



**TRADITION
COMMUNITY DEVELOPMENT
DISTRICT NO.'s 1-10**

**PORT ST. LUCIE
REGULAR BOARD MEETING
DECEMBER 9, 2020
11:00 A.M.**

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

www.traditioncdd1.org
www.traditioncdd2.org
www.traditioncdd3.org
www.traditioncdd4.org
www.traditioncdd5.org
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561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10
Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987
OR
Join Zoom Meeting: <https://us02web.zoom.us/j/3341025012>
Meeting ID: 334 102 5012
Dial In at: 1 929 436 2866
REGULAR BOARD MEETING
December 9, 2020
11:00 a.m.

- A. Call to Order**
- B. Proof of Publication.....Page 1**
- C. Establish Quorum**
- D. Additions or Deletions**
- E. Comments from the Public Not on the Agenda**
- F. Consent Items**
 - 1. Approval of November 4, 2020 Regular Board Meeting Minutes.....Page 3
 - 2. Approval of WA #19-143-115; Emry (WG1) and Fernlake Roadway.....Page 8
 - 3. Approval of WA #19-143-116; Living Faith Church.....Page 10
- G. Old Business**
 - 1. Consider Adopting Resolution 2020-25 for District No.3; Adopting Fiscal Year 2019/2020 Final Amended Budget.....Page 12
 - 2. Consider Adopting Resolution 2020-27 for District No. 3; Ratifying and Approving Actions Taken by the Board of Supervisors at Meetings Held via Media Communications Technology Pursuant to Executive Order No. 20-69, as Amended and Extended, as a Result of the COVID-19 Pandemic.....Page 15
- H. New Business**
 - 1. “Beep” Presentation by Steve Garrett with Lucido & Associates
 - 2. Consideration of Engagement Letter from DMHB; Audit Proposal.....Page 22
 - 3. Consider Memorandum No. 20-05; Interlocal Agreement for the Provision of Autonomous Electric Vehicle Trolley Services.....Page 26
 - 4. Consider Memorandum No. 20-06; Amendment #1 to Beep Master Agreement for the Provision of Autonomous Electric Vehicle Trolley Services.....Page 62
 - 5. Certificates of Title for Beep Vehicles.....Page 65
 - 6. Appointment to Vacant Board Seat District No. 3/ Seat No. 3
 - 7. Appointment to Vacant Board Seat: District No. 5/ Seat No. 4
- I. Administrative Matters**
 - 1. Manager’s Report
 - 2. Attorney’s Report

3. Engineer's Report	
4. Financial Report.....	Page 79
5. Founder's Report	
J. Board Member Comments	
K. Adjourn	

**TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10
FISCAL YEAR 2020/2021
REGULAR BOARD MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Tradition Community Development District Nos. 1-10 (“Districts”) will conduct Regular Board Meetings of the Board of Supervisors (“Board”) for the purpose of conducting the business of the Districts that may properly come before the Board. The following meetings will be held at 11:00 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the following dates:

October 14, 2020
November 4, 2020
December 9, 2020
January 13, 2021
February 10, 2021
March 10, 2021
April 14, 2021
May 12, 2021
June 9, 2021
July 14, 2021
August 11, 2021
September 1, 2021

An Irrigation Committee Meeting will take place at 9:00 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the above dates, as indicated.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued to a date, time and place to be specified on the record. A copy of the agenda for the meetings may be obtained from the District Manager’s office located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone may be present at the meeting location so that one or more Supervisors may attend the meeting and be fully informed of the discussions taking place.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at 772-345-5119 and/or toll free at 1-877-737-4922 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.

Each person who decides to appeal any action taken at a meeting is advised that they will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10

www.traditioncdd1.org

PUBLISH: ST. LUCIE NEWS TRIBUNE 10/05/20

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10
Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987
REGULAR BOARD MEETING
November 4, 2020
11:00 a.m.

A. CALL TO ORDER

The Regular Board Meeting of the Tradition Community Development District No.'s 1-10 of November 4, 2020, was called to order at 11:02 a.m. in the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed notice of the Regular Board Meeting had been published in the *St. Lucie News Tribune* on October 5th, 2020, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

CDD #'s 1,2,7,8,9,10		
Chairman	Jeremy Bunner	Present
Vice Chairman	Lorie Moccia	Present
Supervisor	Carolyn DeSanti	Present
Supervisor	Tanya Contreras	Absent
Supervisor	Joel Arrington	Present via Zoom

CDD # 3		(No Quorum)
Chairman	Isiah Steinberg	Present
Vice Chairman	Rick Dufour	Present via Zoom
Supervisor	Carol Anderson	Absent
Supervisor	"Vacant"	-
Supervisor	Rosario "Roy" Perconte	Present

CDD # 4		
Chairman	Gail Cost	Absent
Vice Chairman	Norm Ytkin	Present
Supervisor	Rob Siedlecki	Present
Supervisor	"Vacant"	-
Supervisor	Geof Hoge	Present

CDD # 5		
Chairman	Cathy Powers	Present
Vice Chairman	Chris King	Present
Supervisor	Roland "Dave" Lasher	Present
Supervisor	Rick Dixon	Present
Supervisor	Frank Webster	Absent

CDD # 6		
Chairman	Frank Carapazza	Present
Vice Chairman	Jerry Krbec	Present
Supervisor	Howard Rothman	Present
Supervisor	Luis Pagan	Present
Supervisor	Tom Battaglia	Present

Staff members in attendance were:

District Manager	B. Frank Sakuma, Jr.	Special District Services, Inc.
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Also present were: Samantha Fischer & Dan Burgess with Lake & Wetland; (See attached sign-in sheet)

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Sakuma announced one addition to the agenda under “New Business” (H-6); WA #19-143-114: Tradition Parkway Extension

A **Motion** was made by CDD #1 Mr. Bunner, seconded by Ms. Moccia and passed unanimously to Approve the Agenda as amended.

E. COMMENTS FROM THE PUBLIC

Ms. Milmore of Town Park asked about the \$70k line item for BEEP. Mr. Sakuma reviewed the agreement and Mr. Karmeris identified the invoice amounts in the financial report. A BEEP payment schedule will be sent to the Supervisors for review.

