



Rizzetta & Company

Greater Lakes/Sawgrass Bay Community Development District

Board of Supervisors' Special Meeting January 6, 2021

**District Office:
8529 South Park Circle, Suite 330
Orlando, Florida 32819
407.472.2471**

www.glsbcdd.org

GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, FL 32819

Board of Supervisors	James Walker Ismael Garcia Nicholas Devore James Klinck	Chair Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Bryan Radcliff	Rizzetta & Company, Inc.
District Counsel	David Lenox	Greenspoon Marder Law
District Engineer	Rey Malave	Dewberry Engineering

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop 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 the appeal is to be based.

**GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT
OFFICE 8529 SOUTH PARK CIRCLE • SUITE 330 • ORLANDO, FL 32819**

www.glsbcdd.org

December 29, 2020

Board of Supervisors
**Greater Lakes/Sawgrass Bay
Community Development District**

AGENDA

Dear Board Members:

The **special** meeting of the Greater Lakes/Sawgrass Bay Community Development District will be held on **Wednesday, January 6, 2021 at 11:00 a.m.** at the **Clermont Arts & Recreation Center, Room 5, 3700 S. Highway 27, Clermont FL 34711**. The following is the agenda for the meeting:

BOARD OF SUPERVISORS MEETING:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Candidates for Vacant Supervisor Seat.....Tab 1
 - B. Consideration of the Minutes of the Board of Supervisors' Special Meeting held on August 19, 2020.....Tab 2
 - C. Consideration of Operation and Maintenance Expenditures for August and October 2020.....Tab 3
 - D. Presentation of Monthly Maintenance Inspection Report(s), Down to Earth dated October 30, 2020.....Tab 4
- 5. BUSINESS ITEMS**
 - A. Establishment of Audit Committee
 - B. Acceptance of Third Addendum to Professional Services Agreement.....Tab 5
 - C. Discussion of KB Homes Wall Damage.....Tab 6
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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 (407) 472-2471.

Very truly yours,

Bryan Radcliff

Bryan Radcliff
District Manager

cc: *David Lenox, Greenspoon Marder Law*
Jim Walker, Chairman

TAB 1

MARIAN P. FOWLER
6931 SW 157th Lane, Dunnellon, FL 34432
352 872 2684 Cell

Employment Objective:

To assist the business Principle in achieving immediate and long-range goals through a spirit of excellence and implementation of my related skills, education and experience.

Recent Employment History:

Sunbelt Community Management – Ocoee, FL

2010 - present

Management assistance to owner of company as CAM to Central Florida community associations with oversight and emphasis on community upkeep, records, bookkeeping, collection of dues, financial reporting, trouble shooting issues, coordinating contracts with maintenance contractors, conducting meetings as required by the Boards.

ERA Grizzard Real Estate- Leesburg, FL

2007 - 2019

Property Management/Commercial/Residential/Community Associations – administration of properties, financial accounting for community associations.

Full Charge Accountant – July 1999 to 2007

Duties – All accounting activities; Deposits, Accounts Payable, Accounts Receivable, Bank Reconciliations, Commissions Payments, Draws, Payroll and all reports thru W2, Monthly Financial Statements, Allocations and analyses.

Terry Neal P.A. – Leesburg, FL

Wayne White and Associates – Leesburg, FL

Heartland Christian Center – Orlando, FL

December 1998 – July 1999

I worked a short while for each of these; Heartland (my church at the time), I edited for television. Wayne White (Insurance Broker), I coordinated programs and associates in life and health insurance field. Terry Neal (Attorney), I assisted in billing and collections as well as general office functions.

Atlas Roll-lite Door Corporation – Orlando, FL

May 1987 – December 1998

Credit Manager

Duties – A staff of eight, issuance and collections of corporate sales on credit, prox 80 million annual. Contract negotiations, Notice to Owner, Liens, Small Claims.

Education:

University of Central Florida – Business Administration, Accountancy Major

William Paterson College – Business Administration, Accountancy Major

County College of Morris – HSS, Drafting (Associates Degree)

Boonton High School – High School Diploma

Proficiency in Quick Books Pro, Excel, Word, Power Point, Yardi, Champion, 10 key. If I can't do it, I can learn it!

Jackson Hewitt Tax Course Completion

Real Estate License SL445276 - since 1985

Former Member MLS Lake-Sumter Counties

Bonded Notary Public DD880823 thru April 29, 2021

CAM license CAM30376 - since 2007

Currently Serving:

Former Assistant Secretary Greater Lakes/Sawgrass Bay CDD

References Upon Request

TAB 2

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

**GREATER LAKES/SAWGRASS BAY
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the Greater Lakes/Sawgrass Bay Community Development District was held on **Wednesday, August 19, 2020 at 11:02 a.m. by phone teleconference at 1-929-205-6099; Meeting ID 927 8895 7792.**

Present and constituting a quorum were:

James Walker	Board Supervisor, Chairman
Ismael Garcia	Board Supervisor, Assistant Secretary
James Klinck	Board Supervisor, Assistant Secretary
Nick Devore	Board Supervisor, Assistant Secretary

Also present were:

Anthony Jeancola	District Manager, Rizzetta & Company, Inc.
Tina Garcia	District Counsel, Greenspoon Marder Law
Rey Malave	District Engineer, Dewberry
Audience Members	None

FIRST ORDER OF BUSINESS

Call to Order

Prior to the meeting, Mr. Jeancola addressed that today's meeting is being held via media technology communications pursuant to Executive Orders issued by Governor DeSantis, pursuant to Section 120.54(5)(b)2., Florida Statutes.

Mr. Jeancola called the meeting to order and conducted roll call.

SECOND ORDER OF BUSINESS

Audience Comments on the Agenda

There were no audience member comments as there were none present at this time.

THIRD ORDER OF BUSINESS

Staff Reports

A. District Counsel
No Report.

B. District Engineer
Mr. Malave updated the Board that the wall repairs will commence on Monday and Tuesday. Mr. Walker asked if the 2nd crack was investigated. Mr. Malave stated that it was. Discussion ensued.

C. District Manager
No Report.

FOURTH ORDER OF BUSINESS

**Consideration of the Meeting Minutes
of the Board of Supervisors' Meeting
held June 10, 2020**

There were no comments on the said minutes.

On Motion by Mr. Klinck, seconded by Mr. Walker, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on June 10, 2020 for Greater Lakes/Sawgrass Bay Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of the Operation and
Maintenance Expenditures May - July
2020**

Mr. Jeancola reviewed the expenditures with the Board of Supervisors. It was noted that June's expenditures were a little less due to Down to Earth's June invoice being processed in July. July's expenditures were inclusive of audit fees and the deposit for the wall repair.

On Motion by Mr. Walker, seconded by Mr. Devore, with all in favor, the Board ratified the Operation and Maintenance Expenditures May 2020 in the amount of \$16,543.07, June 2020 in the amount of \$6,911.29 and July 2020 in the amount of \$23,236.11, for Greater Lakes/Sawgrass Bay Community Development District.

SIXTH ORDER OF BUSINESS

**Presentation of Monthly Maintenance
Inspection Report(s), Down to Earth**

The Board of Supervisors reviewed the report from Down to Earth from July 29th, 2020.

SEVENTH ORDER OF BUSINESS

Public Hearing on Fiscal Year 2020-2021 Final Budget

On a motion by Mr. Walker, seconded by Mr. Klinck, with all in favor, the Board agreed to open the public hearing on Fiscal Year 2020-2021 Final Budget for Greater Lakes/Sawgrass Bay Community Development District.

Mr. Jeancola presented and reviewed Fiscal Year 2020-2021 Budget and Assessments. The District proposes to maintain their level of assessments. The budget proposed allocations in the amount of \$95,664 for administration and \$170,736 for field operations for a total of \$266,400. The District plans to utilize general fund surplus to offset expense and maintain level of assessments.

No members of the public desired to provide public testimony or comment as there were none present.

On a motion by Mr. Walker, seconded by Mr. Klinck, with all in favor, the Board agreed to close the public hearing on Fiscal Year 2020-2021 Final Budget for Greater Lakes/Sawgrass Bay Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2020-05, Adopting Fiscal Years 2020-2021 Final Budget

Mr. Jeancola reviewed Resolution 2020-05 with the Board.

On Motion by Mr. Walker, seconded by Mr. Devore, with all in favor, the Board of 7Supervisors approved Resolution 2020-05, Adopting Fiscal Year 2020-2021 Final Budget, for Greater Lakes/Sawgrass Bay Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2020-06 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Jeancola presented and reviewed Resolution 2020-06 with the Board.

On a motion by Mr. Klinck, seconded by Mr. Walker, with all in favor, the Board approved Resolution 2020-06, Imposing Special Assessments and Certifying an Assessment Roll, for the Greater Lakes/Sawgrass Bay Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-07,
Setting the Fiscal Year 2020/2021
Meeting Schedule**

Mr. Jeancola presented and reviewed Resolution 2020-07 with the Board.

On a motion by Mr. Garcia, seconded by Mr. Klinck, with all in favor, the Board approved Resolution 2020-07, Setting the Fiscal Year 2020-2021 Meeting Schedule, for Greater Lakes/Sawgrass Bay Community Development District.

ELEVENTH ORDER OF BUSINESS

**Ratification of the Acceptance of
Fiscal Year 2019 Audit**

Mr. Jeancola noted that the audit was clean with no adverse findings.

On Motion by Mr. Walker, seconded by Mr. Devore, with all in favor, the Board ratified the Fiscal Year 2019 Audit, for the Greater Lakes/Sawgrass Bay Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Series 2006A Special
Assessment Bonds Engagement
Letter – LLS Tax Solutions**

Mr. Jeancola presented the engagement letter to the Board. The cost to the District will be \$500.00 per year for 2020 – 2022.

On Motion by Mr. Klinck, seconded by Mr. Devore, with all in favor, the Board approved the Series 2006A Special Assessment Bonds Engagement Letter from LLS Tax Solutions, for the Greater Lakes/Sawgrass Bay Community Development District.

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests

Mr. Jeancola announced that the next meeting was scheduled for Wednesday, September 16, 2020 at 11:00 a.m.

Mr. Walker will forward an e-mail to District Staff regarding a notice of hearing that he received. Discussion ensued.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Garcia, seconded by Mr. Klinck, with all in favor, the Board adjourned the meeting of the Board of Supervisors at 11:37 a.m. for Greater Lakes/Sawgrass Bay Community Development District.

Assistant Secretary

Chairman/Vice Chairman

TAB 3

GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT

District Office · 8529 South Park Circle · Suite 330 · Orlando, FL 32819

Operation and Maintenance Expenditures August 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2020 through August 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$21,219.84**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Greater Lakes/Sawgrass Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 Through August 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
David W. Jordan Lake County Tax Collector	001421	Commission Bill 07/27/20	Commission Bill FY 19/20 02/01/20-05/31/20	\$ 260.30
Down to Earth Lawncare II, Inc	001422	70429	Monthly Maintenance 07/20	\$ 5,750.00
Down to Earth Lawncare II, Inc	001428	71333	Annuals Quarterly Change Out	\$ 540.00
Down to Earth Lawncare II, Inc	001431	73309	Monthly Maintenance 08/20	\$ 5,750.00
Greenspoon Marder Law	001433	1240236	Legal Services 07/20	\$ 198.00
Ismael Garcia	001432	IG08192020	Board of Supervisors Meeting 08/19/2020	\$ 200.00
James W Klinck	001434	JK08192020	Board of Supervisors Meeting 08/19/2020	\$ 200.00
James Walker	001436	JW08192020	Board of Supervisors Meeting 08/19/2020	\$ 200.00
Nicholas Adam Devore	001430	ND08192020	Board of Supervisors Meeting 08/19/2020	\$ 200.00
Orlando Sentinel Communications	001424	021090480000	Acct #CU00117767 Legal Advertising 05/20	\$ 421.26
Orlando Sentinel Communications	001429	023134018000	Acct #CU00117767 Legal Advertising 07/20	\$ 963.61
Rizzetta & Company, Inc.	001425	INV0000051745	District Management Services 08/20	\$ 2,946.67
Rizzetta Technology Services, LLC	001426	INV0000006080	Website & EMail Hosting Services 08/20	\$ 175.00
SECO Energy	001427	SECO Summary 07/20	SECO Electric Summary 07/20	\$ 2,207.88

Greater Lakes/Sawgrass Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 Through August 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Utilities Inc of Florida	001435	Utilities Inc Summary 08/20	Utilities Inc Summary 08/20	\$ 1,102.93
Report Total				\$ 21,219.84

GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT

District Office · 8529 South Park Circle · Suite 330 · Orlando, FL 32819

Operation and Maintenance Expenditures September 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2020 through September 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$34,314.18**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Greater Lakes/Sawgrass Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Dewberry Engineers Inc	001442	1852603	Engineering Services 06/20	\$ 1,282.50
Dewberry Engineers Inc	001440	1863739	Engineering Services 07/20	\$ 1,630.00
Dewberry Engineers Inc	001447	1874525	Engineering Services 08/20	\$ 205.00
Down to Earth Lawncare II, Inc	001441	73805	Irrigation Repair 08/20	\$ 125.29
Down to Earth Lawncare II, Inc	001443	75152	Trim Oak Trees 08/20	\$ 275.00
Down to Earth Lawncare II, Inc	001448	75288	Monthly Maintenance 09/20	\$ 5,750.00
Egis Insurance Advisors, LLC	001446	11357	General Liability/Property/POL Liability Insurance FY 20/21	\$ 15,172.00
Greenspoon Marder Law	001444	1246812	Legal Services 08/20	\$ 600.50
Rizzetta & Company, Inc.	001437	INV0000052535	District Management Services 09/20	\$ 2,946.67
Rizzetta Technology Services, LLC	001438	INV000006180	Website & EMail Hosting Services 09/20	\$ 175.00
SECO Energy	001439	SECO Summary 08/20	SECO Electric Summary 08/20	\$ 2,003.84
U S Bank	001445	5851479	Trustee Fees Series 2006A 08/01/20-07/31/21	<u>\$ 4,148.38</u>
Report Total				<u>\$ 34,314.18</u>

GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT

District Office · 8529 South Park Circle · Suite 330 · Orlando, FL 32819

Operation and Maintenance Expenditures October 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2020 through October 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$13,252.36**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Greater Lakes/Sawgrass Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Campus Suite	001453	18927	ADA Compliant Website	\$ 384.38
Dewberry Engineers Inc	001456	1885354	Engineering Services 09/20	\$ 540.00
Disclosure Services, LLC	001457	5	Amortization Schedule S2006A - Prepay 10K	\$ 100.00
Down to Earth Lawncare II, Inc	001458	78290	Irrigation Repair 10/20	\$ 91.19
LLS Tax Solutions, Inc.	001451	002077	Arbitrage Rebate Calculation Series 2006A	\$ 500.00
Rizzetta & Company, Inc.	001454	INV0000053332	District Management Services 10/20	\$ 3,035.00
Rizzetta & Company, Inc.	001454	INV0000053588	Assessment Roll Preparation FY 20/21	\$ 5,000.00
Rizzetta Technology Services, LLC	001455	INV0000006383	Website & EMail Hosting Services 10/20	\$ 175.00
SECO Energy	001452	SECO Summary 09/20	SECO Electric Summary 09/20	\$ 2,282.81
Utilities Inc of Florida	001450	Utilities Inc Summary 09/20	Utilities Inc Summary 09/20	\$ <u>1,143.98</u>
Report Total				<u>\$ 13,252.36</u>

TAB 4



Landscape Inspection Form

Property Sawgrass Bay Blvd.

Date 10/30/2020

Supervisor: Al Bedell

Crew Leader: Cody Shipper

Grade Scale:

0=Poor / 5=Excellent

1. Turf	Dry? Dying ? dead spots ? Fire ants ? Infested with: Chinch bugs, mole crickets, dollar weeds, other weeds. ?	4
<i>Turf is still looking good. Starting to dry out in areas.</i>		
2. Irrigation	Heads stuck up, Coverage bad, broken heads, not turning, heads out of adjustment, wrong location or head blocked. Needs upgrade. Other.?	4
<i>Irrigation is in good working order at this time, broken heads are fixed when noticed.</i>		
3. Shrubs	Dead or weak ones, infested with insects, overgrown, trimmed improperly. Plants missing, Plants wilting. Needs trimming or cleaned up.?	3
<i>All shrubs are looking good along the boulevard. We will be cutting back Crepe Myrtles.</i>		
4. Fertilization	Turf needs fertilizer, shrubs need fertilizer, fertilizer was left on/in plants, too close to stem or trunk. ?	4
<i>Treatments have been applied to maintain color & vigor.</i>		
5. Trees/Palms	Dead ones need replacing, palms need fertilizer, limbs need trimming, dead branches need attention. Tree bracing needs attention. Wilting.?	4
<i>We have been lifting up the oak tree branches to keep clean look and path above sidewalks as needed.</i>		
6. Shrub Beds	Lots of weeds, dead spots need trimming, fire ants, dry.?	4
<i>Weed pressure is addressed weekly in all shrub beds.</i>		
7. Mowing	Missed spots, clippings left, not mowed, scalped areas, not edged, divots from turning too fast, mower tracks in turf ?	5
<i>We are mowing every other week or as needed. Weather conditions apply.</i>		
8. Mulch	Too thick, not enough, needs turning, needs removed, touch up is needed, left on top of plants. Too much mulch right at base of plants.	4
<i>Mulch looks okay in some areas. Most areas need to be refreshed.</i>		
9. Annual Beds	Weeds, dry, plants dead, ready for change-out, need dead-heading, need soil amendments ?	4
<i>Annuals were installed for the Fall season.</i>		
10. Overall	Appearance, curb appeal.?	4
<i>The property is in good condition overall.</i>		

Final Score: **40**

Percentage: **80.0%**

TAB 5

THIRD ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

This Third Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the _____, 2020 (the “**Effective Date**”), by and between **Greater Lakes/Sawgrass Bay Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Lake County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated October 1st, 2018 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.



Rizzetta & Company

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

WITNESS: _____
Signature

Print Name

**GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT
DISTRICT**

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST: _____
Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name



Rizzetta & Company

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

ANNUALLY	MONTHLY	
Management:	\$ 1,201.67	\$14,420
Administrative:	\$ 386.25	\$ 4,635
Accounting:	\$ 1,138.08	\$13,657
Financial & Revenue Collections:	\$ 309.00	\$ 3,708
Assessment Roll (1):		\$ 5,000
Total Standard On-Going Services:	\$ 3,035.00	\$41,420

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.



ADDITIONAL SERVICES:

Extended and Continued Meetings	Hourly	\$ 180.25
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to		
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public		
Records Requests	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Senior Manager	\$ 54.00
District Manager	\$ 42.00
Accounting & Finance Staff	\$ 29.00
Administrative Support Staff	\$ 25.00

LITIGATION SUPPORT SERVICES:	Hourly	Upon Request
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ADDITIONAL THIRD-PARTY SERVICES:

Pre-Payment Collections/Estoppel/Lien Releases:

Lot/ Homeowner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request



Rizzetta & Company

TAB 6

Jaclyn Moreno

Subject: Information on Greater Lakes/Sawgrass v. DR Horton
Attachments: Enclosures to Mediation Letter.PDF

From: Brent Kimball <Brent.Kimball@gmlaw.com>
Sent: Monday, November 2, 2020 1:46 PM
To: Bryan Radcliff <BRadcliff@rizzetta.com>
Subject: Information on Greater Lakes/Sawgrass v. DR Horton

Bryan,

Please find below a brief memo on the case we discussed last week, with attached 'enclosures.' To be frank, there may be too much information here for our purposes, but I'd rather have you get more than you need rather than less:

Background

One of the improvements owned and maintained by the District for the benefit of the public is a decorative wall (the "Wall"), which runs along a large portion of Sawgrass Bay Boulevard. The Wall was designed to provide a visual and physical buffer between the vehicular traffic on Sawgrass Bay Boulevard and the rear of the adjacent lots to include lots 319 through 335 (the "Lots"). Enclosure "A," is the Engineering Report (the "Report") obtained by the District dated November 2015. Appendix A – Record Drawings, dated April 13, 2007 - page 23, of the Report depicts the location of the area. D.R. Horton owned the Lots.

This dispute arose after D.R. Horton began developing the Lots. In developing the Lots, D.R. Horton improperly graded the Lots. The improper grading caused and continued to cause damage to the Wall by forcing the Wall to be used as a retaining wall instead of a decorative wall – its intended purpose.

Damage to the Wall

Per the Record Drawings - pages 23 and 47 of the Report - the approved grading design for the Lots is an "A" style lot grade, in which the Lots were to be graded higher towards the rear of the Lots than the front. The high point of the grading was supposed to be set five (5) feet from the rear of the Lots. The rear five (5) feet of the Lots were designed to be sloped to the back of the Lots, matching the grading of the adjacent Sawgrass Bay Boulevard where the Wall was constructed. Instead of grading the Lots with the rear five (5) feet sloping down from the rear peak to meet the base of the Wall, D.R. Horton placed or caused to be placed fill all the way up against the Wall eliminating the intended five (5) foot rear yard slope. This improper grading - soil piled higher on the side of the Wall with the Lots than on the side adjacent to Sawgrass Bay - exerted constant and continued pressure on the Wall. The constant pressure has caused and will continue to cause the Wall to fail.

D.R. Horton admitted that it improperly graded the Lots in correspondence sent to the owners of the Lots, dated May 1, 2014. *See* Enclosure "B." The improper grading unequivocally caused and is continuing to cause damage to the Wall. This is confirmed by D.R. Horton's Construction Area Manager, in an email communication, *see* Enclosure "C," with its contractor, Tyton Construction, Inc., on January 17, 2014, concluding:

[F]ill dirt is going up too high on the wall causing the wall to "blow" out in this area. The wall in question is a privacy wall and not a retaining wall so it should not have dirt piled up behind it. The current grade is about 2 feet higher on our side of the wall which creates pressure on the wall.

Impairment of the Surface Water Management System in Violation of the Declaration

The improper grading also impacted the surface water management system and ultimately, increased damage to the Wall by causing water to pool during rainy season forcing the Wall to perform the function of a retaining wall. The Wall was intended to be used as a decorative wall, not a retaining wall. According to the Plans, the grading of the Lots formed part of the overall surface water management system for the Community. The document governing the Community is the Declaration for Sawgrass Bay ("Declaration"), Lake County Public Records, Book 3375, Page 498, recorded on February 23, 2007. D.R. Horton is a developer as defined in Section 2 of the Declaration pursuant to the Assignment of Special Developer's Rights, dated August 31, 2011, between Rouse/Chamberlin, Ltd., in its capacity as federal court-appointed receiver, and D.R. Horton, Inc. Per sheet 41 of the Plans, the "A" lot grade design was utilized to allow surface water to drain to the street and is therefore, a part of the drainage system. *See also* General Note 25 of the Plans, stating "LOT GRADE PLANS ARE PROVIDED FOR AGENCY REVIEW AND TO ESTABLISH A MASTER GRADING AND DRAINAGE SYSTEM FOR THE DEVELOPMENT. . ."

Per Section 15.9 of the Declaration:

No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation . . . or which may obstruct or retard the flow of water.

D.R. Horton's improper grading of the Lots and placement of excess fill along the Wall interfered with the drainage of the surface water and retarded the flow of water in violation Section 15.9 of the Declaration. D.R. Horton's actions, in violation of the Declaration, resulted in excess water and soil pressure to be exerted on the Wall causing ongoing damage to it. The CDD is a third-party beneficiary and therefore, is entitled to enforce the Declaration. *See* Section 3.2 of the Declaration:

The CDD shall be responsible for maintaining the following, located within or that abut Sawgrass Bay: any roadways until conveyed to the County, street lighting, perimeter walls, landscaping and irrigation from the wall to the curb on Superior and Sawgrass Bay Boulevard.

D.R. Horton's continued violation of Section 15.9 has impaired the CDD's ability to effectively maintain the Wall. The District is entitled to not only damages caused by D.R. Horton to the Wall but per Section 18.5 of the Declaration, fees and costs.

Section 18.5 of the Declaration states:

Enforcement By or Against Other Persons. This Declaration may be enforced by Developer and/or, where applicable, Owners or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages. . . The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration.

Damages

Based on the forgoing, the District's position is that D.R. Horton's placement of soil on the Wall and refusal to remove the soil and repair the Wall amounted to trespass, is causing a nuisance, is negligent and is in violation of the Declaration. The District has demanded the costs to repair the Wall, approximately \$500,000, *see* Enclosure "A," page 14, plus reasonable fees and costs as provided for in the Declaration.

Settlement Posture

The case did not settle at mediation. Opposing's claim during mediation was that: (i) the wall was defectively built; (ii) our engineer admitted the wall was defectively built; (iii) D.R. Horton removed some of the bricks on the wall and noticed that the wall did not have ties (iv) Talley has donned his workout clothes and walked the entire duration of the wall and noted there are other portions of the wall that was also damaged; (v) D.R. Horton wants to see the entire wall replaced; and (v) there is no way to repair the grading because of improvements made by homeowners.

Despite this, the option to settle is still available. The parties have explored the possibility of an 'if/then' settlement document that takes into account both parties positions and sets forth a timeline and payment from DR Horton should the wall fail. Under this scenario, as time goes on, the amount paid by DR Horton would be less than if the failure occurred tomorrow, for example.

GreenspoonMarder

Greenspoon Marder LLP

Brent D. Kimball, Esq.

Senior Counsel

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Entry Wall Review Report

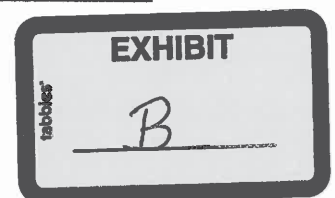
Greater Lakes/Sawgrass Bay

(Dewberry –File No. 2GLSB-J2)

Prepared for:
Greater Lakes/Sawgrass Bay CDD

Prepared by:
Dewberry Engineers, Inc.

November 2015



ENCLOSURE "A"



Entry Wall Review Report

Greater Lakes/Sawgrass Bay

Prepared For:
Greater Lakes/Sawgrass Bay CDD

November 2015

Tadd Kasbeer, PE
Florida License No.: 54678

Greater Lakes/Sawgrass Bay Entry Wall Review

Dewberry Engineers, Inc. was engaged as the Greater Lakes/Sawgrass Bay Community Development District (CDD) Engineer to review the condition of the decorative brick wall along the south side of Sawgrass Bay Boulevard west of Superior Boulevard on behalf of the CDD. This review was based on a review of the materials provided by the CDD and a site visit on October 16, 2015. The CDD provided a copy of a report prepared by Zabik-Tuner Engineering (ZTE) on the wall previously prepared on behalf of the CDD. Included within that report were the original, permitted civil site engineering plans for the subdivision and the expected typical section for the wall. As noted in the ZTE report the wall typical section was a representative design of that wall as the wall builder, Seminole Masonry, was unable to provide a copy of the permitted drawings for that particular wall.

