
(904) 731-2323

[www.bashamlucas.com](http://www.bashamlucas.com)

## Invoice

DATE	INVOICE #
2/10/2017	5249

### BILL TO:

Bannon Lakes CDD  
475 West Town Place #114  
St. Augustine, FL 32092

PROJECT:		Bannon Lakes Entry & Amenity #16-06A			
CONTRACT SERVICES		CONTRACT	% COMPLETE	TO DATE	AMOUNT DUE
Part 13 - Shop Drawing Review		\$25,000	39	\$5,300	4,400.00
Part 14 - Const Admin		\$10,000	56	\$3,750	1,900.00
Reimbursable: WET Engineering printing & courier of pool drawings					224.00
We appreciate your business, thank you.				<b>TOTAL</b>	<b>\$6,524.00</b>

*(Signature)*

**REQUISITION NO. 56**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 56
- (B) Name of Payee: Vallencourt Construction
- (C) Amount Payable: Total: \$289,631.02
- (D) Bannon Lakes CDD Invoice: 14 & Retainage
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;

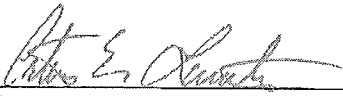
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: February 21, 2017


**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:   
Title: District Engineer

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO: **SPICE H&P-EE Bannan Lakes JV, LLC**  
 C/O Engleland Thins & Miller  
 14775 St. Augustine Rd  
 Jacksonville, FL 32258

AIA DOCUMENT G702  
 PROJECT: Bannan Lakes Blvd. - ON SITE

(Instructions on reverse side)

St. Augustine, FL

FROM: **VALLENCOURT CONSTRUCTION CO., INC.**  
 P.O. BOX 65849  
 ORANGE PARK, FL 32065

APPLICATION Complete Phase  
 Base Retainage  
 PERIOD TO: 2/16/17  
 ARCHITECT'S  
 PROJECT NO:

PAGE

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR

## CONTRACT FOR

### CONTRACTOR'S APPLICATION FOR PAYMENT

#### CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month	Date Approved		
Number			
1	11/3/2016	79,711.50	
2		387,744.53	
3		516,363.11	
4			(320,049.21)
TOTALS		963,819.14	(320,049.21)

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

CONTRACTOR:

By: *[Signature]* Date: 2-16-17

### CONTRACT DATE:

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM..... \$ 5,025,816.32
2. Net change by Change Orders..... \$ 663,769.93
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 5,689,586.25
4. TOTAL COMPLETED & STORED TO DATE..... \$ 5,482,802.55  
 (Column G on G703)
5. RETAINAGE:  
 a. 10 % of Completed Work Amenity Center Only \$ 30,981.79  
 (Column D + E on G703)  
 b. % of Stored Materials \$  
 (Column F on G703)  
 Total Retainage (Line 5a + 5b or Total in Column 1 of G703)..... \$ 30,981.79  
 Only Retainage being held is from Amenity Center
6. TOTAL EARNED LESS RETAINAGE..... \$ 5,658,604.56  
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$ 5,208,662.42
8. CURRENT PAYMENT DUE..... \$ 449,942.14
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 237,765.49  
 (Line 3 less Line 6)

State of: FLORIDA  
 Subscribed and sworn to before me this  
 Notary Public: *[Signature]*  
 My Commission Expires: 2-27-18

County of: CLAY  
 16th day of February 2017

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the best of the Architect's knowledge, information and belief that the Work has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

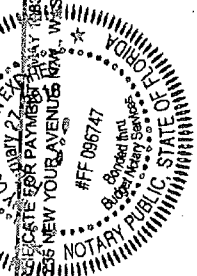
By: *[Signature]* Date: 2-17-17

AMOUNT CERTIFIED..... \$ 243,158.34  
 (Attach explanation if amount certified differs from the amount applied for.)

By: *[Signature]* Date: 2-17-17  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT  
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1936 NEW YORK AVENUE, N.W., WASHINGTON D.C. 20006

G702-1986



APPLICATION AND CERTIFICATE FOR PAYMENT  
TO: AIA DOCUMENT G702 PROJECT: Barron Lakes Blvd. - ONSITE  
C/O England Thoms & Miller  
14775 St. Augustine Rd  
Jacksonville, FL 32256  
St. Augustine, FL  
FROM: VALLENCOURT CONSTRUCTION CO., INC.  
P.O. BOX 65849  
ORANGE PARK, FL 32065

CONTRACT FOR:  
CONTRACTOR'S APPLICATION FOR PAYMENT  
CHANGE ORDER SUMMARY  
Change Orders approved in previous months by Owner  
TOTAL

APPROVED THIS MONTH		ADDITIONS	DEDUCTIONS
Number	Date Approved		
1	11/3/2016	79,711.50	
2		387,744.53	
3		518,363.11	
4			(320,049.21)
TOTALS		963,819.14	(320,049.21)

Net change by Change Orders  
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown herein is now due.

CONTRACTORS: *[Signature]* Date: 2-16-17  
By: *[Signature]* Date: 2-17-17  
State of: FLORIDA County of: CLAY  
Notary Public: *[Signature]* day of February  
My Commission Expires: 2-27-18

ARCHITECT'S CERTIFICATE FOR PAYMENT  
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown herein is now due.

AMOUNT CERTIFIED: \$ 46,472.68  
(Attach explanation if amount certified differs from the amount applied for.)  
ARCHITECT: *[Signature]* Date: 2-17-17  
The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.  
AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 2008 EDITION - AIA © 1983  
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON D.C. 20006  
NOTARY PUBLIC, STATE OF FLORIDA  
#FF 096747  
Barron Lakes Blvd. - ONSITE

APPLICATION  
PERIOD TO: 2/15/17  
ARCHITECT'S  
PROJECT NO:

PAGE  
Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR

- Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached
1. ORIGINAL CONTRACT SUM.  
\$ 5,025,816.32
  2. Net change by Change Orders  
\$ 663,769.93
  3. CONTRACT SUM TO DATE (Line 1 + 2)  
\$ 5,689,586.25
  4. TOTAL COMPLETED & STORED TO DATE  
(Column G on G703)  
\$ 5,534,438.86
  5. RETAINAGE:  
a. 10 % of Completed Work Amenity Center Only \$ 36,145.42  
(Column D + E on G703)  
Only Retainage being held is from Amenity Center  
b. % of Stored Materials \$  
(Column F on G703)  
Total Retainage (Line 5a + 5b or Total in Column 1 of G703)  
\$ 36,145.42
  6. TOTAL EARNED LESS RETAINAGE  
(Line 4 Less Line 5 Total)  
\$ 5,451,820.76
  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  
\$ 5,451,820.76
  8. CURRENT PAYMENT DUE  
\$ \$46,472.68
  9. BALANCE TO FINISH, PLUS RETAINAGE  
(Line 3 less Line 8)  
\$ 191,292.81



Exhibit "A"  
Bannon Lakes Road  
Schedule of Values

#	Scope of Work	Quantity	Unit	Unit Price	Quantity Invoiced/Lst App.	Quantity Installed This App.	Stored Materials Used This Month	Stored Materials Used This Month	Total Stored Materials Used	Total Installed This Period	10% Ret. retained on Total Installed This Period	Total Installed To Date	Project Total	% Comp.
0	BOND													
1	Payment & Performance Bonds	1.00	Lump Sum	\$39,983.92	1.00							\$39,983.92	\$39,983.92	100%
2	PROCESSION AND SITE PREPARATION													
2.1	General Conditions	1.00	Lump Sum	\$57,901.56	1.00							\$57,901.56	\$57,901.56	100%
2.2	Construction Entrance	2.00	Each	\$4,136.60	2.00							\$8,273.20	\$8,273.20	100%
2.3	Surveying	1.00	Lump Sum	\$57,691.96	1.00							\$57,691.96	\$57,691.96	100%
2.4	CLEARING AND GRADING													
2.4.1	Demolition	1.00	Lump Sum	\$10,241.44	1.00							\$10,241.44	\$10,241.44	100%
2.4.2	Clearing	14.20	Acres	\$3,775.25	14.20							\$53,607.50	\$53,607.50	100%
2.4.3	Strip Topsoil & Haul to Ponds	60,300.00	Cubic Yard	\$2.56	60,300.00							\$154,368.00	\$154,368.00	100%
3	ROADWAY EARTHWORK													
3.1	Clearing	61,471.00	Cubic Yard	\$1.35	61,471.00							\$83,075.85	\$83,075.85	100%
3.2	Fill & Compact Fill	151,212.00	Cubic Yard	\$1.35	151,212.00							\$204,136.20	\$204,136.20	100%
3.3	Final Dressout	151,212.00	Cubic Yard	\$0.23	151,212.00							\$34,778.76	\$34,778.76	100%
4	STOCKPILE													
4.1	Stockpile	419,920.00	Cubic Yard	\$0.43	419,920.00							\$180,565.60	\$180,565.60	100%
5	ROADWAY PAVEMENT & FINAL R/W GRADING													
5.1	Final Dressout Night of to back of curb	32,000.00	Square Yard	\$0.36	32,000.00							\$11,520.00	\$11,520.00	100%
5.2	Subgrade Stabilization LBR 40 road way	15,280.00	Square Yard	\$4.16	15,280.00							\$63,564.80	\$63,564.80	100%
5.3	Unimproved Bannock Lakes	13,055.00	Square Yard	\$2.73	13,055.00							\$35,840.15	\$35,840.15	100%
5.4	BL 1" S3 Asphalt Pavement Temp Guide Sae	704.00	Square Yard	\$9.00	704.00							\$6,336.00	\$6,336.00	100%
5.5	BL 1 1/2" Asphalt Pavement SP-12.5 1ST LIFT	12,340.00	Square Yard	\$9.00	12,340.00							\$111,060.00	\$111,060.00	100%
5.6	BL 1 1/2" Asphalt Pavement SP-12.5 2ND LIFT	7,930.00	Square Yard	\$9.00	7,930.00							\$71,370.00	\$71,370.00	100%
5.7	BL 1 1/2" Asphalt Pavement SP-12.5 3RD LIFT	101.00	Linear Feet	\$14.95	101.00							\$1,510.95	\$1,510.95	100%
5.8	BL 1" SP 9.5 FINAL LIFT BANNON LAKES ROADWAY	12,340.00	Square Yard	\$5.54	12,340.00							\$68,363.60	\$68,363.60	100%
6	STORM DRAINAGE													
6.1	Storm Drain	1.00	Lump Sum	\$6,598.57	1.00							\$6,598.57	\$6,598.57	100%
7	SEWER EXCAVATION AND BERM CONSTRUCTION (SMF No. 1 & 3)													
7.1	Excavation	608,730.00	Cubic Yard	\$2.17	608,730.00							\$1,320,843.90	\$1,320,843.90	100%
7.2	DITCH/SWALE EXCAVATION, BERM CONSTRUCTION & CUT-OFF WALL INSTALLATION	1,850.00	Linear Feet	\$14.52	1,850.00							\$26,861.00	\$26,861.00	100%
7.3	Cut-off Wall 4" x 5" deep	3,724.00	Cubic Yard	\$3.57	3,724.00							\$13,294.68	\$13,294.68	100%
8	SEEDING AND MULCHING AND SOD													
8.1	Sod	88,845.00	Square Yard	\$2.21	88,845.00							\$196,336.85	\$196,336.85	100%
8.2	Seed and Mulch Right of Way	187,200.00	Square Yard	\$0.23	187,200.00							\$43,056.00	\$43,056.00	100%
9	STORM DRAINAGE COLLECTION SYSTEM													
9.1	Downspout Storm Drain	1,544.00	Linear Feet	\$14.17	1,544.00							\$21,884.48	\$21,884.48	100%
9.2	Curb Inlets	1.00	Each	\$4,611.25	1.00							\$4,611.25	\$4,611.25	100%
9.3	Storm Manhole	17.00	Each	\$4,066.78	17.00							\$69,135.26	\$69,135.26	100%
9.4	Storm Top Adjustments	19.00	Each	\$342.13	19.00							\$6,500.47	\$6,500.47	100%
9.5	Underdrain Shuts from Inlets 34" each 10' long	340.00	Linear Feet	\$20.62	340.00							\$7,010.28	\$7,010.28	100%
9.6	15" Mitered End Section	3.00	Each	\$840.01	3.00							\$2,520.03	\$2,520.03	100%
9.7	18" Mitered End Section	2.00	Each	\$2,626.88	2.00							\$5,253.76	\$5,253.76	100%
9.8	42" Mitered End Section	2.00	Each	\$3,491.82	2.00							\$6,983.64	\$6,983.64	100%
9.9	54" Mitered End Section	1.00	Each	\$5,315.88	1.00							\$5,315.88	\$5,315.88	100%
9.10	15" RCP	352.00	Linear Feet	\$43.13	352.00							\$15,181.76	\$15,181.76	100%
9.11	18" RCP	184.00	Linear Feet	\$50.35	184.00							\$9,262.40	\$9,262.40	100%
9.12	24" RCP	43.00	Linear Feet	\$70.56	43.00							\$3,034.08	\$3,034.08	100%
9.13	30" RCP	80.00	Linear Feet	\$70.56	80.00							\$5,644.80	\$5,644.80	100%
9.14	36" RCP	144.00	Linear Feet	\$46.35	144.00							\$6,674.40	\$6,674.40	100%
9.15	42" RCP	248.00	Linear Feet	\$14.89	248.00							\$3,692.72	\$3,692.72	100%
9.16	48" RCP	152.00	Linear Feet	\$14.89	152.00							\$2,263.32	\$2,263.32	100%
9.17	54" RCP	216.00	Linear Feet	\$14.89	216.00							\$3,214.32	\$3,214.32	100%
9.18	Concrete Viter Structure	1.00	Each	\$31,413.55	1.00							\$31,413.55	\$31,413.55	100%
9.19	Concrete Viter Structure	240.00	Linear Feet	\$31,413.55	240.00							\$7,539,252.00	\$7,539,252.00	100%
9.20	PURIFIED Storm Drain	1,896.00	Linear Feet	\$1.70	1,896.00							\$3,223.20	\$3,223.20	100%
10	TELEVISION INSPECTION AND REPORT (Storm Drainage)													
10.1	TV Storm Drain	1,896.00	Linear Feet	\$1.70	1,896.00							\$3,223.20	\$3,223.20	100%
11	PAVING AND DRAINAGE AS-BUILTS													
11.1	As-Built	1.00	Lump Sum	\$5.32	1.00							\$5.32	\$5.32	100%
11.2	As-Built	1.00	Lump Sum	\$14,220.31	1.00							\$14,220.31	\$14,220.31	100%
12	SANITARY SEWER COLLECTION SYSTEM													
12.1	Sanitary Sewer	1,389.00	Linear Feet	\$15.98	1,389.00							\$22,195.22	\$22,195.22	100%
12.2	Types A Manhole	15.00	Each	\$6,920.15	15.00							\$103,802.25	\$103,802.25	100%



Exhibit "A"  
Revenue Sheet No. 1  
Schedule of Values

Scope of Work										Total Installed This Period	Total Installed This Period	10% Net Retainage on Total Installed This Period	Total Installed To Date	Project Total	P Comp.
P	Materials	Quantity	Unit	Unit Price	Quantity Installed/ Materials Left	Quantity Installed/ Materials Left	Quantity Installed/ Materials Left	Quantity Installed/ Materials Left	Quantity Installed/ Materials Left						
1	Manholes Top Out	12.00	Each	\$251.10	15.00	15.00	15.00	15.00	15.00	-	-	-	3,013.20	3,013.20	100%
2	Pipe Inserts	12.00	Each	\$239.91	15.00	15.00	15.00	15.00	15.00	-	-	-	2,878.92	2,878.92	100%
3	8" SDR 26 Sewer Main	1,247.00	Linear Feet	\$46.08	1,247.00	1,247.00	1,247.00	1,247.00	1,247.00	-	-	-	57,452.16	57,452.16	100%
4	Punch Out Sewer	122.00	Linear Feet	\$20.22	122.00	122.00	122.00	122.00	122.00	-	-	-	2,466.84	2,466.84	100%
5	TELEVISION INSPECTOR AND REPORT (Sanitary Sewer)	1,398.00	L.F.	\$1.70	1,398.00	1,398.00	1,398.00	1,398.00	1,398.00	-	-	-	2,376.60	2,376.60	100%
6	14" Test Sewer Main	1,398.00	Linear Feet	\$4.21	1,398.00	1,398.00	1,398.00	1,398.00	1,398.00	-	-	-	5,889.58	5,889.58	100%
7	10" HOPE DR-11	600.00	Linear Feet	\$21.48	600.00	600.00	600.00	600.00	600.00	-	-	-	12,888.00	12,888.00	100%
8	8" HOPE DR-11	200.00	Linear Feet	\$32.66	200.00	200.00	200.00	200.00	200.00	-	-	-	6,532.00	6,532.00	100%
9	6" PVC DR 18 Force Main	40.00	Linear Feet	\$33.73	40.00	40.00	40.00	40.00	40.00	-	-	-	1,349.20	1,349.20	100%
10	6" PVC DR 18 Force Main	2,540.00	Linear Feet	\$17.37	2,540.00	2,540.00	2,540.00	2,540.00	2,540.00	-	-	-	43,900.00	43,900.00	100%
11	AP Release Valve Ass.	440.00	Linear Feet	\$33.56	440.00	440.00	440.00	440.00	440.00	-	-	-	14,765.40	14,765.40	100%
12	Valve Box Installation	7.00	Each	\$130.60	7.00	7.00	7.00	7.00	7.00	-	-	-	914.20	914.20	100%
13	Punch Out Force Main	3,820.00	Linear Feet	\$1.70	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	-	-	-	6,494.00	6,494.00	100%
14	Locate Wire Test for Force Main	3,820.00	Linear Feet	\$0.53	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	-	-	-	2,024.60	2,024.60	100%
15	Pressure Test for Force Main	3,820.00	Linear Feet	\$1.88	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	-	-	-	7,181.60	7,181.60	100%
16	Sanitary Sewer Lift Station #1	1.00	Lump Sum	\$17,107.28	1.00	1.00	1.00	1.00	1.00	-	-	-	283,135.28	283,135.28	100%
17	Developer Lift Station 24-26 feet	1.00	Lump Sum	\$13,531.75	1.00	1.00	1.00	1.00	1.00	-	-	-	17,107.28	17,107.28	100%
18	Permit fees	1.00	Lump Sum	\$2,105.51	1.00	1.00	1.00	1.00	1.00	-	-	-	33,921.75	33,921.75	100%
19	Lift Station 24-26 8" diameter	1.00	Each	\$248,981.74	1.00	1.00	1.00	1.00	1.00	-	-	-	2,105.51	2,105.51	100%
20	8" Linerrock stabilized road to installation	448.00	Square Yard	\$39.51	448.00	448.00	448.00	448.00	448.00	-	-	-	248,981.74	248,981.74	100%
21	BL Prime Linerrock 8" stabilized road to installation	448.00	Square Yard	\$30.53	448.00	448.00	448.00	448.00	448.00	-	-	-	4,677.46	4,677.46	100%
22	POTABLE WATER DISTRIBUTION SYSTEM	448.00	Square Yard	\$30.53	448.00	448.00	448.00	448.00	448.00	-	-	-	2,105.51	2,105.51	100%
23	10" HOPE DR-11	120.00	Linear Feet	\$144.98	120.00	120.00	120.00	120.00	120.00	-	-	-	256.38	256.38	100%
24	12" DR18 PVC Water Main	3,040.00	Linear Feet	\$37.20	3,040.00	3,040.00	3,040.00	3,040.00	3,040.00	-	-	-	352,192.00	352,192.00	100%
25	10" HOPE DR-11	120.00	Linear Feet	\$39.26	120.00	120.00	120.00	120.00	120.00	-	-	-	4,728.00	4,728.00	100%
26	8" DR18 PVC Water Main	120.00	Linear Feet	\$30.45	120.00	120.00	120.00	120.00	120.00	-	-	-	3,654.00	3,654.00	100%
27	8" DR18 PVC Water Main	800.00	Linear Feet	\$40.70	800.00	800.00	800.00	800.00	800.00	-	-	-	32,812.00	32,812.00	100%
28	Sample Point	8.00	Each	\$178.68	8.00	8.00	8.00	8.00	8.00	-	-	-	1,429.76	1,429.76	100%
29	Valve Box Installation	24.00	Each	\$173.28	24.00	24.00	24.00	24.00	24.00	-	-	-	4,158.72	4,158.72	100%
30	Flushing Hydrant	8.00	Each	\$193.61	8.00	8.00	8.00	8.00	8.00	-	-	-	1,548.88	1,548.88	100%
31	Single Water Service Short	5.00	Each	\$270.15	5.00	5.00	5.00	5.00	5.00	-	-	-	1,365.75	1,365.75	100%
32	Punch Out for Water Main	4.00	Each	\$57.74	4.00	4.00	4.00	4.00	4.00	-	-	-	231.40	231.40	100%
33	Pressure Test for Water Main	4,340.00	Linear Feet	\$1.70	4,340.00	4,340.00	4,340.00	4,340.00	4,340.00	-	-	-	7,378.00	7,378.00	100%
34	Locate Wire Test for Water Main	4,340.00	Linear Feet	\$0.53	4,340.00	4,340.00	4,340.00	4,340.00	4,340.00	-	-	-	2,304.56	2,304.56	100%
35	Pressure Test for Water Main	4,340.00	Linear Feet	\$0.48	4,340.00	4,340.00	4,340.00	4,340.00	4,340.00	-	-	-	2,083.20	2,083.20	100%
36	REUSE DISTRIBUTION SYSTEM	4,340.00	Linear Feet	\$1.88	4,340.00	4,340.00	4,340.00	4,340.00	4,340.00	-	-	-	8,153.20	8,153.20	100%
37	PUSHING HYDRANT	10.00	Each	\$720.36	10.00	10.00	10.00	10.00	10.00	-	-	-	7,203.60	7,203.60	100%
38	20" HOPE REUSE DR 11	140.00	Linear Feet	\$151.41	140.00	140.00	140.00	140.00	140.00	-	-	-	21,397.40	21,397.40	100%
39	18" HOPE REUSE DR 11	140.00	Linear Feet	\$131.41	140.00	140.00	140.00	140.00	140.00	-	-	-	18,397.40	18,397.40	100%
40	8" PVC Reuse Main	3,100.00	Linear Feet	\$42.38	3,100.00	3,100.00	3,100.00	3,100.00	3,100.00	-	-	-	131,974.00	131,974.00	100%
41	10" HOPE REUSE DR 11	2,600.00	Linear Feet	\$40.15	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	-	-	-	104,990.00	104,990.00	100%
42	8" DR18 PVC Reuse Main	260.00	Linear Feet	\$45.42	260.00	260.00	260.00	260.00	260.00	-	-	-	11,809.20	11,809.20	100%
43	8" HOPE REUSE DR 11	260.00	Linear Feet	\$41.98	260.00	260.00	260.00	260.00	260.00	-	-	-	10,915.20	10,915.20	100%
44	8" DR18 PVC Reuse Main	40.00	Linear Feet	\$30.60	40.00	40.00	40.00	40.00	40.00	-	-	-	1,224.00	1,224.00	100%
45	8" DR18 PVC Reuse Main	60.00	Linear Feet	\$32.42	60.00	60.00	60.00	60.00	60.00	-	-	-	1,945.20	1,945.20	100%
46	Valve Box Installation	25.00	Each	\$130.60	25.00	25.00	25.00	25.00	25.00	-	-	-	3,265.00	3,265.00	100%
47	Punch Out for Reuse Main	8.00	Each	\$170.70	8.00	8.00	8.00	8.00	8.00	-	-	-	1,365.60	1,365.60	100%
48	Locate Wire Test for Reuse Main	6,480.00	Linear Feet	\$0.53	6,480.00	6,480.00	6,480.00	6,480.00	6,480.00	-	-	-	3,436.80	3,436.80	100%
49	Pressure Test for Reuse Main	6,480.00	Linear Feet	\$0.53	6,480.00	6,480.00	6,480.00	6,480.00	6,480.00	-	-	-	3,436.80	3,436.80	100%
50	Pressure Test for Reuse Main	6,480.00	Linear Feet	\$1.68	6,480.00	6,480.00	6,480.00	6,480.00	6,480.00	-	-	-	10,865.60	10,865.60	100%
51	WATER, REUSE, AND SANITARY SEWER AS-BUILTS	1.00	Lump Sum	\$14,320.31	1.00	1.00	1.00	1.00	1.00	-	-	-	12,258.80	12,258.80	100%
52	AS-BUILT	1.00	Lump Sum	\$14,320.31	1.00	1.00	1.00	1.00	1.00	-	-	-	14,320.31	14,320.31	100%
53	30-10-20-20 UNDERDRAIN	10,000.00	Linear Feet	\$18.45	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	-	-	-	184,500.00	184,500.00	100%
54	Underdrain Control	50.00	Each	\$282.00	50.00	50.00	50.00	50.00	50.00	-	-	-	14,100.00	14,100.00	100%
55	ROOCH AND SEDIMENT CONTROL	21,400.00	Linear Feet	\$0.53	21,400.00	21,400.00	21,400.00	21,400.00	21,400.00	-	-	-	11,352.00	11,352.00	100%
56	SEDIMENT COMPLIANCE	21,400.00	Linear Feet	\$1.32	21,400.00	21,400.00	21,400.00	21,400.00	21,400.00	-	-	-	28,248.00	28,248.00	100%
57	Hy Eels	40.00	Each	\$54.84	40.00	40.00	40.00	40.00	40.00	-	-	-	2,193.60	2,193.60	100%