F. CONSENT ITEMS

1. October 14, 2020, Regular Board Meeting Minutes

Mr. Rick Dufour made a correction to the October 14, 2020 meeting Minutes to reflect that he was present and not absent from this meeting.

A **Motion** was made by CDD #1 Ms. DeSanti, seconded by Ms. Moccia and passed unanimously to Approve all item(s) under consent as amended.

G. OLD BUSINESS

There were no matters of old business to come before the Board.

H. NEW BUSINESS

1. Resolution No. 2020-25 for District No.’s 1-10; Adopting Fiscal Year 2019/2020 Final Amended Budget

Resolution No. 2020-25 was presented, entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10 AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2019/2020 BUDGET, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Carapazza asked about the \$340,000 in the contingency line item. Mr. Karmeris reviewed the previous year budget and addressed the contingency amount.

Mr. Palumbo discussed the BEEP program and its revenue source. The Board requested to review the BEEP presentation at the next meeting.

A **Motion** was made by CDD No.'s 1,2,7,8,9, &10 Ms. Desanti, seconded by Ms. Moccia and passed unanimously to Adopt Resolution No. 2020-25.

A **Motion** was made by CDD No. 4 Mr. Hoge, seconded by Mr. Ytkin and passed unanimously to Adopt Resolution No. 2020-25.

A **Motion** was made by CDD No. 5 Dr. Powers, seconded by Mr. Dixon and passed unanimously to Adopt Resolution No. 2020-25.

A **Motion** was made by CDD No. 6 Mr. Carapazza, seconded by Mr. Krbec and passed unanimously to Adopt Resolution No. 2020-25.

2. Resolution No. 2020-27; Ratifying and Approving Actions Taken by the Board of Supervisors at Meetings Held via Media Communications Technology Pursuant to Executive Order No. 20-69, as Amended and Extended, as a Result of the COVID-19 Pandemic

Resolution No. 2020-27 was presented, entitled:

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10 RATIFYING AND APPROVING ACTIONS TAKEN BY THE BOARD OF SUPERVISORS AT MEETINGS HELD VIA MEDIA COMMUNICATIONS TECHNOLOGY PURSUANT TO EXECUTIVE ORDER NO. 20-69, AS AMENDED AND EXTENDED, AS A RESULT OF THE COVID-19 PANDEMIC.

A **Motion** was made by CDD No. 1 Ms. Desanti, seconded by Mr. Bunner, with the amended Resolution showing "Vista CDD" edited to "Tradition CDD", passed unanimously to Adopt Resolution No. 2020-27.

3. Lake and Wetland Mitigation Maintenance Contract

A **Motion** was made by CDD No. 1 Mr. Bunner, seconded by Ms. DeSanti and passed unanimously to Approve the Second Amendment to Aquatic Maintenance Contract.

4. WA #6-7-1114; Lake Park Phase 3-Lake

Approval of WA #6-7-1114; Lake Park Phase 3-Lake: Accept maintenance responsibility for the listed lakes and pipes connecting the lakes, which are part of the Tradition Master Stormwater System upon receipt of an executed 12-month Warranty of Transferred Improvements. Approve Chair to execute SFWMD Transfer Form upon receipt of Warranty.

Mr. Carapazza stated that the interconnecting pipes between lakes M4 & M7 had been clogged with sand before being cleared by the developer. He would like a 1-year warranty on the piping and to create an escrow account for possible future failures.

Ms. Cranford has inspected the lakes; they are in compliance and functioning properly.

Mr. Pagan asked about the lake restoration fund amount. Mr. Karmeris stated there was \$535,931 available.

A **Motion** was made by CDD No. 1 Mr. Bunner, seconded by Ms. DeSanti and passed unanimously to Approve WA #6-7-1114; Lake Park Phase 3-Lake.

5. WA #6-7-1114-RW2; Lake Park Phase 3 – Right of Way

Approval of WA #6-7-1114-RW2; Lake Park Phase 3 – Right of Way; Approve installation of the irrigation lines and valve boxes within water management tracts for Lakes #7-10, conditional upon any leaks and resulting erosion to the lake banks being repaired within 72 hours of discovery. Once the CDD accepts the lakes, they will be responsible for maintenance of aquatic vegetation which might reduce the water quality or storm water attenuation provided by the lakes. The HOA will continue to be responsible for lake bank maintenance including any damage caused by irrigation leaks.

A **Motion** was made by CDD No. 1 Mr. Bunner, seconded by Ms. DeSanti and passed unanimously to Approve WA #6-7-1114-RW2.

6. WA #19-143-114; Tradition Parkway Extension (Surface Water)

Approval of WA #19-143-114; Tradition Parkway Extension (Surface Water) Approval of the Work Authorization #19-143-114 conditioned upon receipt of review fees, surface water deposit, and calculations demonstrating the project's compliance with the land use and stage-storage assumptions included in the Conceptual Environmental Resource Permit for Tradition and Tradition CDD Policies and Procedures Manual.

A **Motion** was made by CDD No. 1 Mr. Bunner, seconded by Ms. Moccia and passed unanimously to Approve WA WA #19-143-114.

I. ADMINISTRATIVE MATTERS

1. Manager's Report

Mr. Sakuma had nothing further to report.

2. Attorney's Report

Mr. Harrell had nothing further to report at this time.

3. Engineer's Report

Ms. Cranford had no additional reports.

4. Financial Report

Mr. Karmeris gave an update on the financials.

5. Founder's Report

No Founder's Report was offered.

J. BOARD MEMBER COMMENTS

Dr. Powers asked if there will be any negative impact on the Peacock Canal, due to the construction on Crosstown & Village Parkway? Mr. Palumbo stated that there has been no impact and that the CDD Engineers have done a great job.

Mr. Pagan wanted to know why the Town Park neighborhood was not on the new signage? Mr. Palumbo addressed that the HOA and didn't want to pay for the sign, but this will be corrected soon. Both Town Park and Bedford Park need to be evaluated for the signage program.

Mr. Pagan commented that the landscaping on Community Blvd. & the entrance to Town Park needs replacement.

Mr. Carapazza announced that he is moving and this would be his last meeting.

K. ADJOURN

There being no further business to come before the Board, CDD No. 1 Mr. Bunner **moved** for adjournment at 12.36 p.m., Ms. Moccia seconded and the **motion** carried unanimously.