This wall was designed and constructed to provide a visual and physical buffer between the vehicular traffic on Sawgrass Bay Boulevard and the rear of the adjacent lots 319 through 335 facing Yelloweyed Drive. In the plat a 5 foot Wall and Landscape easement was created on the rear of the lots and the wall was constructed in that easement along the side closest to Sawgrass Bay Boulevard. Per standard engineering design these lots have homes with finished floor elevations that site higher than the adjacent roadways, which in this case required fill to be placed on these lots to get the home pad elevation to the proper elevation.

The approved grading design specifies an "A" style lot grade for these lots. An "A" style lot grade is typical grading template in which the lot is graded higher along the rear lot line than the front. The intent is that stormwater that does not soak into the ground runs off from the rear to the front where it is picked up on the street. In this case, instead of the high point being the very rear of the lot, the high point was to have been set at the edge of the Wall and Landscape easement 5 feet from the rear of the lot. Everything forward of that still is still sloped toward the front of the lot. That rear 5 feet however was designed to be sloped to the back of the lot matching the grading of the adjacent Sawgrass Bay Boulevard at the right-of-way line where the wall was constructed.

Sometime after the wall was constructed D.R. Horton's contractor performed the grading work on the adjacent lots, 319 through 335. As acknowledged by D.R. Horton in their letter dated May 1, 2014, included in the appendix, the lot grading for those lots was not performed per the County and St. Johns River Water Management District approved and permitted plans. Instead of grading the site with the rear 5 feet sloping down from the rear peak to the tie in at the base of the wall, fill was placed all the way up against the wall eliminating the intended 5 foot rear yard slope. The decorative wall was treated as a retaining wall.

The wall is a fairly common masonry brick wall design. A wall of this type is used as physical and visual buffer, capable of preventing access and/or for blocking views. A wall of this type is not designed or capable of being used as a retaining wall and it is failing. The wall is bowing outward at the bottom where the fill has been placed of the "lot-side" towards Sawgrass Bay Boulevard.

ZTE's report detailed the grade height differences on each side of the wall at each lot corner. The grade difference between the designed elevations at the rear of lots and the designed grades along the right-of-way line/rear lot line ranges from approximately 1 inch at Lot 319 to 27 inches

at Lot 334. That information is included for reference. Measurements were taken for a sampling of lots as part of the field review in support of this report and these are shown in the table below.

Approximate Lot Line Location	Street Side Wall Height (inch)	Lot Side Wall Height (inch)	Difference (inch)
321-322	67.0	61.5	5.5
323-324	70.5	63.0	7.5
326-327	67.5	49.5	18.0
329-330	69.5	47.5	22
331-332	72.5	51.5	21

In addition to checking the amount of fill placed on the lot-side of the wall, a "smart" level was used to determine if the wall was leaning and if so how much it was leaning. Measurements were taken at the base where there was a measurable bulge and on the upper portion of the wall on the Sawgrass Bay Boulevard side and at the base as low as possible above the extra fill and on the upper portion of the wall on the lot-side. At 3 of the 5 locations on the Lot side the fill was placed so high that the lean was measured only once.

Approximate Lot Line Location	Street Side Bottom	Street Side Top	Lot Side Bottom	Lot Side Top
321-322	0.8%	0.9%	0.2%	0%
323-324	0.3%	0.9%	0.3%	0.2%
326-327	1.0%	1.3%	0.1%	*
329-330	1.6%-2.0%	0.9%	0.2%	*
331-332	0.1%	0.1%	0.0%	*

*The wall lean was shot in the middle area for these shots since fill was so high on lot side.

The wall design is such that there are two stacks of brick one on each side of the structural core. The bricks are stacked next to each other with a rod with a plate screwed onto the top holding the bricks in place. Based on the difference in lean from street side to the lot side there is a void between the brick stacks which compromises the wall's structural integrity.

The wall has not failed yet due to fill loading placed on one side of it and make take some time to do so. However the expected outcome is that the wall will fail before the typical life expectancy of a decorative brick wall. The current situation is a degenerative condition. The loading on the wall, exacerbated by water weight from groundwater produced by storms or other loading conditions, temporary and permanent, will continue to increase the bulge in the wall until it fails.

Appendix

Sawgrass Bay Community Development Site Wall: Engineering Review

Development Site Wall along the South Side of Sawgrass Bay Boulevard



September 2, 2014
Jennifer Zabik, PE, SE
President
Zabik-Turner Engineering
1024 N Fullers Cross Road
Winter Garden, FL 34787



Sawgrass Bay Community Development Site Wall: Engineering Review

Development Site Wall along the South Side of Sawgrass Bay Boulevard

Section 1: Introduction

Zabik-Turner Engineering (ZTE) in support of the Sawgrass Bay Community Development District (CDD) has provided a structural opinion of the site wall located along the south side of Sawgrass Bay Boulevard between lot numbers 319 to 335 (opposite of Yelloweyed Drive). Site visits to review the wall were performed on July 23rd, 2014 and August 19th, 2014. Along with a visual inspection, Record Drawings completed by Donald W. McIntosh Associates, Inc. dated August 13, 2007 were provide by the Lake County Building Department to aid in this report. A typical site wall detail was provided as an example of the type of wall that was constructed on this site, but Seminole Masonry (original wall contractor per the CDD) was not able to locate the permitted plans for the wall in this report. This information was provided to ZTE by Jeremy Needham with Rizzetta & Company, Inc. The three items mentioned above were used for the assessment of the current wall. These documents can be located in Appendix A of this report.

Section 2: Existing Conditions

Section 2.1: Site Wall

During the initial site visit it was observed that the site wall was retaining soil between the homeowner's lots and the Sawgrass Bay Boulevard right-of-way. Measurements were taken to determine the amount of soil retained at each lot. See Table 1.

Table 1: Soil Retainage per Lot

Lot #	Outside Wall Height (in)	Inside Wall Height (in)	Difference (in)	Lot Width (ft)
319	64	63	1	60.5
320	66	63	3	51
321	67	59	8	51
322	68	57	11	51
323	72	62	10	51
324	72	60	12	51
325	70	52	18	51
326	69	55	14	51
327	70.5	49	21.5	51
328	69	48	21	51
329	71	48	23	51

Lot #	Outside Wall Height (in)	Inside Wall Height (in)	Difference (in)	Lot Width (ft)
330	69	47	22	51
331	70	54	16	51
332	72	50	22	51
333	70	44	26	51
334	79	52	27	51
335	68	51	17	60.5

Visible damage was observed along the wall that consisted of the following:

- Pillar separation from wall (See Photo A)
- Wall buckling (See Photo B)
 - See additional photos in Appendix B

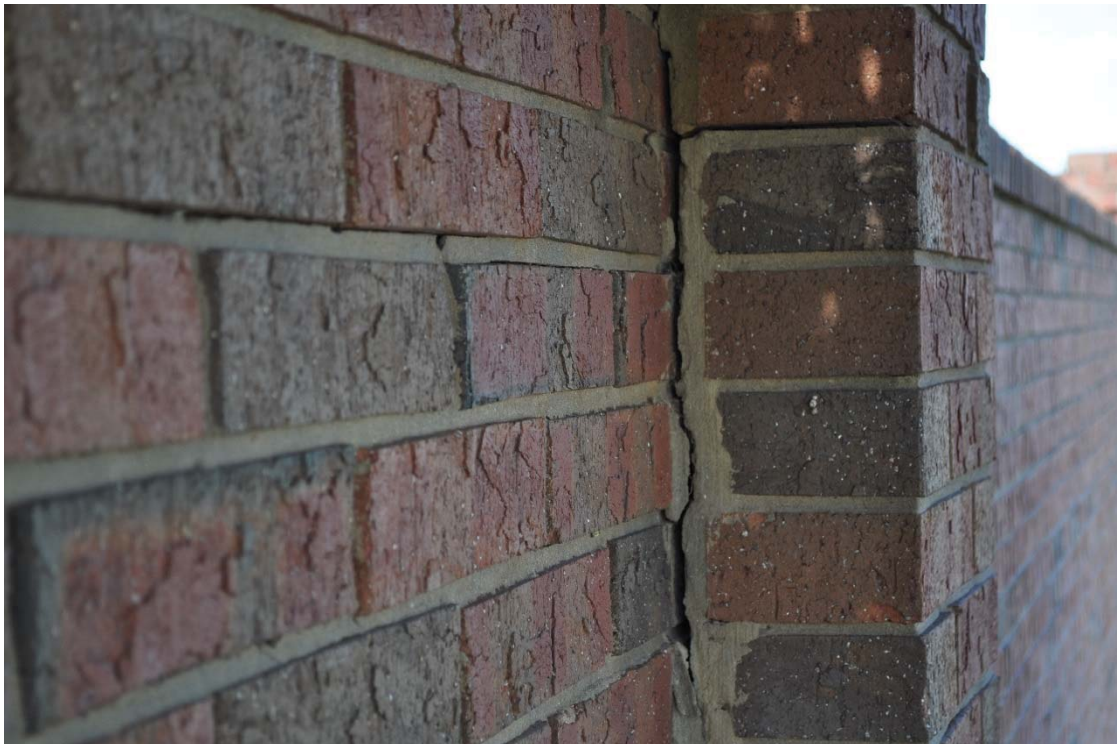


Photo A: Pillar Separation



Photo B: Wall Buckling

Section 2.2: Entrance Corner Wall

In addition to the damaged wall it was observed that at lot 319, the site wall at the intersection of Sawgrass Bay Boulevard and Fetterbush Court, was installed after the original wall construction and of a different type brick. The wall was constructed using a masonry stone with a white-wash exterior. See Photo C. This brick type does not match the remainder of the site wall as shown in the photo below. The original wall is shown on the right of the photo ending with the pillar and the newer construction on the left.



Photo C: White-Wash Brick Addition

Section 3: Engineering Conclusions

Based on my opinion the buckling of the wall and the pillar separation is caused by the site wall retaining soil which the wall was not designed to retain. The grading along the rear lot lines for lots 319-335 slopes from the back of the house pad to the retaining wall approximately $\frac{1}{2}$ ":1'. This slope is not enough to make the grade on each side of the wall equal, but does allow for water to drain from the rear of the lot toward the wall. The current wall design and installation does not have the capacity to withstand the soil and water pressure imposed by the improper grading. This issue was also noted in the letter written by D.R. Horton on May 1, 2014 regarding "Re-grading at Sawgrass Bay Lots 319-335" (See Appendix A) stating the lots were not properly graded adjacent to the wall.

The following evidence supports the conclusions stated above:

- No weep holes were provided along the length of the wall to allow for water drainage of the soil behind the wall. Additionally there is no evidence of a drainage system installed behind the wall.
- Pillars are not tied to the wall to provide structural support. They are applied to the wall surface for decorative application only.
- Based on the typical wall detail the foundation was not designed to resist overturning of the wall.
- Based on the typical wall detail the wall does not have reinforcement to resist the bending forces places on the wall by the soil pressure.

Section 4: Resolution

Section 4.1: Site Wall

In my expert opinion the wall shall be removed and replaced with a proper retaining wall to resist the forces applied by the retained soil. As the grade varies along the length of the wall the retaining wall will be designed with steps to provide the most cost effective solution. The wall will retain 1 foot of soil (2' retaining wall) for approximately 205 feet (Lots 321 – 324), 2 feet of soil (3' retaining wall) for approximately 410 feet (Lots 325 – 332) and 3 feet of soil (4' retaining wall) for approximately 100 feet (Lots 333 – 334) and then step to no retainage by the end of Lot 335 as the grade tapers to the retention pond. Details for these 3 conditions plus a detail for the pillar condition are provided in Appendix C and the lot number corresponding to the retaining wall height is shown in Table 2. Lots 319 and 320 do not have an elevation difference in the soil between the homeowner's side of the wall and community easement side. The wall will only be affected if necessary for installation of the adjacent retaining wall.

Table 2: Retaining Wall Height by Lot

Lot #	Retaining wall height (ft)	Lot Width (ft)
319	0	60.5
320	0	51
321	2	51

Lot #	Retaining wall height (ft)	Lot Width (ft)
322	2	51
323	2	51
324	2	51
325	3	51
326	3	51
327	3	51
328	3	51
329	3	51
330	3	51
331	3	51
332	3	51
333	4	51
334	4	51
335	3	60.5

Based on conversations with the CDD, they do not believe the exact brick color used for the site wall is available for purchase. For the wall to match the remaining site walls in the community the bricks will need to be removed, cleaned and replaced. Due to the difficulty of ensuring no bricks are damaged during the removal the CDD shall chose a similar brick in appearance to be used sporadically throughout the wall if necessary.

Section 4.2: Entrance Corner Wall

The solution to remove the white-wash from the wall addition at lot 319 will be to treat the bricks with a muriatic acid solution dissolving the white-wash and exposing the bricks natural color beneath the surface. This can be done only on the brick having the white appearance as the remaining bricks appear to be a close enough match, per the CDD. The CDD will have final say if the wall is acceptable to remain. If they still do not approve of the miss-matched brick the alternate fix will be to replace the wall with the same brick used in the original wall construction or brick approved by the CDD.

Section 4.3: Estimated Construction Cost

The cost for the proposed solutions was provided by Williams Company, Inc. They performed a site visit on August 19, 2014 to view the existing wall as well as the current homeowner's lot conditions. The proposed solution would allow for the contractor to use a 5 foot easement onto the homeowner's property to complete the work and then return it to the original condition. The overall cost for the solution is \$453,241. See Table 3. The clarifications to the estimate as well as the detailed estimate are provided in Appendix D.

Table 3: Budget Estimate Summary

Budget Estimate Summary			
Project Name:	Sawgrass Bay Wall Repair		
Project Location:	Sawgrass Bay Blvd, Clermont, FL		
Estimate Date:	August 28, 2014	Wall Area: (Sqft):	7,833
Item	Description	Budget	Cost/Sqft
Sawgrass Bay Wall Repair			
General Conditions	Scope: Includes the cost of our on-site management, & other direct costs not attributed to a specific work item.	\$ 75,146	\$ 9.59
	Clarification: This cost reflects an 8 week construction schedule.		
Testing	Scope: Concrete and brick testing	\$ 2,250	\$ 0.29
	Clarification: Does not include observation or certification fees by any third party		
Demolition	Scope: Demolish and salvage brick -stacked on sidewalk, demolish 500LF of existing foundation	\$ 48,675	\$ 6.21
	Clarification:		
Sitework	Scope: Cut fill for new foundations, barricades, temp fences, 700 LF sock drain intalled at retaining wall foundation,	\$ 48,378	\$ 6.18
	Clarification: Fill stockpiled on site at existing stockpile near this scope		
Fencing	Scope: Remove and reinstall homeowner fences affected by work	\$ 2,000	\$ 0.26
	Clarification:		
Landscape and Irrigation	Scope: Replace sod damaged during scope of this project	\$ 16,125	\$ 2.06
	Clarification: Includes \$2,500 allowance to replace damaged homeowner landscape		
Hardscaping	Scope: Allowance to remove and replace sidewalk damaged during scope of this project	\$ 3,000	\$ 0.38
	Clarification:		
Concrete	Scope: New footer and retaining wall at affected lots	\$ 96,060	\$ 12.26
	Clarification:		
Masonry	Scope: Reinstall brick at wall	\$ 90,413	\$ 11.54
	Clarification: Brick under finish grade will be utility, existing brick used above grade . Includes \$7500 allowance to point adjacent wall area		
Waterproofing, Caulk & Insulation	Scope: Damp proof retaining wall, Caulk brick control joints	\$ 11,419	\$ 1.46
	Clarification:		
Total Direct Costs:		\$ 393,466	\$ 50.23
Permits & Fees	Scope: Building permit fees are included.	\$ 3,935	\$ 0.50
	Clarifications: Trade permits are included.		
Design Build Manager/CM Fee	Scope: Construction Manager's fee.	\$ 39,740	\$ 5.07
	Clarifications:		
General Liability & Builder's Risk Insurance	Scope: We include the cost of General Liability and Builder's Risk Insurance.	\$ 7,213	\$ 0.92
	Clarifications: We include the cost for Builder's Risk.		
Contingency	Scope: We include a contingency in the budget to allow for changes that may occur during the design process.	\$ 8,887	\$ 1.13
	Clarifications:		
Total Cost:		\$ 453,241	\$ 57.86



This report and the attachments are my expert opinion based on the observations of the existing conditions and the documents listed on Page 1 of this report and attached in Appendix A. This report is not to be used for the purpose of construction or permitting. If there are any additional findings that were not presented to ZTE at the time of the report, ZTE shall be notified and allowed to review the documents and the report be modified to include them.

Zabik-Turner Engineering is pleased to provide this expert opinion to the Sawgrass Bay CDD. If there are any questions regarding this report please contact us at the 407-864-8120 or by email at jzabik@ztengineering.com.

APPENDIX A

SAWGRASS BAY
Phase 1 only
LAKE COUNTY, FLORIDA

JOHN KINGMAN KEATING AS TRUSTEE

749 NORTH GARLAND AVENUE, SUITE 101

PH (407)425-2907 - FAX (407)843-8964

[illegible]

REVISED JUNE 19, 2006



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4088

[illegible]

1. COVER SHEET
2. NOTES, SPECIFICATIONS & LEGEND
3. TOPOGRAPHIC & BOUNDARY DATA
4. OVERALL SITE AND PHASING PLAN
5. STORMWATER MANAGEMENT PLAN
- B.-15. GRADING & DRAINAGE PLAN
16. WATER, SEWER & REUSE PLAN - WEST
- 16A. WATER, SEWER & REUSE PLAN - CENTRAL
- 16B. WATER, SEWER & REUSE PLAN - EAST

PLAN & PROFILES

17. SAWGRASS BAY BOULEVARD
18. SAWGRASS BAY BOULEVARD
19. SAWGRASS BAY BOULEVARD
20. SAWGRASS BAY BOULEVARD
21. SAWGRASS BAY BOULEVARD
22. SAWGRASS BAY BOULEVARD
23. SUPERIOR BOULEVARD & FETTERBUSH COURT
24. CUPSCALE STREET & RYEGRASS CIRCLE
25. RYEGRASS CIRCLE

26. ST. AUGUSTINE STREET
27. CENTPEDE DRIVE
28. CENTPEDE DRIVE
29. CENTPEDE DRIVE
30. YELLOWEYED DRIVE
31. YELLOWEYED DRIVE
32. BENTGRASS DRIVE
33. BENTGRASS DRIVE
34. MAIDENHAIR STREET
35. MAIDENHAIR STREET & RIBBON COURT
36. PESQUE STREET
37. PESQUE STREET
38. PESQUE STREET
39. DEERWOLF DRIVE
40. DEERWOLF STREET & SGT. BUSH COURT

- 41. TYPICAL SECTIONS, PAVING & GRADING DETAILS
- 42. CONTROL STRUCTURE & SMA DETAILS
- 43. CONTROL STRUCTURE DETAILS
- 44. S.R. 25 (U.S. 27) IMPROVEMENTS
- 45. WATER MAIN EXTENSION
- 46. WATER MAINS
- 46A. WATER DETAILS
- 46B. WATER DETAILS
- 46C. RECLAIMED WATER DETAILS
- 47. SANITARY SEWER DETAILS
- 47A. SANITARY SEWER DETAILS
- 48. LIFT STATION #1
- 49. LIFT STATION #2
- 50. LIFT STATION DETAILS
- 51. CURB RAMP DETAILS
- 52. PEDIESTRIAN GRADUATION, STRIPS & SLOAKE PLANS
- 52A. PEDIESTRIAN GRADUATION, STRIPS & SLOAKE PLANS
- 52B. PEDIESTRIAN GRADUATION, STRIPS & SLOAKE PLANS

DEVELOPMENT REVIEW

PROJECT NO. _____ ALT. KEY. _____

PROJECT NAME _____ DATE _____ INITIALS _____

WATER RESOURCE MGMT _____

COMMENTS _____

BI COMMUNICATIONS _____

(EMERGENCY BI) COMMENTS _____

WATER USE DATA _____

COMMENTS _____

PLANNING & DEVELOPMENT _____

COMMENTS _____

TR & EMERGENCY SERVICES _____

COMMENTS _____

CONJUNCTION MANAGERS _____

COMMENTS _____

PUBLIC AFFAIRS _____

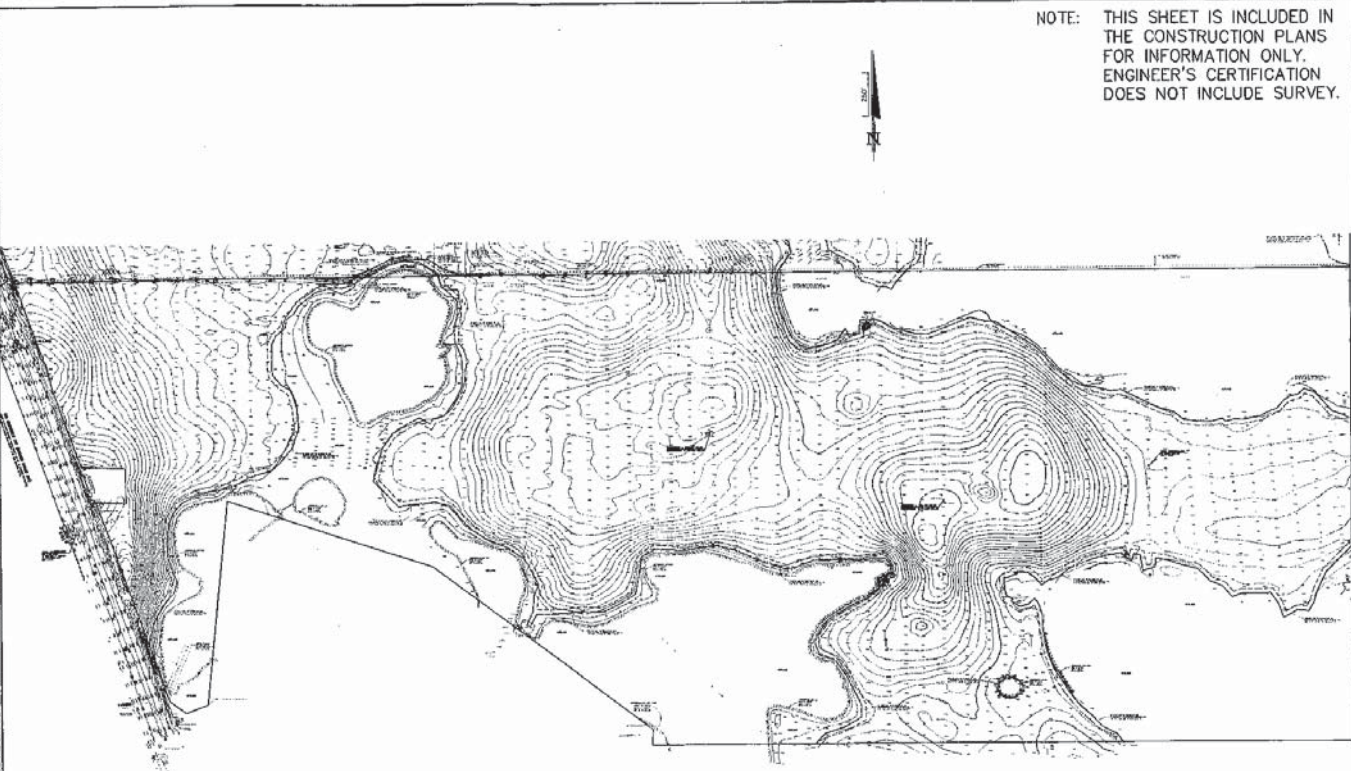
COMMENTS _____

PRELIMINARY/FINAL DEVELOPMENT REVIEW

APPROVAL _____

DATED _____ (SIGNED BY PLANNING & DEVELOPMENT SERVICES FOR REGION)

Submitted: 04/01/08 Date Published: 06/19/08



NOTE: THIS SHEET IS INCLUDED IN THE CONSTRUCTION PLANS FOR INFORMATION ONLY. ENGINEER'S CERTIFICATION DOES NOT INCLUDE SURVEY.

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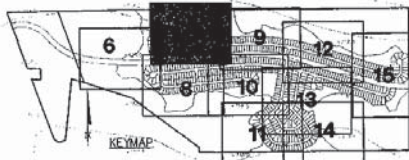
TYPICAL LOT PLAN
NES

NOTE: SEE SHEETS 17 TO 40
FOR ADDITIONAL DRAINAGE
STRUCTURE INFORMATION.

SEE SHEET 41 FOR
LOT GRADING TYPE
DETAILS.