CONTRACT TOTAL	1000000
CHANGE ORDER TOTAL	0
PROJECT TOTAL	1000000

**REQUISITION NO. 57**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**

**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 57
- (B) Name of Payee: Eastland
- (C) Amount Payable: Total: \$1,200.00
- (D) Bannon Lakes CDD Invoice: 1
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: February 21, 2017


**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:   
Title: District Engineer

Eastland Corp

700 Ponte Vedra Lakes Blvd  
Ponte Vedra Beach, FL 32082

# Invoice

Date	Invoice #
2/17/2017	1

Bill To
Bannon Lakes CDD C/O GMS 475 West Town Place Suite 114 - World Golf Village St. Augustine, FL 32092

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			2/17/2017			
Quantity	Item Code	Description			Price Each	Amount
	Reimbursement	Reimburse Eastland Corporation for St Johns County Utility deposit for Bannon Lakes project			1,200.00	1,200.00
						</



EASTLAND CORPORATION  
4339 9300 1879 0271  
December 27, 2016 - January 26, 2017  
Page 3 of 4

Transactions				
Posting Date	Transaction Date	Description	Reference Number	Amount
DODSON, J THOMAS Account Number: 9195				
<b>Payments and Other Credits</b>				
01/06	01/06	PAYMENT - THANK YOU	00683204320010600080117	- 1,812.24
01/06	01/06	PAYMENT - THANK YOU	00683204320010600080117	- 558.92
<b>TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD</b>				<b>- \$2,371.16</b>
<b>Purchases and Other Charges</b>				
12/30	12/29	SJC - UTILITIES 904-209-2700 FL	24431086365207384600037	1,200.00
01/02	12/31	KEURIG GREEN MOUNTAIN 866-901-2739 VT	24692166366000523846558	50.96
01/10	01/09	JACKSONVILLE ARENA VIP 904-630-3900 FL	24692167009000511907231	15.00
01/10	01/09	JACKSONVILLE ARENA VIP 904-630-3900 FL	24692167009000511907249	486.00
<b>TOTAL PURCHASES AND OTHER CHARGES FOR THIS PERIOD</b>				<b>\$1,751.96</b>

#### Finance Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

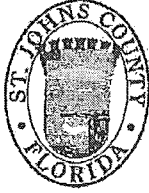
	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	5.74% V	\$0.00	\$0.00
CASH	19.99% V	\$0.00	\$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

#### Important Messages

Your credit card now has an added security feature. To learn more about EMV chip card technology, visit [bankofamerica.com/businesschipcard](http://bankofamerica.com/businesschipcard).

Help make tax time less taxing by using MyReport Center. Get your detailed Year-End Summary report to help you organize your 2016 spending by cardholder, merchant or category. Sign in to Online Banking at [bankofamerica.com](http://bankofamerica.com) and select your credit card account to access the MyReport Center link. You can download and save your report as an Excel file or PDF.



St. Johns County Board of County Commissioners

Utility Department

John Dodson  
Development Manager/Sales  
Eastland  
700 Ponte Vedra Lakes Blvd.  
Ponte Vedra Beach, FL 32082

January 25, 2107

Re: Bannan Lakes Blvd Construction - Segment 1  
MODCP16-17  
Reuse Connection Fees for Common Area at 35 Bannan Lakes Blvd

Dear Mr. Dodson,

Please find listed below the required utility unit connection fees for the referenced project.

Service Address: 35 Bannan Lakes Blvd -- Reuse Meter #1

Item	Unit Cost	Quantity	Cost
• Reuse Unit Connection Fees:	\$500.00	1 Ea.	\$500.00
• 2" Pre-Run Water Meter	\$1,509.61	1 Ea.	\$1,509.61
• MXU	\$135.00	1 Ea.	\$135.00
• Deposit	\$100.00	1 Ea.	\$200.00
Total Utility Fees:			\$2,344.61

Please note that the cost listed above is based on the current Utility fee schedule. Actual cost will be based on the fee schedule at time of payment. The fee schedule is normally adjusted at the beginning of each fiscal year.

Please call the Customer Service office, Tonya Hook at 904 209-2700 ext. 4113, to schedule a time to make payment of the above fees at your convenience. Please submit the attached Commercial Account Application to Tonya Hook also - [thook@sjcfl.us](mailto:thook@sjcfl.us)

Sincerely,

Larry Miller, P.E.  
Chief Engineer - Development

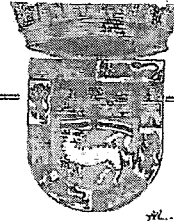
cc: Tonya Hook

Enc: Commercial Account Application

St. Johns County Board of County Commissioners

UTILITY DEPARTMENT  
Customer Service

1205 STATE ROAD 16  
SAINT AUGUSTINE, FLORIDA  
32084-8646



PHONE: (904) 209-2700  
FAX: (904) 209-2719

**COMMERCIAL ACCOUNT APPLICATION**

Date: 1/25/17

Service Address: 35 Barron Lakes Blvd.

Type of Business: Residential Neighborhood main Blvd.

Account Name Barron Lakes Community Development District

Mailing Address 475 West Town Place, Suite 114

City St. Augustine State FL Zip 32092

Phone number 904-940-5850 ext 406 Contact Name Jim Oliver ext. 406

Tax ID 47-5206252

**ALL COMMERCIAL ACCOUNT REQUESTS MUST BE APPROVED BY SJCD - ENGINEERING BEFORE FEES CAN BE ASSESSED.** Please allow 72 hours notice from time of approval to pick up your request.

PLEASE NOTE: I UNDERSTAND & AGREE THAT THE CURRENT MONTHLY BASE RATE (BASED ON METER SIZE) & USAGE WILL APPLY IMMEDIATELY ONCE METER HAS BEEN PLACED.

Date Paid: 1/25/17

Amount Paid: \$ 2,344.61

Print Name: John Dodson

SIGNATURE:   
(required)

TITLE: officer

# St. Johns County Utility Department

Accounts Receivable  
P O Box 3006  
St. Augustine Florida 32085

CUSTOMER ID	DOCUMENT NUMBER	DATE	LOCATON ID
563249	MISC00000200749	1/27/2017	133535

BANNON LAKES COMMUNITY DEVELOP  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092

35 BANNON LAKES BLVD

Late Payment Charges After	2/26/2017
Please Pay	\$2,144.61
AMOUNT PAID	\$2344.61

PLEASE RETURN THIS PORTION WITH PAYMENT

# St. Johns County Utility Department

Accounts Receivable  
P O Box 3006  
St. Augustine Florida 32085  
(904) 209-2700 Ext. 0000

CUSTOMER ID	DOCUMENT NUMBER	DATE	LOCATON ID
563249	MISC00000200749	1/27/2017	133535

BANNON LAKES COMMUNITY DEVELOP

35 BANNON LAKES BLVD  
SAINT AUGUSTINE FL 32092



	Quantity	Unit Price	Amount
Reuse Unit Connection Fees	1.00	\$500.00	\$500.00
2" Pre-Run Reuse	1.00	\$1,509.61	\$1,509.61
MXU Fee	1.00	\$135.00	\$135.00

TOTAL \$2,144.61

(Tax included Amount \$0.00 )

\$0.00

\$200.00 DEPOSIT APPLIED TO THIS ACCOUNT - REUSE MI  
COMMON AREA

AMOUNT DUE \$2,144.61

thook

1/27/2017

Page: 1

**REQUISITION NO. 58**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 58
- (B) Name of Payee: Urban Forestry Works, Inc.
- (C) Amount Payable: Total: \$54,400.00
- (D) Bannon Lakes CDD Invoice: 03183, 03203
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: February 21, 2017

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By: 

Title: District Engineer

Urban Forestry Works, Inc.

P.O. Box 67

Barberville, FL 32105

Phone (386) 202-4798

Fax (386) 202-4990

# Invoice

Date	Invoice #
2/2/2017	03183

<b>Bill To</b>
Eastland Development Group, Inc. RREF III-EP Bannon Lakes 700 Ponte Vedra Lakes Blvd. Ponte Vedra Beach, FL 32082

<b>Ship To</b>
Eastland Development Group, Inc. RREF III-EP Bannon Lakes 2200 International Golf Parkway St. Augustine, FL

P.O. Number	Terms	Rep	Ship Date	Customer Rep	Project
	Pay by Invoice	Bryce	2/2/2017	John	RREF III-EP Bannon Lakes ...

Item Code	Description	Quantity	Price Each	Amount
St. Aug Live Oak	Live Oak Installation for Bannon Lakes Sales Tax Combined 6.5%	40	800.00 6.50%	32,000.00 0.00
			<b>Total</b>	<b>\$32,000.00</b>

OK  
JTD

Urban Forestry Works, Inc.  
P.O. Box 67  
Barberville, FL 32105  
Phone (386) 202-4798  
Fax (386) 202-4990

# Invoice

Date	Invoice #
2/15/2017	03203

<b>Bill To</b>
Eastland Development Group, Inc. RREF III-EP Bannon Lakes 700 Ponte Vedra Lakes Blvd. Ponte Vedra Beach, FL 32082

<b>Ship To</b>
Eastland Development Group, Inc. RREF III-EP Bannon Lakes 2200 International Golf Parkway St. Augustine, FL

P.O. Number	Terms	Rep	Ship Date	Customer Rep	Project
	Pay by Invoice	Bryce	2/15/2017	John	RREF III-EP Bannon Lakes ...

Item Code	Description	Quantity	Price Each	Amount
St. Aug Live Oak	Live Oak Installation for Bannon Lakes Sales Tax Combined 6.5%	28	800.00 6.50%	22,400.00 0.00
			<b>Total</b>	\$22,400.00

OK  
JTD

**REQUISITION NO. 59**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**

**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 59
- (B) Name of Payee: ETM
- (C) Amount Payable: Total: \$9,509.13
- (D) Bannon Lakes CDD Invoice: 0183442, 0183489
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: February 21, 2017

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

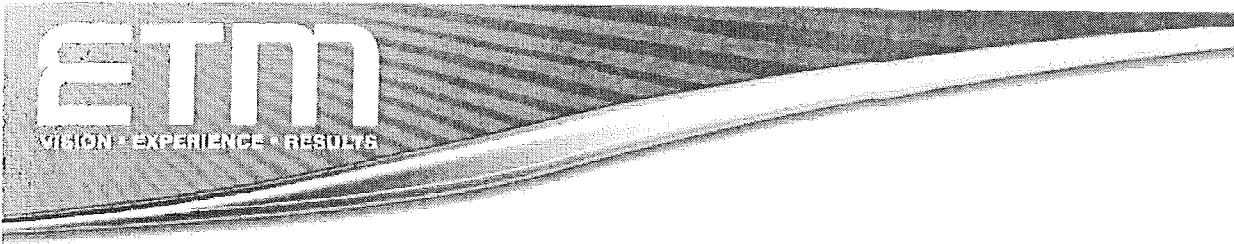
By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:   
Title: District Engineer



Eastland Partners, LLC  
700 Ponte Vedra Lakes Boulevard  
Ponte Vedra Beach, FL 32082

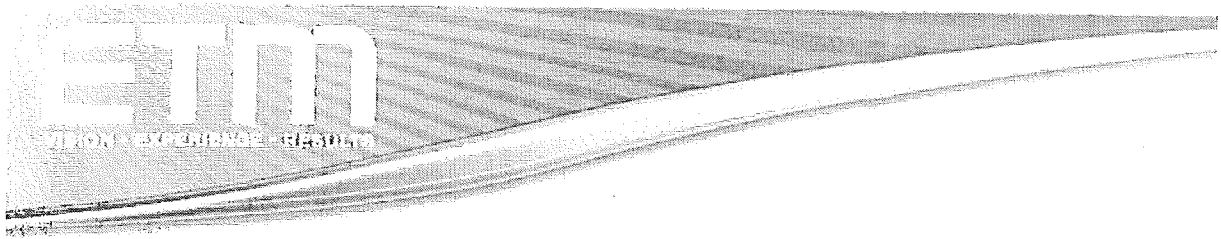
February 08, 2017  
Project No: 13061.05000  
Invoice No: 0183442

Project 13061.05000 Bannon Lakes Amenity Center  
Professional Services rendered through January 31, 2017

Task	Lump Sum					
Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed	
A.Incremental MDP	7,500.00	100.00	7,500.00	7,500.00	0.00	
B.Preparation of Site/Civil Constr.Docs	34,700.00	100.00	34,700.00	34,700.00	0.00	
C1.FDEP Water & Sewer	2,600.00	100.00	2,600.00	2,600.00	0.00	
D1.Shop Drawing & Review	3,000.00	100.00	3,000.00	2,850.00	150.00	
Total Fee	47,800.00		47,800.00	47,650.00	150.00	
Total Fee					150.00	
Total this Task					\$150.00	

Task	D.	Construction Administration			
Task	2.	On-Site Construction Observation			
Professional Personnel					
		Hours	Rate	Amount	
Senior Engineer		1.50	155.00	232.50	
Sr. Inspector		3.00	130.00	390.00	
Totals		4.50		622.50	
Total Labor					622.50
		Current	Prior	To-Date	
Total Billings		622.50	2,735.00	3,357.50	
Contract Limit				21,000.00	
Remaining				17,642.50	
Total this Task					\$622.50
Total this Task					\$622.50

Task	XP	Expenses			
Total this Task					0.00
Invoice Total this Period					\$772.50



Eastland Partners, LLC  
700 Ponte Vedra Lakes Boulevard  
Ponte Vedra Beach, FL 32082

February 16, 2017  
Project No: 13061.06000  
Invoice No: 0183489

Project 13061.06000 Bannon Lakes Master Infrastructure  
**Professional Services rendered through January 31, 2017**

Task Lump Sum

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
A.Incremental MDP	7,500.00	100.00	7,500.00	7,500.00	0.00
B.Master Drain.Plan of Overall Project	15,000.00	100.00	15,000.00	15,000.00	0.00
C.Mstr Pot.Wtr,San.Sew,ReUse Pln of Over	8,000.00	100.00	8,000.00	8,000.00	0.00
D.Prep.of Site/Construction Documents	234,000.00	100.00	234,000.00	234,000.00	0.00
E.Landscape & Irrigation	11,500.00	100.00	11,500.00	11,500.00	0.00
F1.SJRWMD ERP	15,000.00	100.00	15,000.00	15,000.00	0.00
F3.FDEP Potable Water Distri.System	2,600.00	100.00	2,600.00	2,600.00	0.00
F4.FDEP Sanitary Sewer Collection System	2,600.00	100.00	2,600.00	2,600.00	0.00
F5.EPA-NPDES-General Notice of Intent	1,500.00	100.00	1,500.00	1,500.00	0.00
G1.Bid Documents	5,000.00	100.00	5,000.00	5,000.00	0.00
G2.Shop Drawing Review	5,000.00	100.00	5,000.00	5,000.00	0.00
H.Hydrologic & Hydraulic Analysis-Gemini	15,000.00	96.6667	14,500.01	14,500.01	0.00
I.Protect.Wildlife Data&Field Assess(ERS)	1,100.00	100.00	1,100.00	1,100.00	0.00
J.Protect.Wildlife Assess.Rpt (ERS)	680.00	100.00	680.00	680.00	0.00
Total Fee	324,480.00		323,980.01	323,980.01	0.00
Total Fee					0.00
Total this Task					0.00

Task	F.	Environmental/Regulatory Permitting		
Task	2.	Army Corps of Engineers (if applicable)		
		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Contract Limit				5,000.00
Remaining				5,000.00
			Total this Task	0.00
			Total this Task	0.00

-----  
Task G. Construction Administration  
-----

Task 3. On-Site Construction Observation

**Professional Personnel**

	Hours	Rate	Amount	
Principal - Vice President	6.25	195.00	1,218.75	
Senior Engineer	7.50	155.00	1,162.50	
Sr. Inspector	46.00	130.00	5,980.00	
Totals	59.75		8,361.25	
<b>Total Labor</b>				8,361.25
		<b>Total this Task</b>		<b>\$8,361.25</b>
		<b>Total this Task</b>		<b>\$8,361.25</b>

-----  
Task K Additional Services  
-----

Revise phasing of project and add lift station.

**Total this Task 0.00**

-----  
Task XP Expenses  
-----

**Expenses**

Mileage		72.23	
Reproductions		14.21	
Wireless Telephone		4.81	
Permits		250.00	
<b>Total Expenses</b>	<b>1.1 times</b>	<b>341.25</b>	<b>375.38</b>
	<b>Total this Task</b>		<b>\$375.38</b>

**Invoice Total this Period \$8,736.63**

**England-Thins & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14776 Cit of Angels Blvd • Jackson, La 70242-8899 • Tel 904-842-8899 • Fax 904-842-7485  
CA-0000184 LC-0000116

**REQUISITION NO. 60**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**

**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 60
- (B) Name of Payee: Hopping Green & Sams
- (C) Amount Payable: Total: \$268.23
- (D) Bannon Lakes CDD Invoice: 91631
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: February 21, 2017

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By: 

Title: District Engineer

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

## STATEMENT

December 31, 2016

Bannon Lakes Community Development District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 91631  
Billed through 11/30/2016

### Project Construction

BLCDD 00103 WSH

### FOR PROFESSIONAL SERVICES RENDERED

11/01/16	WSH	Confer with La Valley regarding award of amenity facility proposal.	0.40 hrs
11/09/16	WSH	Confer with Lancaster regarding construction contract provisions; begin preparing amendment to same.	0.50 hrs
Total fees for this matter			\$247.50

### MATTER SUMMARY

Haber, Wesley S.	0.90 hrs	275 /hr	\$247.50
TOTAL FEES			\$247.50
INTEREST CHARGE ON PAST DUE BALANCE			\$20.73
TOTAL CHARGES FOR THIS MATTER			<u>\$268.23</u>

### BILLING SUMMARY

Haber, Wesley S.	0.90 hrs	275 /hr	\$247.50
TOTAL FEES			\$247.50
INTEREST CHARGE ON PAST DUE BALANCE			\$20.73
TOTAL CHARGES FOR THIS BILL			<u>\$268.23</u>

Please include the bill number on your check.

**REQUISITION NO. 61**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 61
- (B) Name of Payee: Landcare Group Inc.  
4601 East Moody Blvd, Suite E11  
Bunnell FL 32110
- (C) Amount Payable: Total: \$93,966.00
- (D) Bannon Lakes CDD Invoice: 3438, 3437
- (E) Fund or Account from which disbursement to be made: 2016  
Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;

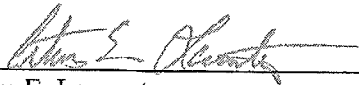
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: February 21, 2017

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By: 

Title: District Engineer

Landcare Group, Inc.