Secretary/Assistant Secretary

Chair/Vice-Chair

**Tradition Community Development District
Board Meeting Date: December 9, 2020
BOARD AGENDA ITEM**

Subject: Emry (WG1) and Fernlake Roadway
Work Authorization No. 19-143-115
C&T Project No. 19-143.TR7.003.1120.S

Background:

On November 4, the Tradition CDD Engineer received an application for a Work Authorization for Emry and Fernlake Road, a 131-unit residential community on 35.8 acres and 1000-lf of adjacent 2-lane roadway. This request is for a new connection to the CDD operated surface water management within CDD 7. The lake within Water Management Tract SMT 1 (4.43 acres) and the interconnecting pipe to SMT2 are proposed to be turned over the CDD for perpetual maintenance.

The associated plat is also included in this Work Authorization application.

Recommended Action:

Approve proposed project connecting to the Tradition Master Stormwater System and the Chair to sign the plat mylar under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

Location: Tradition Community Development District CDD.07

Within Tradition Irrigation Service Area? Yes

Fiscal Information: The lake within SMT1 and discharge pipe to SMT2 are proposed to be turned over to the CDD for perpetual maintenance. The increased maintenance costs have been included in the CDD Stormwater System operational budget.

Grant Related? No
Additional Comments: None

Board Action:

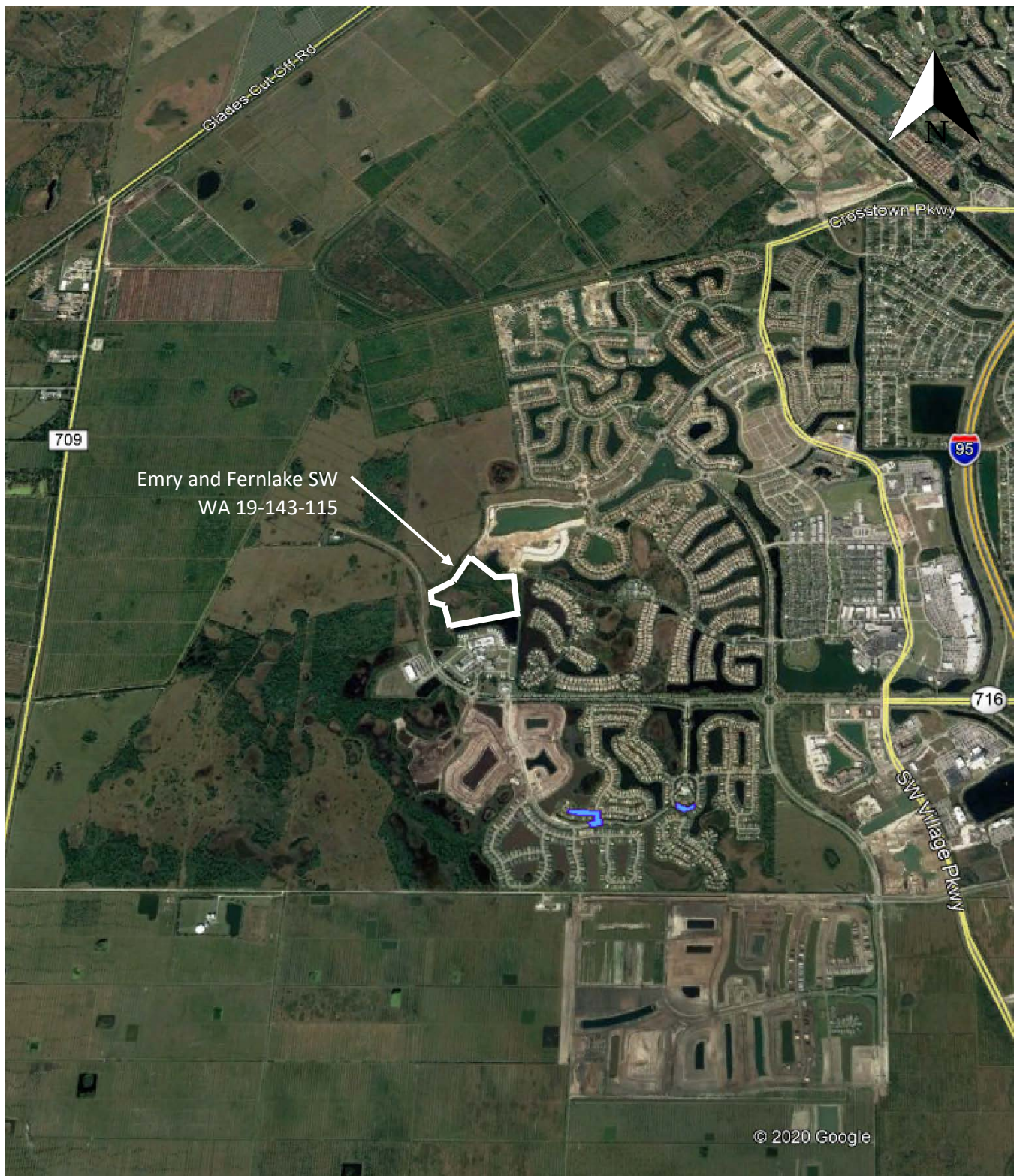
Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

November 24, 2020



WA 19-143-115

Project No. 19-143TR7.003
Date: 11/24/2020
WA 19-143-115 Location Map Emry and
Fernlake

EXHIBIT 1

Emry (WG1) and Fernlake SW SITE LOCATION MAP

**Tradition Community Development District
Board Meeting Date: December 9, 2020
BOARD AGENDA ITEM**

Subject: Living Faith Church
Work Authorization No. 19-143-116
C&T Project No. 19-143.TR7.004.1120.W

Background:

On November 19, 2020, the Tradition CDD Engineer received a Work Authorization application for a surface water system connection to the Tradition Master Stormwater System within CDD 7. The 4700-sf assembly building will be constructed on a 2.4-acre parcel. None of the proposed infrastructure is proposed to be dedicated to the CDD.

The association Plat 58, Replat Lot 2 was recorded in 2015.