PROPERTY
BOUNDARY

SMA-10 (MET)
TOP 118.0
LOW 117.0
55'W/24'N-0'W 113.75
2007/24'N 0'W 114.02



KEYMAP

SUPERIOR BOULEVARD

36" FENCE

SAWCRASS BAY

SAWCRASS BAY

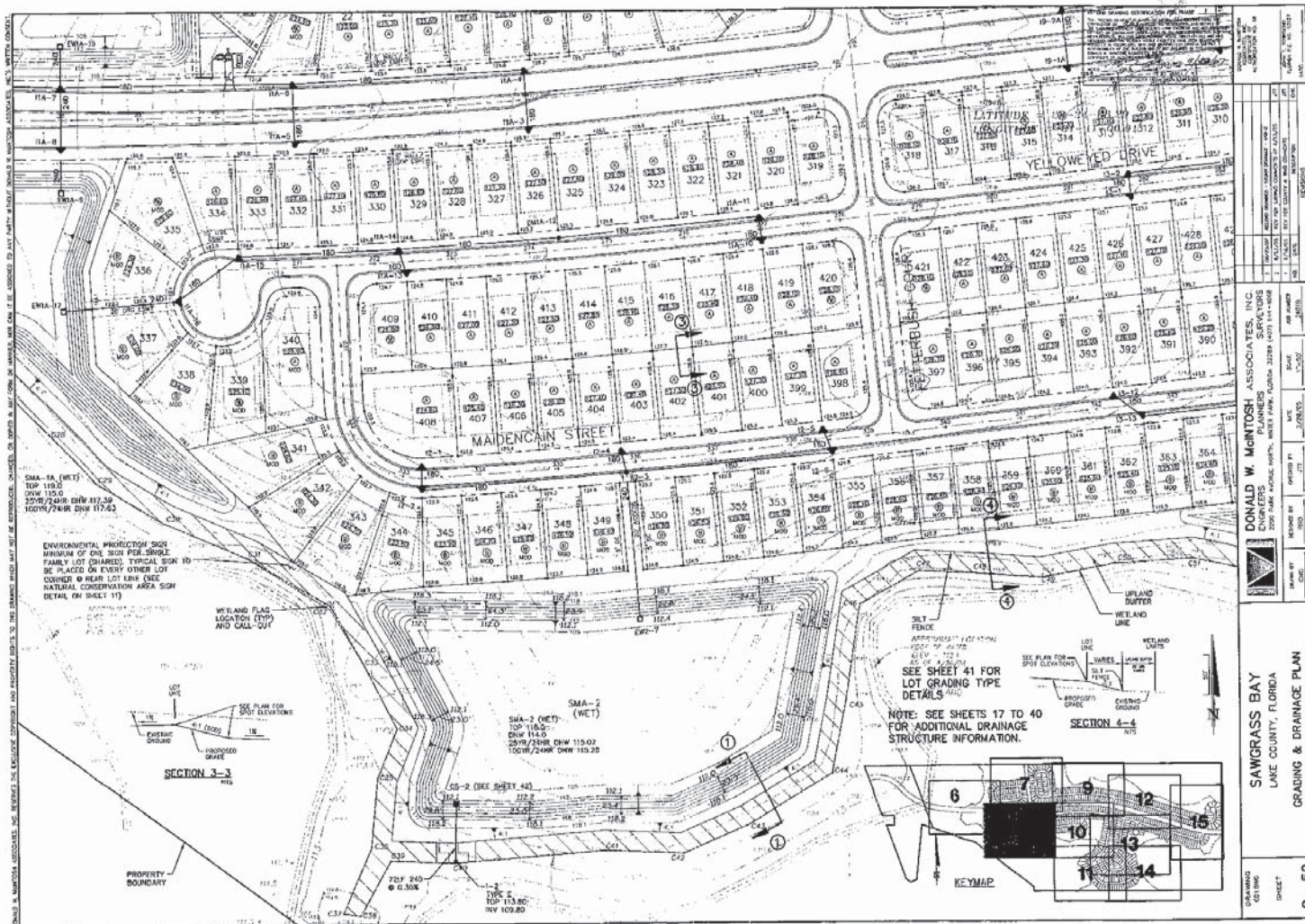
SAWCRASS BAY

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS
200 PARK VILLAS, SUITE 101, WEST PALM BEACH, FLORIDA 33411-4004
PHONE: (561) 841-1000
FAX: (561) 841-1001
WWW.DWMACINTOSH.COM

SAWCRASS BAY
LAKE COUNTY, FLORIDA
GRADING & DRAINAGE PLAN

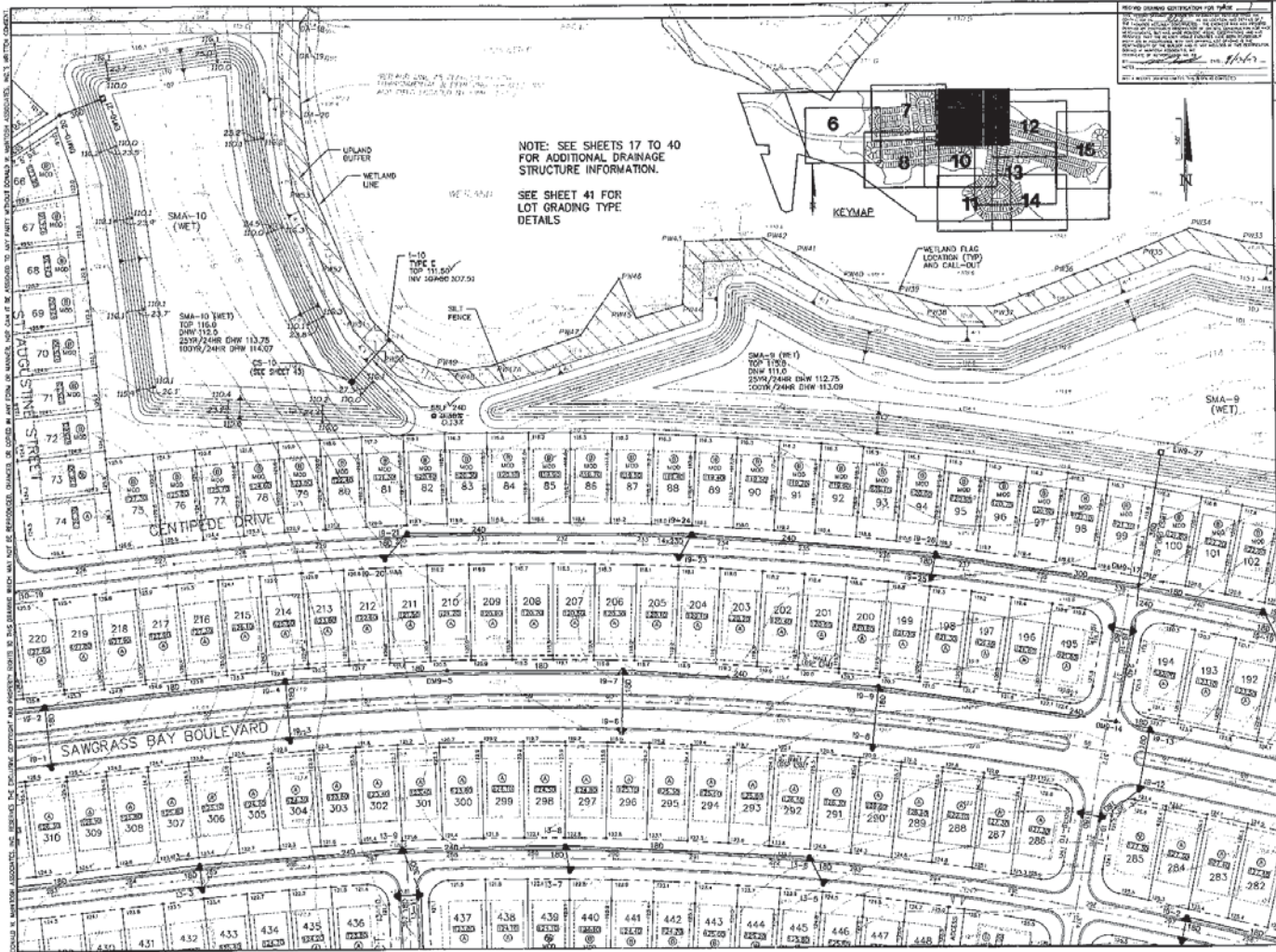
DATE: 11/15/07
BY: JMM
CHECKED BY: JMM
APPROVED BY: JMM

SHEET 7 OF 52



SAWGRASS BAY LAKE COUNTY, FLORIDA GRADING & DRAINAGE PLAN	
DONALD W. MCINTOSH ASSOCIATES, INC. CIVIL ENGINEERS 2200 PARK AVENUE NORTH, SUITE 100 BOCA RATON, FLORIDA 33433 PHONE: (407) 344-4000 FAX: (407) 344-4001 E-MAIL: DWM@DWMAC.COM	DATE: 11/20/01 DRAWN BY: JTT CHECKED BY: JTT IN CHARGE: JTT SCALE: AS SHOWN SHEET: 8 OF 52

SAWGRASS BAY
LAKE COUNTY, FLORIDA
GRADING & DRAINAGE PLAN
SHEET 9 OF 52



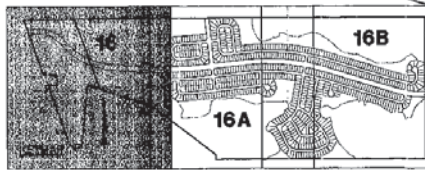
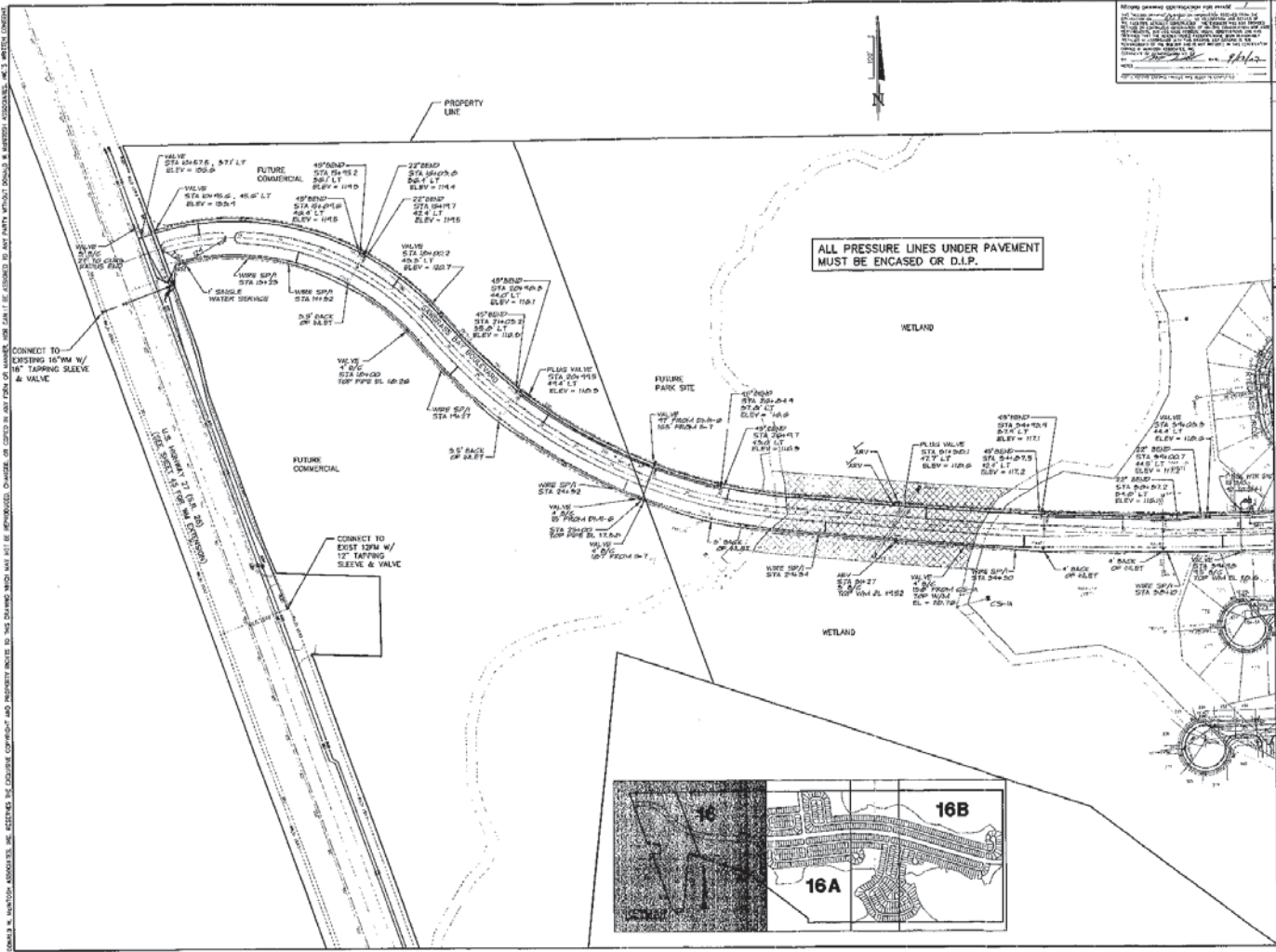
REVISIONS
1. 01/15/2011
2. 01/15/2011
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SAWGRASS BAY
LAKE COUNTY, FLORIDA
GRADING & DRAINAGE PLAN
SHEET 9 OF 52

DONALD W. MCINTOSH ASSOCIATES, INC.
SURVEYORS
PLANNERS
ENGINEERS
2000 PARK AVENUE NORTH, SUITE 100
DADE CITY, FLORIDA 34608
TEL: 813-841-1000
FAX: 813-841-1001
WWW.DWMACINTOSH.COM

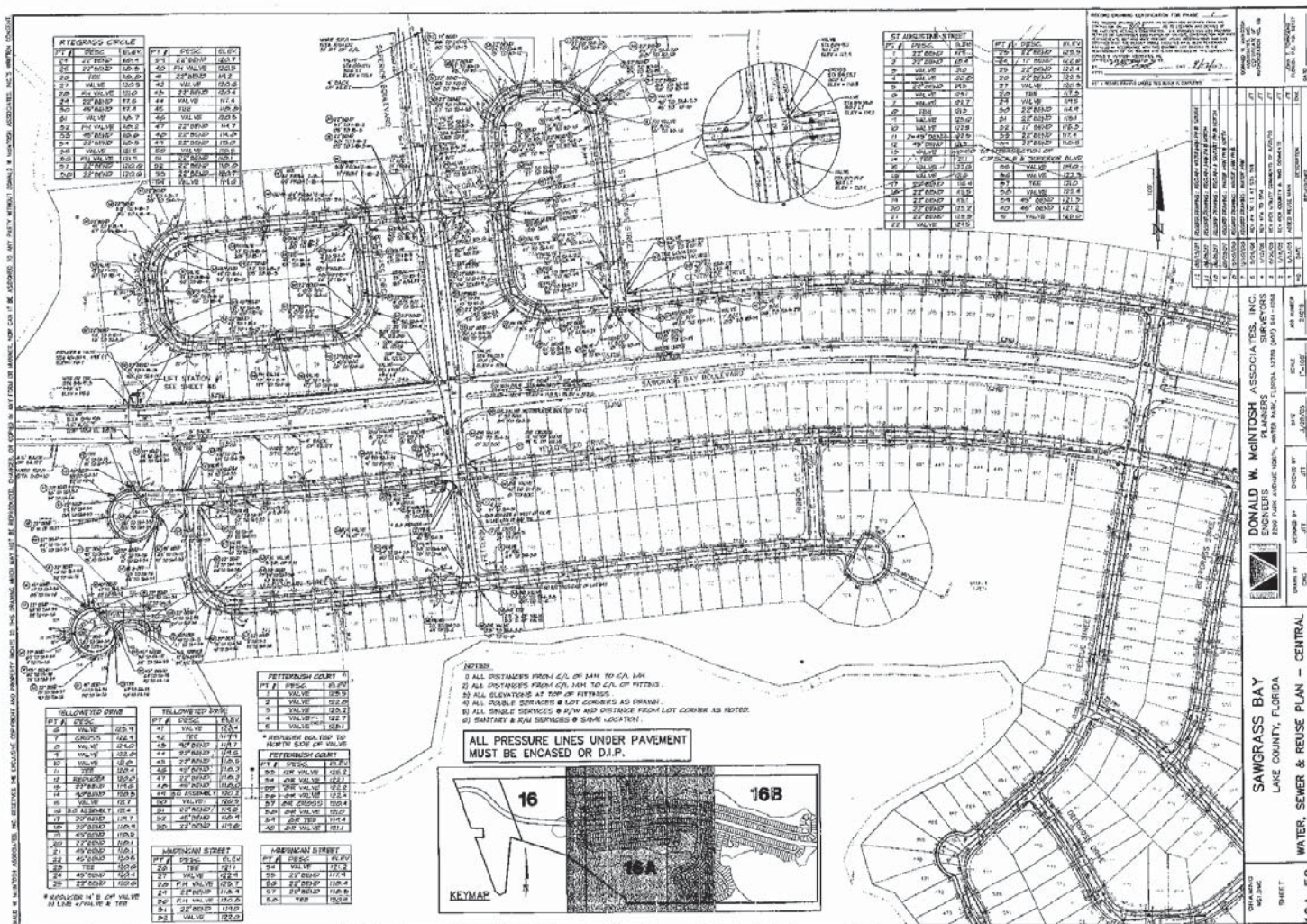
DATE: 01/15/2011
SCALE: AS SHOWN
PROJECT: SAWGRASS BAY
SHEET: 9 OF 52

DONALD W. MCINTOSH ASSOCIATES, INC.
 1600 N. W. 10th Avenue, Suite 200
 Fort Lauderdale, Florida 33304
 TEL: (305) 555-1234 FAX: (305) 555-1235
 WWW: WWW.DWMA.COM



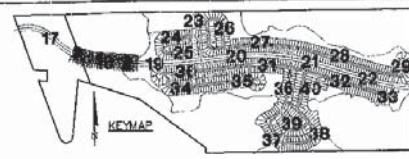
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL ELEVATIONS ARE IN FEET ABOVE MEAN SEA LEVEL.
 3. ALL PIPE SIZES ARE IN INCHES.
 4. ALL VALVES ARE 12" UNLESS OTHERWISE NOTED.
 5. ALL MANHOLES ARE 48" UNLESS OTHERWISE NOTED.
 6. ALL STRUCTURES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 7. THE DESIGNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT.
 8. THE DESIGNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT.
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DONALD W. MCINTOSH ASSOCIATES, INC. SURVEYORS ENGINEERS	
PROJECT NO. 16-052 SHEET NO. 16 OF 52	DATE: 1/1/2000 DRAWN BY: J. J. JONES CHECKED BY: J. J. JONES APPROVED BY: J. J. JONES
SAWGRASS BAY LAKE COUNTY, FLORIDA WATER, SEWER & REUSE PLAN - WEST	

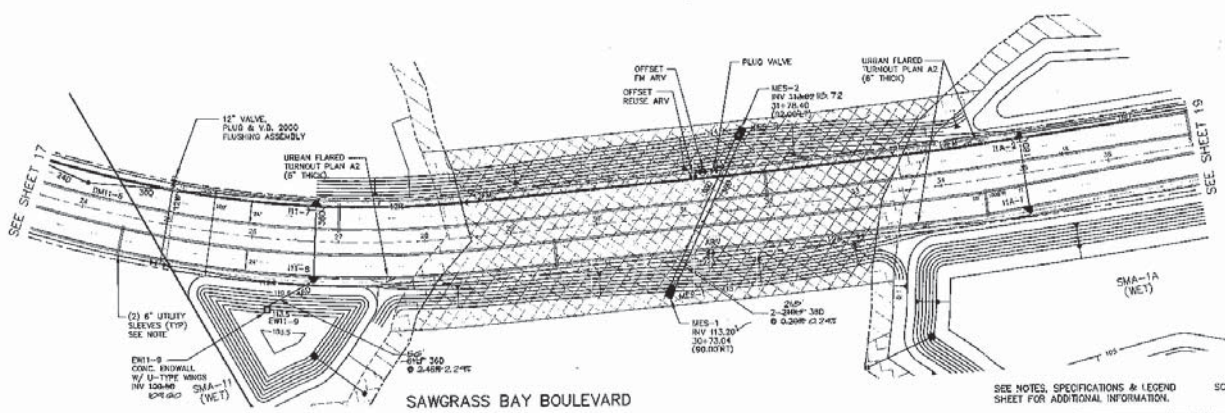


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NOTE:
ALL UTILITY SLEEVE LOCATIONS
SHALL BE IDENTIFIED BY
PVC C, 200 PINE SLEEVES, CAPPED
EACH END TO BE TERMINATED 2' MIN. BEYOND
CURB OR SURFACE AS SHOWN. EACH END
TO BE MARKED FOR FUTURE LOCATION AND
RETRIEVAL. COVER DEPTH = 24" MIN.

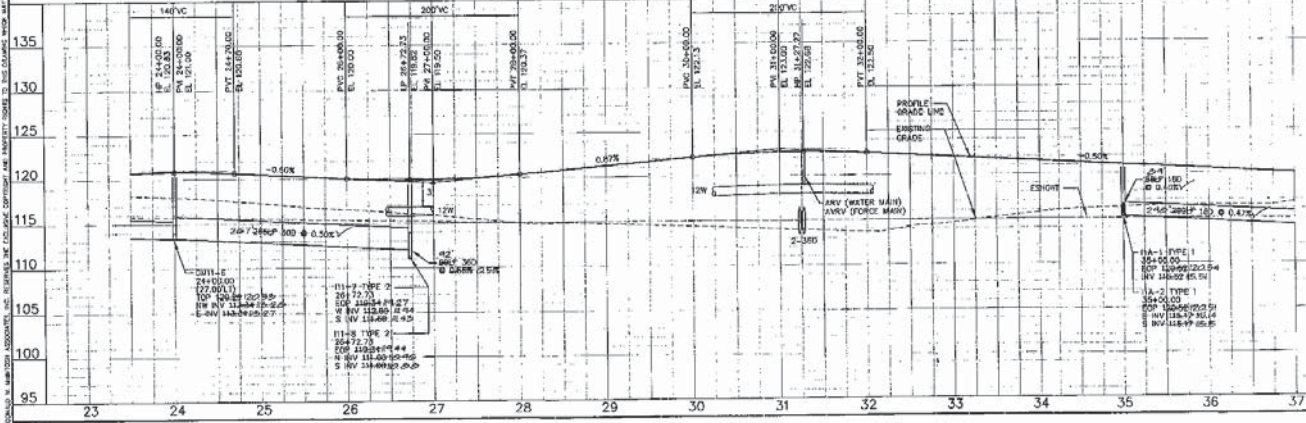


REVISIONS
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SEE NOTES, SPECIFICATIONS & LEGEND
SHEET FOR ADDITIONAL INFORMATION.

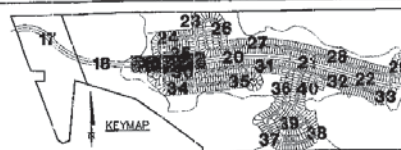
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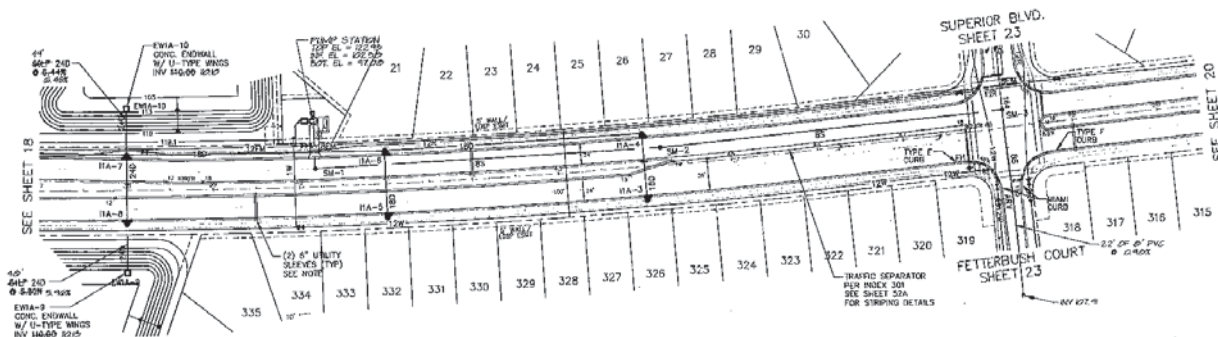
DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS 2200 PARK AVENUE, SUITE 100, FORT LAUDERDALE, FL 33309 (954) 575-1100 WWW.DWMACINTOSH.COM		SAWGRASS BAY LAKE COUNTY, FLORIDA PLAN & PROFILE SAWGRASS BAY BOULEVARD	
PROJECT NO.	1000000000	SHEET NO.	18 OF 52
DATE	10/1/00	BY	JLM
CHECKED BY	JLM	DATE	10/1/00
APPROVED BY	JLM	DATE	10/1/00

POINT #	ELEVATION	DATE
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NOTE:
ALL UTILITY SURVEY LOCATIONS
SHALL BE MARKED WITH
PVC OR 200 RING SLEEVES, CAPPED
EACH END TO BE IDENTIFIED 2' MIN. BEHIND
CURB OR SIDEWALK AS SHOWN. EACH END
TO BE MARKED FOR FUTURE LOCATION AND
RETRIEVAL. COVER DEPTH = 24" MIN.



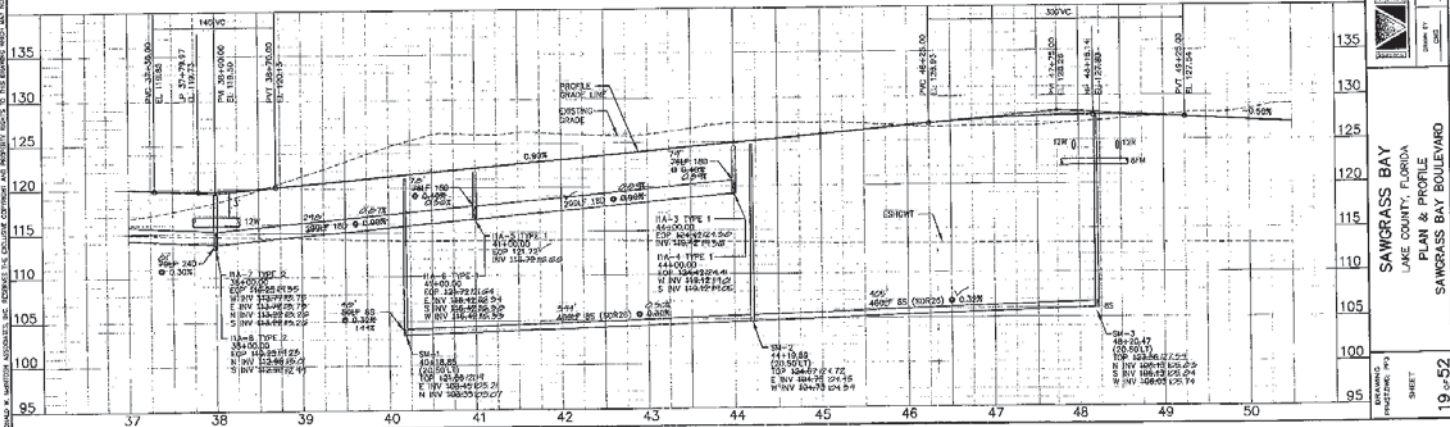
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SUPERIOR BOULEVARD 164+27.37-
FETTERBUSH COURT 164+27.37



SAWGRASS BAY BOULEVARD

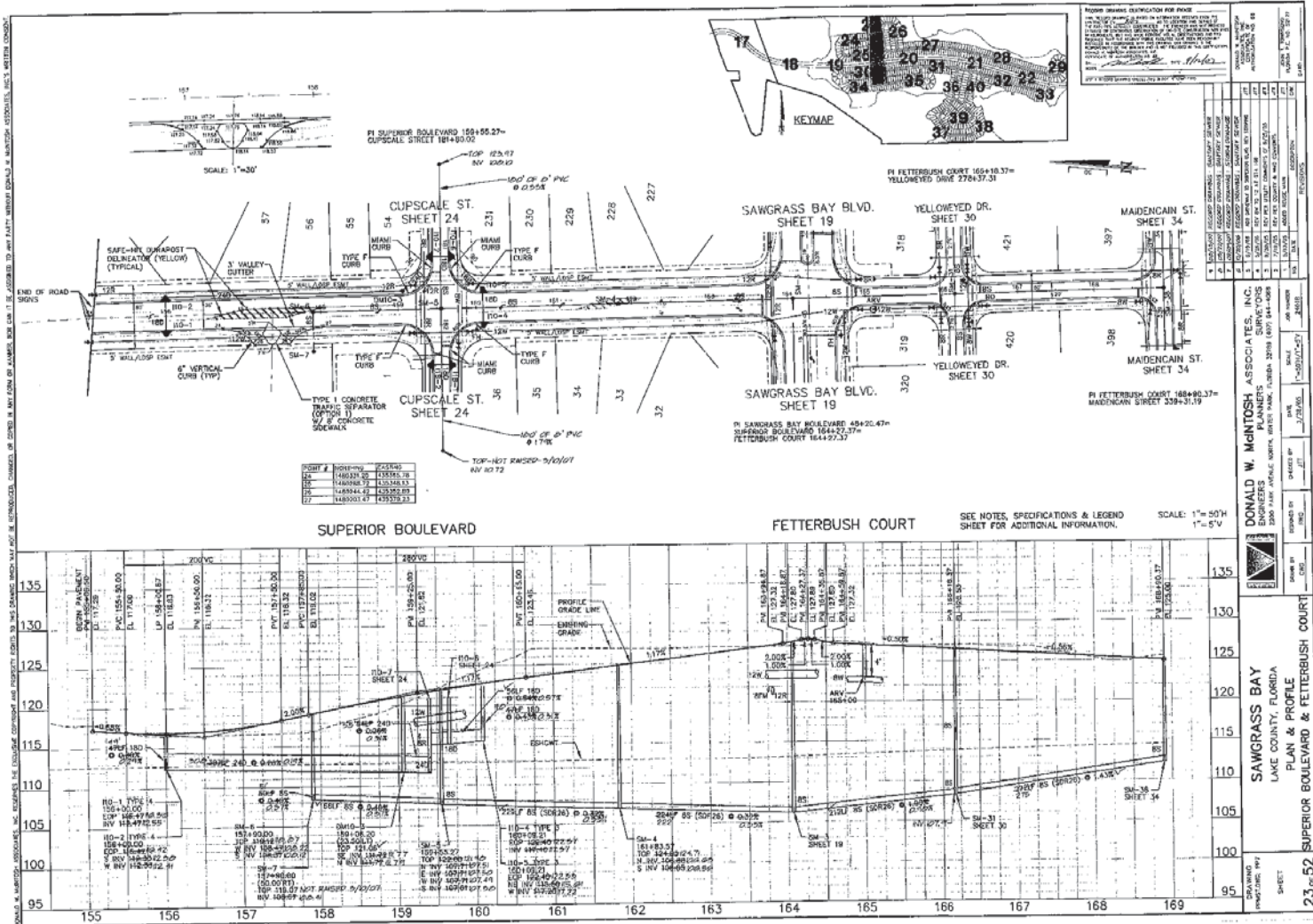
SEE NOTES, SPECIFICATIONS & LEGEND
SHEET FOR ADDITIONAL INFORMATION.