P.O. Box 893

Bunnell, FL 32110

Tel. 386-586-3321 Fax 386-586-3330

# Invoice

Date	Invoice #
2/28/2017	3438

Bill To
Bannon Lakes (CDI) 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

P.O. No	Terms	Project
	30	

Quantity	Description	Rate	Amount
	Irrigation Service - Lastland (Bannon Lakes Phase 1A Irrigation) Art Lancaster Shellie Joyner	31,510.00	31,510.00
		<b>Total</b>	531,510.00



Main Office:  
 PO Box 893, Bunnell, FL 32110  
 Ph. (386) 586-3321 Fax: (386) 586-3330  
 Ponte Vedra Office: (904) 268-9993  
 Ocala Office: (352) 861-8800

**Proposal for: Eastland (Bannon Lakes Phase 1A Irrigation)**

3/3/2017

Description	Qty	Unit Price	Total Price	Comments
<u>Irrigation</u> Automated system w/ head to head coverage	1	\$164,152.09		Total = 164,152.09 Invoice #1 38,600.00 Paid > Balance 125,552.09 Invoice #2 41,400.00 Paid Balance 84,152.09
	1	\$31,510.00	\$31,510.00	Invoice #3 31,510.00
			<b>Total:</b>	<b>\$31,510.00</b>

Landcare Group, Inc.

P.O. Box 893

Bunnell, FL 32110

Tel. 386-586-3321 Fax 386-586-3330

# Invoice

Date	Invoice #
2/28/2017	3437

Bill To
Bannon Lakes CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

P.O. No.	Terms	Project
	30	

Quantity	Description	Rate	Amount
	Landscape work performed- Eastland (Bannon Lakes Phase 1A Landscaping) Art Lancaster Shellie Joyner	62,456.00	62,456.00
		<b>Total</b>	\$62,456.00



Main Office:  
 PO Box 893, Bunnell, FL 32110  
 Ph. (386) 586-3321 Fax: (386) 586-3330  
 Ponte Vedra Office: (904) 268-9993  
 Ocala Office: (352) 861-8800

Proposal for: Eastland (Bannon Lakes Phase 1A Landscaping)

3/3/2017

Description	Qty	Unit Price	Total Price	Comments
<b>Trees:</b>				
River Birch (Betula nigra)				
Slash Pine (Pinus elliotti)				
Weeping Willow (Salix babylonica)				
Alee Lacebark Elm (Ulmus parvifolia)				
<b>Shrubs</b>				
Blue Lily of the Nile (Agapanthus africanus 'Blue')				
Flax Lily (Dianella tasmanica 'Variegata')				
Thryallis (Galphimia glauca)				
Anise (Illicium parviflorum)	359	\$10.00	\$3,590.00	3 gal, 3' OC, 24" ht, 24" spr
Pink Muhly (Muhlenbergia capillaris)				
Cape Plumbago (Plumbago capensis)				
Knock Out Rose (Rosa x 'Knockout')				
Sand Cord Grass (Spartina bakeri)				
Ms. Schillers Delight Walters Viburnum (Viburnum obovatum 'Ms Schillers Delight')	192	\$10.00	\$1,920.00	3 gal, 3' OC, 18" ht, 18" spr
<b>Shrub Areas</b>				
Crown Grass (Paspalum quadrifarium)				
Sand Cord Grass (Spartina bakeri)				
<b>Sod</b>				
Bahia Grass (Paspalum notatum Argentine')	15750	\$0.27	\$4,252.50	original total 33,749sf
St. Augustine (Stenotaphrum secundatum 'Floratum')	100380	\$0.40	\$40,152.00	original total 100,380sf
<b>Mulch</b>				
Cypress Mulch	306	\$38.00	\$11,628.00	Brown mulch
<b>Annuals</b>	609	\$1.50	\$913.50	
			<b>Total:</b>	<b>\$62,455.00</b>

**Shellie Joyner**

---

**From:** Amanda King <amanda@landcaregrp.com>  
**Sent:** Monday, March 6, 2017 2:24 PM  
**To:** aelancaster@eastlanddev.com  
**Cc:** sjoyner@eastlanddev.com; Diana Jackson  
**Subject:** Invoice #3437 & 3438  
**Attachments:** Inv 3437, 3438.pdf



Amanda King  
Landcare Group, Inc.

[www.Landcaregrp.com](http://www.Landcaregrp.com)  
[Amanda@LandCareGrp.com](mailto:Amanda@LandCareGrp.com)  
Bunnell Main Office: (386) 586-3321  
Fax: (386) 586-3330  
Ponte Vedra Office: (904) 268-9993  
Ocala Office: (352) 861-8800

**REQUISITION NO. 62**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**

**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 62
- (B) Name of Payee: Carlton Construction  
4615 U.S. Highway 17, Suite 1  
Fleming Island FL 32003
- (C) Amount Payable: Total: \$418,407.33
- (D) Bannon Lakes CDD Invoice: Entry 4, Amenity 3
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;

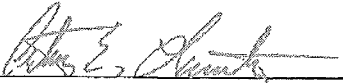
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: February 21, 2017


**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:   
Title: District Engineer

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER Bannan Lakes CDD  
c/o Eastland  
475 W. Town Place, Suite 114  
St. Augustine FL 32092

PROJECT: Bannan Lakes Amenity Center  
35 Bannan Lake Drive  
St. Augustine FL 32095

FROM CONTRACTOR: Carlton Construction, Inc.  
4615 U.S. Highway 17, Suite 1  
Fleming Island FL 32003

VIA ARCHITECT: Basham & Lucas Design Group, Inc.  
7645 Gate Parkway  
Suite 201  
Jacksonville FL 32256

PERIOD TO: 02/28/2017

PROJECT NOS: 1606

CONTRACT DATE:

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	CONSULTANT

## CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM 2,681,282.41
2. Net change by Change Orders 0.00
3. CONTRACT SUM TO DATE (Line 1+2) 2,681,282.41
4. TOTAL COMPLETED & STORED TO DATE (Column G on detailed sheet) 741,537.55
5. RETAINAGE:
  - a. 10.00 % of Completed Work (Column D + E on detailed sheet) 74,153.76
  - b. 10.00 % of Stored Material (Column F on detailed sheet) 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of detailed sheet) 74,153.76
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) 667,383.79
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 261,420.39
8. CURRENT PAYMENT DUE 405,963.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) 2,013,898.62

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in Previous month by Owner	0.00	0.00
Total approved this Month	0.00	0.00
NET CHANGES by Change Order	0.00	0.00
TOTAL	0.00	

## CONTRACTOR'S CERTIFICATION OF WORK

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

CONTRACTOR: Carlton Construction, Inc.

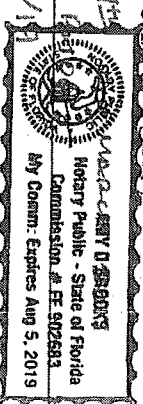
Date: 3/6/17

State of: FLORIDA

Subscribed and sworn to before me this 15 day of March

Notary Public: Shirley D. Bland

My Commission Expires: 8/5/19



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: .....\$ 2,013,898.62

(Attach explanation if amount certified differs from amount applied for). Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ARCHITECT: Shirley D. Bland

Date: 3/1/17

This Certificate is non negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor on this Contract.

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
670 - Performance Bond	25,018.98		25,018.98	25,018.98			25,018.98	100.00		
1000 - Project Management	119,976.00		119,976.00	16,010.57	14,999.00		31,009.57	25.85	88,966.43	2,501.90
1003 - Job Trailer	3,000.00		3,000.00	1,611.00	254.00		1,865.00	62.17	1,135.00	3,100.96
1005 - Small Tools	250.00		250.00		178.00		178.00	71.20	72.00	186.50
1006 - Surveying & Layout	9,401.00		9,401.00	1,200.00	2,500.00		3,700.00	39.36	5,701.00	17.80
1007 - Blueprinting	640.00		640.00	150.00	400.00		550.00	85.94	90.00	370.00
1008 - Photographs	100.00		100.00						100.00	55.00
1010 - Testing	4,200.00		4,200.00	750.00	540.00		1,290.00	30.71	2,910.00	129.00
1015 - Temp Locks	90.00		90.00						90.00	
1017 - Generator Fuel	1.00		1.00						1.00	
1018 - Generator Rental	1.00		1.00						1.00	
1020 - Permits	7,300.00		7,300.00	6,568.00			6,568.00	89.97	732.00	656.80
1030 - Builders Risk Insurance	9,805.00		9,805.00	9,805.00			9,805.00	100.00		980.50
1031 - Liability Insurance	10,725.13		10,725.13	1,073.00	1,930.00		3,003.00	28.00	7,722.13	300.30
1044 - Mailing/Shipping	96.00		96.00	12.00	12.00		24.00	25.00	72.00	2.40
1050 - Safety	500.00		500.00	175.00	75.00		250.00	50.00	250.00	25.00
1060 - Ice/Water	50.00		50.00	27.00	23.00		50.00	100.00		5.00
1110 - Portable Toilets	2,640.00		2,640.00	330.00	190.00		520.00	19.70	2,120.00	52.00
1505 - Temp Electric	800.00		800.00	800.00			800.00	100.00		80.00
1507 - Temp Water	800.00		800.00	92.56	707.44		800.00	100.00		80.00
1510 - Temporary Fence	600.00		600.00							
1520 - Submittals	200.00		200.00	75.00	75.00		150.00	75.00	50.00	15.00
1530 - Field Office Supplies	160.00		160.00	20.00	100.00		120.00	75.00	40.00	12.00
1580 - Project Sign	302.00		302.00	302.00			302.00	100.00		30.20
1710 - Intermediate Cleanup	3,600.00		3,600.00	450.00	450.00		900.00	25.00	2,700.00	90.00
1720 - Dumpsters	13,500.00		13,500.00	450.00	550.00		1,000.00	7.41	12,500.00	100.00
1730 - Closeout Docs	300.00		300.00						300.00	
1800 - Punch Out	500.00		500.00						500.00	
1875 - Final Clean	1,596.80		1,596.80						1,596.80	
2010 - Misc. Stewwork Allow.	25,000.00		25,000.00		67.00		67.00	0.27	24,933.00	6.70
2014 - 3/4" Crushed Rock	850.00		850.00						850.00	
2530 - Pool Deck Pavers	43,870.00		43,870.00						43,870.00	
2829 - Dog Park Fencing	22,880.00		22,880.00						22,880.00	
2831 - Vinyl 3-Rail Fencing	2,700.00		2,700.00						2,700.00	

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
2832 - Tot Lot Fencing	7,532.00		7,532.00						7,532.00	
2833 - Aluminum Pool Fencing	21,126.00		21,126.00						21,126.00	
2836 - Dumpster Gates	8,600.00		8,600.00						8,600.00	
2838 - Pool Enclosure Gate	2,900.00		2,900.00						2,900.00	
2860 - Sports Courts	120,270.00		120,270.00						87,770.00	3,250.00
2870 - Playground Equipment	70,000.00		70,000.00						70,000.00	
2880 - Site Furnishings	4,154.00		4,154.00						4,154.00	
2900 - Landscaping	240,616.00		240,616.00						240,616.00	
2910 - Irrigation	89,301.00		89,301.00						89,301.00	
2990 - Dumpster Enclosure	7,250.00		7,250.00						7,250.00	
2992 - Deco Site Columns	15,930.00		15,930.00						15,930.00	
3000 - Concrete	65,529.00		65,529.00						65,529.00	
3010 - Tree Rings	4,302.00		4,302.00						4,302.00	
3020 - Tot Lot Slab	2,018.50		2,018.50						2,018.50	
3345 - Termite Treatment	1,126.00		1,126.00						1,126.00	
4210 - Brick Veneer	47,810.00		47,810.00						47,810.00	
4222 - CMU Masonry	9,825.00		9,825.00						9,825.00	
4720 - Arch. Cast Stone	11,100.00		11,100.00						11,100.00	
5100 - Misc. Steel	250.00		250.00						250.00	
5515 - Ladders	175.00		175.00						175.00	
5720 - Handrails & Railings	8,332.00		8,332.00						8,332.00	
6015 - Heavy Timber Material	8,483.00		8,483.00						8,483.00	
6020 - T&G & Beams - Exterior	6,679.00		6,679.00						6,679.00	
6100 - Rough Framing Install	58,675.00		58,675.00						58,675.00	
6101 - Lumber Package	43,475.00		43,475.00						43,475.00	
6103 - Shutters & Hardware	8,090.00		8,090.00						8,090.00	
6105 - Misc. Blocking	500.00		500.00						500.00	
6160 - Hardie Lap Siding	11,631.00		11,631.00						11,631.00	
6190 - Truss Packages	17,511.00		17,511.00						17,511.00	
6400 - Cabinetry & SS Tops	22,961.00		22,961.00						22,961.00	
6451 - Interior Trim Material	1,934.00		1,934.00						1,934.00	
6452 - Interior Trim Install	10,902.00		10,902.00						10,902.00	
6453 - T&G - Interior	2,846.00		2,846.00						2,846.00	
6454 - Hardie Soffit	3,051.00		3,051.00						3,051.00	

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
6458 - PT Wood brackets	5,367.00		5,367.00						5,367.00	
6462 - PVC Brackets	2,986.00		2,986.00						2,986.00	
6700 - Framing Hardware	500.00		500.00						500.00	
6791 - Exterior Trim Install	43,614.00		43,614.00		34,000.00		34,000.00	77.96	9,614.00	3,400.00
7100 - Waterproofing	17,227.00		17,227.00		25.00		25.00	0.15	17,202.00	2.50
7200 - Insulation	19,061.00		19,061.00						19,061.00	
7300 - Roofing	70,645.00		70,645.00		2,946.00		2,946.00	4.17	67,699.00	294.60
7720 - Gutters & Downspouts	14,320.00		14,320.00						14,320.00	
7920 - Sealants and Caulks	350.00		350.00						350.00	
8101 - Door Installation	3,850.00		3,850.00						3,850.00	
8211 - MDF Interior Doors	1,656.00		1,656.00						1,656.00	
8220 - Fiberglass Doors	13,838.00		13,838.00						13,838.00	
8240 - Counter Barn Doors	900.00		900.00						900.00	
8305 - Access Doors	160.00		160.00						160.00	
8410 - Storefront Systems	18,900.00		18,900.00						18,900.00	
8450 - Pella Window Package	29,989.00		29,989.00						29,989.00	
8501 - Window Installation	6,000.00		6,000.00						6,000.00	
8710 - Door Hardware	13,843.00		13,843.00						13,843.00	
9100 - Stucco	5,000.00		5,000.00						5,000.00	
9105 - Stucco - Dumpster	2,500.00		2,500.00						2,500.00	
9250 - Gypsum Board	36,244.00		36,244.00						36,244.00	
9437 - Tree Ring Tile	3,630.00		3,630.00						3,630.00	
9541 - Flooring	48,014.00		48,014.00						48,014.00	
9900 - Painting	28,333.00		28,333.00						28,333.00	
9910 - Site Painting	500.00		500.00	99.00			99.00	19.80	401.00	9.90
10165 - Toilet Partitions	12,314.00		12,314.00						12,314.00	
10433 - Informational Signage	9,467.00		9,467.00		4,733.00		4,733.00	49.99	4,734.00	473.30
10522 - Fire Extinguishers	849.00		849.00						849.00	
10536 - Awnings	690.00		690.00		345.00		345.00	50.00	345.00	34.50
10705 - Bahama Shutters	4,260.00		4,260.00		2,130.00		2,130.00	50.00	2,130.00	213.00
10800 - Bath Accessories	12,488.00		12,488.00						12,488.00	
10850 - Mirrors	1,192.00		1,192.00						1,192.00	
11450 - Appliances	5,526.00		5,526.00						5,526.00	
13152 - Swimming Pool	442,345.00		442,345.00	192,510.00	146,868.00		339,368.00	76.72	102,977.00	33,936.80

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
13300 - Tennis Shade Structure	4,140.00		4,140.00		1,420.00		1,420.00	34.30	2,720.00	142.00
13305 - Pool Shade Structures	26,900.00		26,900.00				13,450.00	50.00	13,450.00	1,345.00
15100 - Plumbing	45,600.00		45,600.00	13,450.00	9,125.00		9,125.00	20.01	36,475.00	912.50
15110 - Site Plumbing	4,500.00		4,500.00		2,925.00		2,925.00	65.00	1,575.00	292.50
15405 - Pool Shower	200.00		200.00						200.00	
15700 - HVAC	76,547.00		76,547.00		5,378.00		5,378.00	7.03	71,169.00	537.80
16000 - Electrical	107,000.00		107,000.00						107,000.00	
16250 - Electrical Fixtures	139,000.00		139,000.00						139,000.00	
16720 - Security System	20,000.00		20,000.00		2,570.00		2,570.00	12.85	17,430.00	257.00
17300 - Contractor's Fee	134,500.00		134,500.00	14,565.00	22,640.00		37,205.00	27.66	97,295.00	3,720.50
<b>Totals:</b>	<b>2,681,282.41</b>		<b>2,681,282.41</b>	<b>290,467.11</b>	<b>451,070.44</b>		<b>741,537.55</b>	<b>27.66</b>	<b>1,939,744.86</b>	<b>74,153.76</b>

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER Bannan Lakes CDD  
c/o Eastland  
475 W. Town Place, Suite 114  
St Augustine FL 32092

PROJECT: Bannan Lakes Entry Features  
Bannan Lakes Drive  
St. Augustine FL 32092

FROM CONTRACTOR: Carlton Construction, Inc.  
4615 U.S. Highway 17, Suite 1  
Fleming Island FL 32003

VIA ARCHITECT: Basham & Lucas Design Group, Inc.  
7645 Gate Parkway  
Suite 201  
Jacksonville FL 32256

PERIOD TO: 02/28/2017

PROJECT NOS: 16-06A

CONTRACT DATE:

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	CONSULTANT

## CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM 217,776.92
2. Net change by Change Orders 1,171.53
3. CONTRACT SUM TO DATE (Line 1+2) 218,948.45
4. TOTAL COMPLETED & STORED TO DATE (Column G on detailed sheet) 218,948.45
5. RETAINAGE:
  - a. 10.00 % of Completed Work (Column D + E on detailed sheet) 10,947.42
  - b. 10.00 % of Stored Material (Column F on detailed sheet) 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) 208,001.03
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 195,557.10
8. CURRENT PAYMENT DUE 12,443.93
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) 10,947.42

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in Previous month by Owner	0.00	-491.26
Total approved this Month	1,662.79	0.00
NET CHANGES by Change Order	1,662.79	-491.26
TOTAL	1,171.53	

## CONTRACTOR'S CERTIFICATION OF WORK

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

CONTRACTOR:

*[Signature]*

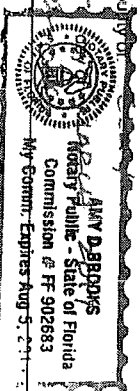
Date: 3/6/17

State of: FLORIDA

Subscribed and sworn to before me this 12

Notary Public: CHAND

My Commission Expires: 8/5/19



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: .....\$ 10,947.42

(Attach explanation if amount certified differs from amount applied for). Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ARCHITECT:

By: *[Signature]*

Date: 3/7/17

This Certificate is non negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor on this Contract.