Recommended Action:

Approve proposed project connecting to the Tradition Master Stormwater System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

Location: Tradition Community Development District CDD.07

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project does not include infrastructure dedicated to the CDD. It is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

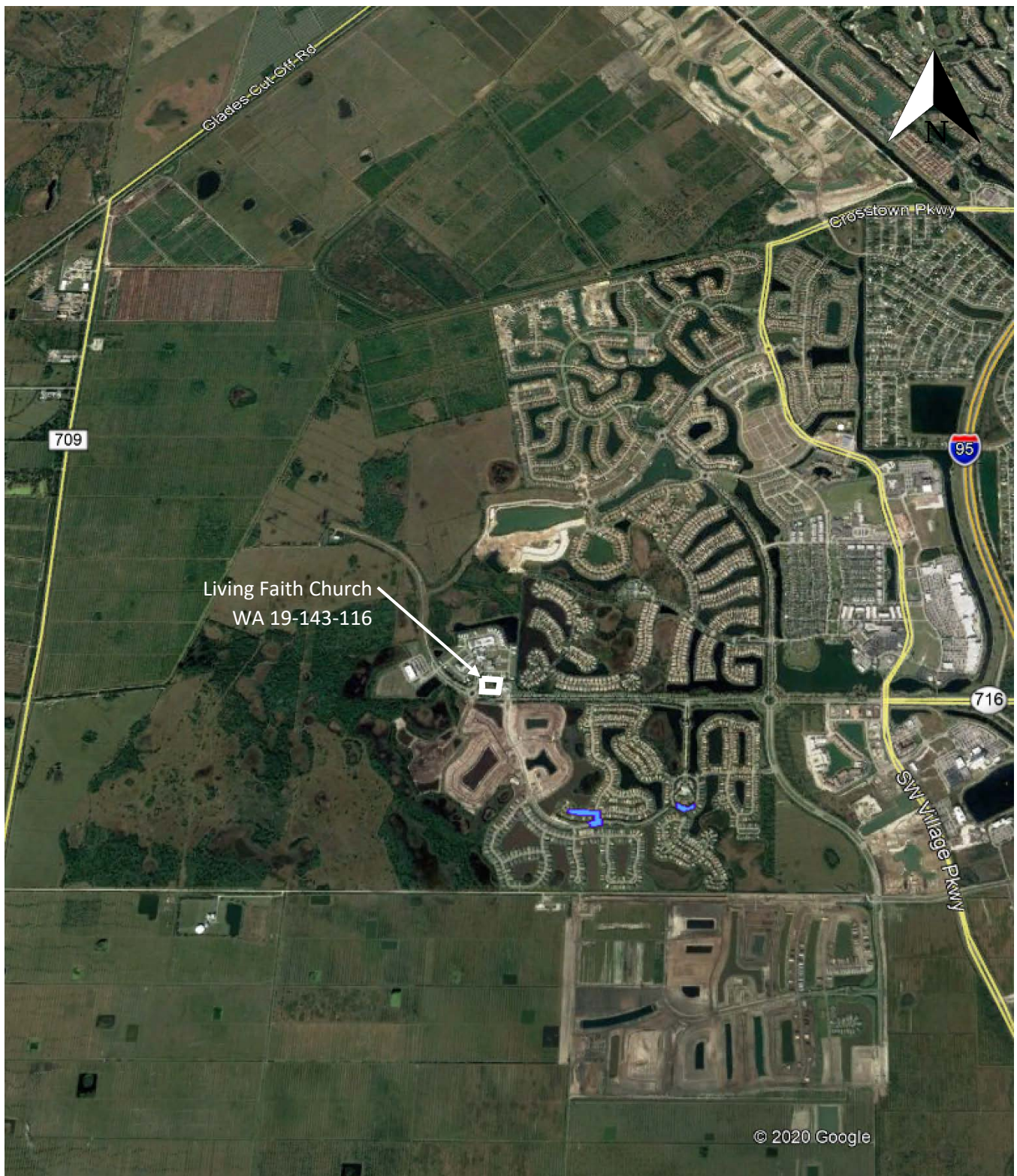
Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

November 24, 2020



WA 19-143-116

Project No. 19-143.TR7.004
Date: 11/24/2020
WA 19-143-116 Location Map Living
Faith Church

EXHIBIT 1

Living Faith Church SITE LOCATION MAP

RESOLUTION NO. 2020-25

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10
AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR
2019/2020 BUDGET, PURSUANT TO CHAPTER 190, FLORIDA
STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Tradition Community Development District No. 1 ("District No. 1") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes ("Act"); and

WHEREAS, District No. 1, along with Tradition Community Development District Nos. 2-10 ("Other Districts," and collectively with District No. 1, the "Districts") are parties to that certain Amended and Restated District Development Interlocal Agreement dated April 8, 2008, and recorded in Official Records Book 2983, Page 1074, of the public records of St. Lucie County, Florida ("District Interlocal Agreement"), whereby the Districts have delegated to District No. 1 the authority to act on behalf of the Districts with respect to development and approval of the annual budget for the Districts; and

WHEREAS, the Districts are empowered to provide a funding source and to impose special assessments upon the properties within the Districts; and

WHEREAS, District No.'s 1-10 has prepared for consideration and approval an Amended Budget for the Districts.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10 THAT:**

Section 1. The Amended Budget for Fiscal Year 2019/2020 attached hereto as Exhibit "A" is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of District No.'s 1-10 is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 4th day of November, 2020.

ATTEST:

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 2

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 3

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 4

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 5

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 6

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 7

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 8

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 9

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 10

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

RESOLUTION 2020-27

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10 RATIFYING AND APPROVING ACTIONS TAKEN BY THE BOARD OF SUPERVISORS AT MEETINGS HELD VIA MEDIA COMMUNICATIONS TECHNOLOGY PURSUANT TO EXECUTIVE ORDER NO. 20-69, AS AMENDED AND EXTENDED, AS A RESULT OF THE COVID-19 PANDEMIC

WHEREAS, the COVID-19 pandemic has significantly impacted the Vista Community Development District (the “District”) and those residing and owning property within the boundaries of the District; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis (the “Governor”) issued Executive Order No. 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, the Governor issued Executive Order No. 20-52, declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, in a series of actions in March 2020, President Donald Trump, the Centers for Disease Control and Prevention (the “CDC”), and the White House Coronavirus Task Force have issued guidance advising individuals to adopt far-reaching social distancing measures recommending restrictions on mass gatherings and congregations, including public meetings; and