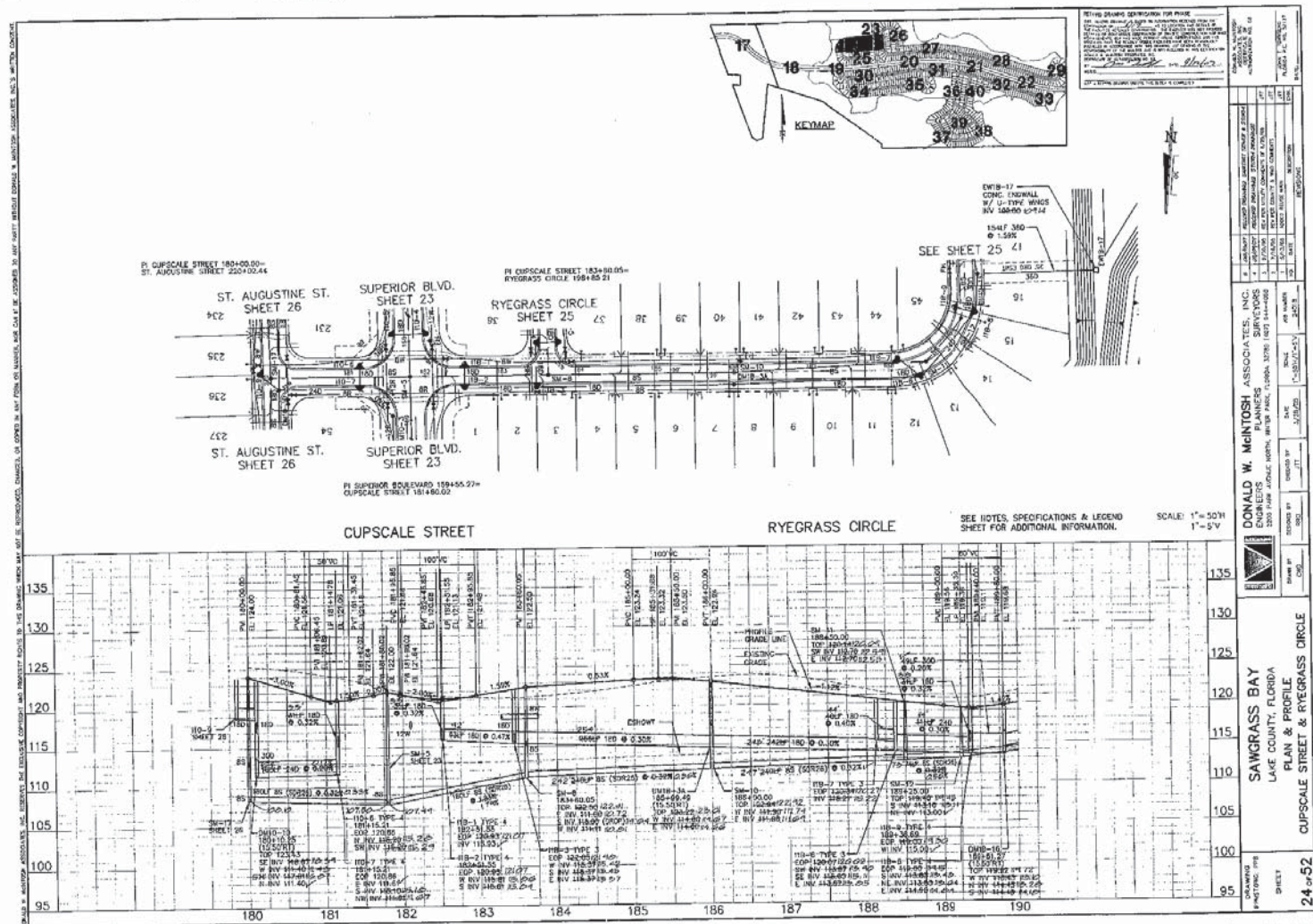
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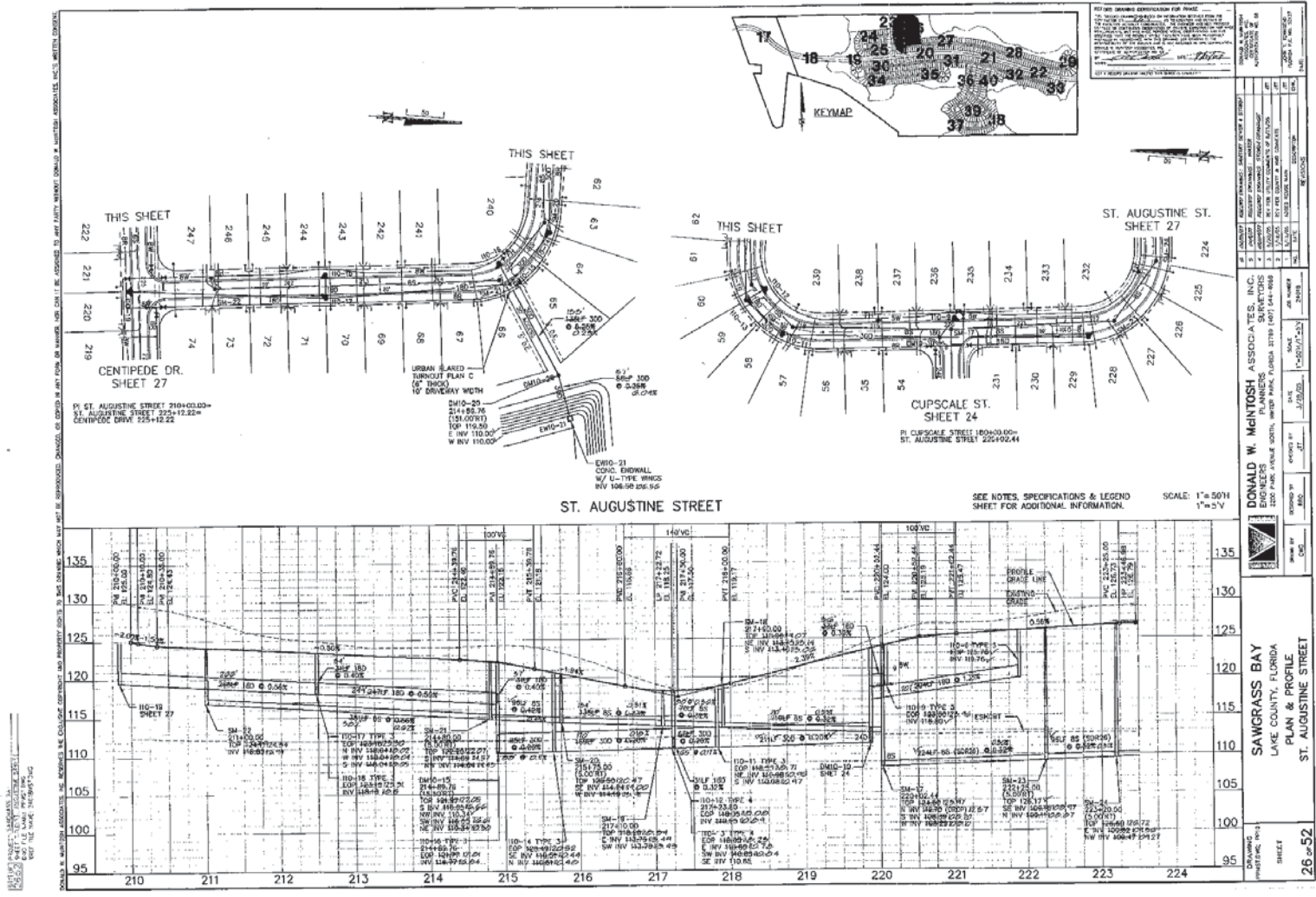
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5	PROJECT NAME	DATE	12/10/77
6	PROJECT LOCATION	DATE	12/10/77
7	PROJECT DESCRIPTION	DATE	12/10/77
8	PROJECT OWNER	DATE	12/10/77
9	PROJECT ENGINEER	DATE	12/10/77
10	PROJECT SURVEYOR	DATE	12/10/77
11	PROJECT DRAFTER	DATE	12/10/77
12	PROJECT CHECKER	DATE	12/10/77
13	PROJECT APPROVER	DATE	12/10/77
14	PROJECT REVIEWER	DATE	12/10/77
15	PROJECT FINALER	DATE	12/10/77
16	PROJECT CLOSING	DATE	12/10/77
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SAWGRASS BAY
LAKE COUNTY, FLORIDA
PLAN & PROFILE
SAWGRASS BAY BOULEVARD
19 of 52





DATE OF BIRTH: JANUARY 04
LAST NAME: GARCIA, JUAN A. MARISSA PEREZ
AND FILE NAME: 990106
KEY FR.: NAME, DIGESTING

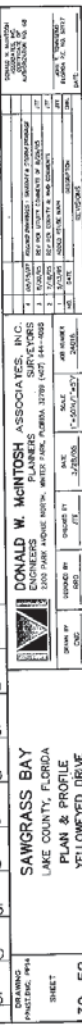


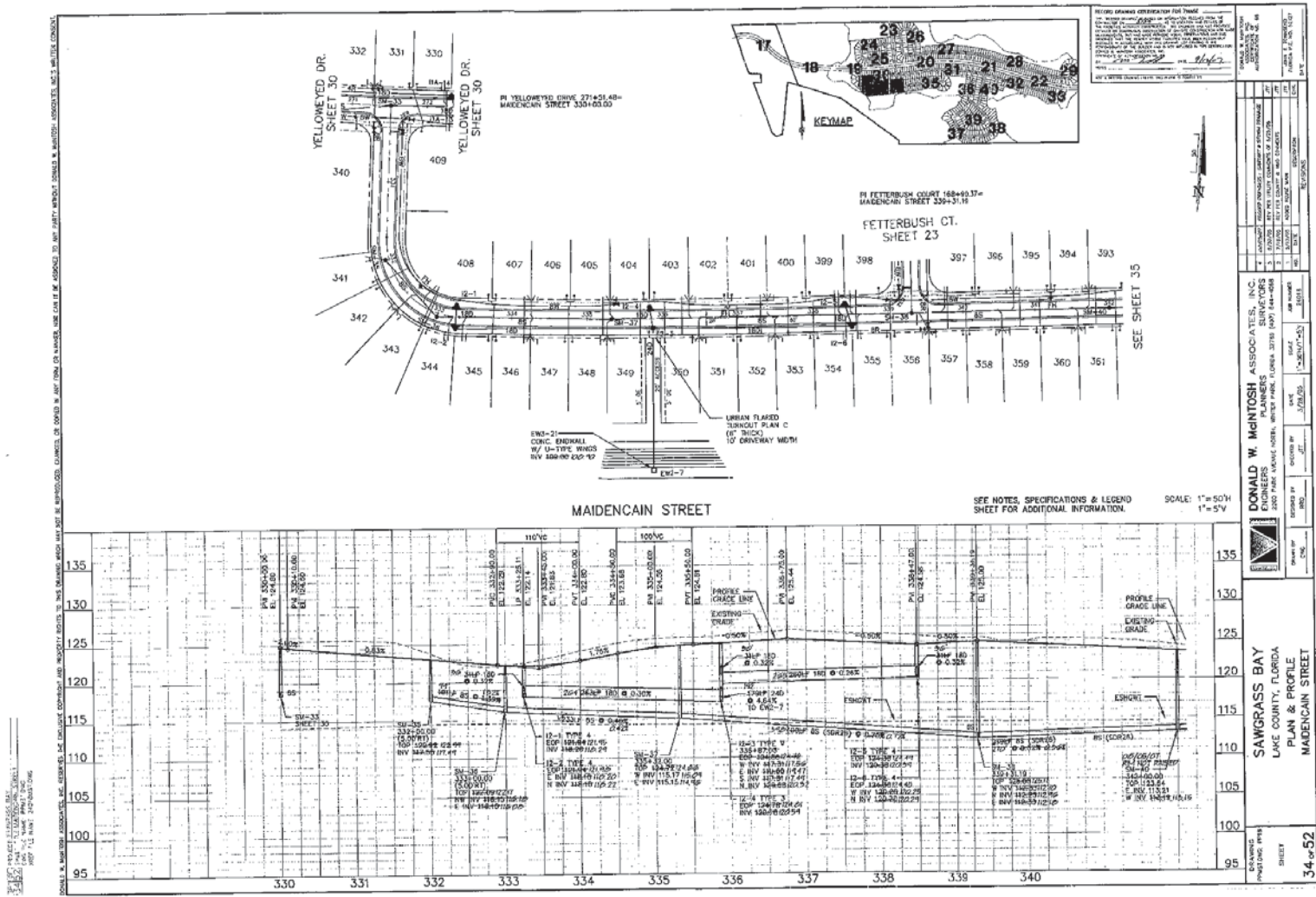
SAWGRASS BAY
LAKE COUNTY, FLORIDA
PLAN & PROFILE
ST. AUGUSTINE STREET

26 of 52

DONALD W. MCINTOSH ASSOCIATES, INC.
REGISTERED PROFESSIONAL ENGINEER
1000 PINE AVENUE, SUITE 100, ST. AUGUSTINE, FLORIDA 32080
TEL: 321-280-1234 FAX: 321-280-1235

PROJECT: SAWGRASS BAY LANE, ST. AUGUSTINE, FLORIDA
DATE: 10/15/03
SCALE: 1"=50' H, 1"=5' V
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]



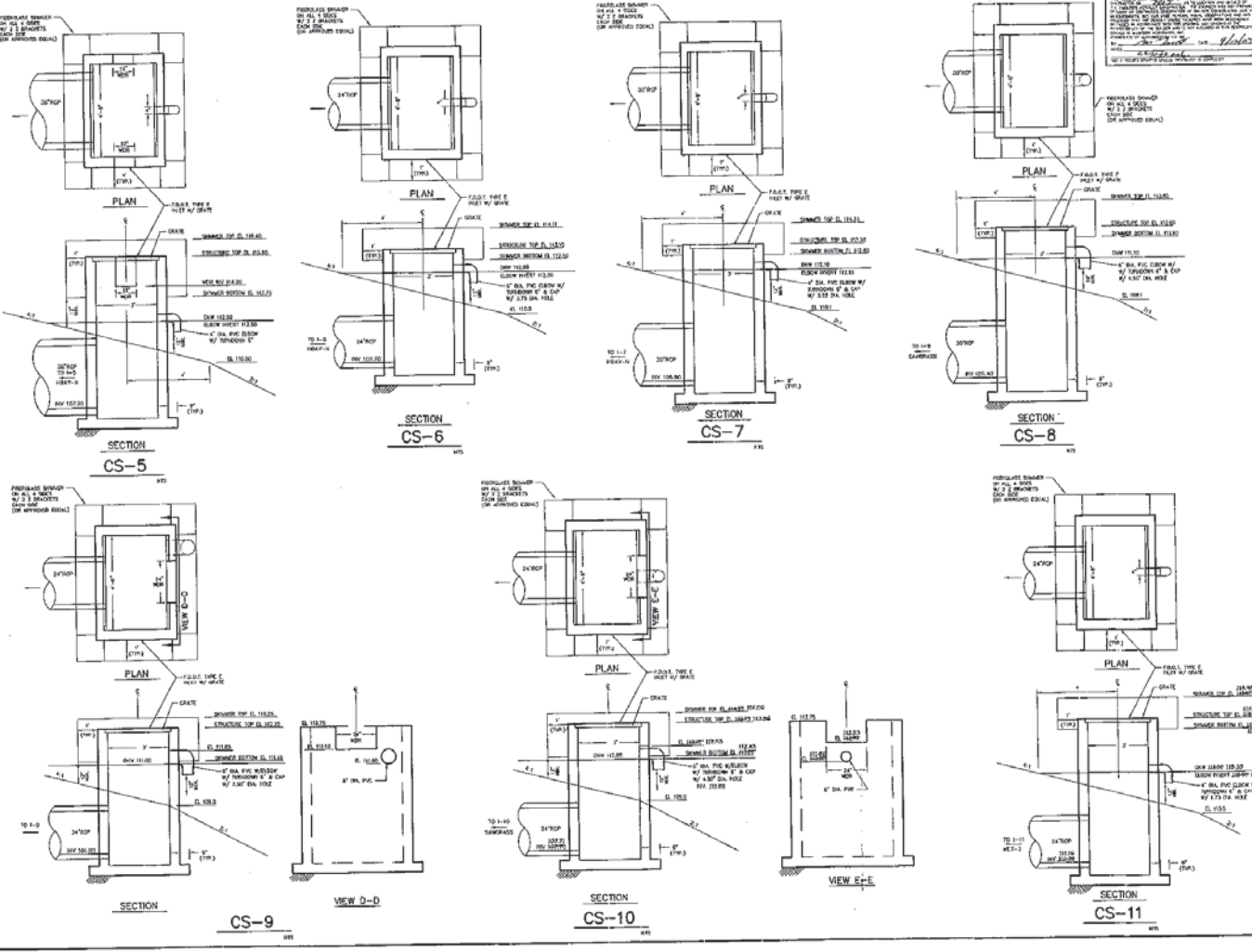


SAWGRASS BAY
LAKE COUNTY, FLORIDA
PLAN & PROFILE
MAIDEN CAIN STREET

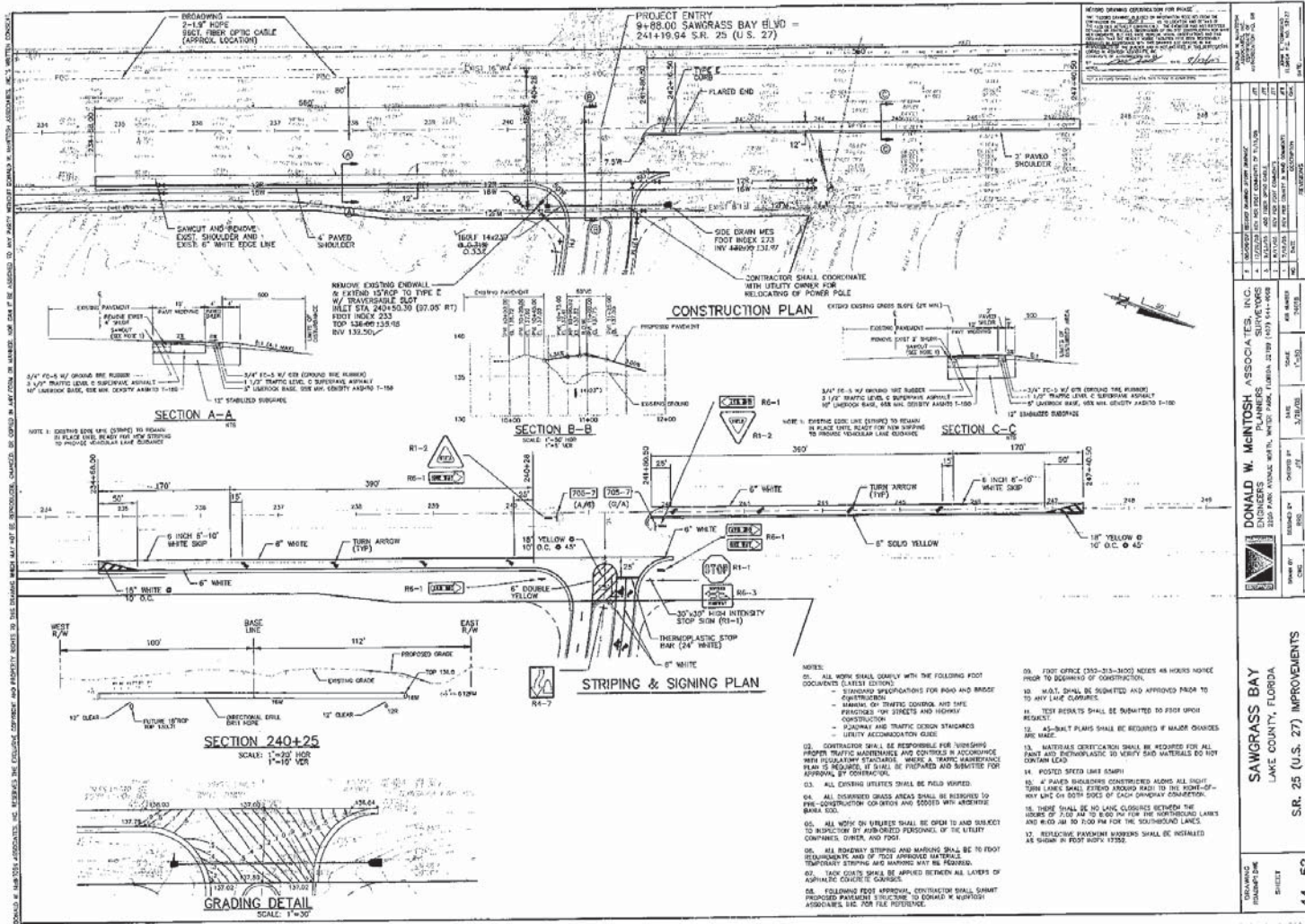
34-52

SAWGRASS BAY
LAKE COUNTY, FLORIDA
CONTROL STRUCTURE DETAILS

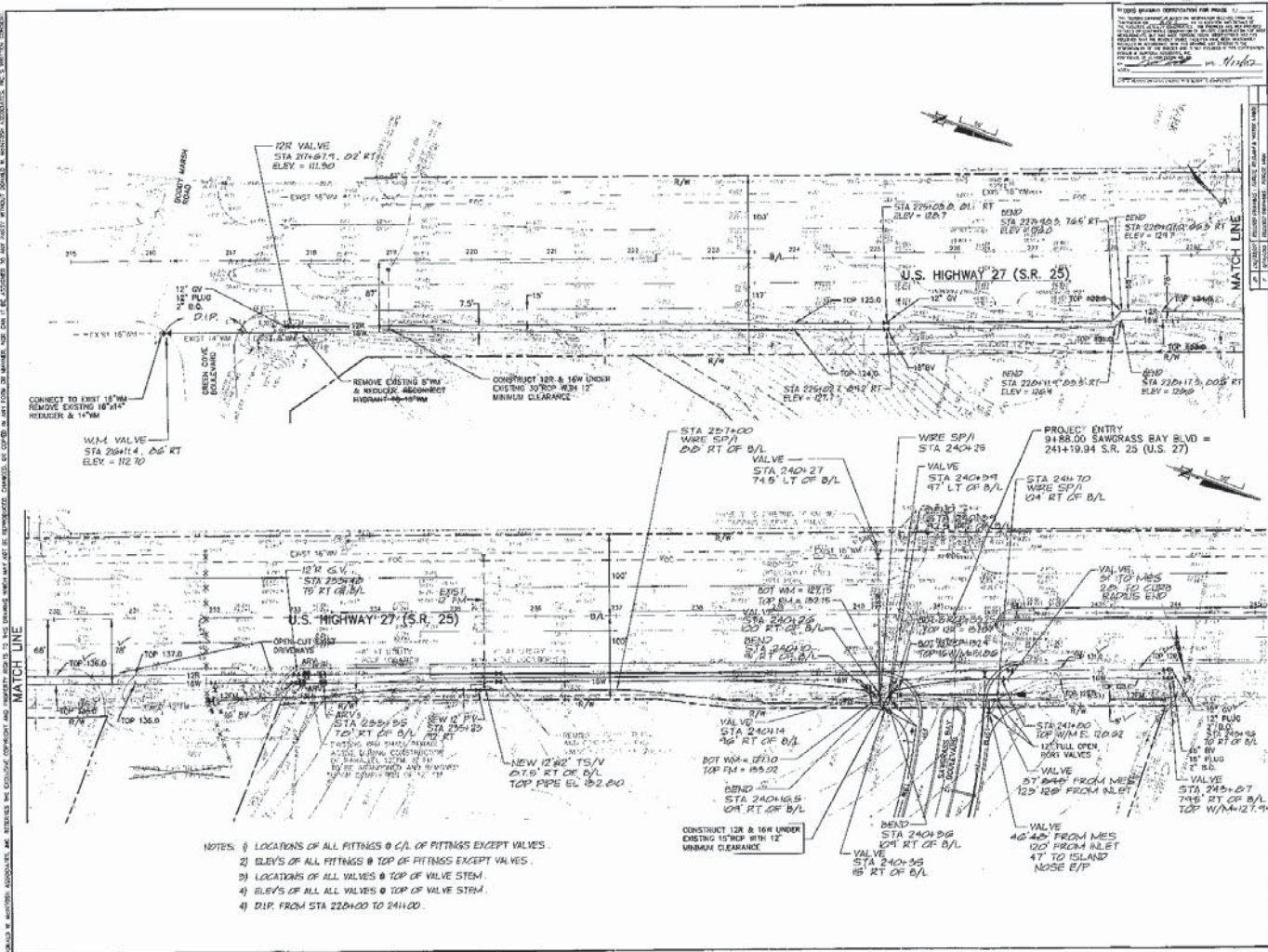
REVISIONS
NO. 1
DATE
BY
REASON
NO. 2
DATE
BY
REASON
NO. 3
DATE
BY
REASON



<p>FOR THE RECORD: THIS DRAWING IS THE PROPERTY OF DONALD W. McINTOSH ASSOCIATES, INC. IT IS TO BE USED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF DONALD W. McINTOSH ASSOCIATES, INC.</p>	
<p>PROJECT: SAWGRASS BAY LAKE COUNTY, FLORIDA CONTROL STRUCTURE DETAILS</p>	
<p>DATE: 10/10/00 BY: J. McINTOSH CHECKED: J. McINTOSH APPROVED: J. McINTOSH</p>	<p>SCALE: AS SHOWN SHEET: 43 OF 52</p>



DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS 2500 PARK AVENUE, SUITE 100, FORT LAUDERDALE, FL 33309 PHONE: 353-353-3000 FAX: 353-353-3001 WWW.DWMACINTOSH.COM		DATE: 11/11/11 DRAWING NO.: 11-11-11 SHEET: 44 OF 52
PROJECT: SAWGRASS BAY LAKE COUNTY, FLORIDA S.R. 25 (U.S. 27) IMPROVEMENTS		DRAWING: 11-11-11 SHEET: 44 OF 52

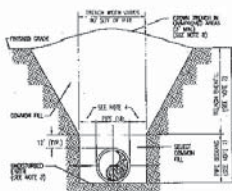


- NOTES:
- 1) LOCATIONS OF ALL FITTINGS @ C/L OF FITTINGS EXCEPT VALVES.
 - 2) ELEVATIONS OF ALL FITTINGS @ TOP OF FITTINGS EXCEPT VALVES.
 - 3) LOCATIONS OF ALL VALVES @ TOP OF VALVE STEM.
 - 4) ELEVATIONS OF ALL VALVES @ TOP OF VALVE STEM.
 - 5) D.I.P. FROM STA 226+00 TO 241+00.