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
1000 - Project Management	9,420.00		9,420.00	9,420.00			9,420.00	100.00		471.00
1005 - Small Tools	250.00		250.00	250.00			250.00	100.00		12.50
1007 - Surveying & Layout	2,500.00		2,500.00	2,500.00			2,500.00	100.00		125.00
1009 - Blueprinting	80.00		80.00	80.00			80.00	100.00		4.00
1010 - Concrete Testing	1,500.00		1,500.00	1,500.00			1,500.00	100.00		75.00
1020 - Permits	1,600.00		1,600.00	1,600.00			1,600.00	100.00		80.00
1030 - Builders Risk Insurance	660.00		660.00	660.00			660.00	100.00		33.00
1031 - Liability Insurance	958.22	9.62	967.84	958.22	9.62		967.84	100.00		48.39
1050 - Safety	300.00		300.00	300.00			300.00	100.00		15.00
1060 - Ice/Water	24.00		24.00	24.00			24.00	100.00		1.20
1251 - Portable Toilet	270.00		270.00	270.00			270.00	100.00		13.50
1505 - Temp Electric	201.00		201.00	201.00			201.00	100.00		10.05
1507 - Temp Water	201.00		201.00	201.00			201.00	100.00		10.05
1600 - Submittals	300.00		300.00	300.00			300.00	100.00		15.00
1720 - Dumpster	1,000.00		1,000.00	1,000.00			1,000.00	100.00		50.00
1730 - Closeout Docs	300.00		300.00	300.00			300.00	100.00		15.00
1875 - Final Clean	300.00		300.00	300.00			300.00	100.00		15.00
2010 - Misc. Sitework	1,000.00		1,000.00	1,000.00			1,000.00	100.00		50.00
2830 - Vinyl Fencing	9,215.00		9,215.00	9,215.00			9,215.00	100.00		460.75
3000 - Concrete	34,550.00	-3,600.00	30,950.00	30,950.00			30,950.00	100.00		1,547.50
4212 - Site Brick Veneer	37,826.00		37,826.00	37,826.00			37,826.00	100.00		1,891.30
4225 - Site CMU Wall	46,080.00	-2,905.00	43,175.00	43,175.00			43,175.00	100.00		2,158.75
4725 - Site Cast Stone	21,524.00	6,013.74	27,537.74	27,537.74			27,537.74	100.00		1,376.89
6462 - PVC Brackets	2,400.00		2,400.00	2,400.00			2,400.00	100.00		120.00
7925 - Sealants & Caulks	50.00		50.00	50.00			50.00	100.00		2.50
9100 - Stucco	2,400.00		2,400.00	2,400.00			2,400.00	100.00		120.00
9910 - Site Painting	1,600.00		1,600.00	1,600.00			1,600.00	100.00		80.00
10435 - Signage	12,593.00		12,593.00	12,593.00			12,593.00	100.00		629.65
16110 - Site Electrical	18,350.00	1,530.00	19,880.00	18,350.00	1,530.00		19,880.00	100.00		994.00
17900 - Contractor's Fee	10,324.70	123.17	10,447.87	10,324.70	123.17		10,447.87	100.00		522.39
Totals:	217,776.92	1,171.53	218,948.45	217,285.66	1,662.79		218,948.45	100.00		10,947.42

**REQUISITION NO. 63**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 63
- (B) Name of Payee: Basham Lucas  
7645 Gata Parkway Suite 201  
Jacksonville, FL 32256
- (C) Amount Payable: Total: \$6,750.00
- (D) Bannon Lakes CDD Invoice: 6014
- (E) Fund or Account from which disbursement to be made: 2016  
Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: February 21, 2017

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

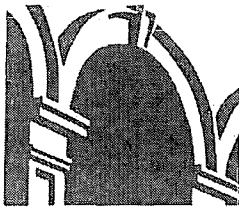
By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:   
Title: District Engineer



**BASHAM  
& LUCAS**  
DESIGN GROUP, INC.  
PLANNING • ARCHITECTURE • LANDSCAPE

7645 Gate Parkway Suite 201  
Jacksonville, FL 32256  
(904) 731-2323

[www.bashamlucas.com](http://www.bashamlucas.com)

**Invoice**

DATE	INVOICE #
3/10/2017	6014

**BILL TO:**

Bannon Lakes CDD  
475 West Town Place #114  
St. Augustine, FL 32092

PROJECT:		Bannon Lakes Entry & Amenity #16-06A			
CONTRACT SERVICES		CONTRACT	% COMPLETE	TO DATE	AMOUNT DUE
Part 13 - Shop Drawing Review		\$25,000	59	9700	5,000.00
Part 14 - Const Admin		\$10,000	70	7050	1,400.00
Site Visit 03/07/17					350.00
We appreciate your business, thank you.				<b>TOTAL</b>	<b>\$6,750.00</b>

**REQUISITION NO. 64**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 64
- (B) Name of Payee: Vallencourt Construction Co., Inc  
1701 Blanding Blvd  
Middleburg, FL 32068
- (C) Amount Payable: Total: \$274,140.13
- (D) Bannon Lakes CDD Invoice: 4334-14
- (E) Fund or Account from which disbursement to be made: 2016  
Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: February 21, 2017

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By: 

Title: District Engineer

APPLICATION AND CERTIFICATE FOR PAYMENT  
TO: REF ID: AIA DOCUMENT G702  
PROJECT: Bannan Lakes JV, LLC  
C/O England Thims & Miller  
14775 St. Augustine Rd.  
Jacksonville, FL 32256

AIA DOCUMENT G702  
PROJECT: Bannan Lakes JV, LLC - ONSITE  
St. Augustine, FL

(Instructions on reverse side)

APPLICATION NO: Half Retainage

PAGE  
Distribution to:

☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR

FROM: VALLENCOURT CONSTRUCTION CO., INC.  
P.O. BOX 65849  
ORANGE PARK, FL 32065

ARCHITECT'S  
PROJECT NO:

### CONTRACT FOR:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Number	Date Approved		
1	11/3/2016	79,711.50	
2		387,744.53	
3		516,363.11	
4			(320,049.21)
TOTALS		983,819.14	(320,049.21)

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

CONTRACTOR:

By: [Signature] Date: 2-10-17

### CONTRACT DATE:

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$ 5,025,816.32
2. Net change by Change Orders	\$ 663,769.93
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 5,689,586.25
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 5,482,802.55

### 5. RETAINAGE:

a. 5 % of Completed Work \$ 274,140.13  
(Column D + E on G703)

b. % of Stored Materials \$  
(Column F on G703)

Total Retainage (Line 5a + 5b or  
Total in Column 1 of G703)

6. TOTAL EARNED LESS RETAINAGE	\$ 274,140.13
(Line 4 Less Line 5 Total)	\$ 55,208,862.42

### 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE	\$ 4,934,522.30
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 274,140.13
	\$ 480,923.83

State of: FLORIDA County of: CLAY

Subscribed and sworn to before me this 10th day of Feb-17

Notary Public: [Signature] My Commission Expires: 2-27-18

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the best of the Architect's knowledge, information and belief the Work has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

AMOUNT CERTIFIED: \$ 274,140.13

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: [Signature] DATE: 2-14-17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 \* APPLICATION AND CERTIFICATE FOR PAYMENT \* MAY 1982 EDITION \* AIA \* © 1983

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON D.C. 20006

G702-1986

**WAIVER AND RELEASE OF LIEN  
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of \$ 274,140.13, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through January 31, 2017 on the job of RREF-III-P-EP Bannan Lakes JV Member, LLC to the following described property:

Project: Bannan Lakes  
Location: International Golf Parkway, St. Augustine, FL 32095  
Invoice#: 4334-14 part ret

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

Dated on: February 10, 2017

Lienor's Name: Vallencourt Construction Co., Inc.

Address: P.O. Box 65849

Orange Park, FL 32065

Phone: 904-291-9330

By: Steven Jordan

Printed Name: Steven Jordan

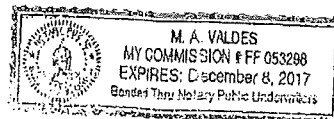
Title: Chief Financial Manager

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 13th day of Feb 2017  
by Steven Jordan of Vallencourt Construction Co., Inc., a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

M. A. Valdes  
Notary Public



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).  
Effective October 1, 1996, a person may not require a lienor to furnish a waiver  
or release of lien that is different from the statutory form.

**REQUISITION NO. 65**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**

**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannan Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 65
- (B) Name of Payee: Carlton Construction  
4615 U.S. Highway 17, Suite 1  
Fleming Island FL 32003
- (C) Amount Payable: Total: \$605817.81
- (D) Bannan Lakes CDD Invoice: Entry 5, Amenity 4
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: April 7, 2017

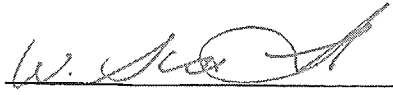
**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:   
Title: District Engineer

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER Bannon Lakes CDD c/o Eastland 475 W. Town Place, Suite 114 St. Augustine FL 32092	PROJECT: Bannon Lakes Entry Features Bannon Lakes Drive St. Augustine FL 32092	APPLICATION NO: 5	Distribution to:
FROM CONTRACTOR: Carlton Construction, Inc. 4815 U.S. Highway 17, Suite 1 Fleming Island FL 32003	VIA ARCHITECT: Basham & Lucas Design Group, Inc. 7645 Gate Parkway Suite 201 Jacksonville FL 32256	PERIOD TO: 03/31/2017	OWNER <input checked="" type="checkbox"/> X
CONTRACT FOR: Bannon Lakes Entry Features	PROJECT NOS: 16-06A	CONTRACT DATE:	ARCHITECT <input checked="" type="checkbox"/> X
			CONTRACTOR <input checked="" type="checkbox"/> X
			CONSULTANT <input type="checkbox"/>

## CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM	217,776.92
2. Net change by Change Orders	1,171.53
3. CONTRACT SUM TO DATE (Line 1+2)	218,948.45
4. TOTAL COMPLETED & STORED TO DATE (Column G on detailed sheet)	218,948.45
5. RETAINAGE:	0.00
a. 0.00 % of Completed Work (Column D + E on detailed sheet)	
b. 0.00 % of Stored Material (Column F on detailed sheet)	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of detailed sheet)	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	218,948.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	208,001.03
8. CURRENT PAYMENT DUE	10,947.42
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in Previous month by Owner	1,662.79	-491.26
Total approved this Month	0.00	0.00
NET CHANGES by Change Order	1,662.79	-491.26
TOTAL	1,171.53	

## CONTRACTOR'S CERTIFICATION OF WORK

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

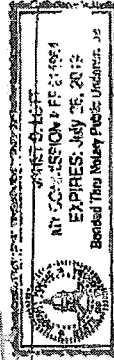
CONTRACTOR: Carlton Construction, Inc. Date: 3/31/17

State of: Florida County of: Clay

Subscribed and sworn to before me this 31<sup>st</sup> day of March, 2017

Notary Public: James W. Hart

My Commission Expires: 7-26-19



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

(Attach explanation if amount certified differs from amount applied for). Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ARCHITECT: Will L. Doherty Date: 3/31/17

This Certificate is non negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor on this Contract.

# PROGRESS BILLING

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
1000 - Project Management	9,420.00		9,420.00	9,420.00			9,420.00	100.00		
1005 - Small Tools	250.00		250.00	250.00			250.00	100.00		
1007 - Surveying & Layout	2,500.00		2,500.00	2,500.00			2,500.00	100.00		
1009 - Blueprinting	80.00		80.00	80.00			80.00	100.00		
1010 - Concrete Testing	1,500.00		1,500.00	1,500.00			1,500.00	100.00		
1020 - Permits	1,600.00		1,600.00	1,600.00			1,600.00	100.00		
1030 - Builders Risk Insurance	660.00		660.00	660.00			660.00	100.00		
1031 - Liability Insurance	967.84	9.62	967.84	967.84			967.84	100.00		
1050 - Safety	300.00		300.00	300.00			300.00	100.00		
1060 - Ice/Water	24.00		24.00	24.00			24.00	100.00		
1251 - Portable Toilet	270.00		270.00	270.00			270.00	100.00		
1505 - Temp Electric	201.00		201.00	201.00			201.00	100.00		
1507 - Temp Water	201.00		201.00	201.00			201.00	100.00		
1600 - Submittals	300.00		300.00	300.00			300.00	100.00		
1720 - Dumpster	1,000.00		1,000.00	1,000.00			1,000.00	100.00		
1730 - Closeout Docs	300.00		300.00	300.00			300.00	100.00		
1875 - Final Clean	300.00		300.00	300.00			300.00	100.00		
2010 - Misc. Sitework	1,000.00		1,000.00	1,000.00			1,000.00	100.00		
2830 - Vinyl Fencing	9,215.00		9,215.00	9,215.00			9,215.00	100.00		
3000 - Concrete	34,550.00	-3,600.00	30,950.00	30,950.00			30,950.00	100.00		
4212 - Site Brick Veneer	37,826.00		37,826.00	37,826.00			37,826.00	100.00		
4225 - Site CMU Wall	46,080.00	-2,905.00	43,175.00	43,175.00			43,175.00	100.00		
4725 - Site Cast Stone	21,524.00	6,013.74	27,537.74	27,537.74			27,537.74	100.00		
6462 - PVC Brackets	2,400.00		2,400.00	2,400.00			2,400.00	100.00		
7925 - Sealants & Caulks	50.00		50.00	50.00			50.00	100.00		
9100 - Stucco	2,400.00		2,400.00	2,400.00			2,400.00	100.00		
9910 - Site Painting	1,600.00		1,600.00	1,600.00			1,600.00	100.00		
10435 - Signage	12,593.00		12,593.00	12,593.00			12,593.00	100.00		
16110 - Site Electrical	18,350.00	1,530.00	19,880.00	19,880.00			19,880.00	100.00		
17900 - Contractor's Fee	10,324.70	123.17	10,447.87	10,447.87			10,447.87	100.00		
<b>Totals:</b>	<b>217,776.92</b>	<b>1,171.53</b>	<b>218,948.45</b>	<b>218,948.45</b>			<b>218,948.45</b>	<b>100.00</b>		

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Bannan Lakes CDD c/o Eastland 475 W. Town Place, Suite 114 St. Augustine FL 32092	PROJECT: Bannan Lakes Amenity Center 35 Bannan Lake Drive St. Augustine FL 32095	APPLICATION NO: 4	Distribution to:								
FROM CONTRACTOR: Carlton Construction, Inc. 4615 U.S. Highway 17, Suite 1 Fleming Island FL 32003	VIA ARCHITECT: Basham & Lucas Design Group, Inc. 7645 Gate Parkway Suite 201 Jacksonville FL 32256	PERIOD TO: 03/31/2017	<table border="1"> <tr> <td>X</td> <td>OWNER</td> </tr> <tr> <td>X</td> <td>ARCHITECT</td> </tr> <tr> <td>X</td> <td>CONTRACTOR</td> </tr> <tr> <td></td> <td>CONSULTANT</td> </tr> </table>	X	OWNER	X	ARCHITECT	X	CONTRACTOR		CONSULTANT
X	OWNER										
X	ARCHITECT										
X	CONTRACTOR										
	CONSULTANT										
CONTRACT FOR: Bannan Lakes Amenity Center	PROJECT NOS: 1606	CONTRACT DATE: 11/03/2016									

## CONTRACTOR'S APPLICATION FOR PAYMENT

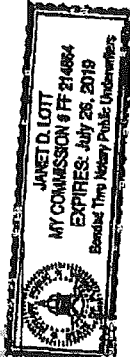
1. ORIGINAL CONTRACT SUM	2,681,282.41
2. Net change by Change Orders	0.00
3. CONTRACT SUM TO DATE (Line 1+2)	2,681,282.41
4. TOTAL COMPLETED & STORED TO DATE (Column G on detailed sheet)	1,402,504.65
5. RETAINAGE:	
a. 10.00 % of Completed Work (Column D + E on detailed sheet)	140,250.47
b. 10.00 % of Stored Material (Column F on detailed sheet)	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of detailed sheet)	140,250.47
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	1,262,254.18
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	567,383.79
8. CURRENT PAYMENT DUE	594,870.39
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	1,419,028.23

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in Previous month by Owner	0.00	0.00
Total approved this Month	0.00	0.00
NET CHANGES by Change Order	0.00	0.00
TOTAL	0.00	

## CONTRACTOR'S CERTIFICATION OF WORK

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

CONTRACTOR: Carlton Construction, Inc. Date: 3/31/17  
 State of: Florida County of: clay  
 Subscribed and sworn to before me this 31st day of March, 2017  
 Notary Public: James D. Lott  
 My Commission Expires: 7-26-19



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$

(Attach explanation if amount certified differs from amount applied for). Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ARCHITECT: Will L. Jolley Date: 3/31/17

This Certificate is non negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor on this Contract.

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
610 - Performance Bond	25,018.98		25,018.98	25,018.98			25,018.98	100.00		2,501.90
1000 - Project Management	119,976.00		119,976.00	31,009.57	14,999.00		46,008.57	38.35	73,967.43	4,600.86
1003 - Job Trailer	3,000.00		3,000.00	1,865.00	254.00		2,119.00	70.63	881.00	211.90
1005 - Small Tools	250.00		250.00	178.00			178.00	71.20	72.00	17.80
1006 - Surveying & Layout	9,401.00		9,401.00	3,700.00	2,600.00		6,300.00	67.01	3,101.00	630.00
1007 - Blueprinting	640.00		640.00	550.00	90.00		640.00	100.00		64.00
1008 - Photographs	100.00		100.00		50.00		50.00	50.00	50.00	5.00
1010 - Testing	4,200.00		4,200.00	1,290.00	1,500.00		2,790.00	66.43	1,410.00	279.00
1015 - Temp Locks	90.00		90.00		45.00		45.00	50.00		4.50
1017 - Generator Fuel	1.00		1.00						1.00	
1018 - Generator Rental	1.00		1.00						1.00	
1020 - Permits	7,300.00		7,300.00	6,568.00	450.00		7,018.00	96.14	282.00	701.80
1030 - Builders Risk Insurance	9,805.00		9,805.00	9,805.00			9,805.00	100.00		980.50
1031 - Liability Insurance	10,725.13		10,725.13	3,003.00	2,467.00		5,470.00	51.00	5,255.13	547.00
1044 - Mailing/Shipping	96.00		96.00	24.00	12.00		36.00	37.50	60.00	3.60
1050 - Safety	500.00		500.00	250.00	100.00		350.00	70.00	150.00	35.00
1060 - Ice/Water	50.00		50.00	50.00			50.00	100.00		5.00
1110 - Portable Toilets	2,640.00		2,640.00	520.00	250.00		770.00	29.17	1,870.00	77.00
1505 - Temp Electric	800.00		800.00	800.00			800.00	100.00		80.00
1507 - Temp Water	800.00		800.00	800.00			800.00	100.00		80.00
1510 - Temporary Fence	600.00		600.00		600.00		600.00	100.00		60.00
1520 - Submittals	200.00		200.00	150.00			150.00	75.00	50.00	15.00
1530 - Field Office Supplies	160.00		160.00	120.00	20.00		140.00	87.50	20.00	14.00
1580 - Project Sign	302.00		302.00	302.00			302.00	100.00		30.20
1710 - Intermediate Cleanup	3,600.00		3,600.00	900.00	300.00		1,200.00	33.33	2,400.00	120.00
1720 - Dumpsters	13,500.00		13,500.00	1,000.00	2,500.00		3,500.00	25.93	10,000.00	350.00
1730 - Closeout Docs	300.00		300.00						300.00	
1800 - Punch Out	500.00		500.00						500.00	
1875 - Final Clean	1,596.80		1,596.80						1,586.80	
2010 - Misc. Sitework Allow.	25,000.00		25,000.00	67.00	4,233.00		4,300.00	17.20	20,700.00	430.00
2014 - 3/4" Crushed Rock	850.00		850.00						850.00	
2530 - Pool Deck Pavers	43,870.00		43,870.00		43,870.00		43,870.00	100.00		4,387.00
2829 - Dog Park Fencing	22,880.00		22,880.00						22,880.00	
2831 - Vinyl 3-Rail Fencing	2,700.00		2,700.00						2,700.00	

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
2832 - Tot Lot Fencing	7,532.00		7,532.00						7,532.00	
2833 - Aluminum Pool Fencing	21,126.00		21,126.00						21,126.00	
2836 - Dumpster Gates	8,600.00		8,600.00						8,600.00	
2838 - Pool Enclosure Gate	2,900.00		2,900.00						2,900.00	
2860 - Sports Courts	120,270.00		120,270.00	32,500.00	55,250.00		87,750.00	72.96	32,520.00	8,775.00
2870 - Playground Equipment	70,000.00		70,000.00		70,000.00		70,000.00	100.00		7,000.00
2880 - Site Furnishings	4,154.00		4,154.00		59.00		59.00	1.42	4,095.00	5.90
2900 - Landscaping	240,616.00		240,616.00		34,350.00		34,350.00	14.28	206,266.00	3,435.00
2910 - Irrigation	89,301.00		89,301.00						89,301.00	
2990 - Dumpster Enclosure	7,250.00		7,250.00	7,250.00			7,250.00	100.00		725.00
2992 - Deco Site Columns	15,930.00		15,930.00	7,000.00	8,930.00		15,930.00	100.00		1,593.00
3000 - Concrete	65,529.00		65,529.00	65,529.00			65,529.00	100.00		6,552.90
3010 - Tree Rings	4,302.00		4,302.00	4,302.00			4,302.00	100.00		430.20
3020 - Tot Lot Slab	2,018.50		2,018.50		2,018.50		2,018.50	100.00		201.85
3345 - Termite Treatment	1,126.00		1,126.00	745.00			745.00	66.16	381.00	74.50
4210 - Brick Veneer	47,810.00		47,810.00		3,120.00		3,120.00	6.53	44,690.00	312.00
4222 - CMU Masonry	9,825.00		9,825.00		6,300.00		6,300.00	64.12	3,525.00	630.00
4720 - Arch. Cast Stone	11,100.00		11,100.00	4,178.00	6,122.00		10,300.00	92.79	800.00	1,030.00
5100 - Misc. Steel	250.00		250.00	250.00			250.00	100.00		25.00
5515 - Ladders	175.00		175.00						175.00	
5720 - Handrails & Railings	8,332.00		8,332.00		8,332.00		8,332.00	100.00		833.20
6015 - Heavy Timber Material	8,483.00		8,483.00		8,483.00		8,483.00	100.00		848.30
6020 - T&G & Beams - Exterior	6,679.00		6,679.00		6,679.00		6,679.00	100.00		667.90
6100 - Rough Framing Install	58,675.00		58,675.00	40,314.00	8,164.00		48,478.00	82.62	10,197.00	4,847.80
6101 - Lumber Package	43,475.00		43,475.00	18,268.00	25,206.00		43,475.00	100.00		4,347.50
6103 - Shutters & Hardware	8,090.00		8,090.00						8,090.00	
6105 - Misc. Blocking	500.00		500.00		261.60		261.60	52.32	238.40	26.16
6180 - Hardie Lap Siding	11,631.00		11,631.00						11,631.00	
6190 - Truss Packages	17,511.00		17,511.00	17,511.00			17,511.00	100.00		1,751.10
6400 - Cabinetry & SS Tops	22,961.00		22,961.00						22,961.00	
6451 - Interior Trim Material	1,934.00		1,934.00						1,934.00	
6452 - Interior Trim Install	10,902.00		10,902.00						10,902.00	
6453 - T&G - Interior	2,846.00		2,846.00						2,846.00	
6454 - Hardie Soffit	3,051.00		3,051.00						3,051.00	