WHEREAS, on March 20, 2020, the Governor issued Executive Order No. 20-69 temporarily suspending the statutory requirement that a quorum be present in person at a specific

public place, authorizing the use of media communications technology, such as telephonic and video conferencing, as provided in Section 120.54(5)(b)2, Florida Statutes; and

WHEREAS, Executive Order No. 20-69 was amended and extended by subsequent Executive Orders of Governor Ron DeSantis, including Executive Order No. 20-246, which extended the temporary suspension of the statutory requirement that a quorum be present at a specific place and authorizing the use of media communications technology, until November 1, 2020 at 12:01 AM; and

WHEREAS, on March 24, 2020, the Governor issued Executive Order No. 20-83, directing the State of Florida Surgeon General and State Health Officer to issue a public health advisory urging the public to avoid all social and recreational gatherings of ten or more people and urging those can work remotely to do so; and

WHEREAS, the Governor, on April 3, 2020, issued Executive Order No. 20-91 (later amended by Executive Order 20-92), directing that all persons in Florida shall limit their movements and personal interactions outside their home to those necessary to obtain or provide essential services or to conduct essential activities; and

WHEREAS, on June 10, 2020; July 8, 2020; August 12, 2020; August 28, 2020; September 9, 2020 and October 14, 2020 the District Board of Supervisors met, pursuant to and under the authority of Executive Order No. 20-69, as amended and extended, utilizing media communications technology; and

WHEREAS, the District Board of Supervisors intends to ratify and approve those actions taken by the District Board of Supervisors at its meeting(s) held via media communications technology on June 10, 2020; July 8, 2020; August 12, 2020; August 28, 2020; September 9, 2020 and October 14, 2020 and

WHEREAS, due to the COVID-19 pandemic and the health concerns associated with securing signatures on certain instruments necessary for the District to conduct business, including, but not limited to, agreements, proposals, resolutions, and approved meeting minutes, in accordance with the authority granted in Chapter 668, Florida Statutes, the District may have utilized DocuSign or other acceptable electronic signature software to secure signatures the proper District officials; and

WHEREAS, the Board hereby finds and determines that the use of DocuSign or other acceptable electronic signature software pursuant to Chapter 668, Florida Statutes, if any, between March 1, 2020 and October 30, 2020, was necessary to properly conduct the business of the District.

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

Section 1. The above recitals are true and correct and incorporated herein as if set forth in full herein. The Executive Orders referenced herein are incorporated herein by reference.

Section 2. Those actions taken by the District Board of Supervisors at its meetings held pursuant to the authority of the Governor's Executive Order No. 20-69, as amended and extended, via media communications technology on June 10, 2020; July 8, 2020; August 12, 2020; August 28, 2020; September 9, 2020 and October 14, 2020, are hereby ratified and approved.

Section 3. Any use by the District between March 1, 2020 and October 30, 2020 of DocuSign or other acceptable electronic signature software pursuant to Chapter 668, Florida Statutes, in order to secure the signature(s) of the proper District officials on those instruments necessary for the District to conduct business, including, but not limited to, agreements, proposals, resolutions, and approved meeting minutes, is hereby ratified and approved.

Section 4. All sections, or parts thereof, which conflict herewith, are, to the extent of such conflict, superseded and repealed. In the event that any portion of this Resolution is found to be unconstitutional or improper, it shall be severed herein and shall not affect the validity of the remaining portions of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2020, by the Board of Supervisors of the Vista Community Development District.

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 2**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 3**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 4**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 7**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 8**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 9**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 10**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

“BEEP” Presentation by:
Steve Garrett with
Lucido & Associates



November 6, 2020

Tradition Community Development District
Board of Supervisors

We are pleased to confirm our understanding of the services we are to provide for the Tradition Community Development Districts 1 – 10, for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Tradition Community Development District as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Tradition Community Development District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Tradition Community Development District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary comparison schedule

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Tradition Community Development District and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on the supplementary information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Tradition Community Development District's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will assist in the preparation of confirmations we request and will locate any documents selected by us for testing.

Jim Hartley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fees for these services are estimated not to exceed \$33,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary or if additional Bonds are issued, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice. Upon any termination of this Agreement, the District will pay all invoices for services rendered prior to the date of the notice of termination but subject to any offsets that the District may have. Pursuant to Section 218.391, Florida Statutes, all invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this engagement.

We shall take all necessary steps to ensure that the audit is completed in a timely fashion so that the financial reports and audits may be approved by the District's Board of Supervisors within 180 days after the end of the fiscal year under review.

We agree and understand that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agree to cooperate with public record requests made there under. In connection with this Agreement, we agree to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, we will:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

We appreciate the opportunity to be of service to Tradition Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

This letter will continue in effect until canceled by either party.



DiBartolomeo, McBee, Hartley & Barnes, P.A.

RESPONSE:

This letter correctly sets forth the understanding of Tradition Community Development District.

By: _____

Title: _____

Date: _____

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VIA ELECTRONIC TRANSMISSION ONLY

MEMORANDUM NO. 20-05

November 20, 2020

MEMORANDUM TO MR. B. FRANK SAKUMA, JR., DISTRICT MANAGER, TRADITION
AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS

Re: Interlocal Agreement for the Provision of Autonomous Electric Vehicle Trolley
Services

G&H File No. 1513-001

At their meetings held on October 14, 2020, the Boards of Supervisors of the Tradition and Southern Grove Community Development Districts considered but did not all approve a proposed interlocal agreement for the provision of autonomous electric vehicle ("AV") trolley services. Board members expressed a number of concerns with the draft agreement, in particular whether each individual Board would have approval authority for assessments levied within its respective District for operation and maintenance of the AVs ("AV O&M"). Attached is a revised draft interlocal agreement that clarifies individual Board approval authority for AV O&M assessments, as shown in redline from the prior draft.