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 4/16/02

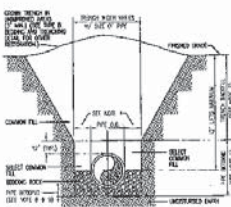
DONALD W. MANTOSH ASSOCIATES, INC. SURVEYORS ENGINEERS	
2800 PARK AVENUE, SUITE 100, FORT LAUDERDALE, FL 33309	
PROJECT NO.	02-001
DATE	4/16/02
SCALE	1" = 40'
SHEET	45-52

NOTE: THIS SHEET CONTAINS STANDARD DRAWINGS AND NOTES OF THE UTILITY SERVICE PROVIDED. IT MAY CONTAIN INFORMATION THAT DIFFERS FROM THAT CONTAINED IN PROJECT NOTES. SPECIFICATIONS AND DETAILS SHOWN ELSEWHERE IN THE PLANS, TYPICALLY, THE MORE STRINGENT REQUIREMENTS SHALL APPLY, SUBJECT TO DETERMINATION BY THE ENGINEER AND THE UTILITY SERVICE PROVIDER. ITEMS SHOWN THAT MAY BE OUTSIDE OF THE SCOPE OF THE PROJECT, ENGINEER ARE NOT INCLUDED IN THE ENGINEER'S CERTIFICATION.



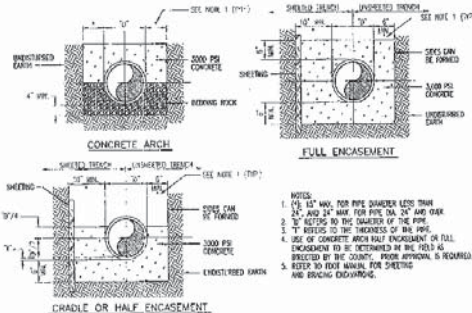
- NOTES:
1. PIPE BEDDING SHALL BE CONFORM TO THE 12\"/>
 - 2. TRENCH DRAIN SHALL BE 12\"/>
 - 3. TRENCH DRAIN SHALL BE 12\"/>
 - 4. TRENCH DRAIN SHALL BE 12\"/>
 - 5. TRENCH DRAIN SHALL BE 12\"/>
 - 6. TRENCH DRAIN SHALL BE 12\"/>
 - 7. TRENCH DRAIN SHALL BE 12\"/>
 - 8. TRENCH DRAIN SHALL BE 12\"/>

TYPE A BEDDING AND TRENCHING DETAIL



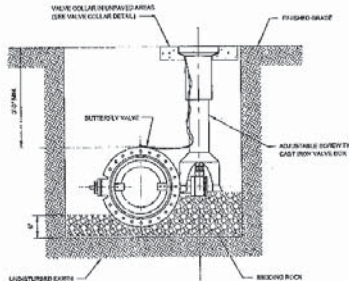
- NOTES:
1. PIPE BEDDING SHALL BE CONFORM TO THE 12\"/>
 - 2. TRENCH DRAIN SHALL BE 12\"/>
 - 3. TRENCH DRAIN SHALL BE 12\"/>
 - 4. TRENCH DRAIN SHALL BE 12\"/>
 - 5. TRENCH DRAIN SHALL BE 12\"/>
 - 6. TRENCH DRAIN SHALL BE 12\"/>
 - 7. TRENCH DRAIN SHALL BE 12\"/>
 - 8. TRENCH DRAIN SHALL BE 12\"/>

TYPE A BEDDING AND TRENCHING DETAIL



- NOTES:
1. 12\"/>
 - 2. 12\"/>
 - 3. 12\"/>
 - 4. 12\"/>
 - 5. 12\"/>

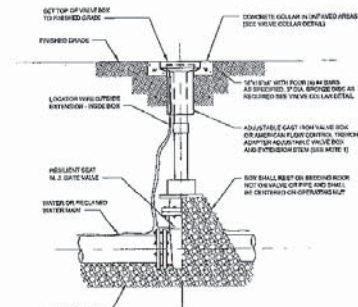
CONCRETE ARCH AND ENCASEMENT DETAILS



- NOTES:
1. VALVE COLLAR SHALL NOT BE USED ON VALVE BOX INSTALLATION.
 2. ALL WATER AND REINFORCED ARMED SHALL BE VALVE BOXES AND VALVE COLLARS SHALL BE BUTTERFLY VALVES.

BUTTERFLY VALVE AND BOX DETAIL

UTILITIES, INC. OF FLORIDA	DATE: 12/1/10	GENERAL DETAILS	BY: J. L. B.
10000 N. W. 10TH AVE.	AL: 10000	BUTTERFLY VALVE AND BOX DETAIL	Q-8



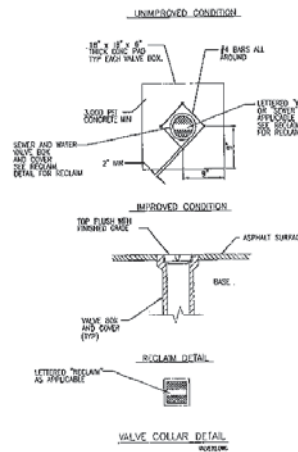
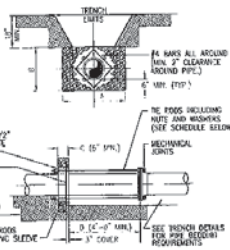
- NOTES:
1. VALVE COLLAR SHALL NOT BE USED ON VALVE BOX INSTALLATION EXCEPT FOR THE AMERICAN STANDARD BUTTERFLY VALVE BOXES OF 12\"/>
 - 2. COVER SHALL BE MARKED "VALVE" "UNCLAMPED" "TYPE" OR "VALVE" AS APPROPRIATE.
 - 3. VALVE SHALL NOT BE LOCATED IN DRAINAGE.

VALVE AND VALVE BOX DETAIL

UTILITIES, INC. OF FLORIDA	DATE: 12/1/10	GENERAL DETAILS	BY: J. L. B.
10000 N. W. 10TH AVE.	AL: 10000	VALVE AND VALVE BOX DETAIL	Q-1

DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS 2700 PARK AVENUE, SUITE 100, JACUZA, FL 32140-4000 PHONE: 407-444-4000 FAX: 407-444-4001 WWW: WWW.DWMACINTOSH.COM		SHEET NO. 46 OF 52 PROJECT NO. 10-00000000-0000 DATE: 12/1/10 BY: J. L. B. CHECKED: J. L. B. APPROVED: J. L. B.
SAWGRASS BAY LAKE COUNTY, FLORIDA WATER SYSTEM DETAILS		46 OF 52

Other Pipe	Horizontal Separation	Crownings (1)	Joint Spacing & Crownings (Joint Point Centred)
Storm Sewer, Sanitary Sewer, Water Main, Sanitized Water (2)	<p>Water Main</p> <p>3 ft. minimum</p>	<p>Water Main</p> <p>8 inches preferred 12 inches minimum</p>	<p>Water Main</p> <p>3 ft. minimum</p> <p>8 inches preferred 12 inches minimum</p>
Vacuum Sanitary Sewer	<p>Water Main</p> <p>2 ft. preferred 2 ft. minimum</p>	<p>Water Main</p> <p>8 inches preferred 4 inches minimum</p>	<p>Water Main</p> <p>3 ft. minimum</p> <p>8 inches preferred 4 inches minimum</p>
Gravel or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Sanitized Water (2)	<p>Water Main</p> <p>10 ft. preferred 4 ft. minimum</p>	<p>Water Main</p> <p>12 inches preferred 8 inches minimum</p>	<p>Water Main</p> <p>6 ft. minimum</p> <p>12 inches preferred 8 inches minimum</p>
Gravel Sewage Treatment &	10 ft. minimum		



- NOTES:
1. ADDITIONAL REINFORCEMENTS SHALL BE AS SPECIFIED BY THE ENGINEER.
 2. MINIMUM COMPRESSIVE STRENGTH FOR CONCRETE SHALL BE 3000 PSI.
 3. BEDDING, BACKFILL, AND COMPACTION SHALL BE AS SPECIFIED ELSEWHERE IN THE STANDARD DRAWINGS.
 4. ALL FORM BOARDS SHALL BE REMOVED PRIOR TO BACKFILL.
 5. NO ALLOWANCE SHALL BE MADE FOR FRICTION BETWEEN THE PIPE WALL AND THE THRUST COLLAR.
 6. DESIGN PRESSURE: 150 P.S.I.

[illegible]

WATER MAIN
THRUST COLLAR DETAIL
(REQUIRES APPROVAL OF CITY ENGINEER)

NOTE: THIS SHEET CONTAINS STANDARD ORDINANCES AND NOTICES OF THE UTILITY SERVICE PROVIDER. IT MAY CONTAIN INFORMATION THAT DIFFERS FROM THAT CONTAINED IN PROJECT NOTES, SPECIFICATIONS AND DETAILS SHOWN ELSEWHERE IN THE PLANS. TYPICALLY, THE MORE STRINGENT REQUIREMENTS SHALL APPLY, SUBJECT TO DETERMINATION BY THE ENGINEER AND THE UTILITY SERVICE PROVIDER. ITEMS SHOWN THAT MAY BE OUTSIDE OF THE SCOPE OF THIS CONTRACT ARE NOT INCLUDED IN THE ENGINEER'S CERTIFICATION.

MIN LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTINGS: *												
	PIPE SIZE											
	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"	48"
90° BEND	45	50	55	72	84	111	126	158	165	203	237	242
45° BEND	19	20	24	30	36	47	75	86	92	116	135	140
22 1/2° BEND	13	13	17	20	24	31	38	58	66	86	105	107
90°	5	12	15	17	17	25	28	33	33	61	67	67
22 1/2° BEND	5	6	8	10	12	15	19	19	22	27	32	32
45°	5	6	7	9	9	11	14	17	17	29	29	34
22 1/2° BEND	5	5	4	5	5	8	8	11	11	14	14	15
PLUG ON BRANCH OF	99	128	157	187	246	246	301	360	240	442	327	327
TEE	99	128	157	187	246	246	301	360	240	442	327	327

* TO BE COMPLETED BY THE ENGINEER

- NOTES:**
1. PROVIDED AS THE MIN ALLOWABLE RESTRAINT PIPE LENGTHS FOR THE REQUIRED PRESSURE OF 150 PSI (PSIP OF 80% AND 100 PSI BOTTOM OF GROUND) SPECIFIC SOIL SURVEY SHALL BE REQUIRED TO DETERMINE FROM THE SURVEY SHALL BE REQUIRED.
 2. FITTINGS SHALL BE RESTRAINED UNLESS UNLESS OTHERWISE SPECIFIED.
 3. RUSTAL PIPES LENGTHS WITHIN TENSILE STRENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
 4. WHERE THE TENSILE STRENGTH IS NOT KNOWN, USE TENSILE STRENGTH OF THE LARGEST AVAILABLE RESTRAINED PIPE.
 5. USE TENSILE STRENGTH THROUGH THE TENSILE STRENGTH OF UNRESTRAINED JUNCTIONS FROM OTHER FITTINGS WHICH ARE NOT BEING USED FOR OTHER PURPOSES.
 6. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN THE MOST RESTRICTIVE DESIGN FOR TUBESIDE BOND PIPES AS PUBLISHED BY OTHER, WITH THE FOLLOWING ASSUMPTIONS:
RESTRAINED PRESSURE: 150 PSI
100 PSI
SOIL DESCRIPTION: 2,000 PSF
LADING CONDITIONS: MAX 5' COVER/1' TRENCH
 7. FOR PIPE ENCASED IN PORTLAND CEMENT, USE VALUES GIVEN IN PARETHESIS TO INCREASE THE GIVEN VALUE BY A FACTOR

RESTRAINED PIPE TABLE.

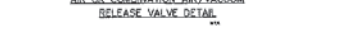
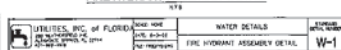
DONALD W. McINTOSH ASSOCIATES, INC.

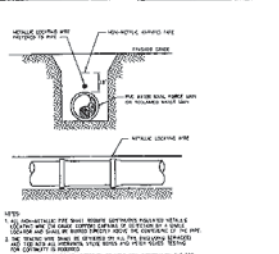
SAWGPASS BAY

WATER SYSTEM DETAILS

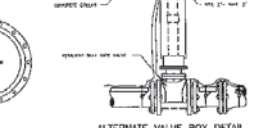
65A-59

65A-59





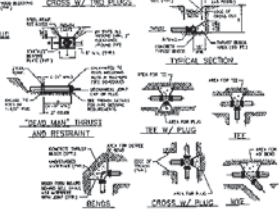
1. ALL ADJ-ADJUSTED PIRE ALL WINDING CONTAINMENTS WITHIN A LOCATION AND THE CABLE CANNOT BE PLACED BY A SINGLE LOCATION AND SHALL BE BURIED SEPARATELY ABOVE THE CONCRETE OF THE PIPE.
2. THE TRENCH SHALL BE EXPOSED ON ALL PIRE EXPOSURE SITUATIONS AND THE PIRE ALL WINDING SHALL BE BURIED SEPARATELY ABOVE THE CONCRETE OF THE PIPE.
3. THE TRENCH SHALL BE EXPOSED ON ALL PIRE EXPOSURE SITUATIONS AND THE PIRE ALL WINDING SHALL BE BURIED SEPARATELY ABOVE THE CONCRETE OF THE PIPE.
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10. THE TRENCH SHALL BE EXPOSED ON ALL PIRE EXPOSURE SITUATIONS AND THE PIRE ALL WINDING SHALL BE BURIED SEPARATELY ABOVE THE CONCRETE OF THE PIPE.




[illegible]

ALTERNATE VALVE BOX DETAIL

FLORIDA
FOR DETAILS

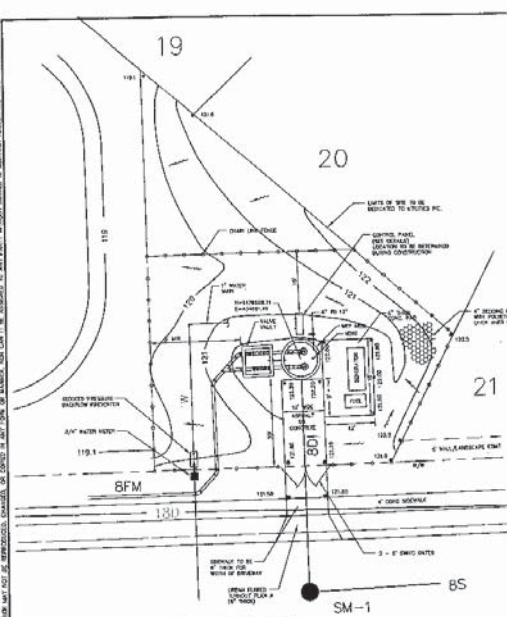
FLORIDA
FOR DETAILS



CROSS W/ PLUG CROSS W/ PLUG W/ PLUG



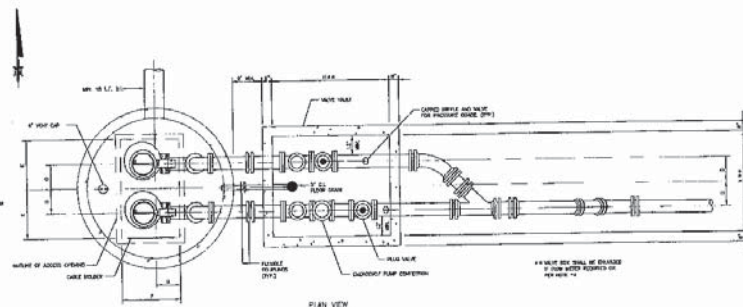


LIFT STATION SITE PLAN

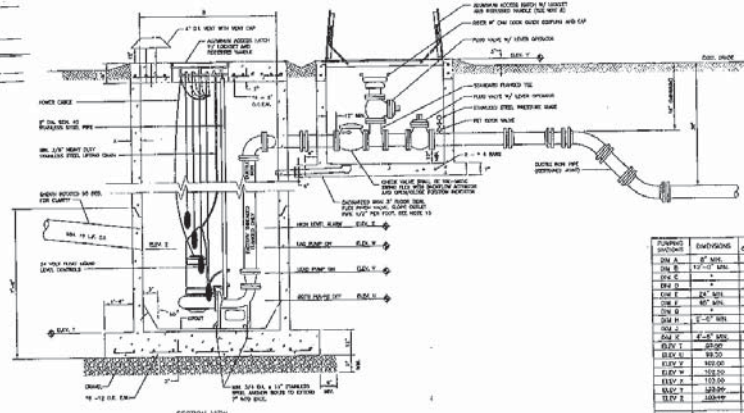
- GENERAL NOTES:
1. ALL EXPOSED METAL SHALL BE PAINTED WITH 2 COATS OF EXTERIOR ENAMEL PAINT.
 2. VALVE WELLS SHALL BE COATED WITH COAL TAR INSIDE AND OUT (TWO COATS, 2 MILS EACH).
 3. BASE AND FIRST RISE UNIT TO BE CAST MONOLITHIC.
 4. VALVE WELLS SHALL BE DESIGNED TO PERMIT EASY REMOVAL OF CHECK VALVE STRAINER WITH MINIMUM CLEARANCES AS SHOWN FOR 8" DIAMETER PIPE AND SMALLER. CLEARANCES SHALL INCREASE AS REQUIRED FOR LARGER PIPE SIZES.
 5. VALVE WELLS SHALL HAVE SOLID FLOOR AND DRAIN.
 6. ALL LOCATIONS WHERE PIPES ENTER OR LEAVE THE WET WELL OR VALVE WELLS SHALL BE MADE WATERPROOF WITH RUBBER SLEEVES OR NON-DRINK CEMENT. ALL ELECTRICAL CONDUITS IN WELLS TO BE SEALED.
 7. THERE SHALL BE NO VALVES OR ELECTRICAL JUNCTION BOXES IN WET WELL. ALL ELECTRICAL CABLES SHALL BE CONFINED TO CONDUIT PAPER OR BOX.
 8. WET WELL AND VALVE WELLS SHALL BE ALUMINUM WITH 316 S.S. HANGERS AND LOCK BOLTS. SIZE AS REQUIRED BY PUMP MANUFACTURER AND APPROVED BY MUEHLER, INC.
 9. FLEXIBLE COUPLING SHALL BE SLEEVE TYPE.
 10. PUMPS SHALL BE:

MANUFACTURER: WILCOX MODEL: CP-3000 HP: 454 DIA: 8"
 MIN. SPEED: 1750 RPM DISCHARGE: 372 GPM AT 110 FEET TDH @ MAXIMUM CONNECTION PRESSURE.
 112: 80 POWER: 3 HP IN: 3/4" VOLTAJE: 480
 MIN. SOLID SIZE: 1/2" CURVE: 3/4"

11. OPERATING CONDITIONS SHALL BE: 1,024 GPM AT 110 FEET TDH @ MAXIMUM CONNECTION PRESSURE.
12. OPERATING CONDITIONS SHALL BE: 1,024 GPM AT 110 FEET TDH @ MAXIMUM CONNECTION PRESSURE.
13. CONTRACTOR SHALL PROVIDE A TYPICAL FLEXIBLE PUMP TRAP DETAIL BETWEEN THE VALVE WELL AND WET WELL AS AN ALTERNATIVE TO THE FLOOR DRAIN SHOWN.
14. THROUGH PIPING TO BE 4" MINIMUM.
15. ALL INTERIOR SURFACES OF THE WETWELL SHALL BE LINED WITH AN ACRYL GURE-GRIP FLOOR LINER.
16. GROUND CONNECTION SHALL BE A 250 GPM GROUNDING DIESEL FUEL TANK ATTACHED WITH 250 GALLON DOUBLE WALL GROUNDING FUEL TANK.



PLAN VIEW



SECTION VIEW

PUMP STATION DETAILS
PLANS, SECTION, AND NOTES

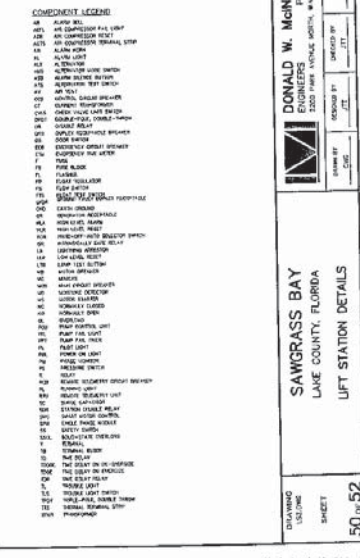
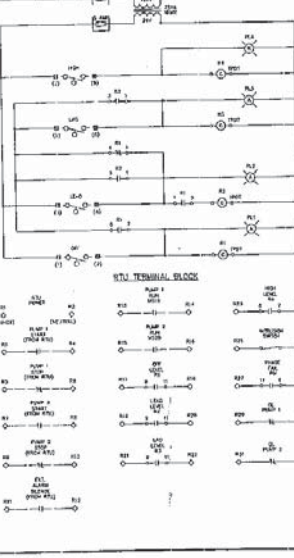
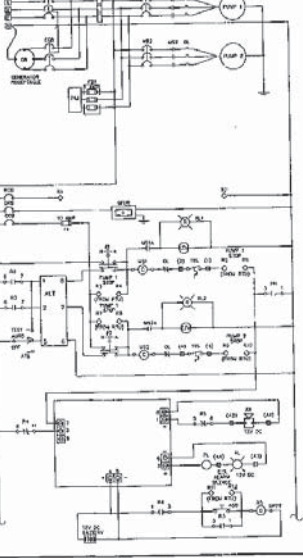
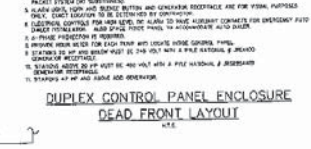
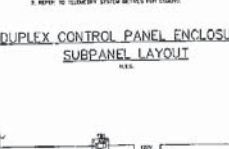
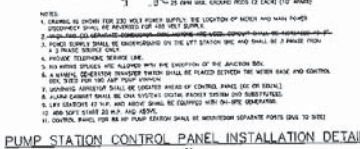
PUMP STATION	DISCHARGE	FLY AT CONNECTION
STATION 1	17.5" DIA.	
STATION 2	17.5" DIA.	
STATION 3	17.5" DIA.	
STATION 4	17.5" DIA.	
STATION 5	17.5" DIA.	
STATION 6	17.5" DIA.	
STATION 7	17.5" DIA.	
STATION 8	17.5" DIA.	
STATION 9	17.5" DIA.	
STATION 10	17.5" DIA.	
STATION 11	17.5" DIA.	
STATION 12	17.5" DIA.	
STATION 13	17.5" DIA.	
STATION 14	17.5" DIA.	
STATION 15	17.5" DIA.	
STATION 16	17.5" DIA.	
STATION 17	17.5" DIA.	
STATION 18	17.5" DIA.	
STATION 19	17.5" DIA.	
STATION 20	17.5" DIA.	
STATION 21	17.5" DIA.	
STATION 22	17.5" DIA.	
STATION 23	17.5" DIA.	
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STATION 25	17.5" DIA.	
STATION 26	17.5" DIA.	
STATION 27	17.5" DIA.	
STATION 28	17.5" DIA.	
STATION 29	17.5" DIA.	
STATION 30	17.5" DIA.	
STATION 31	17.5" DIA.	
STATION 32	17.5" DIA.	
STATION 33	17.5" DIA.	
STATION 34	17.5" DIA.	
STATION 35	17.5" DIA.	
STATION 36	17.5" DIA.	
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STATION 38	17.5" DIA.	
STATION 39	17.5" DIA.	
STATION 40	17.5" DIA.	
STATION 41	17.5" DIA.	
STATION 42	17.5" DIA.	
STATION 43	17.5" DIA.	
STATION 44	17.5" DIA.	
STATION 45	17.5" DIA.	
STATION 46	17.5" DIA.	
STATION 47	17.5" DIA.	
STATION 48	17.5" DIA.	
STATION 49	17.5" DIA.	
STATION 50	17.5" DIA.	
STATION 51	17.5" DIA.	
STATION 52	17.5" DIA.	
STATION 53	17.5" DIA.	
STATION 54	17.5" DIA.	
STATION 55	17.5" DIA.	
STATION 56	17.5" DIA.	
STATION 57	17.5" DIA.	
STATION 58	17.5" DIA.	
STATION 59	17.5" DIA.	
STATION 60	17.5" DIA.	
STATION 61	17.5" DIA.	
STATION 62	17.5" DIA.	
STATION 63	17.5" DIA.	
STATION 64	17.5" DIA.	
STATION 65	17.5" DIA.	
STATION 66	17.5" DIA.	
STATION 67	17.5" DIA.	
STATION 68	17.5" DIA.	
STATION 69	17.5" DIA.	
STATION 70	17.5" DIA.	
STATION 71	17.5" DIA.	
STATION 72	17.5" DIA.	
STATION 73	17.5" DIA.	
STATION 74	17.5" DIA.	
STATION 75	17.5" DIA.	
STATION 76	17.5" DIA.	
STATION 77	17.5" DIA.	
STATION 78	17.5" DIA.	
STATION 79	17.5" DIA.	
STATION 80	17.5" DIA.	
STATION 81	17.5" DIA.	
STATION 82	17.5" DIA.	
STATION 83	17.5" DIA.	
STATION 84	17.5" DIA.	
STATION 85	17.5" DIA.	