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
6458 - PT Wood brackets	5,367.00		5,367.00						5,367.00	
6462 - PVC Brackets	2,986.00		2,986.00		2,986.00		2,986.00	100.00		298.60
6700 - Framing Hardware	500.00		500.00		500.00		500.00	100.00		50.00
6791 - Exterior Trim Install	43,614.00		43,614.00	34,000.00					9,614.00	3,400.00
7100 - Waterproofing	17,227.00		17,227.00	25.00	8,028.00		34,000.00	77.96		805.30
7200 - Insulation	19,061.00		19,061.00		5,497.00		8,053.00	46.75		549.70
7300 - Roofing	70,645.00		70,645.00	2,946.00	51,784.00		54,730.00	28.84		5,473.00
7720 - Gutters & Downspouts	14,320.00		14,320.00					77.47	15,915.00	
7920 - Sealants and Caulks	350.00		350.00						14,320.00	
8101 - Door Installation	3,850.00		3,850.00		1,965.00		1,965.00	51.04	350.00	
8211 - MDF Interior Doors	1,656.00		1,656.00		885.00		885.00	53.44	1,885.00	196.50
8220 - Fiberglass Doors	13,838.00		13,838.00		7,040.00		7,040.00	50.87	771.00	88.50
8240 - Counter Barn Doors	900.00		900.00						6,798.00	704.00
8305 - Access Doors	160.00		160.00		160.00		160.00	100.00	900.00	
8410 - Storefront Systems	18,900.00		18,900.00		14,175.00		14,175.00	75.00	4,725.00	16.00
8450 - Pella Window Package	29,989.00		29,989.00		27,450.00		27,450.00	91.53	2,539.00	1,417.50
8501 - Window Installation	6,000.00		6,000.00		5,400.00		5,400.00	90.00	600.00	2,745.00
8710 - Door Hardware	13,843.00		13,843.00						13,843.00	540.00
9100 - Stucco	5,000.00		5,000.00						5,000.00	
9105 - Stucco - Dumpster	2,500.00		2,500.00						2,500.00	
9250 - Gypsum Board	36,244.00		36,244.00		10,827.00		10,827.00	29.87	25,417.00	1,082.70
9437 - Tree Ring Tile	3,630.00		3,630.00		3,630.00		3,630.00	100.00		363.00
9541 - Flooring	48,014.00		48,014.00		5,000.00		5,000.00	17.65	48,014.00	
9900 - Painting	28,333.00		28,333.00		30.00		30.00	25.80	23,333.00	500.00
9910 - Site Painting	500.00		500.00	99.00					371.00	12.90
10165 - Toilet Partitions	12,314.00		12,314.00						12,314.00	
10433 - Informational Signage	9,467.00		9,467.00						4,734.00	473.30
10522 - Fire Extinguishers	849.00		849.00						849.00	
10536 - Awnings	690.00		690.00							
10705 - Bahama Shutters	4,260.00		4,260.00	345.00			345.00	50.00	345.00	34.50
10800 - Bath Accessories	12,488.00		12,488.00	2,130.00			2,130.00	50.00	2,130.00	213.00
10850 - Mirrors	1,192.00		1,192.00						12,488.00	
11450 - Appliances	5,526.00		5,526.00						1,192.00	
13152 - Swimming Pool	442,345.00		442,345.00	339,368.00	22,862.00		362,230.00	81.89	5,526.00	
									80,115.00	36,223.00

# PROGRESS BILLING

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
13300 - Tennis Shade Structure	4,140.00		4,140.00	1,420.00	1,892.00		3,312.00	80.00	828.00	331.20
13305 - Pool Shade Structures	26,900.00		26,900.00	13,450.00			13,450.00	50.00	13,450.00	1,345.00
15100 - Plumbing	45,600.00		45,600.00	9,125.00	15,875.00		25,000.00	54.82	20,600.00	2,500.00
15110 - Site Plumbing	4,500.00		4,500.00	2,925.00	1,575.00		4,500.00	100.00		450.00
15405 - Pool Shower	200.00		200.00							
15700 - HVAC	76,547.00		76,547.00	5,378.00	10,641.00		16,019.00	20.93	200.00	
16000 - Electrical	107,000.00		107,000.00		44,000.00		44,000.00	41.12	60,528.00	1,601.90
16250 - Electrical Fixtures	139,000.00		139,000.00		68,000.00		68,000.00	48.92	63,000.00	4,400.00
16720 - Security System	20,000.00		20,000.00	2,570.00			2,570.00	12.85	71,000.00	6,800.00
17900 - Contractor's Fee	134,500.00		134,500.00	37,205.00	33,150.00		70,355.00	52.31	17,430.00	257.00
Totals:	2,681,282.41		2,681,282.41	741,537.55	660,957.10		1,402,504.65	52.31	1,278,777.76	140,250.47

**REQUISITION NO. 66**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 66
- (B) Name of Payee: Vallencourt Construction, Inc.  
1701 Blanding Blvd  
Middleburg, FL 32068
- (C) Amount Payable: Total: \$46,472.69
- (D) Bannon Lakes CDD Invoice: 15
- (E) Fund or Account from which disbursement to be made: 2016  
Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: April 7, 2017

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By: 

Title: District Engineer

APPLICATION AND CERTIFICATE FOR PAYMENT  
 TO: PROJECT: BAYVIEW LAKES JAIL (Instructions on reverse side)  
 3000 Bayview Lakes JAIL  
 1475 Bayview Lakes JAIL  
 Jacksonville, FL 32216  
 St. Augustine, FL  
 FROM: VALLENCOURT CONSTRUCTION CO., INC.  
 P.O. BOX 55649  
 ORANGE PARK, FL 32065

AIA DOCUMENT G702  
 PROJECT: BAYVIEW LAKES JAIL - ON-SITE  
 St. Augustine, FL

PAGE  
 Distribution to:  
 [ ] OWNER  
 [ ] ARCHITECT  
 [ ] CONTRACTOR

APPLICATION  
 PERIOD TO: 11/1/17  
 ARCHITECT'S  
 PROJECT NO:

CONTRACTOR'S APPLICATION FOR PAYMENT  
 CHANGE ORDER SUMMARY  
 Change Orders approved in previous months by Owner

Number	Date Approved	ADDITIONS	DEDUCTIONS
1	11/3/2016	79,711.50	
2		387,744.53	
3		516,383.11	
4			(320,049.21)
TOTALS		883,839.14	(320,049.21)

Net change by Change Orders  
 563,789.93

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

1. ORIGINAL CONTRACT SUM \$ 5,025,816.32  
 2. Net change by Change Orders \$ 563,789.93  
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 5,589,606.25  
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 5,589,606.25  
 5. RETAINAGE:  
 a. 10 % of Completed Work Amenity Center Only \$ 41,306.05  
 (Column D + E on G703)  
 b. % of Stored Materials \$ (Column F on G703)  
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 41,306.05  
 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 5,548,299.43  
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 from prior Certificates) \$ 5,488,293.43  
 8. CURRENT PAYMENT DUE \$ 64,472.00  
 9. BALANCE TO FINISH, PLUS RETAINAGE (Line 6 less Line 8) \$ 144,820.13

CONTRACT DATE: 11/1/17  
 CONTRACTOR'S SIGNATURE: [Signature]  
 Date: 3-20-17

CONTRACTOR'S CERTIFICATE FOR PAYMENT  
 In accordance with the Contract Documents, based on on-site observations and the data compiling the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 46,472.69  
 ARCHITECT: [Signature]  
 Date: 3-17-17  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without liability to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT  
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006



[illegible]





6466A 70

Exhibit 100-04  
Schedule of Values

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**REQUISITION NO. 67**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 67
- (B) Name of Payee: England, Thims & Miller  
*14775 Old St Augustine Rd*  
*Jacksonville, Florida 32258*
- (C) Amount Payable: Total: \$11,000.85
- (D) Bannon Lakes CDD Invoice: 0183631, 0183615
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: April 7, 2017


**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

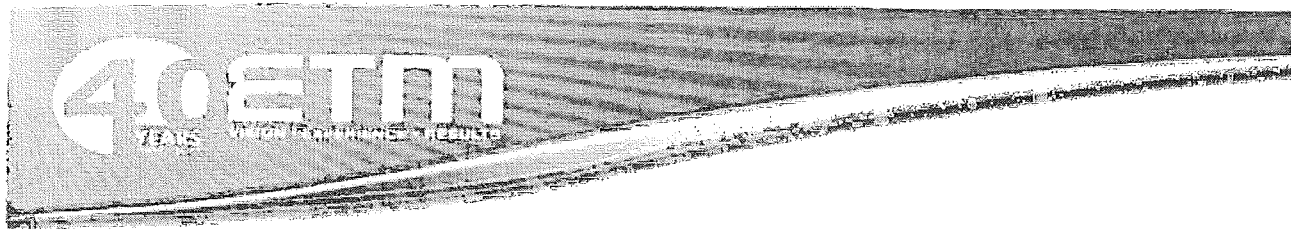
By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:   
Title: District Engineer



Eastland Partners, LLC  
700 Ponte Vedra Lakes Boulevard  
Ponte Vedra Beach, FL 32082

March 08, 2017  
Project No: 13061.06000  
Invoice No: 0183631

Project 13061.06000 Bannon Lakes Master Infrastructure

**Professional Services rendered through February 28, 2017**

Task Lump Sum

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
A.Incremental MDP	7,500.00	100.00	7,500.00	7,500.00	0.00
B.Master Drain.Plan of Overall Project	15,000.00	100.00	15,000.00	15,000.00	0.00
C.Mstr Pot.Wtr,San.Sew,ReUse Pin of Over	8,000.00	100.00	8,000.00	8,000.00	0.00
D.Prep.of Site/Construction Documents	234,000.00	100.00	234,000.00	234,000.00	0.00
E.Landscape & Irrigation	11,500.00	100.00	11,500.00	11,500.00	0.00
F1.SJRWMD ERP	15,000.00	100.00	15,000.00	15,000.00	0.00
F3.FDEP Potable Water Distri.System	2,600.00	100.00	2,600.00	2,600.00	0.00
F4.FDEP Sanitary Sewer Collection System	2,600.00	100.00	2,600.00	2,600.00	0.00
F5.EPA-NPDES-General Notice of Intent	1,500.00	100.00	1,500.00	1,500.00	0.00
G1.Bid Documents	5,000.00	100.00	5,000.00	5,000.00	0.00
G2.Shop Drawing Review	5,000.00	100.00	5,000.00	5,000.00	0.00
H.Hydrologic & Hydraulic Analysis-Gemini	15,000.00	96.6667	14,500.01	14,500.01	0.00
I.Protect.Wildlife Data&Field Assess(ERS)	1,100.00	100.00	1,100.00	1,100.00	0.00
J.Protect.Wildlife Assess.Rpt (ERS)	680.00	100.00	680.00	680.00	0.00
Total Fee	324,480.00		323,980.01	323,980.01	0.00

Total Fee 0.00

Total this Task 0.00

Task F. Environmental/Regulatory Permitting

Task 2. Army Corps of Engineers (if applicable)

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit			5,000.00
Remaining			5,000.00

Total this Task 0.00

Total this Task 0.00

England, Thins & ITeller, Inc.

ENGINEERS • PLANNERS • ARCHITECTS • LANDSCAPE ARCHITECTS  
17774 US Highway 90 North, Suite 200 • Fort Worth, Texas 76155  
817-336-1234 • FAX 817-336-1235

Task G. Construction Administration

Task 3. On-Site Construction Observation

**Professional Personnel**

	Hours	Rate	Amount
Principal - Vice President	1.25	195.00	243.75
Senior Engineer	7.00	155.00	1,085.00
Landscape Architect	9.50	115.00	1,092.50
Designer	7.00	110.00	770.00
Sr. Inspector	30.00	130.00	3,900.00
Inspector	9.50	105.00	997.50
<b>Totals</b>	<b>64.25</b>		<b>8,088.75</b>
<b>Total Labor</b>			<b>8,088.75</b>
		<b>Total this Task</b>	<b>\$8,088.75</b>
		<b>Total this Task</b>	<b>\$8,088.75</b>

Task K Additional Services

Revise phasing of project and add lift station.

**Professional Personnel**

	Hours	Rate	Amount
Engineer	3.00	135.00	405.00
<b>Totals</b>	<b>3.00</b>		<b>405.00</b>
<b>Total Labor</b>			<b>405.00</b>
		<b>Total this Task</b>	<b>\$405.00</b>

Task XP Expenses

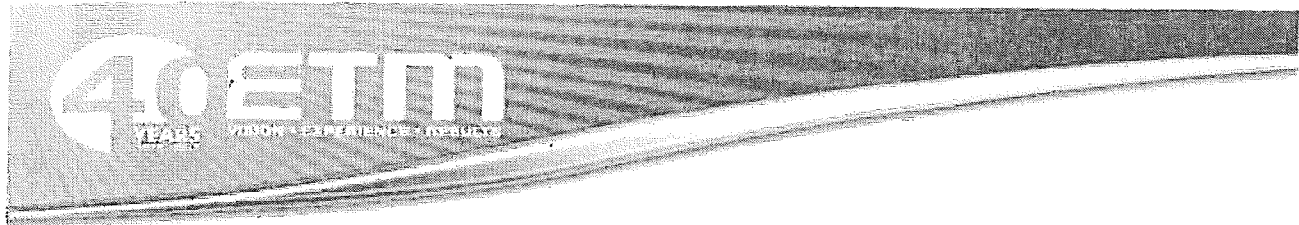
**Expenses**

Mileage		74.90	
Reproductions		.60	
Wireless Telephone		4.81	
Delivery / Messenger Svc		164.27	
Permits		350.00	
<b>Total Expenses</b>	<b>1.1 times</b>	<b>594.58</b>	<b>654.04</b>
		<b>Total this Task</b>	<b>\$654.04</b>
		<b>Invoice Total this Period</b>	<b>\$9,147.79</b>

**Outstanding Invoices**

Number	Date	Balance
0183489	1/31/2017	8,736.63
<b>Total</b>		<b>8,736.63</b>
	<b>Total Now Due</b>	<b>\$17,884.42</b>

England-Thoms & Miller, Inc.  
 ENGINEERS • PLANNERS • SURVEYORS • CIVIL • LANDSCAPE ARCHITECTS  
 1477 Gable Ridge Drive • Raleigh, NC 27603 • 919-876-7000 • Fax 919-876-7000  
 E-mail: info@etmll.com



Eastland Partners, LLC  
 700 Ponte Vedra Lakes Boulevard  
 Ponte Vedra Beach, FL 32082

March 08, 2017  
 Project No: 13061.05000  
 Invoice No: 0183615

Project 13061.05000 Bannon Lakes Amenity Center

**Professional Services rendered through February 28, 2017**

Task	Lump Sum	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
A.Incremental MDP		7,500.00	100.00	7,500.00	7,500.00	0.00
B.Preparation of Site/Civil Constr.Docs		34,700.00	100.00	34,700.00	34,700.00	0.00
C1.FDEP Water & Sewer		2,600.00	100.00	2,600.00	2,600.00	0.00
D1.Shop Drawing & Review		3,000.00	100.00	3,000.00	3,000.00	0.00
Total Fee		47,800.00		47,800.00	47,800.00	0.00
		Total Fee				0.00
		Total this Task				0.00

Task	D.	Construction Administration
Task	2.	On-Site Construction Observation

**Professional Personnel**

	Hours	Rate	Amount
Senior Engineer	4.50	155.00	697.50
Totals	4.50		697.50
Total Labor			697.50

	Current	Prior	To-Date
Total Billings	697.50	3,357.50	4,055.00
Contract Limit			21,000.00
Remaining			16,945.00

Total this Task \$697.50

Total this Task \$697.50

Task	XP	Expenses
<b>Consultants</b>		
Robert M. Angas Associates Inc.		1,072.00
Total Consultants		1,072.00
<b>Expenses</b>		
Reproductions		28.36
Delivery / Messenger Svc		47.60
Total Expenses	1.1 times	75.96
Total this Task		\$1,155.56

Invoice Total this Period \$1,853.06

**Outstanding Invoices**

Number	Date	Balance
0183442	1/31/2017	772.50
<b>Total</b>		<b>772.50</b>

<b>Total Now Due</b>	<b>\$2,625.56</b>
----------------------	-------------------

**England-Thim & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
11710 34th Avenue North • Jacksonville, FL 32256 • Tel: 904-442-6930 • Fax: 904-442-6935  
C-1000-234 LD-006218

**REQUISITION NO. 68**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 68
- (B) Name of Payee: Clary & Associates  
3830 Crown Point Road Suite A  
Jacksonville, Florida 32257
- (C) Amount Payable: Total: \$4,050.00
- (D) Bannon Lakes CDD Invoice: 700-3, 2017-171, 149, 128
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: April 7, 2017

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By: 

Title: District Engineer

# Clary & Associates, Inc.

3830 Crown Point Road • Suite A • Jacksonville, Florida 32257 • (904) 260-2703

INVOICE NO: 2016-700-3  
DATE: 03/17/17

PAGE 1

DELIVER TO:

3362  
EASTLAND  
700 PONTE VEDRA LAKES BLVD  
PONTE VEDRA BEACH FL 32082

SEE FILES PROVIDED

ORDERED BY JOHN DODSON

---

DESCRIPTION 02/08/17

W.O. NO. 2016-700-3

LOT : OAKS  
SUBDIVISION: BANNON LAKES UNIT 1  
SECTION : 12 TOWNSHIP: 6S RANGE: 28E  
ADDRESS : NINE MILE RD  
ST. JOHNS  
IN NAME OF : STAKE OAKS AROUND AMENITY CENTER POND &  
AT NORTH END NEAR LIFT STATION

SUB. SURVEY STAKE OUT OAKS

1,750.00

TOTAL DUE \$1,750.00

PAYMENT DUE 10 DAYS FROM RECEIPT  
PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT



# Clary & Associates, Inc.

3830 Crown Point Road • Suite A • Jacksonville, Florida 32257 • (904) 260-2703

INVOICE NO: 2017-171  
DATE: 03/31/17

PAGE 1

3352  
EASTLAND  
700 PONTE VEDRA LAKES BLVD  
PONTE VEDRA BEACH FL 32082

DELIVER TO:  
NO FIELD UPDATE, INFO TO JOEL  
& LYNORE

ORDERED BY ART

---

DESCRIPTION 03/23/17

W.O. NO. 2017-171



SUBDIVISION: BANNON LAKES UNIT -  
SECTION : 1 TOWNSHIP: 6S RANGE: 28E  
ADDRESS : NINE MILE RD  
ST. JOHNS  
IN NAME OF : ADD COMMERCIAL PARCELS AND OUTPARCELS TO  
OVERALL SURVEY, REVISE CERTIFICATIONS,  
SHOW PLOTTABLE EASEMENTS CONTAINED IN  
TITLE

BOUNDARY SURVEY

750.00

TOTAL DUE \$750.00

PAYMENT DUE 10 DAYS FROM RECEIPT  
PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT



# Clary & Associates, Inc.

3830 Crown Point Road • Suite A • Jacksonville, Florida 32257 • (904) 260-2703

INVOICE NO: 2017-128  
DATE: 03/31/17

PAGE 1

3352  
EASTLAND  
700 PONTE VEDRA LAKES BLVD  
PONTE VEDRA BEACH FL 32082

DELIVER TO:  
LOCATE EXISTING CABINET IN  
THE FIELD TO VERIFY

ORDERED BY ART LANCASTER

---



DESCRIPTION	03/05/17	W.O.NO.	2017-128
LOT	: FPL		
SUBDIVISION:	BANNON LAKES UNIT 1		
SECTION	: 12	TOWNSHIP: 6S	RANGE: 28E
ADDRESS	: NINE MILE RD		
	ST. JOHNS		
IN NAME OF	: MAP OF 20'x20' FPL SWTCH CABINET		
	EASEMENT		

MAP & LEGAL

650.00

TOTAL DUE \$650.00

PAYMENT DUE 10 DAYS FROM RECEIPT  
PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT



# Clary & Associates, Inc.

3830 Crown Point Road • Suite A • Jacksonville, Florida 32257 • (904) 260-2703

INVOICE NO: 2017-149  
DATE: 03/31/17

PAGE 1

3357  
EASTLAND  
700 PONTE VEDRA LAKES BLVD  
PONTE VEDRA BEACH FL 32082

DELIVER TO:  
SEE FILE FROM SCOTT LAND @  
ETM

ORDERED BY ART LANCASTER

---

DESCRIPTION 03/16/17

W.O. NO. 2017-149


LOT : COMMERCIAL P  
SUBDIVISION: GANNON LAKES UNIT -  
SECTION : 12 TOWNSHIP: 6S RANGE: 28E  
ADDRESS : NINE MILE RD  
ST. JOHNS  
IN NAME OF : MAP AND DESCRIPTION OF COMMERCIAL PARCEL,  
LESS 2 OUTPARCELS IN THE SOUTHWEST CORNER

MAP & LEGAL

450.00

TOTAL DUE \$450.00

PAYMENT DUE 10 DAYS FROM RECEIPT  
PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT



# Clary & Associates, Inc.

3830 Crown Point Road • Suite A • Jacksonville, Florida 32257 • (904) 260-2703

INVOICE NO: 2017-149-2  
DATE: 03/31/17

PAGE 1

3352  
EASTLAND  
700 PONTE VEDRA LAKES BLVD  
PONTA VEDRA BEACH FL 32082

DELIVER TO:

SEE FILE FROM SCOTT LAND @  
ETM

ORDERED BY ART LANCASTER

---

DESCRIPTION 03/16/17

W.O. NO. 2017-149-2



LOT : OUTPARCELS  
SUBDIVISION: BANNON LAKES UNIT -  
SECTION : 12 TOWNSHIP: 6S RANGE: 28E  
ADDRESS : NINE MILE RD  
ST. JOHNS  
IN NAME OF : MAP AND DESCRIPTION OF OUTPARCELS IN  
SOUTHWEST CORNER OF THE COMMERCIAL PARCEL  
(OVERALL, NOT INDIVIDUALS)

MAP & LEGAL

450.00

TOTAL DUE \$450.00

PAYMENT DUE 10 DAYS FROM RECEIPT  
PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT



**REQUISITION NO. 69**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**

**\$11,850,000**

**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 69
- (B) Name of Payee: Landcare Group  
4601 East Moody Blvd  
Suite E11  
Bunnell, FL 32110
- (C) Amount Payable: Total: \$106,962.73
- (D) Bannon Lakes CDD Invoice: 3552, 3553
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: April 7, 2017


**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:   
Title: District Engineer

Landcare Group, Inc.

P.O. Box 893

Bunnell, FL 32110

Tel. 386-586-3321 Fax 386-586-3330

# Invoice

Date	Invoice #
3/30/2017	3551

Bill To
Bannon Lakes CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

P.O. No.	Terms	Project
	30	

Quantity	Description	Rate	Amount
	Landscape work performed - Bannon Lakes Phase 1A Irrigation See attached list	38,000.00	38,000.00
		<b>Total</b>	<b>\$38,000.00</b>



Main Office:

PO Box 893, Bunnell, FL 32110

Ph. (386) 586-3321 Fax: (386) 586-3330

Ponte Vedra Office: (904) 268-9993

Ocala Office: (352) 861-8800

## Eastland (Bannon Lakes Phase 1A Irrigation)

3/29/2017

Description	Qty	Unit Price	Total Price	Comments
<u>Irrigation</u> Automated system w/ head to head coverage	1		\$38,000.00	Total 164,152.09 Invoice #1 38,600.00 Paid Balance 125,552.09 Invoice #2 41,400.00 Paid Balance 84,152.09 Invoice #3 31,510.00 paid Balance 52,642.00
			Total:	\$38,000.00

Landcare Group, Inc.