As explained at the October 14 meetings, if approved, the agreement would:

- Delegate to Tradition CDD1 and the Southern Grove "Issuer" District authority to plan, finance, acquire, and construct AVs and related equipment and facilities, with Tradition CDD1 as the owner and operator (see Section 2(a))
- Set limiting conditions on the planning, financing, acquisition, and construction activities delegated to Tradition CDD1 and the Southern Grove "Issuer" District (see Section 2(b))
- Prohibit capital assessments for the AVs and related equipment and facilities within the "2003 Benefit Area" (all of Tradition CDDs 1 through 6 and a portion of 7) (see Section 2(c))
- Provide that the planning, financing, acquisition, and construction activities delegated to Tradition CDD1 and the Southern Grove are subject to all provisions and limitations

Mr. B. Frank Sakuma, Jr.
November 20, 2020
Page 2

set forth in the respective Tradition District Interlocal Agreement and Southern Grove District Interlocal Agreement (see Section 2(d))

- Delegate to Tradition CDD1 authority to implement all matters related to AV O&M, subject to each individual Board's right to approve, or disapprove, the AV O&M Cost Report and AV O&M Methodology prior to any AV O&M assessment being levied within its respective District (see Section 3)
- Provide for joinder in the interlocal agreement by any new community development district that might be established within the current boundaries of the Tradition and Southern Grove Districts (see Section 4)
- Establish an AV Services Advisory Committee "to review and oversee all maintenance assessments established, proposed, and maintained by TCDD1 in its operation and maintenance of the AVs and related facilities and equipment and the provision of AV Services, and all routing and scheduling of AV Services" (see Sections 5-9)
- Provide that the Advisory Committee will review any proposed revision of the initial and all subsequent maintenance assessments established for the operation and maintenance of the AVs (see Section 9(b))
- Provide that Tradition CDD1 may not enact a proposed increase in the maintenance assessment levied for operation and maintenance of the AVs that exceeds ten percent of the assessment levied for the prior fiscal year unless the Advisory Committee has recommended approval of such proposal or fails to act within 45 days of such proposal being presented to the Committee (see Section 9(d) and (e))

I understand that this matter will be brought back to the Tradition and Southern Grove Boards at their meetings scheduled for December 9, 2020. Please advise if you require additional information.

Daniel B. Harrell

Daniel B. Harrell

DBH/mm
Attachment

cc: Mr. Pete Pimentel
Mr. Andrew Karmeris

INTERLOCAL AGREEMENT FOR THE PROVISION OF AUTONOMOUS ELECTRIC VEHICLE TROLLEY SERVICES

This INTERLOCAL AGREEMENT FOR THE PROVISION OF AUTONOMOUS ELECTRIC VEHICLE TROLLEY SERVICES (“Agreement”) is entered into this ____ day of _____, 2020, by and among **TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1 (“TCDD1”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 2 (“TCDD2”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 3 (“TCDD3”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 4 (“TCDD4”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 5 (“TCDD5”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 6 (“TCDD6”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 7 (“TCDD7”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 8 (“TCDD8”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 9 (“TCDD9”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 10 (“TCDD10”** and, together with TCDD1, TCDD2, TCDD3, TCDD4, TCDD5, TCDD6, TCDD7, TCDD8, and TCDD9, the “Tradition Districts”), **SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1 (“SGCDD1”), SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2 (“SGCDD2”), SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3 (“SGCDD3”), SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4 (“SGCDD4”), SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 (“SGCDD5”), and SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6 (“SGCDD6”** and, together with SGCDD1, SGCDD2, SGCDD3, SGCDD4, and SGCDD5, the “Southern Grove Districts”), each a community development district established pursuant to Chapter 190, Florida Statutes (“Act”), and each a local unit of special purpose government, the exclusive charter for each being set forth in the provisions of Sections 190.006-190.041 of the Act (each of such districts being sometimes hereinafter referred to as a “District” or, collectively, as the “Districts,” and all of the Districts except TCDD1, the “Other Districts”).

PRELIMINARY STATEMENT

A. Each of the Districts was established in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (“Act”), by an ordinance of St. Lucie County, a political subdivision of the State of Florida (“County”), or an ordinance of the City of Port St. Lucie, a municipal corporation of the State of Florida (“City”). As the result of annexations, all of the land in each of the Districts is now located within the boundaries of the City.

B. The principal purpose of each District is to exercise its special powers to provide infrastructure, public improvements, and community facilities and services for the benefit of the land within the boundaries of that District (“District Lands”), as provided in Section 190.012 of the Act. Each of the Districts has the power to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, and equip, operate, and maintain systems, facilities, and basic infrastructure for capital projects serving the District Lands of such District, including trolleys, shuttles, and related transport facilities and services.

C. Each of the Districts is authorized by the Act and other applicable law to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the activities and services of such District.

D. Mattamy Palm Beach, LLC, a Delaware limited liability company (“Developer”), as principal owner of the undeveloped residential lands within the Districts, has requested TCDD1 to enter a Master Agreement with Beep, Inc. (“Beep”), a Delaware corporation, to provide autonomous vehicles (“AVs”), operation of such vehicles, supporting services, and software applications to implement autonomous electric vehicle trolley or shuttle services (“AV Services”) within the Districts.

E. TCDD1 is willing to engage Beep for such purposes in accordance with an agreement in the form attached as Exhibit A (“Beep Master Agreement”) as long as (1) the Developer agrees to fund all costs and expenses incurred by TCDD1 under or as a result of the Beep Master Agreement, and any Order or Statement of Work (as such terms are defined in the Beep Master Agreement) executed in connection with the Beep Master Agreement in advance of the proceeds of bonds, if any, being available to pay the cost of acquiring the AVs and related equipment and facilities, and (2) the Districts enter into this interlocal agreement to provide authorization for TCDD1 (a) to operate or cause to be operated the AVs and provide or cause to be provided AV Services within the boundaries of all of the Districts, and (b) to fund the provision of AV Services by maintenance assessments levied and collected within all of the Districts in proportion to the benefits received by each tract of land assessed for such services, as provided in Section 190.021(3), Florida Statutes.

F. The Developer entered into an agreement attached as Exhibit B (“Developer Funding Agreement”) to advance all costs and expenses incurred by TCDD1 under or as a result of the Beep Master Agreement and the initial Order and Statement of Work executed concurrently with the Beep Master Agreement (which are attached hereto as part of Exhibit A), in advance of the proceeds of bonds, if any, being available to pay the cost of acquiring the AVs and related facilities and equipment.