* SEE PUMP MANUFACTURER'S REQUIREMENTS

RECORDS DEPARTMENT OF PUBLIC WORKS
 1. ALL RECORDS SHALL BE MAINTAINED IN THE RECORDS DEPARTMENT OF PUBLIC WORKS.
 2. ALL RECORDS SHALL BE MAINTAINED IN THE RECORDS DEPARTMENT OF PUBLIC WORKS.
 3. ALL RECORDS SHALL BE MAINTAINED IN THE RECORDS DEPARTMENT OF PUBLIC WORKS.
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SAWGRASS BAY
 LAKE COUNTY, FLORIDA
 LIFT STATION #1

48 of 52



CURB TRANSITIONS TO TYPE "F" CURB
NTS

CURB RAMP
TYPE 1
NDS

CURB RAMP
TYPE 2

CURB RAMP
TYPE 3
NTS

TYPICAL CURB
 TRANSITION
 NTS

CURB SECTION
AT (B)
(TYPE F CURB)


CURB SECTION
AT (A)
(MIAMI CURB)

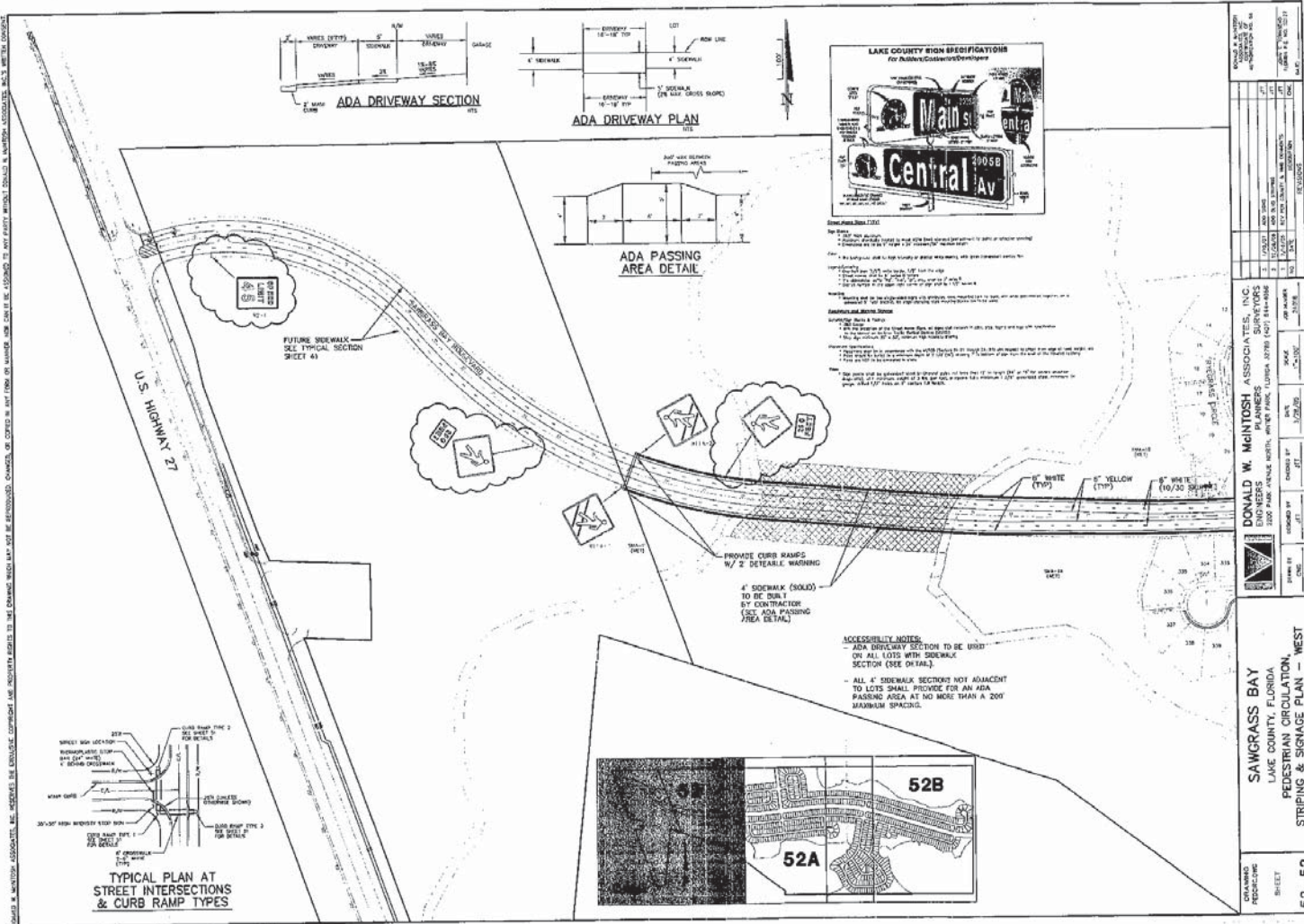
SECTION A-A
RTS

SECTION B-B

SECTION D-D

DETECTABLE WARNING SURFACE

DRAWING HAMPSHIRE	SHEET	51 of 52	SAWGRASS BAY LAKE COUNTY, FLORIDA		DONALD W. MONTOSH ASSOCIATES, INC. PLANNERS SURVEYORS		REGISTERED PROFESSIONAL ENGINEER NO. 12400 EXPIRATION DATE 12/31/2013	
			CURB RAMP DETAILS				JOB NUMBER 242-B DATE 7/27/05 SCALE AS SHOWN PERIOD OF JULY ESTIMATE OF ONE MADE BY DWM	

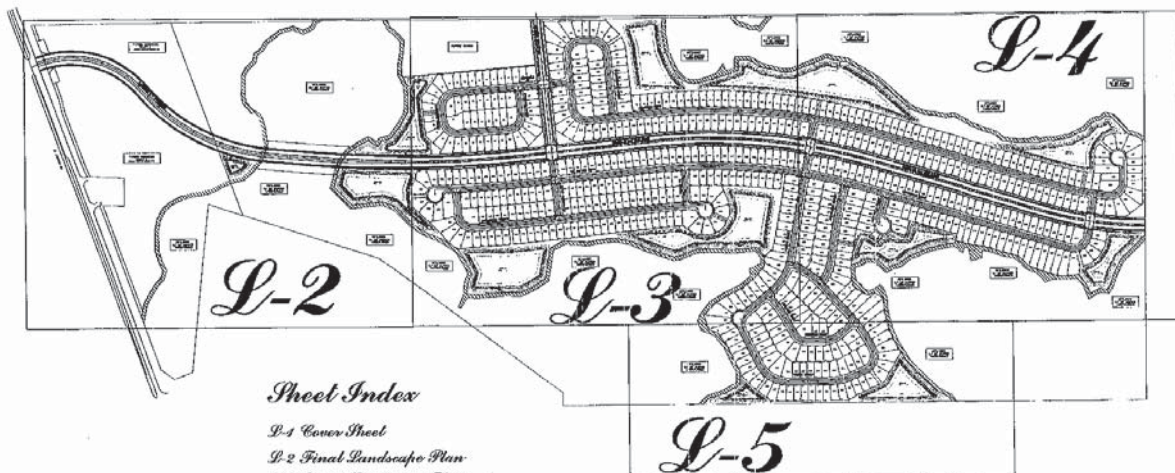


Final Landscape Plans for Sawgrass Bay P. U. D.

Lake County, Florida



DAVIS & CORBREY
Landscape Architecture Analysis Planning
445 North Main Avenue Orlando, Florida 32803 (407) 841-1371



Sheet Index

- L-1 Cover Sheet
- L-2 Final Landscape Plan
- L-3 Final Landscape Plan
- L-4 Final Landscape Plan
- L-5 Final Landscape Plans
Details and Plant List
- L-6 Details and Specifications

LANDSCAPE SITE PLAN
FOR
**SAWGRASS
BAY**
LAKE COUNTY
FLORIDA

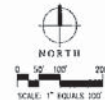
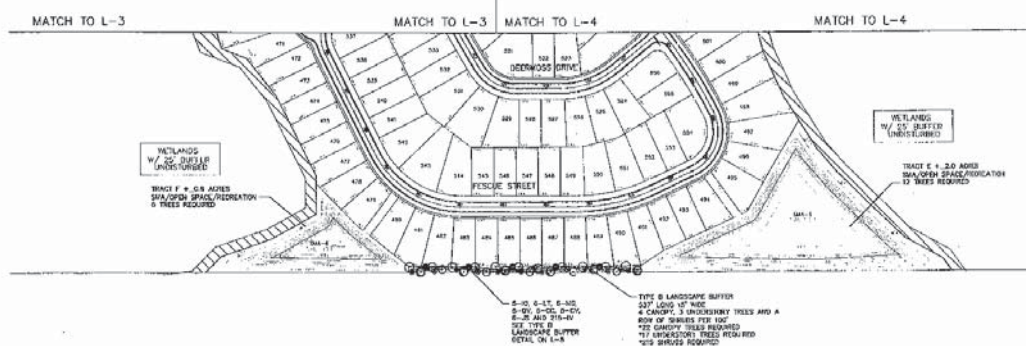
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CHECKED BY: DDC
DATE: 08/13/06

REVISIONS

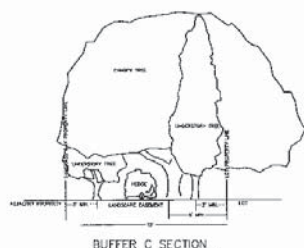
REVISIONS

1-1 OF 5

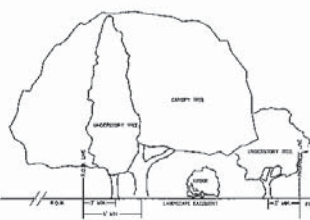




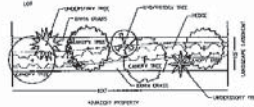
D&C CORP.
Landscape Architecture Analysis Planning
3000 S. 10th Ave. Suite 100
Tampa, FL 33605
(813) 244-1111



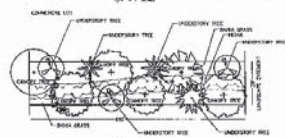
BUFFER C SECTION



BUFFER C SECTION (20' BUFFER)



BUFFER C PLAN



BUFFER C PLAN

PLANT LIST

KEY	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE/HEIGHT
10	10	LE. OPAEA	AMERICAN HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
11	11	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
12	12	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
13	13	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
14	14	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
15	15	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
16	16	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
17	17	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
18	18	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
19	19	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
20	20	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
21	21	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
22	22	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
23	23	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
24	24	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
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29	29	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.
30	30	LE. OPAEA	FLOR. HOLLY	7-12' CAL. 8" H. 4" SP. 15 CAL.

ALL PLANT MATERIAL SHALL BE FLORIDA GRADE #1 OR BETTER

LAKE COUNTY TREE REPLACEMENT CHART

TOTAL TREES REQUIRED	201
1/3 REQUIRED TREE REPLACEMENT	67
TOTAL TREES TO BE REPLACED	368
TOTAL TREES TO BE REPLACED AT 1/3 RATE	507
TOTAL OPEN SPACE TREE REPLACEMENT (6 TREES PER 2000)	250
TOTAL TREE CREDIT AFTER OPEN SPACE REPLACEMENT	257

NOTES

1. ALL BUFFERS SHALL PROVIDE REQUIRED LANDSCAPE. MAY USE AN EXISTING TREE IN LIEU OF 1 CANOPY TREE REQUIREMENT ONLY IF WITHIN LANDSCAPE BUFFER EASEMENT.
2. SHED EXISTING TREES HAVE BEEN COUNTED FOR OPEN SPACE TREE REQUIREMENTS (6 PER ACRE).
3. LANDSCAPE SHALL BE MAINTAINED BY SAWGRASS BAY H.O.A.
4. 100' AND ON 500' WITH BARRA, SEED SHALL BE NUTED W/ MULCH (GUANO) OR ANNUAL PINE (WHITE), SEE TREE PLANS FOR LOCATIONS.
5. TYPE C BUFFER ALONG HIGHWAY 27 SHALL BE INSTALLED AT THE TIME OF CONSTRUCTION OF THE COMMERCIAL LOTS.
6. IRRIGATION
7. ALL IRRIGATION LINES SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR AT OR PRIOR TO LANDSCAPE INSTALLATION.
8. LANDSCAPED AREAS SHALL BE IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM WITH A RAIN SHUT-OFF SENSOR DEVICE.
9. SINKHOLE WATER SHALL BE PROVIDED BY A PRESSURIZED DEEP WELL.
10. A TIE AND VALVE SHALL BE INSTALLED ON THE MAINLINE FOR FUTURE RE-USE WATER ADD-UP.
11. ALL PURPLE PIPE SHALL BE INSTALLED FOR FUTURE RE-USE WATER ADD-UP.

LAKE COUNTY
DESIGNED BY
DRAWN BY
CHECKED BY
DATE
10/15/05

REVISIONS

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TORQUE NUT/WASHER
ASSEMBLY TO 75
FT-LBS

PROVIDE 2-1/2"x8"x3/16" THICK
GALV. STEEL BEARING PLATE
W/7/8" AT CTR. UNDER
NUT/WASHER ASSEMBLY.

ROW LOCK CAP

1/2" ALL THREAD ROD
@ 36" O.C. MAX. AND
AT EACH END OF WALL

4"x4"x12" UTIL. BRICK

COUPLER AS REQ'D.
(5500# RATED MIN.)

24"x10"d CONC. FTG.
W/(2) #5 BAR CONT
AND #5 TRANS. AT 36"
O.C. MAX.

8" CMU BLOCK, FILL ALL
CELLS SOLID W/GROUT.
CURE 4 DAYS BEFORE
TENSIONING A.T.

CLEAN COMPACTED FILL @
95% STANDARD DENSITY

GRADE

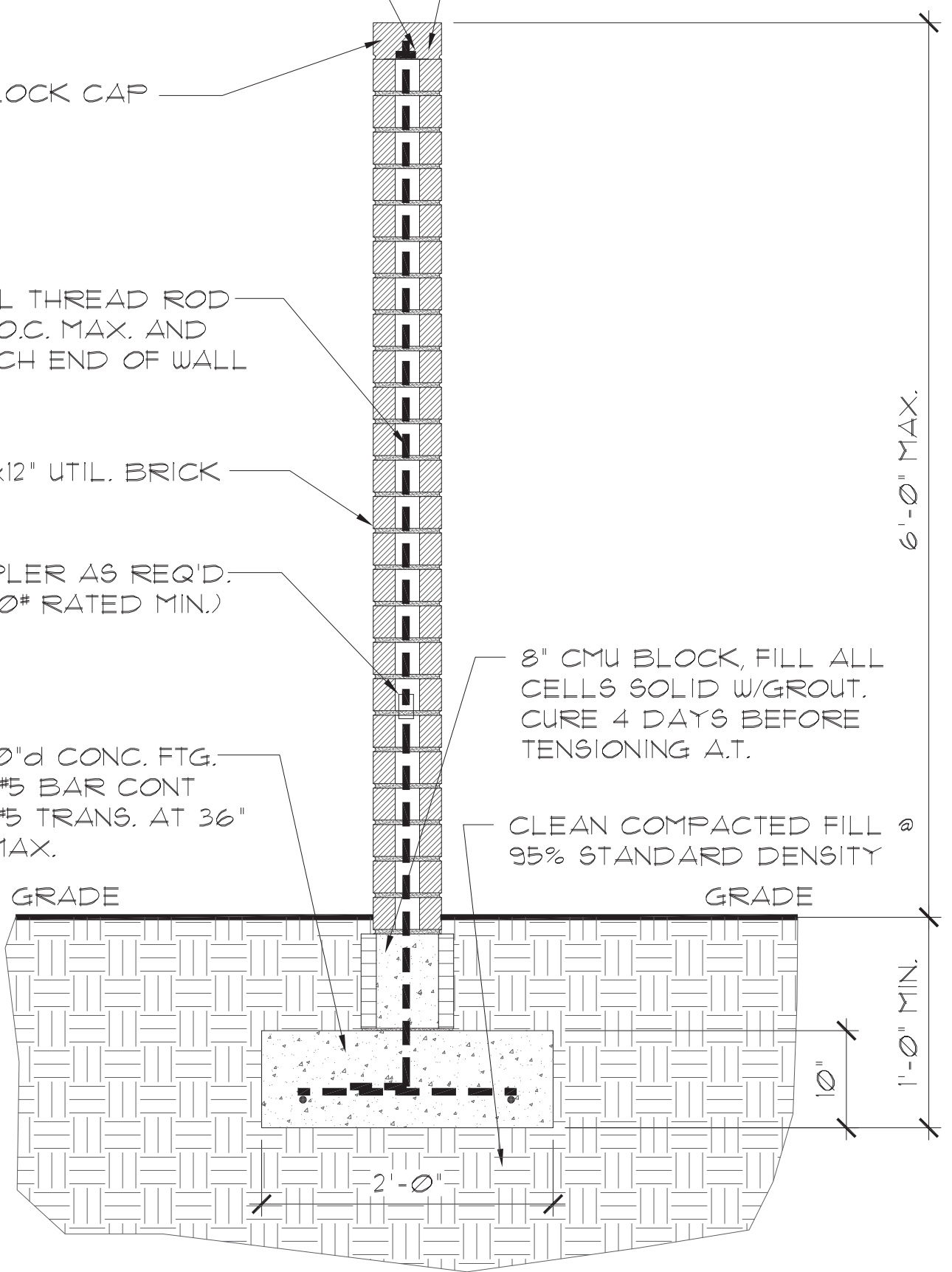
GRADE

6'-0" MAX.

1'-0" MIN.

10"

2'-0"





A handwritten signature or set of initials, possibly "WD", in the top right corner of the page.

Michael Mazzeo, Jr
16043 Yelloweyed Dr.
Clermont, FL 34714

May 1, 2014

RE: Re-grading at Sawgrass Bay Lots 319 - 335

Dear Michael:

Congratulations on your recent purchase of a new D.R. Horton home in the Sawgrass Community!

As we near the end of our construction activity, DR Horton typically reviews the community as a whole to determine if there are any long term potential issues. In essence, we look at the community to see if it was completed as we planned!

During our review we identified a small issue along the rear of lots 319-335. These lots intersect the brick wall running along Sawgrass Bay Blvd. The wall and a portion of the grass on each side of the wall are located in a wall/landscape easement approved by the county. Although the rear of your lot was properly graded to provide sufficient drainage, the area directly adjacent to the wall was not done in accordance with the construction plans approved by Lake County in 2006.

We would like your permission to enter your lot and re-grade the rear ten (10) feet of the lot to meet the approved construction plans.

Enclosed please find a cross section showing the approved grading for the area in question. The repair work will commence as soon as we receive the approvals from you and your neighbors. We do not anticipate this to be a major inconvenience but may take 3-5 business days.

Any and all repairs will be completed in a prompt and professional manner, including irrigation and sod.

All of us at DR Horton want to thank you for your understanding in this matter. Should you have any questions please feel free to call us at 407-850-5236.

You may return the executed letter any of the following ways:

- 19) Scan & Email to: OrlandoHelp@drhorton.com
- 20) Fax to: (800) 953-6829
- 21) Mail to (via enclosed self-addressed envelope):
6200 Lee Vista Blvd. Suite 400 Orlando, FL 32822

Sincerely,

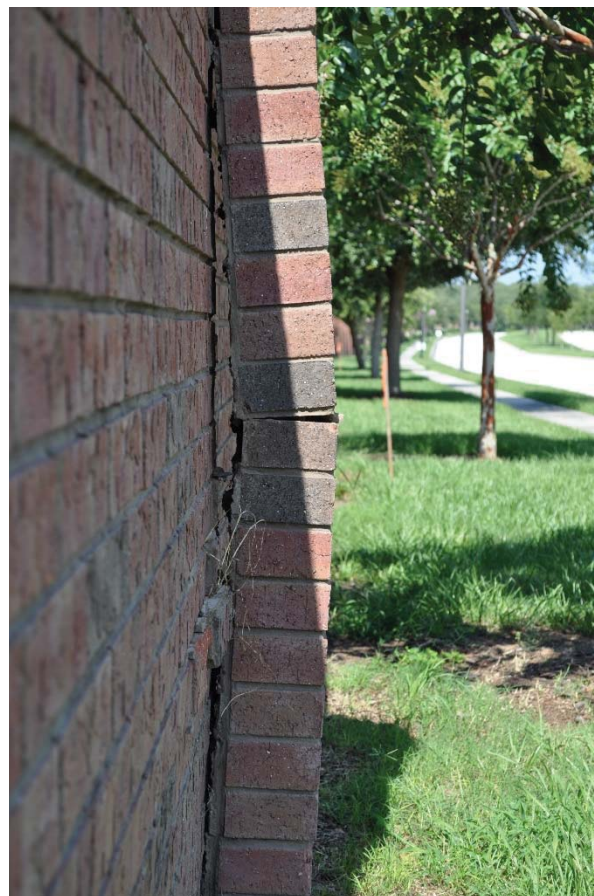
Lou Avelli

Lou Avelli
D.R. Horton - Orlando

APPENDIX B



Pillar Separation

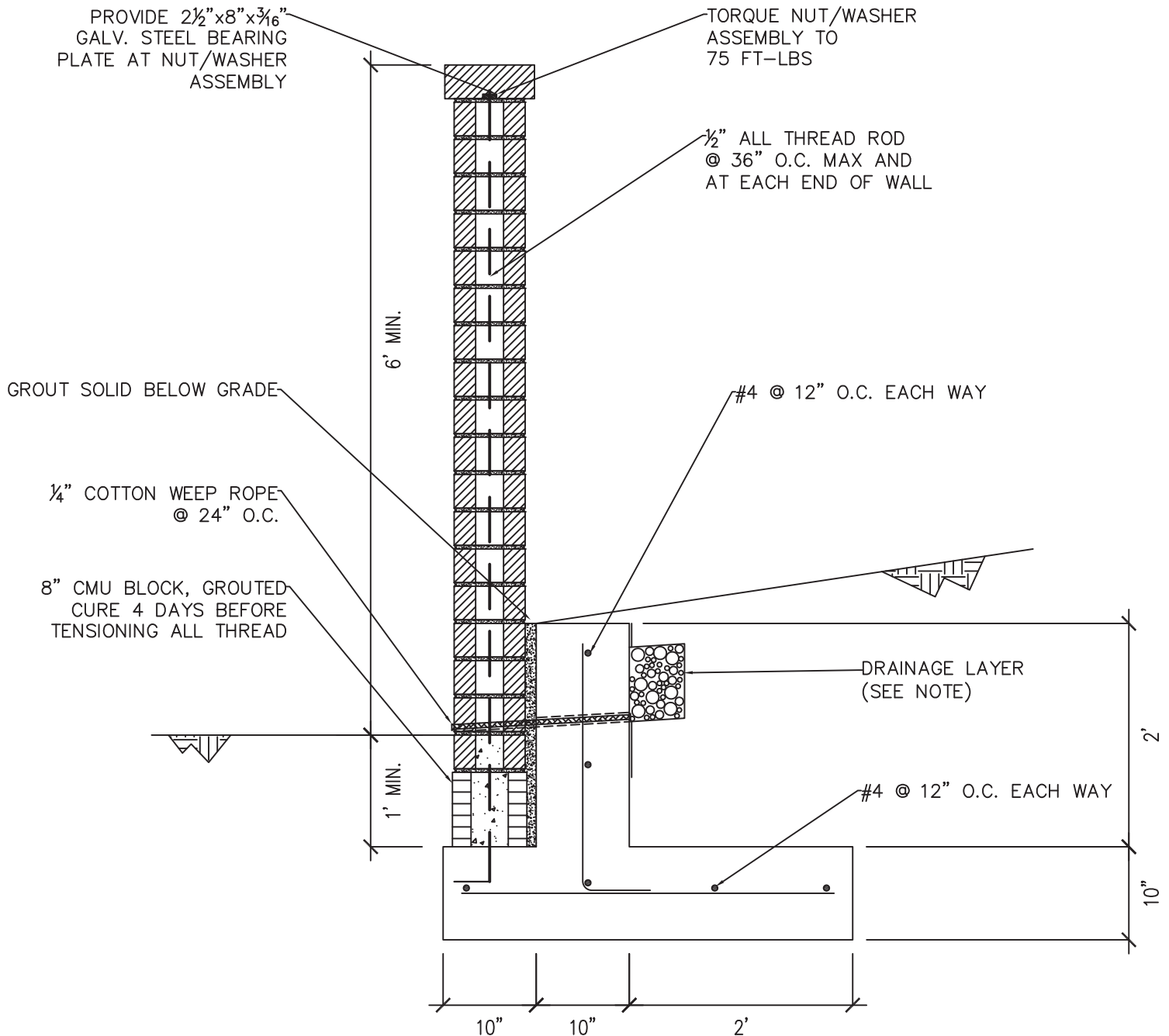


Pillar Separation



Wall Buckling

APPENDIX C



NOTES:

1. CONCRETE STRENGTH SHALL REACH A MINIMUM 28-DAY COMPRESSIVE STRENGTH (f_c) OF 3000 PSI.
2. REINFORCING STEEL SHALL HAVE A MINIMUM YIELD STRENGTH (F_y) OF 60 KSI
3. JOINT SEAL TO BE TWO LAYERS OF 30# SMOOTH ROOFING PAPER OR TYPE D-5 GEOTEXTILE FABRIC IN ACCORDANCE WITH DOT SPECIFICATION SECTION 985. MOP ALL CONTACT SURFACES OF CONCRETE AND ROOFING PAPER OR FABRIC WITH CUT-BACK ASPHALT. STOP PAPER OR FABRIC 6" BELOW TOP OF WALL.
4. PROVIDE CONTINUOUS 1'x1' CLEAN GRAVEL OR CRUSHED ROCK DRAIN. WRAP DRAINAGE LAYER AS SHOWN, WITH TYPE D-3 GEOTEXTILE FABRIC IN ACCORDANCE WITH DOT SPECIFICATIONS SECTION 985. PROVIDE 8"x8" GALVANIZED MESH WITH ¼" OPENINGS AT THE INSIDE END OF THE PVC DRAIN PIPE. PROVIDE 2"Ø PVC DRAIN PIPE (SCH 40) AT 10' MAX. SPACING. LOCATE OUTERMOST EDGE OF DRAIN PIPE A MIN. OF 2'-0" FROM WALL END/JOINTS.