P.O. Box 893

Bunnell, FL 32110

Tel. 386-586-3321 Fax 386-586-3330

# Invoice

Date	Invoice #
3/30/2017	3552

Bill To
Bannon Lakes CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

P.O. No.	Terms	Project
	30	

Quantity	Description	Rate	Amount
	Landscape work performed - Bannon Lakes Phase 1A Landscaping See attached list	4,858.73	4,858.73
		<b>Total</b>	<b>\$4,858.73</b>



Main Office:  
 PO Box 893, Bunnell, FL 32110  
 Ph. (386) 586-3321 Fax: (386) 586-3330  
 Ponte Vedra Office: (904) 268-9993  
 Ocala Office: (352) 861-8800

## Proposal for: Eastland (Bannon Lakes Phase 1A Landscaping)

3/29/2017

Description	Qty	Unit Price	Total Price	Comments
Final Invoice				
<u>Trees:</u>				
River Birch ( <i>Betula nigra</i> )				<u>127,124.73</u>
Slash Pine ( <i>Pinus elliottii</i> )				
Weeping Willow ( <i>Salix babylonica</i> )				
Alle Lacey Elm ( <i>Ulmus parvifolia</i> )				
<u>Shrubs</u>				
Blue Lily of the Nile				
( <i>Agapanthus africanus</i> 'Blue')				
Flax Lily ( <i>Dianella tasmanica</i> 'Variegata')				
Thyris ( <i>Galphimia glauca</i> )				
Anise ( <i>Illicium parviflorum</i> )				
Pink Muhly ( <i>Muhlenbergia capillaris</i> )				
Cape Plumbago ( <i>Plumbago capensis</i> )				
Knock Out Rose ( <i>Rosa</i> x 'Knockout')				
Sand Cord Grass ( <i>Spartina bakeri</i> )				
Ms. Schillers Delight <i>Viburnum</i>				
' <i>Viburnum obovatum</i> 'Ms Schillers				
Delight')				
<u>Shrub Areas</u>				
Crown Grass ( <i>Paspalum quadrifarium</i> )				
Sand Cord Grass ( <i>Spartina bakeri</i> )				
<u>Grass</u>				
Bahia Grass ( <i>Paspalum notatum</i>				
Argentina')	17999	\$0.27	\$4,858.73	
St. Augustine ( <i>Stenotaphrum</i>				
secundatum 'Floratum')				
<u>Mulch</u>				
Cypress Mulch				
<u>Annuals</u>				
			Total:	\$4,858.73

Landcare Group, Inc.

P.O. Box 893

Bunnell, FL 32110

Tel. 386-586-3321 Fax 386-586-3330

# Invoice

Date	Invoice #
3/30/2017	3553

<b>Bill To</b>
Bannon Lakes CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

P.O. No.	Terms	Project
	30	

Quantity	Description	Rate	Amount
	Landscape work performed - Bannon Lakes Phase 1B Landscaping	64,104.00	64,104.00
		<b>Total</b>	\$64,104.00



Main Office:  
 PO Box 893, Bunnell, FL 32110  
 Ph. (386) 586-3321 Fax: (386) 586-3330  
 Ponte Vedra Office: (904) 258-9993  
 Ocala Office: (352) 861-8800

### Eastland (Bannon Lakes Phase 1B Landscaping)

3/29/201

Description	Qty	Unit Price	Total Price	Comments
Invoice#1				
<u>Trees:</u>				
River Birch (Betula nigra)	4	\$375.00	\$1,500.00	6" cal, 12' ht, 5' spd
Slash Pine (Pinus elliotti)	55	\$225.00	\$12,600.00	4" cal, 10' ht, 3' spd
Allee Lacebark Elm (Ulmus parvifolia)		\$375.00		4" cal, 12' ht, 6' spd
<u>Shrub Areas</u>				
Crown Grass (Paspalum quadrifarium)	463	\$4.00	\$1,852.00	1 gallon
Sand Cord Grass (Spartina bakeri)	470	\$4.00	\$1,880.00	1 gallon
<u>Sod</u>				
Bahia Grass (Paspalum notatum Argentine')		\$0.27		per S.F.
St. Augustine (Stenotaphrum secundatum 'Floratan')	115680	\$0.40	\$46,272.00	per S.F.
<u>Mulch</u>				
Cypress Mulch		\$38.00		Yards installed
			<b>Total:</b>	<b>\$64,104.00</b>

**REQUISITION NO. 70**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**  
**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannon Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 70
- (B) Name of Payee: RREF III-P-EP Bannon Lakes JV, LLC  
700 Ponte Vedra Lakes Blvd  
Ponte Vedra Bch, FL 32082
- (C) Amount Payable: Total: \$31,288.30
- (D) Bannon Lakes CDD Invoice: 3
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: April 7, 2017


**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By:   
Title: District Engineer

RREF III-P-EP Bannon Lakes JV, LLC

700 Ponte Vedra Lakes Blvd.  
Ponte Vedra Bch, FL 32082

# Invoice

Date	Invoice #
4/5/2017	3

Bill To
Bannon Lakes CDD C/O GMS 475 West Town Place Suite 114 World Golf Village St Augustine, FL 32092

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Reimburse RREF III-P-EP Bannon Lakes JV LLC for Florida Power and Light costs incurred as differential for installation of electrical facilities underground. FPL invoice attached.	31,288.30	31,288.30
		<b>Total</b>	\$31,288.30

RREF III-P-EP BANNON LAKES JV, LLC  
700 PONTE VEDRA LAKES BLVD  
PONTE VEDRA BEACH, FL 32082-1280

BANK OF AMERICA  
63-27/031

1160

4/1/2017

PAY TO THE  
ORDER OF Florida Power & Light

\$\*\*31,288.30

Thirty-One Thousand Two Hundred Eighty-Eight and 30/100\*\*\*\*\*

DOLLARS

Florida Power & Light Co  
General Mail Facility  
Miami, FL 33188-0001

PROTECTED AGAINST FRAUD

MEMO

Quote NF75013311

⑈001160⑈ ⑆063100277⑆ 898078301325⑈

RREF III-P-EP BANNON LAKES JV, LLC

Florida Power & Light

1160

Date Type Reference  
4/1/2017 Bill Quote NF75013311

Original Amt  
31,288.30

Balance Due  
31,288.30

4/1/2017  
Discount  
Check Amount

Payment  
31,288.30  
31,288.30

Bank of America

Quote NF75013311

31,288.30



Florida Power & Light Company, 303 Hastings Rd., St. Augustine, FL 32084

Bannon Lakes Community Development District  
700 Ponte Vedra Lakes Blvd  
Ponte Vedra Beach FL 32082

Attn: Art Lancaster

Re: Underground vs. Overhead Differential Cost

Dear Mr. Lancaster:

The differential cost for FPL to install its electrical facilities underground to the above mentioned project is \$35,104.70. This cost is based upon the construction plans and easements you have provided. Any changes in these plans may result in additional costs. The after credits are applied the charge is \$31,288.30.

The differential cost provides for 120/208 volt three phase, cable in conduit electrical service with facilities located on private property in easements as required. This cost is based upon favorable trenching conditions which include, but are not limited to; cooperation to eliminate conflicts with other utilities; land graded and filled to final level; line and grade staked in field by developer; and no clearing, compacting, stump removal or paving. These costs do not include undergrounding of any overhead lines, which may exist in adjacent easements or rights-of-way.

The above quote is valid for a period of six months from the date of this letter unless change of plans necessitate a re-estimate of cost. We would appreciate your prompt payment of the above amount so we may proceed with our engineering. Before installation of these facilities we will also need paving and grading plans, a confirmation letter that the area is at final grade, and a schedule of your planned construction. Prompt receipt of these will facilitate the availability of electrical service at the time of your final certificate of occupancy/completion.

Thank you for the opportunity to be of service to you. Should you have any questions or if I may be of assistance to you, please call me at 904-824-7675.

Sincerely,

Scott Sankey  
Construction Project Manager

## UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 24 day of March, 2017 by and between Bannon Lakes Community Development District (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

### WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Bannon Lakes Amenity located in St. Augustine, Florida.  
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$35,104.70 (the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$3,818.40 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$31,286.30.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 120/208 volt, three phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.  
If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.  
Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.
6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
  - a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
  - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
  - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.
7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
  - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
  - b) A construction schedule,
  - c) An estimate of when electric service will be required, and
  - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
  - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
  - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

- c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
- d) Provide sufficient and timely advance notice (60 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
- e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
- f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.

9. FPL shall:

- a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
- b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
- c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

\_\_\_\_\_  
For FPL (Date)

Accepted:

\_\_\_\_\_  
Customer (Date)

\_\_\_\_\_  
Witness (Date)

\_\_\_\_\_  
Witness (Date)



## UNDERGROUND ROAD/PAVEMENT CROSSING AGREEMENT

This Agreement, made this 24th day of March 2017, by and between Bannon Lakes Community Development District (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WHEREAS the Customer has requested the pre-approval of the location and installation of underground distribution facilities to be located under a dedicated roadbed described as follows: Bannon Lakes Amenity Center entrance

Project Name Bannon Lakes Amenity Center

### WITNESSETH

That, for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall:

- a) install conduit and cable markers provided by FPL in accordance with the instructions and specifications attached to this Agreement,
- b) provide reasonable notification of the conduit installation date and allow FPL to inspect the conduit installation prior to backfilling the trench created for the underground distribution facility,
- c) at the request of FPL, correct any discrepancies found in the installation that are inconsistent with the instructions and specifications attached to this Agreement, or pay FPL the associated cost to correct the installation, and
- d) provide survey control points for FPL to stake the road/pavement crossing.

2. FPL shall:

- a) provide instructions and specifications for the installation of FPL-provided conduit,
- b) provide conduit and cable markers to the Customer for the installation of underground facilities at the specified road/pavement crossing,
- c) provide staking for the Customer at the specified road/pavement crossing,
- d) inspect the underground distribution facilities prior to the backfilling of the trench to insure proper installation of said facilities, and
- e) apply a credit in the amount of \$3,816.40 in the event that the Customer has made or has agreed to make a contribution in aid of construction for other underground distribution facilities associated with this Agreement.

3. This agreement is subject to FPL's General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be duly executed to be effective as of the day and year first written above:

APPLICANT:

SIGNED

[Signature]

NAME

Arthur E. Cantor

TITLE

Chairman

FPL:

SIGNED

NAME

Scott Sankey

TITLE

Customer Project Manager



## UNDERGROUND CONDUIT INSTALLATION AGREEMENT

This Agreement, made this 24th day of March 2017, by and between Bannock Lakes Community Development District (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WHEREAS; the Customer has requested the pre-approval of the location and installation of underground distribution facilities to be located in a described FPL easement provided by the Customer.

### WITNESSETH

That, for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The customer shall:
  - a) install conduit, cable markers and associated materials provided by FPL in accordance with the instructions and specifications attached to this Agreement;
  - b) be solely responsible for the installation of conduit at the correct location and the correct depth pursuant to the FPL construction drawing and specifications;
  - c) provide reasonable notification of the conduit installation dates;
  - d) at the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies;
  - e) provide survey points for FPL to stake the cable route;
  - f) notify FPL when the conduit installation is complete;
  - g) provide "as built" prints within two (2) weeks of final installation;
  - h) provide for pick-up of materials;
  - i) assume liability for materials lost, stolen or damaged once the customer receives material;
  - j) assume liability for any delays and/or additional costs to FPL caused by a conduit installation that is not consistent with the instructions and specifications attached to this agreement.
2. FPL shall:
  - a) provide written instructions and specifications for the installation of FPL provided conduit;
  - b) provide required material to the Customer for the installation of underground facilities within the specified cable route;
  - c) provide staking for the Customer along the specified cable route;

- d) apply a credit in the amount of \$3,816.40, in the event that the customer has made or has agreed to make a Contribution in Aid of Construction for the underground distribution facilities associated with this Agreement (if the credit exceeds the contribution, or if no contribution is required, a payment shall be made to the customer);
- e) assume no liability for materials lost, stolen or damaged once received by the customer;
- f) furnish any additional material at the current cost plus applicable loading and delivery charges;
- g) assume no liability for delays caused by material delivery deficiency, including insufficient, lost, stolen or damaged material;
- h) assume no liability for delays because of misunderstanding of installation drawings or specifications;
- i) assume no liability for delays or additional cost caused by an inadequacy of the conduit system installation;
- j) assume no liability for special incidental or consequential damages of any nature.
3. This agreement is subject to FPL's General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission.
4. Customer agrees to protect, defend, indemnify and hold FPL, its officers, directors, employees, and agents (FPL Entities) free and unharmed from and against any and all claims, liabilities, loss, costs, or damages whatsoever, related to any claim made by tenants, invites, licensees, guests, any other or third parties, including court costs and attorney's fees, whether or not due to or caused in whole or part by the negligence of FPL Entities, resulting from or in connection with the performance of this Agreement by either party hereto

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed to be effective as of the day and year written above.

APPLICANT:

FPL:

SIGNED

[Signature]

SIGNED

\_\_\_\_\_

NAME

Robert E. Lindgren

NAME

Scott Sankey

TITLE

Manager

TITLE Customer Project Manager



## **TRANSFORMER PAD LOCATION AND SPECIFICATION**

PROJECT: Bannon Lakes Amenity Center  
ADDRESS: Bannon Lakes Pkwy

DATE: March 24, 2017  
FPL WR # 7501331

### **CUSTOMER AGREES TO:**

Provide recorded easement for all FPL facilities on Customer's property. FPL will not start construction until these easements are cleared by the customer of all conflicts preventing construction. Should paving, grass, landscaping or sprinkler systems be installed prior to construction of the underground distribution facilities, the customer will bear the cost of restoring same to their original condition.

Provide location and depth information for all underground facilities and fill or cut to within 6 inches of final grade within the easement. (See attached referenced prints.)

Notify FPL representative two weeks in advance of paving schedule so that FPL can install ducts if required.

Make arrangements for location of FPL pads as shown on location sketch. Provide and install secondary service to padmount transformer. Use a maximum of 8 cables per leg. (See pad detail for entrance space availability for customer service cable) Terminate conduits 3 inches above final grade and provide 7 feet of cable per leg beyond the conduit ends for connection to transformer terminals.

Compact and level 3 inches below final grade an area sufficient for the concrete pad. Provide clear space of 8 feet at the front and 4 feet at sides and rear of the transformer pad to allow for a safe working area.

Keep area above transformer pad clear to allow setting transformer with a crane. If current transformers are required, provide and install 1 1/4 inch rigid conduit from CT's to meter location. Maximum horizontal distance from pad to meter is 10 feet.

Provide a clear space 36 inches in front of meters. If built up meter centers are to be used, provide FPL representative with shop drawings of centers and layout sketch of meter room for FPL approval prior to purchase

### **FPL AGREES TO:**

Provide pad and install padmount transformer.

Provide primary ducts and install cable from FPL facilities to the padmounted transformer.

Provide and install ground rods at the transformer.

Connect customer's service cables to FPL facilities in transformer compartment.

Provide meter wiring when current transformers are required.

Provide 120/208 three phase service.

**REPRESENTING CUSTOMER:**

I hereby certify that I am authorized to accept these specifications on behalf of the customer and that I have delivered a copy of these specifications to the customer and all affected contractors.

NAME: Arthur E. Lancaster  
(signature)

DATE: 3/31/17

NAME: Arthur E. Lancaster  
(print or type)

TITLE: Chairman

TELEPHONE #: 904-403-6874

**REPRESENTING FPL:**

I hereby certify that I am authorized to accept these specifications on behalf of Florida Power and Light Company.

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_



Date

3/2/17

Florida Power & Light Company  
303 Hastings Road  
St. Augustine, FL 32084

Re: Installation of Underground Electric Distribution Facilities  
Project: Bannan Lakes Amenity Center  
Florida Power & Light Company Job #: 7501331

Dear Scott Sankey:

This is to notify you that the site at the aforementioned project is ready for the installation of your underground electric distribution facilities:

1. The underground cable route has been cleared of trees, stumps and other obstructions.
2. The cable route has been filled or cut to within 6" of final grade.
3. Grade stakes have been set along the cable route marked to indicate final grade.
4. Lot lines and corners have been staked as you requested for reference to locate the cable route.
5. Any grade or reference stakes found missing will be replaced by our surveyors at your request.
6. All flooded areas have been drained.
7. All underground facilities have been staked within 2 feet of their location along the cable route. Stakes are marked with depth, size and type of facility.
8. The above conditions will be maintained throughout construction of FPL facilities.

  
Signed for Owner/Developer



FPL

## NOTIFICATION OF FPL FACILITIES

Customer/Agency Bannon Lakes CDD  
 Developer/Contractor Name Art Lancaster  
 Location of Project Bannon Lakes Amenity Center  
 FPL Representative Scott Sankey  
 Developer/Contractor Representative Art Lancaster

Date of Meeting/Contact: 3/29/17  
 Project Number/Name: 7501331  
 City: St. Augustine  
 Phone: 904-824-7675  
 FPL Work Request #/Work Order #: 7501331

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. You must do this before allowing any construction near the power lines. It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	**Personnel and Equipment (29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	Travel under or near Power Lines (on construction sites, no load) (29 CFR 1926.600 - Equipment) (1926.1411 - Cranes and Derricks)
0 - 750 volts	10 Feet	10 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet
69,000 volts	11 Feet	15 Feet	6 Feet
115,000 volts	13 Feet	15 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	10 Feet
			16 Feet

\*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.

\*\*For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Scott Sankey

Means by which this notification was provided to customer and/or contractor

3/29/17

Address

FPL Representative Signature

Date

Customer/Developer/Contractor Representative Signature

Date

## EXHIBIT A

Provide underground for Bannon Lakes Amenity Center

**Charges (BASED UPON UCD TARIFF):**

Voltage Differential	= \$ 12,946.10
1970' 3 Phase Primary Additional Footage @ \$4.38 per foot	= \$ 8,628.60
1500' Feeder Cable @ \$9.02 per foot	= \$ 13,530.00

**Subtotal Charges (BASED UPON UCD TARIFF):** = \$ 35,104.70

**Credits: (BASED UPON UCD TARIFF):**

654' Trench, Install 5" Conduit @ \$4.32 per foot	= \$ 2,825.28
Install 4 Primary Splice Boxes: @ \$232.78 each	= \$ 931.12
Install 1 TX Pads @ \$60.00 each	= \$ 60.00

**Subtotal Credits (BASED UPON UCD TARIFF):** = \$ 3,816.40

**Total (BASED UPON UCD TARIFF):**

Charges:	\$ 35,104.70
-Credits:	= \$ 3,816.40
<b>Total:</b>	<b>= \$ 31,288.30</b>

**Work Request Charges Quotation**  
**FPL-Power Systems**

**To: ART LANCASTER**

**EAST LAND DEVELOPERS  
 100 BANNON LAKES BLVD  
 SAINT AUGUSTINE, 32095  
 BANNON LAKES AMENITY  
 3 PHASE 150 KVA PMTX -**

**Quote Number: NF75013311**

**Description:**

**INVOICE WILL BE MAILED VIA U.S. MAIL.  
 PLEASE MAIL THE PAYMENT WITH THE  
 INVOICE TO THE MAILING ADDRESS ON THE  
 INVOICE. THANKS**

*Please Note* →

**Quote Date: 3/29/2017**

**Preferred Option: Yes**

**No. Payments:**

**Project:**

**Quotation Details**

Description	Refundable?	Unit Cost	Quantity	Total	Due Before Work	Paid
UG excess 3 Ph Pri - open areas (per ft)	No	4.38	1970	8,628.60	Y	
UG Feeder (per ft)	No	9.02	1500	13,530.00	Y	
Primary-Trench & Inst > 2" PVC (per ft)	No	-4.32	654	-2,825.28	Y	
Lg HH/Primary Splice Box (> 30")	No	-232.78	4	-931.12	Y	
Concrete Pad for Pad Mount TX	No	-60.00	1	-60.00	Y	
Differential Cost	No	12,946.10	1	12,946.10	Y	

**Charges Due Before Work Starts:**

**Tax:**

31,288.30

0.00

**Subtotal:**

31,288.30

**Charges Due On Completion:**

**Tax:**

0.00

0.00

**Subtotal:**

0.00

**Total Charges:**

31,288.30

**Total Tax:**

0.00

**Total Including Tax:**

31,288.30

**Total Refundable:**

0.00

**Total Non-Refundable:**

31,288.30

**REQUISITION NO. 71**  
**(2016 Acquisition and Construction Account)**

**BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**(ST. JOHNS COUNTY, FLORIDA)**

**\$11,850,000**  
**Special Assessment Revenue Bonds, Series 2016**

The undersigned, a Responsible Officer of Bannan Lakes Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of January 1, 2016 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 71
- (B) Name of Payee: Urban Forestry Works  
180 State Road 40  
Barberville, FL 32105
- (C) Amount Payable: Total: \$36,690.00
- (D) Bannan Lakes CDD Invoice: 3261
- (E) Fund or Account from which disbursement to be made: 2016 Acquisition and Construction Account

The undersigned hereby certifies that:

1. this requisition is for Costs of the 2016 Project payable from the 2016 Acquisition and Construction Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account;


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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

Dated: April 7, 2017

**BANNON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Arthur E. Lancaster  
Chairperson, Board of Supervisors

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

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

ENGLAND, THIMS & MILLER, INC.

By: 

Title: District Engineer

Urban Forestry Works, Inc.  
P.O. Box 67  
Barberville, FL 32105  
Phone (386) 202-4798  
Fax (386) 202-4990

# Invoice

Date	Invoice #
3/20/2017	03261

<b>Bill To</b>
Eastland Development Group, Inc. RREF III-EP Bannan Lakes 700 Ponte Vedra Lakes Blvd. Ponte Vedra Beach, FL 32082

<b>Ship To</b>
Eastland Development Group, Inc. RREF III-EP Bannan Lakes 2200 International Golf Parkway St. Augustine, FL

P.O. Number	Terms	Rep	Ship Date	Customer Rep	Project
	Pay by Invoice	Bryce	3/20/2017	John	RREF III-EP Bannan Lakes ...