G. The Districts hereby determine that the capital cost of AVs and related facilities and equipment to be owned by TCD1 on behalf of the Districts can be handled more efficiently for the benefit of the District Lands if the responsibility for planning, financing, acquiring, and constructing such AVs and related facilities and equipment is delegated to:

(1) TCDD1, acting for itself and on behalf of each of the other Districts in accordance with that certain Amended and Restated District Development Interlocal Agreement dated as of April 8, 2008, and recorded at Official Records Book 2983, Pages 1074-1124, of the Public Records of St. Lucie County, Florida (“Tradition District Interlocal Agreement”), with respect to appropriately designated components of the AVs and related facilities and equipment that comprise portions of the “Community Infrastructure” within the “New CIP,” as such terms are defined in the Tradition District Interlocal Agreement, and

(2) The “Issuer,” as defined in and acting for itself and on behalf of each of the other Southern Grove Districts in accordance with that certain Second Amended and Restated District Development Interlocal Agreement dated as of July 9, 2013, and recorded at Official Records Book 3539, Pages 672-713, of the Public Records of St. Lucie County, Florida, as amended by that certain First Amendment dated November 15, 2019, and recorded at Official Records Book 4347, Pages 2572-2577, of the Public Records of St. Lucie County, Florida (“Southern Grove District Interlocal Agreement”), with respect to appropriately designated components of the AVs and related facilities and equipment that comprise portions of the “Community Infrastructure,” as such term is defined in the Southern Grove District Interlocal Agreement.

The Districts further determine that TCDD1 shall be the owner of the AVs and related facilities and equipment, regardless of whether the cost of financing the same is paid, all or in part, with proceeds of bonds, if any, issued by TCDD1 in accordance with the provisions of the Tradition District Interlocal Agreement or proceeds of bonds, if any, issued by the Issuer in accordance with the provisions of the Southern Grove District Interlocal Agreement, in each case, as more fully described herein.

H. The Districts further determine that planning, financing, acquiring, and constructing the AVs and related facilities and equipment shall not be funded by “Public Infrastructure Assessments” within the “2003 Benefit Area,” as such terms are defined in the Tradition District Interlocal Agreement.

I. The Districts hereby determine that the operation and maintenance of the AVs and related facilities and equipment, and the provision of AV Services owned by the Districts can be handled more efficiently for the benefit of the District Lands in all of the Districts if the responsibility for overseeing such operation and maintenance is delegated to a single District, TCDD1, and by this Agreement the Districts authorize TCDD1 to operate the AVs and provide AV Services within the boundaries of all of the Districts, and to fund the provision of AV Services by maintenance assessments levied and collected within all of the Districts in proportion to the benefits received by each tract of land assessed for such services.

J. By entering into this Agreement, each of the Other Districts desires to provide for the exercise of its separate constitutional and statutory duties, and, pursuant to the authority granted under Section 163.01, Florida Statutes, to delegate to TCDD1 the authority to enter into contracts, undertake financings, perform services, and otherwise take all actions necessary with respect to the AVs and related facilities and equipment and the provision of AV Services within all of the Districts. Such delegation by each of the Other Districts to TCDD1 is not intended to be an absolute permanent divestiture of the powers of each respective District, and such delegation shall cease and be of no force and effect upon the termination of this Agreement.

K. The Districts desire to provide herein for matters relating to the planning, financing, acquiring, and constructing of the AVs and related facilities and equipment and TCDD1 desires to share with the Other Districts responsibility for establishing and maintaining assessments for operation and maintenance of the AVs and related facilities and equipment and provision of the AV Services, and for revising routes, schedules, and services to best meet the

needs of all of the Districts, by creating an AV Services Advisory Committee as provided in this Agreement.

L. The Districts are entering into this Agreement pursuant to the authority granted to each by the Act; the ordinances of the County and the City, as applicable, establishing the Districts; the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes; and other applicable provisions of law.

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual promises and other considerations contained herein, and intending to be legally bound hereby, agree as follows:

Section 1. Recitations. The recitations and findings set forth in the above Preliminary Statement are true and correct and are hereby incorporated by reference into this Agreement.

Section 2. Delegation Relating to the Capital Cost of AV Equipment and Facilities. Subject to the terms and conditions of this Agreement:

(a) The Districts hereby delegate authority to implement all matters relating to the planning, financing, acquisition, and construction of the AVs and related equipment and facilities to:

(1) TCDD1 with respect to appropriately designated components of the AVs and related facilities and equipment comprising portions of the “Community Infrastructure” within the “New CIP,” as such terms are defined in the Tradition District Interlocal Agreement, including, without limitation, to mean that applicable development orders require such AVs and related equipment and facilities to be implemented, and

(2) The “Issuer” with respect to appropriately designated components of the AVs and related facilities and equipment that comprise portions of the “Community Infrastructure,” as such terms are defined in the Southern Grove District Interlocal Agreement, including, without limitation, to mean that applicable development orders require such AVs and related equipment and facilities to be implemented.

The Districts further determine that TCDD1 shall be the owner of the AVs and related facilities and equipment, regardless of whether the cost of financing the same is paid, all or in part, with proceeds of bonds, if any, issued by TCDD1 in accordance with the provisions of the Tradition District Interlocal Agreement or proceeds of bonds, if any, issued by the Issuer in accordance with the provisions of the Southern Grove District Interlocal Agreement, in each case, as more fully described herein.

(b) Any planning, financing, acquisition, and construction of the AVs and related equipment and facilities shall be subject to the following conditions:

(1) A Developer Funding Agreement shall have been executed substantially in the form attached hereto as Exhibit B with respect to any costs and

expenses not covered by a previously-executed Developer Funding Agreement, unless developer advances are not required to fund such planning, financing, acquisition and construction.

(2) AVs shall be purchased only pursuant to the Beep Master Agreement, with the specific AVs to be purchased being specified in an Order and/or Statement of Work.

(3) No amendment to the Beep Master Agreement shall be executed by TCDD1 without the prior approval of the Other Districts.

(4) ~~TCDD1~~ TCDD1 shall take no actions that could adversely impact the tax-exempt status of bonds (other than taxable bonds) relating to the AVs and related equipment and facilities issued by ~~TCDD1~~ TCDD1 or an “Issuer” within the meaning of the Southern Grove District Interlocal Agreement.

(5) Prior to executing any Order and/or Statement of Work subsequent to the initial Order and initial Statement of Work attached hereto as part of Exhibit A, TCDD1, or any other Financing District then serving as the “Issuer” under the Southern Grove District Interlocal Agreement and executing such Order and/or Statement of Work, shall notify the Other Districts in writing.