JENNIFER ZABIK, PE SE
Florida PE No. 69265

PROJECT:

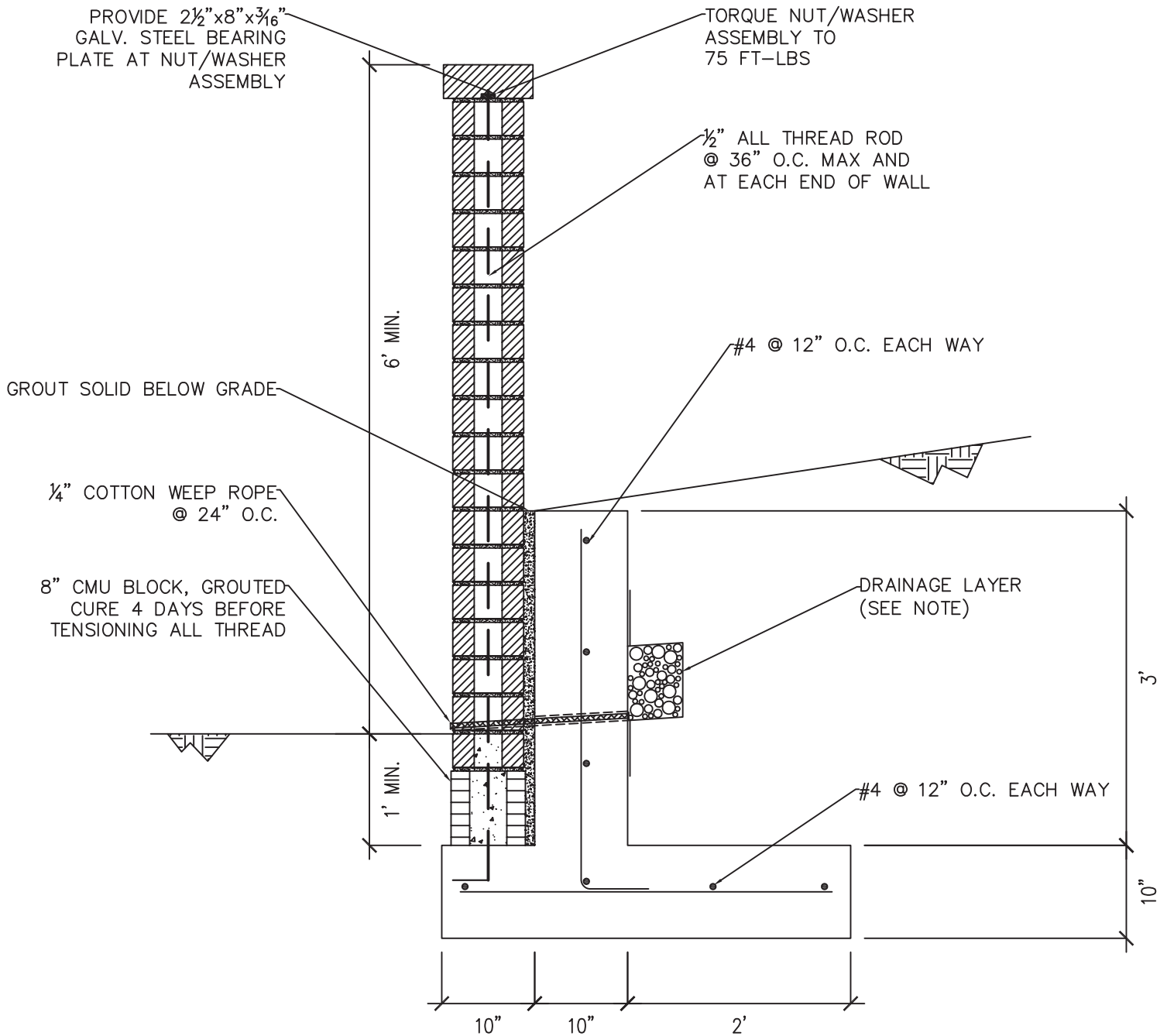
SAWGRASS BAY CCD
LAKE COUNTY, FL

DESCRIPTION:

SITE RETAINING WALL
DETAIL - 2' RETAINING

JOB NUMBER:
015.14.001
DATE:
8/20/14
DRAWN BY:
JZ

ZTE
ZABIK TURNER ENGINEERING
1024 N FULLERS CROSS RD.
WINTER GARDEN, FL 34787
(407) 864-8120
FL C.O.A. # 30346



NOTES:

1. CONCRETE STRENGTH SHALL REACH A MINIMUM 28-DAY COMPRESSIVE STRENGTH (f'_c) OF 3000 PSI.
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JENNIFER ZABIK, PE SE
Florida PE No. 69265

PROJECT:

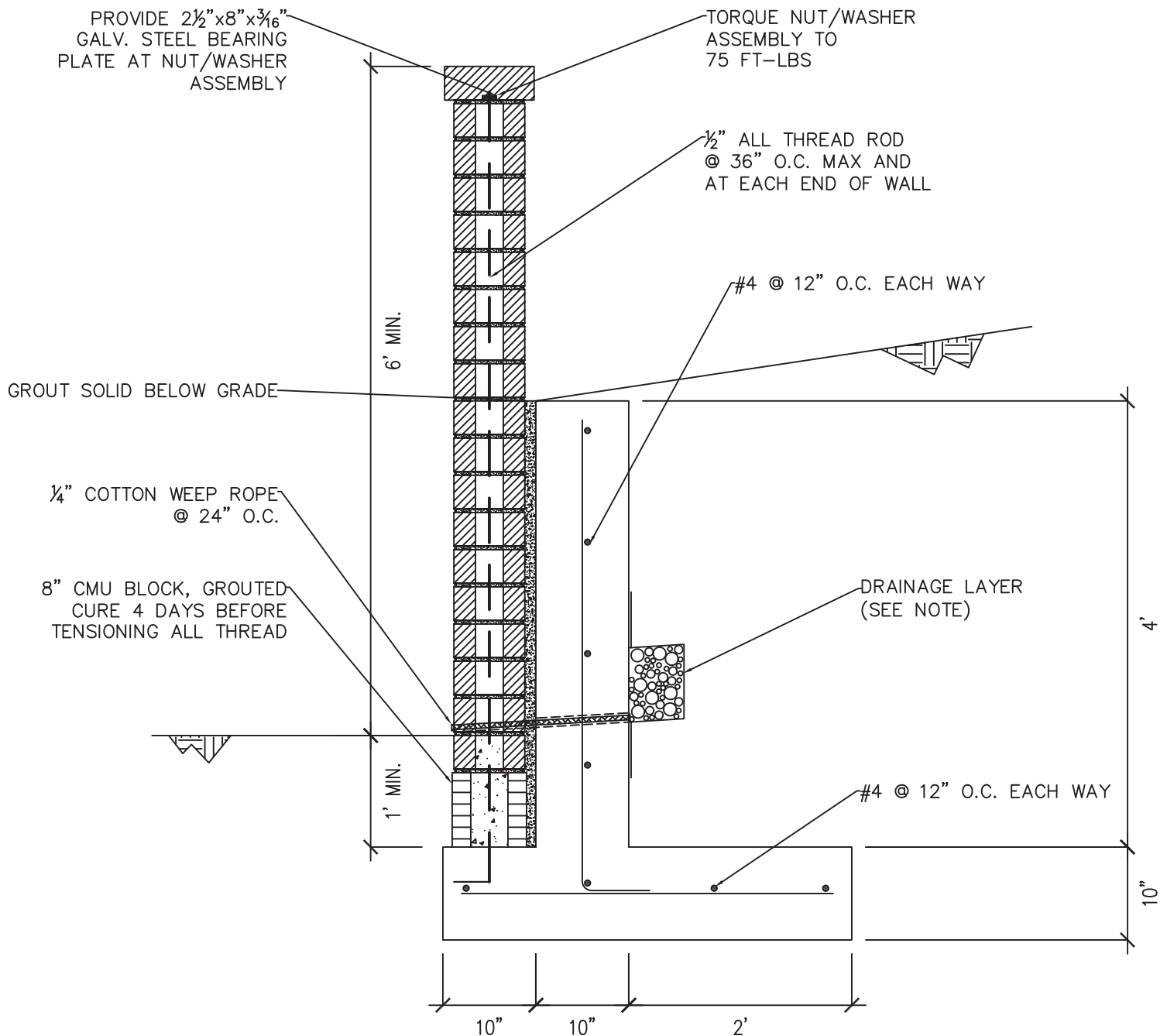
SAWGRASS BAY CCD
LAKE COUNTY, FL

DESCRIPTION:

SITE RETAINING WALL
DETAIL - 3' RETAINING

JOB NUMBER:
015.14.001
DATE:
8/20/14
DRAWN BY:
JZ

ZTE
ZABIK TURNER ENGINEERING
1024 N FULLERS CROSS RD.
WINTER GARDEN, FL 34787
(407) 864-8120
FL C.E.A. # 30346



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JENNIFER ZABIK, PE SE
Florida PE No. 69265

PROJECT:

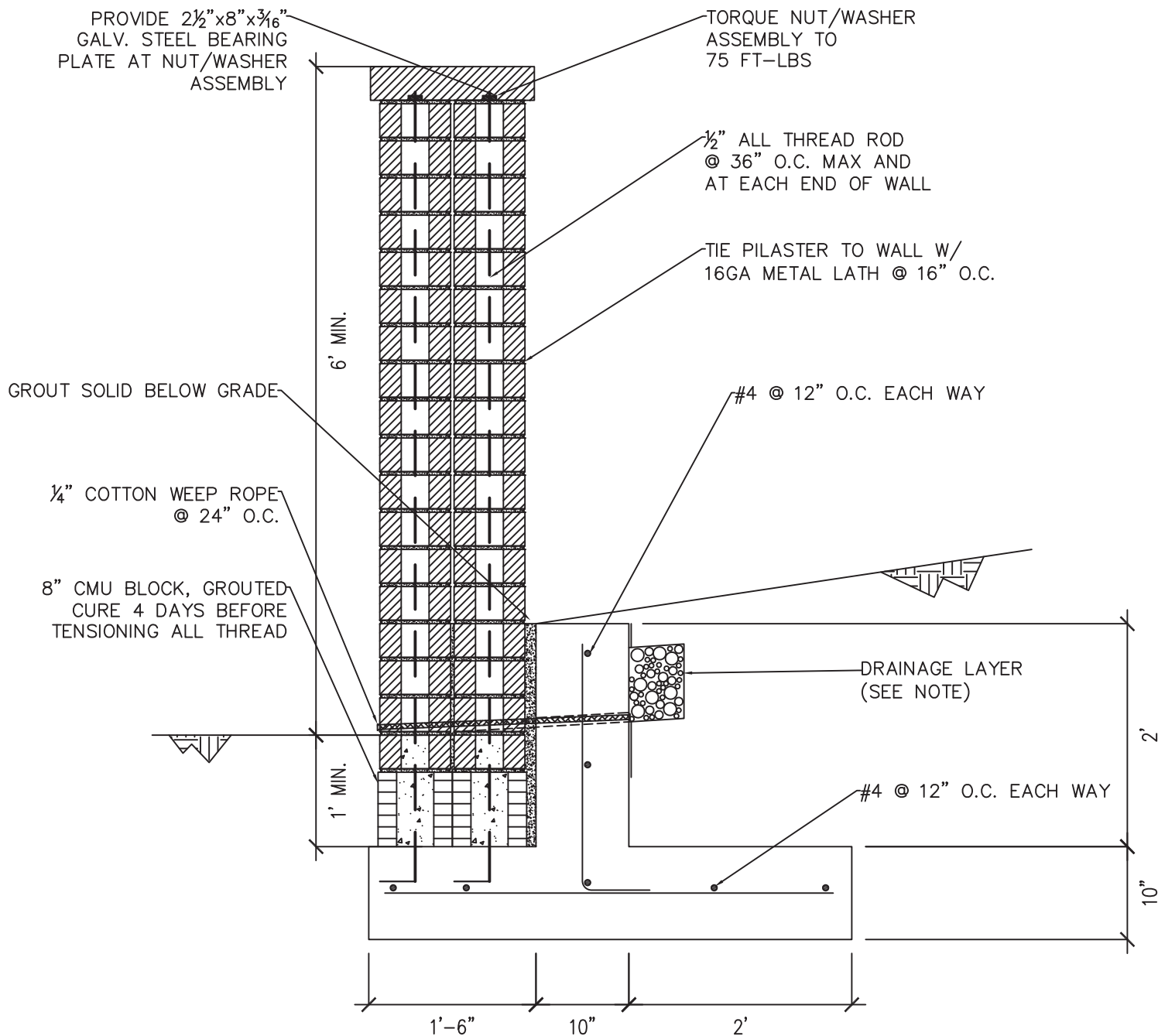
SAWGRASS BAY CCD
LAKE COUNTY, FL

DESCRIPTION:

SITE RETAINING WALL
DETAIL - 4' RETAINING

JOB NUMBER:
015.14.001
DATE:
8/20/14
DRAWN BY:
JZ

ZTE
ZABIK TURNER ENGINEERING
1024 N FULLERS CROSS RD.
WINTER GARDEN, FL 34787
(407) 864-8120
FL C.O.A. # 30346



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JENNIFER ZABIK, PE SE
Florida PE No. 69265

PROJECT:

SAWGRASS BAY CCD
LAKE COUNTY, FL


DESCRIPTION:

SITE RETAINING WALL -
PILLAR DETAIL

JOB NUMBER:
015.14.001
DATE:
8/20/14
DRAWN BY:
JZ

ZTE
ZABIK TURNER ENGINEERING
1024 N FULLERS CROSS RD.
WINTER GARDEN, FL 34787
(407) 864-8120
FL C.E.A. # 30346

APPENDIX D

Budget Estimate Summary			
Project Name: Sawgrass Bay Wall Repair		 WILLIAMS COMPANY General Contractors Construction Managers	
Project Location: Sawgrass Bay Blvd, Clermont, FL			
Estimate Date: August 28, 2014			
		Wall Area: (Sqft): 7,833	
Item	Description	Budget	Cost/Sqft
Sawgrass Bay Wall Repair			
General Conditions	Scope: Includes the cost of our on-site management, & other direct costs not attributed to a specific work item.	\$ 75,146	\$ 9.59
	Clarification: This cost reflects an 8 week construction schedule.		
Testing	Scope: Concrete and brick testing	\$ 2,250	\$ 0.29
	Clarification: Does not include observation or certification fees by any third party		
Demolition	Scope: Demolish and salvage brick -stacked on sidewalk, demolish 500LF of existing foundation	\$ 48,675	\$ 6.21
	Clarification:		
Sitework	Scope: Cut fill for new foundations, barricades, temp fences, 700 LF sock drain intalled at retaining wall foundation,	\$ 48,378	\$ 6.18
	Clarification: Fill stockpiled on site at existing stockpile near this scope		
Fencing	Scope: Remove and reinstall homeowner fences affected by work	\$ 2,000	\$ 0.26
	Clarification:		
Landscape and Irrigation	Scope: Replace sod damaged during scope of this project	\$ 16,125	\$ 2.06
	Clarification: Includes \$2,500 allowance to replace damaged homeowner landscape		
Hardscaping	Scope: Allowance to remove and replace sidewalk damaged during scope of this project	\$ 3,000	\$ 0.38
	Clarification:		
Concrete	Scope: New footer and retaining wall at affected lots	\$ 96,060	\$ 12.26
	Clarification:		
Precast Concrete	Scope:	\$ -	\$ -
	Clarification:		
Masonry	Scope: Reinstall brick at wall	\$ 90,413	\$ 11.54
	Clarification: Brick under finish grade will be utility, existing brick used above grade . Includes \$7500 allowance to point adjacent wall area		
Stone	Scope:	\$ -	\$ -
	Clarification:		
Waterproofing, Caulk & Insulation	Scope: Damp proof retaining wall, Caulk brick control joints	\$ 11,419	\$ 1.46
	Clarification:		
Painting	Scope:	\$ -	\$ -
	Clarification:		
Special Construction	Scope:	\$ -	\$ -
	Clarification:		
Electrical	Scope:	\$ -	\$ -
	Clarification:		
Total Direct Costs:		\$ 393,466	\$ 50.23
Permits & Fees	Scope: Building permit fees are included.	\$ 3,935	\$ 0.50
	Clarifications: Trade permits are included.		
Preconstruction Services	Scope: Includes costs to prepare budget and the GMP.	\$ -	\$ -
	Clarification:		
Design Fees	Scope: Architectural, engineering and other design services	\$ -	\$ -
	Clarifications: Not included, by others		
Design Build Manager/CM Fee	Scope: Construction Manager's fee.	\$ 39,740	\$ 5.07
	Clarifications:		
General Liability & Builder's Risk Insurance	Scope: We include the cost of General Liability and Builder's Risk Insurance.	\$ 7,213	\$ 0.92
	Clarifications: We include the cost for Builder's Risk.		
Performance and Payment Bond	Scope: Performance and payment bond is not included.	\$ -	\$ -
	Clarifications:		
Contingency	Scope: We include a contingency in the budget to allow for changes that may occur during the design process.	\$ 8,887	\$ 1.13
	Clarifications:		
Total Cost:		\$ 453,241	\$ 57.86

Sawgrass Bay Wall Repair

Sawgrass Bay Blvd, Clermont, FL

Budget Estimate

August 28, 2014

TOTAL DIRECT COST \$393,466
 BUILDING AREA 7,833 SF
 SITE AREA 1 ACRES
 DURATION 3 MONTHS
 DIRECT COST/SF \$ 50.23



Enter Overall area for this type of building - QUICK ESTIMATOR

SITEWORK

1 ACRES \$ 69,503

Overall OFFICE

Overall SCHOOL

Overall RETAIL

Overall CHURCH

Overall WAREHOUSE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	COMMENTS
GENERAL CONDITIONS					
GC's from Spreadsheet	1	LSUM	75,146.45	75,146	
TOTAL GENERAL CONDITIONS				75,146	\$ 9.59
TESTING					
Concrete Testing	1	LS	1,500.00	1,500	
Masonry Testing	1	LS	750.00	750	
TOTAL TESTING				2,250	\$ 0.29
DEMOLITION					
Demolish Wall Complete -Salvage brick	6,400	SQFT	7.00	44,800	
Demolish footing	775	LNFT	5.00	3,875	
TOTAL DEMOLITION				48,675	\$ 6.21
SITEWORK					
DEMOLITION - SITE				1.00 ACRES	
SITE PREPARATION				0	
EARTHWORK				0	
Overall Earthwork Including Site Prep				0	
Strip Site (6" Thick)	1	ACRE	2,000.00	2,000	
Cut - Site- Fill at new footer	59	CUYD	30.00	1,778	
Fine Grade Site	8,000	SQFT	0.50	4,000	
DOMESTIC WATER				0	
SANITARY				0	
STORM				0	
6" HDPE French drain at wall	900	LNFT	25.00	22,500	
Yard Drain Inlet	10	EACH	750.00	7,500	
MES (Mitered End Section)	1	EACH	500.00	500	
PAVING				0	
Overall Paving				0	
MISC. SITEWORK				0	
Overall Site Contractors Mobilization, Staking, GC's				0	
Construction Layout	1	ALLOW	2,000.00	2,000	
Restaking Allowance	1	ALLOW	1,000.00	1,000	
Temp Fence Site Perimeter	700	LNFT	3.00	2,100	
OFF SITE WORK				0	
Barricades & Traffic Maintenance	1	LSUM	5,000.00	5,000	vehicles parked on Sawgrass Bay Blvd.
TOTAL SITEWORK				48,378	\$ 6.18
FENCING					
Remove/Reinstall homeowner fencing				0	
	10	EACH	200.00	2,000	

Sawgrass Bay Wall Repair

Sawgrass Bay Blvd, Clermont, FL

Budget Estimate

August 28, 2014

TOTAL DIRECT COST \$393,466

BUILDING AREA 7,833 SF

SITE AREA 1 ACRES

DURATION 3 MONTHS

DIRECT COST/SF \$ 50.23



Enter Overall area for this type of building - QUICK ESTIMATOR

SITEWORK

Overall OFFICE

Overall SCHOOL

Overall RETAIL

Overall CHURCH

Overall WAREHOUSE

1 ACRES \$ 69,503

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	COMMENTS
TOTAL FENCING				2,000	\$ 0.26
LANDSCAPE & IRRIGATION					
OVERALL LANDSCAPE AND IRRIGATION	1	ACRE	3,750.00	3,750	Allowance for homeowner landscape
				0	
Quercus Virginian 45 gal. 10' ht. 1.5" cal.	10	EACH	270.00	2,700	
Gal Shrubs	55	EACH	15.00	825	
St. Augustine Sod	18,000	SQFT	0.40	7,200	
IRRIGATION				0	
Heads	50	EACH	25.00	1,250	
Lateral	200	LNFT	2.00	400	
				0	
TOTAL LANDSCAPE & IRRIGATION				16,125	\$ 2.06
HARDSCAPE					
Overall Site Hardscape	ACRE			0	
Main Building Walks, Broom Finish	500	SQFT	6.00	3,000	Remove&replace
TOTAL HARDSCAPE				3,000	\$ 0.38
CAST IN PLACE CONCRETE					
4' Wall Footings	775	LNFT	40.00	31,000	
Column Footings small	20	EACH	100.00	2,000	Pilaster bump out
CIP Walls- 2' high	408	SQFT	30.00	12,240	
CIP Walls- 3' high	1,407	SQFT	28.00	39,396	
CIP Walls-4' high	408	SQFT	28.00	11,424	
Slab on Grade 4"		SQFT	3.50	0	
TOTAL CAST IN PLACE CONCRETE				96,060	\$ 12.26
PRECAST CONCRETE					
TOTAL PRECAST CONCRETE				0	\$ -
MASONRY					
Point&repair Adjacent Wall Allowance		LSUM	7,500.00	0	No work on existing wall
Allowance to fix "white" brick at the corner lot	1	LSUM	2,500.00	2,500	Allowance
Brick Wall	6,873	SQFT	11.00	75,603	Reuse existing brick
Brick Pilasters	960	SQFT	11.00	10,560	
Threaded rod tension bar	35	EACH	50.00	1,750	
TOTAL MASONRY				90,413	\$ 11.54
WATERPROOFING/CAULKING/INSULATION					
Caulk Ext wall joints	2,880	LNFT	3.00	8,640	
Damproof retaining wall	2,223	SQFT	1.25	2,779	
TOTAL WATERPROOFING/CAULKING/INSULATION				11,419	\$ 1.46
Budget Estimate Total				\$393,466	

Clarifications

These clarifications are intended to identify decisions and assumptions made in developing this Cost Estimate. In some cases we are identifying what has been changed from the documents. In other cases we indicate what is included in the absence of sufficient information. In the event of discrepancy between these, and the Designer's Documents, these Clarifications and Allowances will take precedence.

The scope of work is based upon site inspection and limits of work established by ZTE Engineering. Work includes demolition of an existing brick screen wall, installation of new foundation and cast in place retaining wall, drainage, reinstall brick wall, and replacement of landscape damaged within the scope of this work.

Division 1 - General Conditions

1. This Cost Estimate is valid for 30 days from the date of this pricing. If the Work of the project is delayed due to circumstances outside of the Contractor's control, cost adjustments may be required. The date of commencement shall be one business day after the last of the following dates occur: Contractor's receipt of executed contract, Contractor's receipt of recorded copy of the Notice of Commencement, receipt of all required building permits for the Work and Contractor's receipt of verification of Owner's financing.
2. The Cost Estimate includes an estimate of the building permit fee.
3. The Cost Estimate does not include sewer impact fee, water impact fee, transportation impact fee, power company hook up fee, telephone hook up fee or gas hook up fee.
4. The Cost Estimate does not include asbestos removal or abatement.
5. The Cost Estimate does not include any hazardous or unsuitable material removal or abatement.
6. The Cost Estimate does not include removal of unsuitable soils (muck or deleterious soils).
7. The Cost Estimate assumes adequate water is available on site.
8. The Cost Estimate does not include certified as-builts. The as-built drawings we do provide include manual annotations on our "Record Set" of contract drawings in blue line or black line format.
9. The Cost Estimate does not include costs to address seismic conditions.
10. The Cost Estimate does not include signalization cost.
11. The Cost Estimate does not include a payment and performance bond.
12. The Cost Estimate does not include a boundary survey.

Sawgrass Bay Wall GMP Estimate August 21, 2014

13. This Cost Estimate is based on a continuous construction schedule. No allowances have been made for work stoppages due to jurisdictional requirements beyond the contractor's control.
14. All work is to be performed during normal 8-hour work days, daytime hours, Mondays through Fridays. Work hours or workdays other than these are at the option of the Contractor.
15. General conditions includes full time personnel- one superintendent and one laborer for daily cleanup.
16. Temporary fencing is included the length of the affected wall area.
17. Daily and final cleanup is estimated.

Division 2 - Sitework

1. Demolition of existing sod and landscape within 5 feet of wall, foundations, of in place fill displaced by new foundation and retaining wall is estimated.
2. Hand demolition and salvage of existing brick is estimated.
3. New drain line system is estimated with drain termination at the retention pond west of affected lots.
4. Estimate includes cost to final grade all affected areas, replace sod and landscape affected by this work.
5. An allowance is included to replace any site sidewalk along Sawgrass Bay Blvd. within scope of this project damaged by construction activity.
6. The Cost Estimate does not include root barriers or weed barriers in the landscaped areas affected by this work.
7. The Cost Estimate does not include soil amendments in the landscaped areas.
8. This Cost Estimate includes repairs to the landscaping with the irrigation system as designed from the existing systems. The cost for water consumption for this purpose is not included.