Item Code	Description	Quantity	Price Each	Amount
St. Aug Live Oak	Live Oak Installation for Bannan Lakes	43	800.00	34,400.00
Site Prep	Pruning of Blvd		1,000.00	1,000.00
Other Job Related ...	1 ton of fertilizer application (\$940) and labor (\$350)		1,290.00	1,290.00
	Sales Tax Combined 6.5%		6.50%	0.00
38 Amenities 5 Blvd. <u>43</u>				
<b>Total</b>				\$36,690.00

OK  
JTD

## ***TWELFTH ORDER OF BUSINESS***

A.

*Bannon Lakes*  
*Community Development District*  
*Unaudited Financial Statements*  
*as of*  
*February 28, 2017*

**Bannon Lakes**  
Community Development District  
**Combined Balance Sheet**  
February 28, 2017

	<u>General</u>	<u>Debt Service</u>	<u>Capital Project</u>	<u>Memorandum Only</u>
<u><b>Assets:</b></u>				
Cash	\$146,156	---	---	\$146,156
Investments:		---	---	
Reserve	---	\$385,750	---	\$385,750
Capitalized Interest	---	\$1,170,250	---	\$1,170,250
Construction	---	---	\$5,194,456	\$5,194,456
COI	---	---	\$7,000	\$7,000
Due From Developer	\$8,145	---	---	\$8,145
Prepaid Expenses	\$0	---	---	\$0
Accrued Interest Receivable	---	---	---	\$0
<b>Total Assets</b>	<u>\$154,301</u>	<u>\$1,556,000</u>	<u>\$5,201,456</u>	<u>\$6,911,757</u>
<u><b>Liabilities:</b></u>				
Accounts Payable	\$5,457	---	---	\$5,457
Retainage Payable	---	---	\$161,463	\$161,463
<u><b>Fund Balances:</b></u>				
Restricted for Debt Service	---	\$1,556,000	---	\$1,556,000
Restricted for Capital Projects	---	---	\$5,039,993	\$5,039,993
Nonspendable	\$0	---	---	\$0
Unassigned	\$148,844	---	---	\$148,844
<b>Total Liabilities &amp; Fund Equity</b>	<u>\$154,301</u>	<u>\$1,556,000</u>	<u>\$5,201,456</u>	<u>\$6,911,757</u>

**Bannon Lakes**  
**Community Development District**  
**GENERAL FUND**  
**Statement of Revenues & Expenditures**  
**For The Period Ending February 28, 2017**

<i>Adopted</i>	<i>Prorated</i>	<i>Actual</i>	
<i>Budget</i>	<i>Thru 2/28/17</i>	<i>Thru 2/28/17</i>	<i>Variance</i>

**REVENUES:**

Assessment - Direct	\$439,183	\$174,357	\$174,357	\$0
Developer Contributions	\$113,021	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$552,204</b>	<b>\$0</b>	<b>\$174,357</b>	<b>\$0</b>

**EXPENDITURES:**

**1/31/17**

Supervisors	\$4,000	\$4,000	\$0	\$4,000
FICA Expense	\$306	\$306	\$0	\$306
Engineering	\$4,000	\$667	\$2,818	(\$2,152)
Attorney Fees	\$20,000	\$3,333	\$1,659	\$1,674
Dissemination	\$3,500	\$1,458	\$1,458	(\$0)
Annual Audit	\$4,200	\$0	\$0	\$0
Arbitrage	\$600	\$0	\$0	\$0
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Trustee Fees	\$10,000	\$6,000	\$6,000	\$0
Management Fees	\$45,000	\$18,750	\$18,750	\$0
Information Technology	\$1,600	\$667	\$667	\$0
Telephone	\$200	\$83	\$53	\$30
Postage	\$500	\$208	\$102	\$106
Insurance	\$5,500	\$5,500	\$5,100	\$400
Printing and Binding	\$3,000	\$1,250	\$414	\$836
Legal Advertising	\$3,000	\$1,250	\$489	\$761
Other Current Charges	\$700	\$292	\$149	\$143
Office Supplies	\$400	\$167	\$37	\$130
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0

<b>Total Administrative</b>	<b>\$111,681</b>	<b>\$49,106</b>	<b>\$42,872</b>	<b>\$6,234</b>
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**Amenity Center**

Insurance	\$10,273	\$0	\$0	\$0
Utilities				
Telephone	\$3,000	\$1,250	\$0	\$1,250
Electric	\$32,500	\$13,542	\$0	\$13,542
Water/Irrigation	\$10,000	\$4,167	\$0	\$4,167
Cable	\$1,600	\$667	\$0	\$667
Gas	\$200	\$83	\$0	\$83
Refuse	\$3,000	\$1,250	\$0	\$1,250
Security				
Security Monitoring	\$600	\$250	\$0	\$250
Access Cards	\$500	\$208	\$0	\$208
Management Contracts				
Facility Management	\$42,000	\$17,500	\$0	\$17,500
Pool Attendants	\$24,000	\$10,000	\$0	\$10,000

***Bannon Lakes***  
**Community Development District**  
**GENERAL FUND**  
Statement of Revenues & Expenditures  
For The Period Ending February 28, 2017

	<i>Adopted</i>	<i>Prorated</i>	<i>Actual</i>	
	<i>Budget</i>	<i>Thru 2/28/17</i>	<i>Thru 2/28/17</i>	<i>Variance</i>
<i>Continued Management Contacts</i>				
Field Mgmt/ Admin	\$7,500	\$3,125	\$0	\$3,125
Pool Maintenance	\$8,000	\$3,333	\$0	\$3,333
Pool Chemicals	\$6,000	\$2,500	\$0	\$2,500
Janitorial	\$6,000	\$2,500	\$0	\$2,500
Facility Maintenance	\$7,500	\$3,125	\$0	\$3,125
Repairs & Maintenance	\$5,000	\$2,083	\$0	\$2,083
Maintenance Reserves	\$0	\$0	\$0	\$0
New Capital Projects	\$0	\$0	\$0	\$0
Special Events	\$3,000	\$1,250	\$0	\$1,250
Holiday Decorations	\$1,500	\$625	\$0	\$625
Fitness Center Repairs/Supplies	\$0	\$0	\$0	\$0
Office Supplies	\$250	\$104	\$0	\$104
ASCAP/BMI Licenses	\$500	\$208	\$0	\$208
<i>Amenity Center Expenditures</i>	<b>\$172,923</b>	<b>\$67,771</b>	<b>\$0</b>	<b>\$67,771</b>
<i>Ground Maintenance Expenditures</i>				
Hydrology Quality/Mitigation	\$3,600	\$1,500	\$0	\$1,500
Landscape Maintenance	\$200,000	\$83,333	\$0	\$83,333
Landscape Contingency	\$20,000	\$8,333	\$0	\$8,333
Lake Maintenance	\$12,000	\$5,000	\$0	\$5,000
Ground Maintenance	\$12,000	\$5,000	\$0	\$5,000
Pump Repairs	\$2,500	\$1,042	\$0	\$1,042
Streetlight Repairs	\$5,000	\$2,083	\$0	\$2,083
Irrigation Repairs	\$7,500	\$3,125	\$0	\$3,125
Miscellaneous	\$5,000	\$2,083	\$0	\$2,083
<i>Total Ground Maintenance Expenditures</i>	<b>\$267,600</b>	<b>\$111,500</b>	<b>\$0</b>	<b>\$111,500</b>
<b>TOTAL EXPENSES</b>	<b>\$552,204</b>	<b>\$49,106</b>	<b>\$42,872</b>	<b>\$6,234</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$131,485</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$17,359</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$148,844</b>	

**Bannon Lakes**  
**Community Development District**  
*General Fund*  
*Month By Month Income Statement*  
*Fiscal Year 2017*

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Revenues</b>													
Assessments - Direct	\$0	\$109,796	\$27,833	\$36,728	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$174,357
Developer Contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$0</b>	<b>\$109,796</b>	<b>\$27,833</b>	<b>\$36,728</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$174,357</b>
<b>Expenditures</b>													
<b>Administrative</b>													
Supervisors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$1,138	\$270	\$654	\$757	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,818
Attorney Fees	\$844	\$560	\$256	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,659
Dissemination	\$292	\$292	\$292	\$292	\$292	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,458
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Trustee Fees	\$0	\$0	\$0	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000
Management Fees	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,750
Computer Time	\$133	\$183	\$83	\$133	\$133	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$667
Telephone	\$9	\$22	\$16	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53
Postage	\$94	\$4	\$1	\$1	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102
Insurance	\$5,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,100
Printing and Binding	\$158	\$103	\$56	\$7	\$90	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$414
Legal Advertising	\$166	\$80	\$81	\$81	\$81	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$489
Other Current Charges	\$22	\$21	\$35	\$33	\$38	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$149
Office Supplies	\$21	\$0	\$0	\$0	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37
Dues, Licenses & Subscriptions	\$0	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative</b>	<b>\$16,725</b>	<b>\$5,460</b>	<b>\$5,225</b>	<b>\$11,061</b>	<b>\$4,402</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$42,872</b>
<b>Amenity Center</b>													
Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water/Irrigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Refuse	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security Monitoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Access Cards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Attendants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Mgmt/ Admin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Chemicals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Janitorial	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Events	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

*Bannon Lakes*  
*Community Development District*  
*General Fund*  
*Month By Month Income Statement*  
*Fiscal Year 2017*

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Amenity Center Continued</u>													
Holiday Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fitness Center Repairs/Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASCAP/BMI Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Amenity Center</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Ground Maintenance Expenditures

Hydrology Quality/Mitigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ground Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pump Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Streetlight Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Ground Maintenance Expenditures</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses

	\$16,725	\$5,460	\$5,225	\$11,061	\$4,402	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,872
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Excess Revenues (Expenditures)

	(\$16,725)	\$104,336	\$22,609	\$25,667	(\$4,402)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$131,485
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*Bannon Lakes Community Development District  
Funding Requests*

<i>Funding Request #</i>	<i>Date of Request</i>	<i>Check Date Received Developer</i>	<i>Check Amount Developer</i>	<i>Requested Funding Amount FY 2016</i>	<i>Balance Due From Developer</i>
1	10/1/15	1/6/16	\$10,079.70	\$10,079.70	\$0.00
2	11/23/15	3/9/16	\$6,644.88	\$6,644.88	\$0.00
3	12/16/15	3/9/16	\$6,153.02	\$6,153.02	\$0.00
4	1/20/16	3/9/16	\$6,533.62	\$6,533.62	\$0.00
5	2/17/16	3/17/16	\$7,782.75	\$7,782.75	\$0.00
6	3/1/16	4/27/16	\$4,551.97	\$4,551.97	\$0.00
7	4/20/16	6/1/16	\$7,660.15	\$7,660.15	\$0.00
8	5/18/16	7/8/16	\$6,365.67	\$6,365.67	\$0.00
9	6/15/16	7/22/16	\$4,287.19	\$4,287.19	\$0.00
10	7/20/16	8/19/16	\$7,594.98	\$7,594.98	\$0.00
11	8/24/16	11/1/16	\$7,766.89	\$7,766.89	\$0.00
12	9/14/16	11/1/16	\$7,602.29	\$7,602.29	\$0.00
13	9/30/16	12/8/16	\$8,350.36	\$16,495.36	\$8,145.00
14	11/16/16	1/30/17	\$2,303.24	\$2,303.24	\$0.00
TOTAL			\$93,676.71	\$101,821.71	\$8,145.00

***Bannon Lakes***  
**Community Development District**  
**DEBT SERVICE FUND**  
*Statement of Revenues & Expenditures*  
*For The Period Ending February 28, 2017*

<i>Proposed Budget</i>	<i>Prorated Thru 2/28/17</i>	<i>Actual Thru 2/28/17</i>	<i>Variance</i>
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**REVENUES:**

<i>Interest Income</i>	\$0	\$0	\$0	\$0
<i>Special Assessments</i>	\$0	\$0	\$0	\$0
<i>Bond Proceeds</i>	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	\$0	\$0	\$0	\$0

**EXPENDITURES:**

**Series 2016**

<i>Interest Expense - 11/01</i>	\$292,563	\$292,563	\$292,563	\$0
<i>Interest Expense - 05/01</i>	\$292,563	\$0	\$0	\$0
<i>Principal Expense - 05/01</i>	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$585,126	\$292,563	\$292,563	\$0

**OTHER SOURCES/(USES)**

<i>Interfund Transfer In/(Out)</i>	\$0	\$0	\$0	\$0
<i>Bond Proceeds</i>	\$0	\$0	\$0	\$0
<b>TOTAL OTHER SOURCES AND USES</b>	\$0	\$0	\$0	\$0

<b>EXCESS REVENUES (EXPENDITURES)</b>	(\$585,126)	(\$292,563)		
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<b>FUND BALANCE - Beginning</b>	\$0	\$1,848,562		
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<b>FUND BALANCE - Ending</b>	(\$585,126)	\$1,556,000		
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***Bannon Lakes***  
**Community Development District**  
***CAPITAL PROJECTS FUND***  
*Statement of Revenues & Expenditures*  
*For The Period Ending Feburary 28, 2017*

	Series 2016
<b><u>REVENUES:</u></b>	
<i>Interest Income</i>	\$0
<b><i>TOTAL REVENUES</i></b>	\$0
<b><u>EXPENDITURES:</u></b>	
<i>Capital Outlay</i>	\$971,392
<i>Cost of Issuance</i>	\$0
<b><i>TOTAL EXPENDITURES</i></b>	\$971,392
<b><u>OTHER SOURCES/(USES)</u></b>	
<i>Bond Proceeds</i>	\$0
<i>Interfund Transfer In (Out)</i>	\$0
<b><i>TOTAL OTHER SOURCES/(USES)</i></b>	\$0
<b><i>EXCESS REVENUES (EXPENDITURES)</i></b>	(\$971,392)
<b><i>FUND BALANCE - Beginning</i></b>	\$6,011,386
<b><i>FUND BALANCE - Ending</i></b>	\$5,039,993

***Bannon Lakes***  
***Community Development District***  
***Long Term Debt Report***

Series 2016 Special Assessment Bonds	
Interest Rate:	4.5% -5.0%
Maturity Date:	11/1/48
Reserve Fund Definition:	50% of Max Annual Debt Service
Reserve Fund Requirement:	\$385,750.00
Reserve Balance:	\$385,750.00
Bonds outstanding - 1/31/2016	\$11,850,000
Less: May 1, 2016	\$0
Current Bonds Outstanding	\$11,850,000

*B.*

*Bannon Lakes Community Development District*  
*475 West Town Place, Suite 114*  
*St. Augustine, FL 32092*  
*FY17 Assessment Receipts*

ASSESSED TO	# Units	SERIES 2016 DEBT SERVICE ASMNT	FY 17 O&M ASMNT	TOTAL ASMTS
RREF III-P-EP ARAGON INVESTMENTS LLC (ACRES)	65.78	-	29,657.42	29,657.42
RREF III-P-EP CYPRESS PARK FARMS LLC (ACRES)	68.86	-	31,046.07	31,046.07
<b>SUBTOTAL ADMIN O&amp;M</b>	<b>134.64</b>	<b>-</b>	<b>60,703.49</b>	<b>60,703.49</b>
RREF III-P-EP BANNON LAKES JV LLC	61	-	50,630.00	50,630.00
AVH NORTH FLORIDA, LLC	51	-	42,330.00	42,330.00
KB HOME JACKSONVILLE, LLC	177	-	146,910.00	146,910.00
PULTE HOME CORPORATION	167	-	138,610.00	138,610.00
<b>SUBTOTAL SERIES 2016 LOTS</b>	<b>456</b>	<b>-</b>	<b>378,480.00</b>	<b>378,480.00</b>
<b>TAX ROLL ASSESSED</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL ASSESSED</b>	<b>591</b>	<b>-</b>	<b>439,183.49</b>	<b>439,183.49</b>

DUE / RECEIVED	BALANCE DUE	SERIES 2016 DEBT SERVICE RECEIVED	FY 17 O&M RECEIVED	TOTAL RECEIVED
RREF III-P-EP ARAGON INVESTMENTS LLC (ACRES)	14,828.70	-	14,828.72	14,828.72
RREF III-P-EP CYPRESS PARK FARMS LLC (ACRES)	15,523.03	-	15,523.04	15,523.04
<b>SUBTOTAL ADMIN O&amp;M</b>	<b>30,351.73</b>	<b>-</b>	<b>30,351.76</b>	<b>30,351.76</b>
RREF III-P-EP BANNON LAKES JV LLC	25,315.20	-	25,314.80	25,314.80
AVH NORTH FLORIDA, LLC	31,747.50	-	10,582.50	10,582.50
KB HOME JACKSONVILLE, LLC	73,455.00	-	73,455.00	73,455.00
PULTE HOME CORPORATION	103,957.50	-	34,652.50	34,652.50
<b>SUBTOTAL SERIES 2016 LOTS</b>	<b>234,475.20</b>	<b>-</b>	<b>144,004.80</b>	<b>144,004.80</b>
<b>TAX ROLL RECEIPTS</b>				
<b>TOTAL RECEIPTS / DUE</b>	<b>264,826.93</b>	<b>-</b>	<b>174,356.56</b>	<b>174,356.56</b>

NO LOTS PLATTED IN TIME TO BE PLACED ON 2016 PROPERTY TAX BILLS. ASSESSMENTS INVOICED DIRECTLY  
WITH PAYMENTS DUE IN INSTALLMENTS OF 25% DUE 10/15/16, 1/1/17, 4/1/17, 7/1/17

THERE IS AN ADDITIONAL \$133,020.51 DUE FOR DEVELOPER CONTRIBUTION

SERIES 2016 BONDS ISSUED ON 456 UNITS. UNDER CAPITALIZED INTEREST UNTIL 11/1/19 A ASMTS START FY19

PERCENT COLLECTED	0%	39.70%	39.70%
-------------------	----	--------	--------

C.

*Bannon Lakes  
Community Development District*

*Check Run Summary*

*April 10, 2017*

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<i>General Fund</i>		
<i>2/7/17</i>	<i>84-86</i>	<i>\$ 7,213.73</i>
<i>2/21/17</i>	<i>87</i>	<i>\$ 5,000.00</i>
<i>3/8/17</i>	<i>88-92</i>	<i>\$ 9,634.68</i>
<i>3/20/17</i>	<i>93-94</i>	<i>\$ 131.13</i>
<i>Total General Fund</i>		<i>\$ 21,979.54</i>

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
2/07/17	00009	1/25/17	25220007	201701	310-51300-32300		THE BANK OF NEW YORK MELLON	*	6,000.00	6,000.00 000084
			FY17 TRUSTEE FEES							
2/07/17	00007	1/10/17	183121	201612	310-51300-31100		DEC PROFESSIONAL SERVICES	*	654.15	654.15 000085
							ENGLAND THIMS & MILLER INC			
2/07/17	00005	12/31/16	91630	201611	310-51300-31500		NOV GENERAL COUNSEL	*	559.58	559.58 000086
							HOPPING GREEN & SAMS			
2/21/17	00003	9/15/16	14	201610	310-51300-31400		FY17 ADMIN ASSESSMT ROLL	*	5,000.00	5,000.00 000087
							GOVERNMENTAL MANAGEMENT SRVCS LLC			
3/08/17	00007	2/08/17	183443	201701	310-51300-31100		JAN PROFESSIONAL SERVICES	*	756.80	756.80 000088
							ENGLAND THIMS & MILLER INC			
3/08/17	00003	2/01/17	19	201702	310-51300-34000		FEB MANAGEMENT FEES	*	3,750.00	3,750.00
2/01/17	19	201702	310-51300-35100				FEB INFORMATION TECH	*	133.33	133.33
2/01/17	19	201702	310-51300-31600				FEB DISSEMINATION FEES	*	291.67	291.67
2/01/17	19	201702	310-51300-51000				OFFICE SUPPLIES	*	15.21	15.21
2/01/17	19	201702	310-51300-42000				POSTAGE	*	2.33	2.33
2/01/17	19	201702	310-51300-42500				COPIES	*	90.30	90.30
							GOVERNMENTAL MANAGEMENT SRVCS LLC			
3/08/17	00003	3/01/17	20	201703	310-51300-34000		MARCH MANAGEMENT FEES	*	3,750.00	3,750.00
3/01/17	20	201703	310-51300-35100				MARCH INFORMATION TECH	*	133.33	133.33
3/01/17	20	201703	310-51300-31600				MARCH DISSEMINATION FEES	*	291.67	291.67
3/01/17	20	201703	310-51300-51000				OFFICE SUPPLIES	*	21.40	21.40
3/01/17	20	201703	310-51300-42000				POSTAGE	*	4.12	4.12
3/01/17	20	201703	310-51300-42500				COPIES	*	51.60	51.60
							GOVERNMENTAL MANAGEMENT SRVCS LLC			
									4,282.84	000089

BANL -BANNON LAKES-- BSANCHEZ





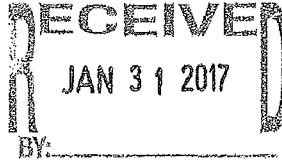
BNY MELLON

The Bank of New York Mellon  
Trust Company, N.A.

000059 XBFRSDD1

BANNON LAKES CDD  
ATTN: JIM OLIVER  
475 WEST TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE  
ST. AUGUSTINE, FL 32092

## INVOICE



DOR 21



Invoice Number: 252-2000784  
Account Number: BANNON2016  
Invoice Date: 25-Jan-17  
Cycle Date: 25-Jan-17  
Administrator: Thomas Radicioni  
Phone Number: (904) 645-1985  
Currency: USD

BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES  
2015

	<u>Quantity</u>	<u>Rate</u>	<u>Proration</u>	<u>Subtotal</u>	<u>Total</u>
<b>Flat</b>					
<b>Administration Fee</b>					4,000.00
For the period: January 25, 2017 to January 24, 2018					
<b>Construction Fund Administration Fee</b>					2,000.00
For the period: January 25, 2017 to January 24, 2018					

Invoice Total: 6,000.00  
Satisfied To Date: 0.00  
Balance Due: 6,000.00

Terms: Payable upon receipt. Please reference the invoice and account number with your remittance.  
Our Tax ID Number is 95-3571558. Please fax Taxpayer Certification requests to (732) 667-9576.  
The Bank of New York Mellon Trust Company, N.A is located at 400 South Hope Street - Suite 400,  
Los Angeles, CA 90071

Check Payment Instructions:  
The Bank of New York Mellon  
Corporate Trust Department  
P.O. Box 392013  
Pittsburgh, PA 15251-9013  
Please enclose billing stub.