Division 3 - Concrete

1. New concrete foundation and cast in place wall estimated per detail and dimensions per affected lot provided by ZTE Engineering

Division 4 - Masonry

1. Hand removal and storage of existing brick is estimated to allow reuse of salvaged materials.
2. We assumed use of CMU or utility grade brick below grade.

**Sawgrass Bay Wall
GMP Estimate
August 21, 2014**

Division 5 - Metals

1. Threaded tension rod included in masonry scope

Division 6 - Wood

1. None

Division 7 - Thermal and Moisture

1. Damp proofing of retaining wall below grade is estimated.

Division 8 - Doors and Windows

2. None

Division 9 - Finishes

1. None

Division 10 - Specialties

1. None

Division 11 - Equipment

1. None

Division 12 - Furnishings

1. None

Division 13 - Special Construction

1. None

Division 14 - Conveying

1. None

**Sawgrass Bay Wall
GMP Estimate
August 21, 2014**

Division 15 - Mechanical

1. None

Division 16 - Electrical

1. None, no electrical outlets or lighting were noted on this wall, none estimated.



May 1, 2014

RE: Re-grading at Sawgrass Bay Lots 319 - 335

Dear [REDACTED]

Congratulations on your recent purchase of a new D.R. Horton home in the Sawgrass Community!

As we near the end of our construction activity, DR Horton typically reviews the community as a whole to determine if there are any long term potential issues. In essence, we look at the community to see if it was completed as we planned!

During our review we identified a small issue along the rear of lots 319-335. These lots intersect the brick wall running along Sawgrass Bay Blvd. The wall and a portion of the grass on each side of the wall are located in a wall/landscape easement approved by the county. Although the rear of your lot was properly graded to provide sufficient drainage, the area directly adjacent to the wall was not done in accordance with the construction plans approved by Lake County in 2006.

We would like your permission to enter your lot and re-grade the rear ten (10) feet of the lot to meet the approved construction plans.

Enclosed please find a cross section showing the approved grading for the area in question. The repair work will commence as soon as we receive the approvals from you and your neighbors. We do not anticipate this to be a major inconvenience but may take 3-5 business days.

Any and all repairs will be completed in a prompt and professional manner, including irrigation and sod.

All of us at DR Horton want to thank you for your understanding in this matter. Should you have any questions please feel free to call us at 407-850-5236.

You may return the executed letter any of the following ways:

- 19) Scan & Email to: OrlandoHelp@drhorton.com
- 20) Fax to: (800) 953-6829
- 21) Mail to (via enclosed self-addressed envelope):
6200 Lee Vista Blvd. Suite 400 Orlando, FL 32822

Sincerely,

Lou Avelli

Lou Avelli
D.R. Horton - Orlando

6200 Lee Vista Blvd, Suite 400, Orlando, FL 32822 • (407) 850-5200 • www.drhorton.com

EXHIBIT

tabbies

A

ENCLOSURE "B"

From: Joseph N Tucker
Sent: Friday, January 17, 2014 1:20 PM
To: Adam C Schott; Joseph E Sabella; Wallace G Inghram
Cc: Gina Treadway
Subject: RE: Sawgrass Bay - Wall Damage

Adam- there is no sign of damage on our side of the wall. I believe are fill dirt is going up too high on the wall causing the wall to "blow" out in this area. The wall in question is a privacy wall and not a retaining wall so it should not have dirt piled up behind it. The current grade is about 2 feet higher on our side of the wall which creates pressure on the wall.

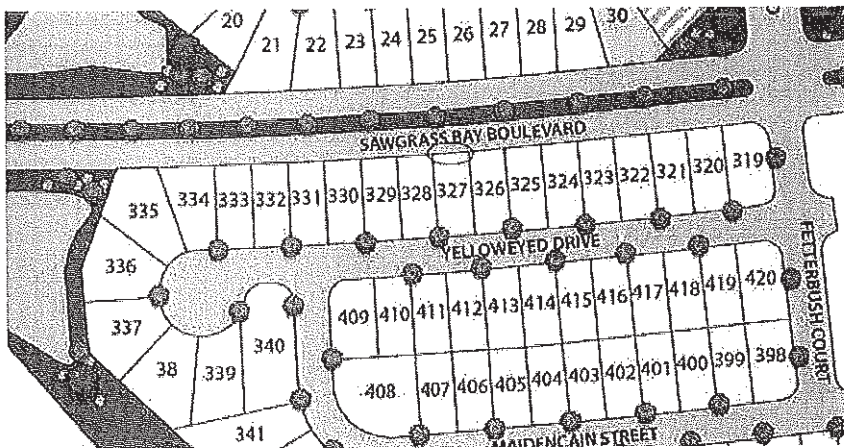
Thank you,

Joseph Tucker
 Construction Area Manager
 D.R. Horton, Inc.
 Cell (407) 383-1239
 E-Fax 800-919-2973
 jntucker@drhorton.com

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From: Adam C Schott
Sent: 1/15/2014 11:14 AM
To: Joseph E Sabella; Joseph N Tucker; Wallace G Inghram
Cc: Gina Treadway
Subject: FW: Sawgrass Bay - Wall Damage

The CDD in Sawgrass Bay notified us that the wall behind 16039 Yelloweyed Drive was damaged by what was reported to be our bobcat by a homeowner. The address given and house pictured is lot 327 in Sawgrass Bay. Can we get details regarding what vendor and an action plan to fix the wall assuming we our one of our vendors are at fault? I will report back to the CDD our findings.



Adam Schott
 Land Acquisition
 DR Horton, Inc.
 Central Florida Division

6200 Lee Vista Blvd, Suite 400
 Orlando, FL 32822*
 407-468-3054 phone
 888-691-2996 fax

ENCLOSURE "C"

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT,
IN AND FOR LAKE COUNTY, FLORIDA

GREATER LAKES SAWGRASS
BAY COMMUNITY DEVELOPMENT
DISTRICT,

CASE NO.: 2017-CA-000128

Plaintiff,

v.

D.R. HORTON, INC., a foreign
profit corporation,

Defendant.

AMENDED COMPLAINT

COMES NOW, Plaintiff, GREATER LAKES SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT, by and through the undersigned attorneys, and hereby files this First Amended Complaint against Defendant, D.R. HORTON, INC., a foreign profit corporation, and states:

1. Plaintiff, GREATER LAKES SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT (the "District"), is a local unit of special purpose government created under Chapter 190, Florida Statutes.

2. Defendant, D. R. HORTON, INC., is a foreign profit corporation that is registered with the State of Florida Secretary of State and is doing business as a general contractor in Lake County, Florida.

3. The amount in controversy is more than \$15,000, exclusive of interests, costs and attorneys' fees, and is within the jurisdiction of this Court.

4. Venue is proper in Lake County, Florida pursuant to § 47.011, Fla. Stat., because the acts complaint of herein accrued in this County and Defendant was doing business in Lake County, Florida.

5. All conditions precedent to the filing of this lawsuit have been met or have been waived.

6. The District has retained the law firm of Greenspoon Marder LLP and has agreed to pay a reasonable fee for its services.

GENERAL ALLEGATIONS

7. The District currently encompasses approximately seven hundred seventy-five (775.104) acres of land located entirely within Lake County, Florida, referred to as Greater Lakes Sawgrass Bay.

8. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

9. One of the improvements owned and maintained by the District for the benefit of the public is a decorative wall (the “Wall”), which runs along a large portion of Sawgrass Bay Boulevard.

10. The Wall was designed to provide a visual and physical buffer between the vehicular traffic on Sawgrass Bay Boulevard and the rear of the adjacent lots to include lots 319 through 335 (the “Lots”).

11. D.R. Horton owned and developed the Lots.

12. Per standard engineering design, the Lots have homes with finished floor elevations that sit higher than the adjacent roadways, which required fill to be placed on the Lots to get the home pad elevation to the proper elevation.

13. Per the Final Engineering Plans for Sawgrass Bay Phase 1, Record Drawings, dated August 13, 2007 (“Plans”), page 8, the approved grading design for the Lots is an “A” style lot grade, in which the lot is graded higher towards the rear of the Lots than the front.

14. The high point of the grading was supposed to be set five (5) feet from the rear of the Lots.

15. The rear five (5) feet of the Lots were designed to be sloped to the back of the Lots, matching the grading of the adjacent Sawgrass Bay Boulevard where the Wall was constructed.

16. Instead of grading the Lots with the rear five (5) feet sloping down from the rear peak to meet the base of the Wall, D. R. Horton placed or caused to be placed fill all the way up against the Wall eliminating the intended five (5) foot rear yard slope.

17. Accordingly, the grading for the Lots were not performed per Lake County and St. Johns River Water Management District (“SJRWMD”) approved and permitted plans.

18. D. R. Horton admitted the grading was improperly done in correspondence sent to homeowners on or about May 1, 2014. A true and correct copy of the correspondence is attached hereto as **Exhibit A**.

19. Despite acknowledging the improper grading, D.R. Horton has refused or has failed to repair the improper grading.

20. The deficient grading has caused and will continually cause excess and ongoing soil buildup and water pressure to be exerted on the Wall.

21. Because the Wall was not built or intended to withstand such soil buildup and water pressure, the Wall has begun to fail.

COUNT I - TRESPASS

The District realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 21 as if fully and expressly set forth herein, and further alleges:

22. This is an action for injunctive relief and damages in excess of \$15,000, exclusive of court costs, attorneys' fees and interest.

23. At all times mentioned in this complaint, the District had and still has an interest in the various community facilities and public improvements, including the Wall, within Greater Lakes Sawgrass Bay.

24. While D.R. Horton was performing construction on the Lots, without the consent and against the will of the District, placed or caused to be placed substantial amounts of fill and encroached upon the Wall behind the Lots.

25. As a result, D.R. Horton has caused damage to the Wall, of a continuing and ongoing nature.

26. D.R. Horton continues to commit trespass upon the District's property by refusing to remove the excess fill causing continued and on-going damage to the Wall.

27. D.R. Horton acted maliciously and with a wanton disregard of the District's rights.

WHEREFORE, the District requests judgment against D.R. Horton for injunctive relief, requiring D.R. Horton to properly grade the Lots and remove the excess fill, compensatory damages, pre-judgment and post-judgment interest, court costs and such other and further relief as this Court deems just and proper. The District further demands trial by jury.

COUNT II - NUISANCE

The District realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 21 as if fully and expressly set forth herein, and further alleges:

28. This is an action for damages in excess of \$15,000, exclusive of court costs, attorneys' fees and interest.

29. At all times mentioned in this complaint, the District had and still has an interest in the various community facilities and public improvements, including the Wall within Greater Lakes Sawgrass Bay.

30. While D.R. Horton was providing construction on the Lots, D.R. Horton improperly graded or caused to be improperly graded the Lots which directed the flow and drainage of water in a manner inconsistent with what was approved by the County and the SFWMD.

31. These actions caused excess water and soil buildup against the Wall causing it to begin to fail, rendering it unsound, and restricting its use and enjoyment.

32. Furthermore, the District and its residents have suffered inconvenience and annoyance as a result of the aforementioned nuisance.

WHEREFORE, the District requests judgment against D.R. Horton for compensatory damages, pre-judgment and post-judgment interest, court costs and such other and further relief as this Court deems just and proper. The District further demands trial by jury.

COUNT III – NEGLIGENCE

The District realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 21 as if fully and expressly set forth herein, and further alleges:

33. This is an action for damages in excess of \$15,000, exclusive of court costs, attorneys' fees and interest.

34. At all times mentioned in this complaint, the District had and still has an interest in the various community facilities and public improvements, including the Wall within Greater Lakes Sawgrass Bay.

35. D.R. Horton owed a duty to perform its grading activities in a manner so as to not damage adjacent properties.

36. D.R. Horton breached that duty by piling fill against the Wall.

37. The District suffered damages because the Wall must be repaired or replaced.

WHEREFORE, the District requests judgment against D.R. Horton for compensatory damages, pre-judgment and post-judgment interest, court costs and such other and further relief as this Court deems just and proper. The District further demands trial by jury.

COUNT IV – BREACH OF THE DECLARATION

The District realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 21 as if fully and expressly set forth herein, and further alleges:

38. This is an action for damages in excess of \$15,000, exclusive of court costs, attorneys' fees and interest.

39. At all times mentioned in this complaint, the District had and still has an interest in the various community facilities and public improvements, including the Wall within Greater Lakes Sawgrass Bay.

40. The Wall and Lots are located within property governed by the Declaration for Sawgrass Bay ("Declaration"), Lake County Public Records, Book 3375, Page 498, recorded on February 23, 2007.

41. D.R. Horton is a developer as defined in Section 2 of the Declaration pursuant to the Assignment of Special Developer's Rights, dated August 31, 2011, between Rouse/Chamberlin, Ltd., in its capacity as federal court-appointed receiver, and D.R. Horton, Inc.

42. Per sheet 41 of the Plans, the "A" lot grade design was utilized to allow surface water to drain to the street and is therefore, a part of the drainage system. *See also* General Note 25 of the Plans, stating "LOT GRADE PLANS ARE PROVIDED FOR AGENCY REVIEW AND TO ESTABLISH A MASTER GRADING AND DRAINAGE SYSTEM FOR THE DEVELOPMENT. . ."

43. Per Section 15.9 of the Declaration, "No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation . . . or which may obstruct or retard the flow of water."

44. D.R. Horton's improper grading of the Lots and placement of excess fill along the Wall interfered with the drainage of surface water and retarded the flow of water in violation Section 15.9 of the Declaration.

45. D.R. Horton's actions, in violation of Section 15.9, resulted in excess water and soil pressure to be exerted on the Wall causing ongoing damage to it.

46. Per Section 3.2 of the Declaration:

The CDD shall be responsible for maintaining the following, located within or that abut Sawgrass Bay: any roadways until conveyed to the County, street lighting, perimeter walls, landscaping and irrigation from the wall to the curb on Superior and Sawgrass Bay Boulevard.

47. D.R. Horton's continued violation of Section 15.9 has impaired the CDD's ability to effectively maintain the Wall.

48. Per Section 18.5 of the Declaration:

Enforcement By or Against Other Persons. This Declaration may be enforced by Developer and/or, where applicable, Owners or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages. . .The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration.

49. Accordingly, the CDD is entitled to enforce the restrictions contained in Section 15.9 and is entitled to expenses incurred by it pursuant to Section 18.5 to include, but not limited to, attorney's fees and costs.

WHEREFORE, the District requests judgment against D.R. Horton for compensatory damages, pre-judgment and post-judgment interest, attorneys' fees, expenses, court costs and such other and further relief as this Court deems just and proper. The District further demands trial by jury.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____, 2018, the foregoing was electronically filed with the clerk of the court using the Florida Courts eFiling Portal, which will send notice of filing and a service copy of the foregoing to the following: **James M. Talley, Esq.**, Baker, Donelson, Bearman, et al., 200 S. Orange Ave., Suite 2900, Orlando, FL 32801 (jtalley@bakerdonelson.com; vmcfarland@bakerdonelson.com; fedcts@bakerdonelson.com).

/s/ Thu Pham

DAVID LENOX, ESQ.

Florida Bar No. 455059

Email 1: David.Lenox@gmlaw.com

Email 2: Amy.Xanders@gmlaw.com

THU PHAM, ESQ.

Florida Bar No. 106586

Email 1: Thu.Pham@gmlaw.com

Email 2: Karen.Leigh@gmlaw.com

201 E. Pine Street, Suite 500

Orlando, FL 32801
Telephone: (407) 425-6559
Facsimile: (407) 422-6583
Attorneys for Plaintiff

35009141.1/40494.0005



A handwritten mark, possibly initials, in the top right corner of the page.

Michael Mazzeo, Jr
16043 Yelloweyed Dr.
Clermont, FL 34714

May 1, 2014

RE: Re-grading at Sawgrass Bay Lots 319 - 335

Dear Michael:

Congratulations on your recent purchase of a new D.R. Horton home in the Sawgrass Community!

As we near the end of our construction activity, DR Horton typically reviews the community as a whole to determine if there are any long term potential issues. In essence, we look at the community to see if it was completed as we planned!

During our review we identified a small issue along the rear of lots 319-335. These lots intersect the brick wall running along Sawgrass Bay Blvd. The wall and a portion of the grass on each side of the wall are located in a wall/landscape easement approved by the county. Although the rear of your lot was properly graded to provide sufficient drainage, the area directly adjacent to the wall was not done in accordance with the construction plans approved by Lake County in 2006.

We would like your permission to enter your lot and re-grade the rear ten (10) feet of the lot to meet the approved construction plans.

Enclosed please find a cross section showing the approved grading for the area in question. The repair work will commence as soon as we receive the approvals from you and your neighbors. We do not anticipate this to be a major inconvenience but may take 3-5 business days.

Any and all repairs will be completed in a prompt and professional manner, including irrigation and sod.

All of us at DR Horton want to thank you for your understanding in this matter. Should you have any questions please feel free to call us at 407-850-5236.

You may return the executed letter any of the following ways:

- 19) Scan & Email to: OrlandoHelp@drhorton.com
- 20) Fax to: (800) 953-6829
- 21) Mail to (via enclosed self-addressed envelope):
6200 Lee Vista Blvd. Suite 400 Orlando, FL 32822

Sincerely,

Lou Avelli

Lou Avelli
D.R. Horton - Orlando

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT,
IN AND FOR LAKE COUNTY, FLORIDA

GREATER LAKES SAWGRASS BAY
COMMUNITY DEVELOPMENT
DISTRICT,

CASE NO.: 2017-CA-128

Plaintiff,

v.

D.R. HORTON, INC., a foreign
profit corporation,

Defendant.

ANSWER AND AFFIRMATIVE DEFENSES TO AMENDED COMPLAINT

Defendant, D.R. Horton, Inc. ("DRH") hereby answers and raises its affirmative defenses to the Amended Complaint of Plaintiff, Greater Lakes Sawgrass Bay Community Development District ("CDD"), as follows:

1. Admitted.
2. Admitted.
3. Admitted for jurisdictional purposes only. It is denied that the CDD is entitled to the relief requested.
4. Admitted that venue is proper in Lake County, Florida. Otherwise denied.
5. Admitted.
6. Without knowledge and therefore denied.
7. Admitted.
8. DRH does not understand the allegations of paragraph 8 in reference to the term "alternative". Therefore paragraph 8 is denied.

9. As to paragraph 9 it is admitted that the CDD owns the wall which runs along a portion of Sawgrass Bay Boulevard. Otherwise denied.

10. Admitted.

11. As to paragraph 11 it is admitted that at a point in time DRH owned the referenced lots. It is further admitted that DRH built single family homes on some of the referenced lots. It is denied that DRH owned all of the referenced lots at the time this action was commenced. Otherwise paragraph 11 is denied.

12. As to paragraph 12, DRH states that the phrase "per engineering design" is vague and ambiguous. Therefore paragraph 12 is denied.

13. As to paragraph 13 it is admitted that the grading design for the Lots is an "A" style lot grade. Otherwise denied.

14. Denied.

15. Denied.

16. Denied.

17. Denied.

18. Denied.

19. Denied.

20. Denied.

21. Denied.

22. As to paragraph 22 DRH admits that this Court has jurisdiction over the subject matter of this Court. Otherwise paragraph 22 is denied.

23. As to paragraph 23 DRH admits that the CDD is interested in the wall; otherwise DRH is without knowledge of the remaining allegations of paragraph 23.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. As to paragraph 28 DRH admits that this Court has subject matter jurisdiction over Count II. Otherwise paragraph 28 is denied.

29. As to paragraph 29 DRH admits that the CDD is interested in the wall; otherwise DRH is without knowledge of the remaining allegations of paragraph 29.

30. Denied.

31. Denied.

32. Denied.

33. As to paragraph 33 DRH admits that this Court has subject matter jurisdiction over Count II. Otherwise paragraph 33 is denied.

34. As to paragraph 34 DRH admits that the CDD is interested in the wall; otherwise DRH is without knowledge of the remaining allegations of paragraph 34.

35. Denied.

36. Denied.

37. Denied.

38. As to paragraph 38 DRH admits that this Court has jurisdiction over the subject matter of this Court. Otherwise paragraph 38 is denied.

39. As to paragraph 39 DRH admits that the CDD is interested in the wall; otherwise DRH is without knowledge of the remaining allegations of paragraph 39.

40. Admitted.

41. Admitted.

42. Paragraph 42 is vague and ambiguous and to the extent the allegations refer to a written document then DRH states that the document must be read as a whole and it speaks for itself. Therefore paragraph 42 is denied.

43. As to paragraph 43 DRH states that the unattached Declaration speaks for itself and must be read as a whole. Therefore paragraph 43 is denied.

44. Denied.

45. Denied.

46. As to paragraph 46 DRH states that the unattached Declaration speaks for itself and must be read as a whole. Therefore paragraph 46 is denied.

47. Denied.

48. As to paragraph 48 DRH states that the unattached Declaration speaks for itself and must be read as a whole. Therefore paragraph 48 is denied.

49. Denied as CDD is neither a Developer, nor Owner nor Association within the context of the Declaration and lacks standing to assert a claim for breach of the Declaration.

AFFIRMATIVE DEFENSES

1. As its first affirmative defense, DRH states that each count of the Complaint fails to state a cause of action upon which relief may be in granted, in that at the time the Complaint was filed, the CDD had in fact suffered no damages. Additionally the claim for breach of a written contract because no contract is attached as an exhibit to Complaint in violation of Rule 1.130, Florida Rules of Civil Procedure and further because the CDD has no standing to enforce the Declaration.

2. As its second affirmative defense, DRH states that to the extent the Complaint attempts to assert claims for and on behalf of residents of the subject community, then the CDD lacks standing to bring such claims for and on behalf of third parties, including residents of the community. The CDD also lacks standing to enforce the Declaration.

3. As its third affirmative defense, DRH states that prior to the commencement of this action DRH, in arm's length and normal business transactions, conveyed its interests in Lots 319-335 in the subject community as follows:

A. Lot 319---conveyed on or about July 29, 2014 to Stephen Rice Means and Maureen A. Means;

B. Lot 320--conveyed on March 31, 2014 to Susan Carmela Mcnish and Richard Warren Mcnish;

C. Lot 321--conveyed on April 18, 2014 to Stephanie Cate Shearer and David Anthony Shearer;

D. Lot 322---conveyed on December 6, 2013 to Jane Grace Songalia;

E. Lot 323--conveyed on November 15, 2013 to David Alexandra Drew II and Ashley Marie Drew;

F. Lot 324--conveyed on February 21, 2014 to Pedro R. Rolon and Migdalia Rolon;

G. Lot 325--conveyed on November 11, 2013 to Erik Anthony Lipetz and Mark Richard Lipetz;

H. Lot 326--conveyed on October 29, 2013 to Michael Mazzeo, Jr.;

I. Lot 327-- conveyed on May 8, 2014 to Jonathan F. Deutsch and Fabiola Deutsch;

J. Lot 328--conveyed on May 29, 2014 to Luke Alousius Soler and Kacie Lee Singleton;

K. Lot 329--conveyed on October 23, 2013 to Felix Hernandez-Perez and Cindy Caban-Justiniano;

L. Lot 330--conveyed on December 20, 2013 to Dongbin Liu;

M. Lot 331--conveyed on February 28, 2014 to Noe Silva Martinez;

N. Lot 332--conveyed on February 28, 2014 to Arshviny Ollegasagrem and Nirmaladevi Ollegasagrem;

O. Lot 333--conveyed on March 26, 2014 to Jose Luis Berrios Baerga;

P. Lot 334--conveyed on March 11, 2014 to Steven Glenn Schaeffer and Shannon Lynn Schaffer; and

Q. Lot 335--conveyed on May 23, 2014 to Deanna Mary Schaeffer.

On and after the dates indicated above, DRH was not in possession of the land comprising the specific lots, and had no right to enter upon such lands. On and after the dates indicated above, DRH was not in possession nor did it otherwise use for any purpose the land comprising the specific lots. Since the dates of original sale by DRH to the named parties above, one, some or several of the referenced lots have been sold by the original customers. With respect to the trespass and nuisance counts of the Complaint, the CDD has failed to join all indispensable parties to such counts because the alleged trespass and nuisances were on and after the dates listed above, and were performed or committed by the named owners and other non-named

transferees of the specific lots at issue. Further DRH has not right or authority to perform alterations to such lots as DRH does not own them and hence cannot be liable for the failure to perform alterations now to lands it does not own. Moreover the CDD has no legal authority to seek on behalf lot owners changes and alterations to their respective lands.

4. As its fourth affirmative defense, DRH states that there is no trespass in that the owner of each lot has the right and authority to have his or her "dirt" to abut the wall. Therefore, the fact that the dirt abuts the wall is not an unauthorized, unlicensed, uninvited or improper entry upon the lands of the CDD. Instead, DRH states that abutting of the "dirt" of the Lots 319-335 was in fact and law authorized, licensed, invited and proper.

5. As its fifth affirmative defense, DRH states that no nuisance exists as the abutting dirt in each of Lots 319-335 does not interfere with the CDD' s use and enjoyment of its land, and it does not cause any unreasonable discomfort or annoyance to any person of ordinary sensibilities attempting to use and enjoy their land.

6. As its sixth affirmative defense, DRH states that if in fact the wall was not sufficiently constructed to perform as expected based on the grading of the Lots 319 -335, then the CDD was negligent, directly or vicariously, in the design and construction of the subject wall in that such wall as any force placed on the wall by the inert earth or dirt were reasonably foreseeable forces which were known or should have been known to the CDD, its designers and its contractors. The negligence of the CDD was the sole or proximate cause of the damages which the CDD claims it suffered or will suffer. No design considerations were made by the CDD in the engineering of the wall to account for the forces which the CDD now claims are

excessive. Therefore, any award of damages against DRH should be reduced in accordance with the principals of comparative negligence.

7. As its seventh affirmative defense, DRH states to the extent the CDD proves some or all of its allegations, then there are sufficient intervening and superseding causes, including negligence, defective work, errors, omissions or instructions by each, any or all of the CDD, its designers, its contractors and the homeowners of Lots 319-330, and other third parties, at this time known and unknown, which were the proximate causes of the damages the Association seeks by way of this action. In accordance with Section 768.81, Florida Statutes, for an apportionment of fault and damages by the fact finder in this action, and that any judgment entered against DRH be adjusted and based on the basis of each of such party's percentage of fault, and not on the basis of joint and several liability.

**BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC**

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 7, 2018 I electronically filed the foregoing with the Florida Courts E-Filing Portal which will serve a copy via electronic mail to:

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