Wire and ACH Payment Instructions:  
The Bank of New York Mellon  
ABA Number 021000018  
Account Number 8901245259

Please reference Invoice Number: 252-2000784

# Hopping Green & Sams

Attorneys and Counselors

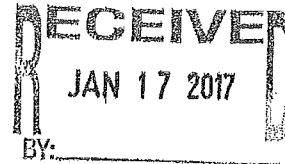
119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

===== STATEMENT =====

December 31, 2016

Bannon Lakes Community Development District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 91630  
Billed through 11/30/2016



General Counsel  
BLCDD 00001 WSH

## FOR PROFESSIONAL SERVICES RENDERED

11/09/16	WSH	Review and revise October meeting minutes; review agenda for November meeting.	0.40 hrs
11/16/16	WSH	Prepare for, travel to and participate in board meeting; return travel.	1.40 hrs
Total fees for this matter			\$495.00

## DISBURSEMENTS

Travel	Nov 1-31-513-315 5	43.03
Travel - Meals		2.65
Total disbursements for this matter		\$45.68

## MATTER SUMMARY

Haber, Wesley S.	1.80 hrs	275 /hr	\$495.00
TOTAL FEES			\$495.00
TOTAL DISBURSEMENTS			\$45.68
INTEREST CHARGE ON PAST DUE BALANCE			\$18.90
TOTAL CHARGES FOR THIS MATTER			\$559.58

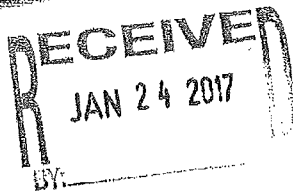
## BILLING SUMMARY

Haber, Wesley S.	1.80 hrs	275 /hr	\$495.00
TOTAL FEES			\$495.00
TOTAL DISBURSEMENTS			\$45.68
INTEREST CHARGE ON PAST DUE BALANCE			\$18.90
TOTAL CHARGES FOR THIS BILL			\$559.58

Please include the bill number on your check.



Bannon Lakes, CDD  
c/o Governmental Management Services  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092



January 10, 2017  
Project No: 13061.12000  
Invoice No: 0183121

Project 13061.12000 Bannon Lakes CDD  
Professional Services rendered through December 31, 2016  
**Professional Personnel**

	Hours	Rate	Amount
Senior Engineer	3.50	180.00	630.00
Totals	3.50		630.00
<b>Total Labor</b>			<b>630.00</b>

**Expenses**

Reproductions		21.00	
<b>Total Expenses</b>	<b>1.15 times</b>	<b>21.00</b>	<b>24.15</b>

	Current	Prior	To-Date
Labor	630.00	16,013.75	16,643.75
Contract Limit			25,000.00
Remaining			8,356.25
Expenses	24.15	853.51	877.66
Contract Limit			2,500.00
Remaining			1,622.34

**Invoice Total this Period \$654.15**

**Outstanding Invoices**

Number	Date	Balance
0182266	8/31/2016	1,097.80
0182549	9/30/2016	638.19
0182789	10/31/2016	1,137.50
0182922	11/30/2016	270.00
<b>Total</b>		<b>3,143.49</b>

**Total Now Due \$3,797.64**

Dec  
1-31-613-311  
7

**England-Thims & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-442-8890 • Fax 904-616-9483  
CA 00022581 LO-0000016

Governmental Management Services, LLC

1001 Bradford Way  
Kingston, TN 37763

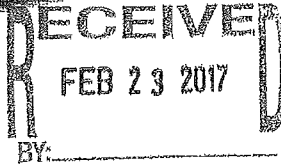
# Invoice

Date	Invoice #
9/15/16	14

Bill To
Bannon Lakes CDD 475 West Town Place Suite 114 St. Augustine, FL

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Assessment Roll Administration FY 2017		5,000.00	5,000.00
Oct 1-310-513-314 3			
Total			\$5,000.00
Payments/Credits			\$0.00
Balance Due			\$5,000.00



Bannon Lakes, CDD  
c/o Governmental Management Services  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

February 08, 2017  
Project No: 13061.12000  
Invoice No: 0183443

Project 13061.12000 Bannon Lakes CDD  
Professional Services rendered through January 31, 2017  
Professional Personnel

Jan  
1.315.513.311  
7

	Hours	Rate	Amount
Senior Engineer	4.00	180.00	720.00
Totals	4.00		720.00
<b>Total Labor</b>			<b>720.00</b>

#### Expenses

Reproductions		32.00
<b>Total Expenses</b>	<b>1.15 times</b>	<b>32.00</b>

	Current	Prior	To-Date
Labor	720.00	16,643.75	17,363.75
Contract Limit			25,000.00
Remaining			7,636.25
Expenses	36.80	877.66	914.46
Contract Limit			2,500.00
Remaining			1,585.54

**Invoice Total this Period \$756.80**

#### Outstanding Invoices

Number	Date	Balance
0183121	12/31/2016	654.15
<b>Total</b>		<b>654.15</b>

**Total Now Due \$1,410.95**

**England-Thimig & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32226 • Tel 904-642-8660 • Fax 904-640-6485  
CA 0050264 LC-0000016

Governmental Management Services, LLC

1001 Bradford Way  
Kingston, TN 37763

# Invoice

Date	Invoice #
2/1/17	19

Bill To
Bannon Lakes CDD 475 West Town Place Suite 114 St. Augustine, FL

MAR 03 2017

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Management Fees February 2017 1-310-513-34		3,750.00	3,750.00
Information Technology - February 2017 1-310-513-351		133.33	133.33
Dissemination Agent Services - February 2017 1-31-513-316		291.67	291.67
Office Supplies 1-310-513-51		15.21	15.21
Postage 1-310-513-42		2.33	2.33
Copies 1-310-513-425		90.30	90.30

Total		\$4,282.84
Payments/Credits		\$0.00
Balance Due		\$4,282.84

Governmental Management Services, LLC

1001 Bradford Way  
Kingston, TN 37763

# Invoice

Date	Invoice #
3/1/17	20

<b>Bill To</b>
Bannon Lakes CDD 475 West Town Place Suite 114 St. Augustine, FL

MAR 03 2017

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Management Fees March 2017 1-310-513-34		3,750.00	3,750.00
Information Technology - March 2017 1-310-513-351		133.33	133.33
Dissemination Agent Services - March 2017 1-31-513-316		291.67	291.67
Office Supplies 1-310-513-51		21.40	21.40
Postage 1-310-513-42		4.12	4.12
Copies 1-310-513-425		51.60	51.60
Telephone 1-310-513-41		6.27	6.27

		<b>Total</b>	\$4,258.39
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$4,258.39

# Hopping Green & Sams

Attorneys and Counselors

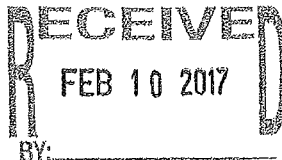
119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

## STATEMENT

January 31, 2017

Bannon Lakes Community Development District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 92106  
Billed through 12/31/2016



General Counsel

BLCDD 00001 WSH

### FOR PROFESSIONAL SERVICES RENDERED

12/07/16	WSH	Review and revise meeting minutes; confer with Stephens regarding same.	0.30 hrs
12/13/16	WSH	Review correspondence and confer with Oliver regarding December meeting; respond to auditor inquiry.	0.50 hrs
Total fees for this matter			\$220.00

1-31-513-315

### MATTER SUMMARY

Haber, Wesley S.	0.80 hrs	275 /hr	\$220.00
TOTAL FEES			\$220.00
INTEREST CHARGE ON PAST DUE BALANCE			\$35.52
TOTAL CHARGES FOR THIS MATTER			\$255.52

### BILLING SUMMARY

Haber, Wesley S.	0.80 hrs	275 /hr	\$220.00
TOTAL FEES			\$220.00
INTEREST CHARGE ON PAST DUE BALANCE			\$35.52
TOTAL CHARGES FOR THIS BILL			\$255.52

Please include the bill number on your check.

# Hopping Green & Sams

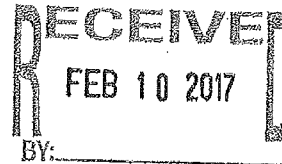
Attorneys and Counselors

119 S. Monroe Street  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

===== STATEMENT =====

February 06, 2017

Bannon Lakes Community Development District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092



**General Counsel**

**00001 BLCDD WSH**

Our records indicate that the following bills are outstanding:

DATE	BILL NO.	AMOUNT BILLED	AMOUNT DUE
12/31/2016	91630	\$559.58	\$559.58

=====

<b>TOTAL BALANCE DUE:</b>	<b>\$559.58</b>
---------------------------	-----------------

0 - 30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	Over 121 Days
\$0.00	\$559.58	\$0.00	\$0.00	\$0.00



MORRIS PUBLISHING GROUP  
ATTN: CREDIT SALES  
PO BOX 936  
AUGUSTA GA 30901

# INVOICE

Page 1 of 1

INVOICE NUMBER 1000698857170131  
ADVERTISER/CLIENT NAME BANNON LAKES CDD - GMS  
BILLED ACCOUNT NUMBER 1000698857  
ADVERTISER/CLIENT NUMBER 1000698857  
BILLING PERIOD 01/01/2017 - 01/31/2017  
TERMS OF PAYMENT NET DUE IN 30 DAYS

Please review your invoice and notify the credit department promptly if you have any disputes or reasons that would delay payment. All invoice charges are considered valid and due in full unless notified within 30 days of the invoice date. A fee of \$20.00 will be charged on all NSF checks.  
Billing Inquiries: (866) 875-7917

1860 1 AB 0.403 E0226X 10259 D2203309649 S2 P3930409 0001:0001



BANNON LAKES CDD-GMS  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092-3649

RECORD

CURRENT NET DUE		30 DAYS	60 DAYS	90 DAYS	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
81.13		0.00	0.00	84.19	0.00	165.32
DATE	ORDER #	DESCRIPTION / COMMENTS / CHARGES		SAU Size BILLED UNITS	Time Run Rate	NET AMOUNT
12/31/2016		Previous Balance				326.33
01/05/2017		Payment 000000068				-79.70
01/05/2017		Payment 000000066				-81.31
01/26/2017		Payment 000000080				-81.13
01/10/2017	C17089894	1/18 REG MTG Classified Line Ads 01/10/2017		1.000COx4.510IN 4.510CIN		81.13
CURRENT NET DUE		30 DAYS	60 DAYS	90 DAYS	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
81.13		0.00	0.00	84.19	0.00	165.32

RECEIVED  
FEB 08 2017  
BY: \_\_\_\_\_

TO VIEW AND PAY ONLINE GO TO: <http://morrispublishinggrp.billtrust.com> USE THIS ENROLLMENT CODE: VRL PMB HKZ

MORRIS PUBLISHING GROUP  
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PO BOX 936  
AUGUSTA GA 30901

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR PAYMENT

IF PAYING BY CREDIT CARD, PLEASE COMPLETE THIS SECTION

SELECT ONE: ☐ Visa® ☐ MasterCard® ☐ Discover® ☐ Amex®

CARD NUMBER \_\_\_\_\_

CARD HOLDER NAME (Please Print) \_\_\_\_\_ EXP. DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

BILLING PERIOD	BILLING DATE	INVOICE NUMBER
01/01/2017 - 01/31/2017	01/31/2017	1000698857170131
BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	
1000698857	1000698857	
TOTAL AMOUNT DUE	REMITTANCE AMOUNT	
165.32		

BILL TO:

BANNON LAKES CDD-GMS  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092-3649

REMITTANCE ADDRESS

MORRIS PUBLISHING GROUP  
PO BOX 1486  
AUGUSTA, GA 30903-1486

0310006988571701318 00016532 00008113 00000000 00000000 000084191

Tue, Jan 10, 2017  
08:39:37

Receipt No:

# Classified Ad Invoice

## The St. Augustine Record

Acct: 1000698857  
Phone: 9049405850  
E-Mail:  
Client:

Name: BANNON LAKES CDD - GMS  
Address: 475 W TOWN PLACE, STE 114  
City: SAINT AUGUSTINE  
State: FL Zip: 32092  
Caller: 1/18 REG MTG

Ad Name: 17089894A  
Ad Id: 17089894  
Reply Request  
Standby Type:

Start: 01/10/2017  
Class: 7524  
Copy Line: 1/18 REG MTG  
Editions: INS/RE/  
Issues: 1  
Rate: L01  
Rep: SAR BARBARA KELLY  
G. D. #  
Stop: 01/10/2017  
Paytype: BL  
Colors:  
Tearsheets:

Earliest Production Deadline: 00/00/00

Lines.....	63.00
Depth.....	4.51
Columns...	1
Price:	81.13
Other Charges:	0.00
Discounts:	0.00
Total	81.13

1-31-513-48

RECEIVED  
JAN 12 2017  
BY: \_\_\_\_\_

### NOTICE OF MEETING BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bannan Lakes Community Development District will be held on Wednesday, January 18, 2017 at 12:00 p.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver  
District Manager  
17089894A January 10, 2017

Ad shown is not actual print size

Thank you and have a nice day!

# THE ST. AUGUSTINE RECORD

BANNON LAKES CDD - GMS  
475 W TOWN PLACE STE 114  
SAINT AUGUSTINE FL 32092

Ref.#: 17089894A  
P.O.#:

PUBLISHED EVERY MORNING SUNDAY THRU SATURDAY  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,  
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **JAMIE WILLIAMS**  
who on oath says that he/she is an Employee of the St. Augustine Record,  
a daily newspaper published at St. Augustine in St. Johns County, Florida;  
that the attached copy of advertisement being a **NOTICE OF MEETING**  
In the matter of **1/18 REG MTG - 1/18 REG MTG**  
was published in said newspaper on **01/10/2017**

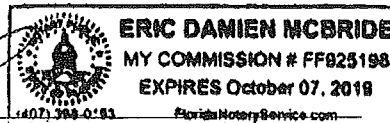
Affiant further says that the St. Augustine Record is a newspaper published  
at St. Augustine, in said St. Johns County, Florida, and that the said newspaper  
heretofore has been continuously published in said St. Johns County, Florida,  
each day and has been entered as second class mail matter at the post office in the  
City of St. Augustine, in said St. Johns County, for a period of one year preceding  
the first publication of the copy of advertisement; and affiant further says that  
he/she has neither paid nor promised any person, firm or corporation any discount,  
rebate, commission or refund for the purpose of securing the advertisement for  
publication in the said newspaper.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

by Jamie Williams who is personally known to me  
or who has produced as identification

[Signature]

(Signature of Notary Public)



(Seal)

COPY

## NOTICE OF MEETING BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

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James Oliver  
District Manager  
17089894A January 10, 2017



/ 29

1309326631738140005000000

**FINAL NOTICE - March 14, 2017**  
**Before Power is Turned Off**

1309 4

AUTO \*\*RO 9224

111014

BANNON LAKES CDD  
475 W TOWN PL STE 114  
ST AUGUSTINE FL 32092-3649

PLEASE FILL IN TOTAL AMOUNT PAID

\$

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001

Account Number	Must Be Paid By	Total Amount Past Due
32663-17381	MAR 27, 2017	\$50.00

Enclose this coupon when mailing payment or bring entire bill when paying in person.

Account Number	Must Be Paid By	Total Amount Past Due
32663-17381	MAR 27, 2017	\$50.00

**FINAL NOTICE** for electric use at 35 BANNON LAKES BLVD # ENTRANCE. According to our records, your account is past due. This notice does not show payments, payment arrangements or assist agency commitments made since the issuance of this notice March 14, 2017.**To Avoid Power Turn Off and Extra Fees, please do the following:**

Must Be Paid By	Amount	Note
March 27	\$50.00	Security Deposit
	\$50.00	Total Amount Past Due

Accounts disconnected for non-payment will be reconnected within 24 hours of payment posting and will incur a \$13.00 reconnect fee.

**Ways to Pay - Learn more at [www.FPL.com/authorized](http://www.FPL.com/authorized)**

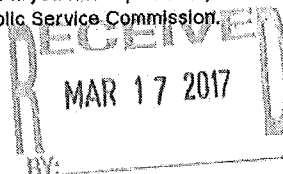
- **Checking account:** you can pay online at [www.FPL.com/payment](http://www.FPL.com/payment) or by phone at 1-800-375-2434. If paying by mail, remember to allow time for delivery to FPL by above date(s).
- **Cash:** call 1-800-375-2434 to locate the authorized pay agent nearest you. A fee may apply.
- **Credit/debit card:** call Western Union Speedpay at 1-800-979-3987. A fee will apply.

**Important:** Some business offer to send your payment to FPL on your behalf for a fee without being authorized by FPL. Use of these unauthorized payment options may result in a delay of up to 7 business days to post to your FPL account and potential additional collection action.**Other Information**

- Final notice balances paid with a returned check will result in power turn off without further notice.
- **Late payments will incur a late payment charge, the greater of \$5 or 1.5% of the past due balance.**  
Your account may also be billed a deposit adjustment.

FPL has the right to safe access to its facilities located in your property. Failure or neglect to provide safe access may result in FPL refusing or discontinuing service. Ref: Section 25-6105(f) of the Florida Administrative Code.

FPL is committed to the fair treatment of all customers. If you have questions, call FPL at the number below. If we can't solve your question, you may call the Florida Public Service Commission.

**USEFUL TELEPHONE NUMBERS**

Customer Service: 1-800-375-2434

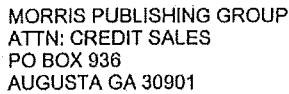
Outside Florida: 1-800-226-3545

Hearing/Speech Impaired: 711 (Relay Service)

The Florida Public Service Commission: 1-800-342-3552



378 .201703



Page 1 of 1

Please review your invoice and notify the credit department promptly if you have any disputes or reasons that would delay payment. All invoice charges are considered valid and due in full unless notified within 30 days of the invoice date. A fee of \$20.00 will be charged on all NSF checks.

**Billing Inquiries: (866) 875-7947**

**Billing Inquiries: (866) 875-7917**

3259 1 AB 0.403 E0285X I0318 D2281766057 S2 P4026525 0001:0001



BANNON LAKES CDD-GMS  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092-3649

RECORD

**TO VIEW AND PAY ONLINE GO TO:** <http://morrispublishinggrp.billtrust.com> **USE THIS ENROLLMENT CODE:** **VRL PMB HKZ**

MORRIS PUBLISHING GROUP  
ATTN: CREDIT SALES  
PO BOX 936  
AUGUSTA GA 30901

▲ PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR PAYMENT ▲

<b>BILLING PERIOD</b>	<b>BILLING DATE</b>	<b>INVOICE NUMBER</b>
02/01/2017 - 02/28/2017	02/28/2017	1000698857170228
<b>BILLED ACCOUNT NUMBER</b>	<b>ADVERTISER/CLIENT NUMBER</b>	
1000698857	1000698857	
<b>TOTAL AMOUNT DUE</b>	<b>REMITTANCE AMOUNT</b>	
162.26		

**IF PAYING BY CREDIT CARD, PLEASE COMPLETE THIS SECTION**

SELECT ONE: ☐ Visa® ☐ MasterCard® ☐ Discover® ☐ Amex®

CARD NUMBER

CARD HOLDER NAME (Please Print)

EXP. DATE

SIGNATURE

**BILL TO:**

BANNON LAKES CDD-GMS  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092-3649

## REMITTANCE ADDRESS

MORRIS PUBLISHING GROUP  
PO BOX 1486  
AUGUSTA, GA 30903-1486

0310006988571702284 00016226 00008113 00008113 00000000 000000005

Tue, Feb 07, 2017  
08:30:45

Receipt No:

# Classified Ad Invoice

## The St. Augustine Record

Acct: 1000698857  
Phone: 9049405850  
E-Mail:  
Client:

Name: BANNON LAKES CDD - GMS  
Address: 475 W TOWN PLACE, STE 114  
City: SAINT AUGUSTINE  
State: FL Zip: 32092  
Caller: 2/15 BOARD MTG

Ad Name: 17128087A  
Ad Id: 17128087  
Reply Request  
Standby Type:

Start: 02/07/2017  
Class: 7524  
Copy Line: 1/18 REG MTG  
Editions: INS/RE/

Issues: 1  
Rate: L01  
Rep: SAR BARBARA KELLY  
G. D. #

Stop: 02/07/2017  
Paytype: BL  
Colors:  
Tearsheets:

Earliest Production Deadline: 00/00/00

Lines.....	63.00
Depth.....	4.51
Columns...	1
Price:	81.13
Other Charges:	0.00
Discounts:	0.00
Total	81.13

1-31-513-46

RECEIVED  
FEB 10 2017  
BY: \_\_\_\_\_

#### NOTICE OF MEETING BANNON LAKES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bannan Lakes Community Development District will be held on Wednesday, February 15th, 2017 at 12:00 p.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record of the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting, because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver  
District Manager  
17128087A February 7, 2017

Ad shown is not actual print size

Thank you and have a nice day!

# THE ST. AUGUSTINE RECORD

BANNON LAKES CDD - GMS  
475 W TOWN PLACE STE 114  
SAINT AUGUSTINE FL 32092

Ref.#: 17128087A  
P.O.#:

PUBLISHED EVERY MORNING SUNDAY THRU SATURDAY  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,  
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **JAMIE WILLIAMS**

who on oath says that he/she is an Employee of the St. Augustine Record,

a daily newspaper published at St. Augustine in St. Johns County, Florida:

that the attached copy of advertisement being a **NOTICE OF MEETING**

In the matter of **1/18 REG MTG - 2/15 BOARD MTG**

was published in said newspaper on **02/07/2017**

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this \_\_\_\_\_ day of **FEB 07 2017**

by *Jamie Williams* who is personally known to me  
or who has produced as identification

*Barbara S. Kelley*  
(Signature of Notary Public) (Seal)

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James Oliver  
District Manager  
17128087A February 7, 2017