(6) If TCDD1 determines to issue bonds in accordance with the Tradition District Interlocal Agreement to finance, all or in part, the planning, construction and acquisition of AVs and related facilities and equipment (including through repayment of Developer advances), it shall notify the Other Districts in writing.

(7) If TCDD1 determines it is necessary and appropriate for one of the other Southern Grove Districts ~~than~~ then serving as “Issuer” under the Southern Grove District Interlocal Agreement to issue bonds to finance the cost of planning, constructing and acquiring AVs and related facilities and equipment (including through repayment of Developer advances), it shall notify the Other Districts and shall provide such “Issuer” with information sufficient to enable the “Issuer” to make a determination as to whether to proceed with the issuance of such bonds in accordance with the Southern Grove District Interlocal Agreement, notice of which determination shall be provided in writing by the “Issuer” to TCDD1 and the Other Districts.

(~~bc~~) Planning, financing, acquiring, and constructing the AVs and related facilities and equipment shall not be funded by “Public Infrastructure Assessments” within the “2003 Benefit Area,” as such terms are defined in the Tradition District Interlocal Agreement.

(~~ed~~) This delegation of authority for the planning, financing, acquisition, and construction of each component of the AVs and related equipment and facilities, and the levy of non-ad valorem special assessments in connection with any bonds issued relating to the same, shall be subject to all applicable provisions of the respective Tradition District Interlocal Agreement or the Southern Grove District Interlocal Agreement, as applicable.

Section 3. Delegation Relating to Operation and Maintenance of AVs. Subject to the terms and conditions of this Agreement, the Districts hereby delegate to TCDD1 the authority to implement all matters relating to the operation and maintenance of the AVs (“AV O&M”) and the provision of AV Services within the boundaries of all of the Districts, and otherwise to take all actions necessary or desirable with respect to such delegated authority.

(a) In furtherance of the delegation to TCDD1, the Districts shall instruct the (i) Districts’ consulting engineer (“District Engineer”) to prepare and, as appropriate, from time to time to update, a report of AV O&M costs (“AV O&M Cost Report”) describing the estimated maximum aggregate annual cost of AV O&M (“AV Annual O&M Maximum”), and (ii) the Districts’ methodology consultant (“Methodology Consultant”) to prepare and, as appropriate, from time to time to update, an assessment methodology (“AV O&M Methodology”) describing the method for allocating the AV Annual O&M Maximum to the District Lands specially benefitted by the AV Services. The AV Annual O&M Maximum, as determined by the AV O&M Cost Report, may include a method of adjustment to take into account the effect of inflation.

(b) Each District shall review the AV O&M Cost Report and AV O&M Methodology; may discuss with the District Engineer and Methodology Consultant any question, comment, or objection it may have; and may cause the District Engineer and Methodology Consultant to make such changes to their reports as TCDD1, in consultation with the District Engineer and Methodology Consultant, deems necessary and advisable. Each of the District Engineer and Methodology Consultant shall notify the Districts whenever it has determined that the AV O&M Cost Report and AV O&M Methodology are in a form suitable for approval and acceptance by the Districts. Each of the Districts agrees to thereafter promptly consider the AV O&M Cost Report and AV O&M Methodology for approval, which approval shall be required prior to the levy of non-ad valorem assessments for AV O&M within such District, provided, however, that no District shall be required to grant such approval.

(c) This Agreement shall serve as a grant to TCDD1 of the authority to exercise the powers granted to each of the Other Districts by the Act with respect to any AV Services provided outside of TCDD1’s boundaries but within the boundaries of any of the Other Districts, consistent with the Act and the local government comprehensive plan of the City.

(~~b~~d) Subject to the terms and conditions of this Agreement, the Other Districts hereby delegate to TCDD1 the authority to implement all matters relating to the operation and maintenance of the AVs and the provision of AV Services, including entering into contracts, including, without limitation, the Beep Master Agreement and each Order and Statement of Work, levying and collecting non-ad valorem assessments, performing services, and otherwise taking all actions necessary or desirable with respect to such delegated authority, and by execution of this Agreement, TCDD1 is deemed to accept such delegation.

(~~ee~~) Each Following its approval of the AV O&M Cost Report and AV O&M Methodology, each of the Other Districts that has granted such approval agrees, upon the request of TCDD1, annually to promptly take all actions, including adopting all required resolutions and publishing all required notices, as required by the Act and applicable law, including Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes, to provide for the levy of maintenance

assessments on District Lands in its boundaries for the purpose of operating and maintaining the AVs and providing AV Services. The foregoing shall not be construed as limiting TCDD1's authority to take action on behalf of itself and the Other Districts pursuant to this Agreement consistent with but not in excess of the amounts needed to fund the annual operation and maintenance budget adopted as provided in Subsection (g) of this Section 3.

(df) It is the intention of each of the Other Districts to delegate authority to TCDD1 to the greatest extent legally permissible and consistent with the terms of this Agreement, as will assist in the most efficient acquisition, financing, refinancing, construction, ownership, operation and maintenance of the AVs and the provision of AV Services. This Agreement should be liberally construed in favor of granting the maximum delegated authority to TCDD1 consistent with the constitutional and statutory limits placed on such delegations of authority, provided, however, that each of the Other Districts and each of the Other Districts' governing bodies intend that it and they have properly retained their respective constitutional and statutory duties and responsibilities.

(eg) TCDD1 shall adopt a budget annually in accordance with applicable law relating to the operation and maintenance of the AVs and related facilities and equipment and the provision of the AV Services, subject to Section ~~5~~ 9 of this Agreement, which budget shall include, at a minimum, the fees and expenses properly payable under the Beep Master Agreement and each Order and Statement of Work; it being acknowledged by the Districts that fees and expenses in addition to those payable under the Beep Master Agreement and each Order and Statement of Work will be required as part of the cost of operation and maintenance of the AVs and related facilities and equipment and the provision of the AV Services.

Section 4. Joinder by New Districts. If any other community development district is established under the Act and within the District Lands (each a "New District") as a result of a reconfiguration of the boundaries of one or more of the Districts, such New District shall be entitled to join this Agreement as a party with the consent of TCDD1, which consent shall not be unreasonably withheld. Such joinder shall be by written instrument executed by the New District and TCDD1, and shall be effective upon filing with the Clerk of the Circuit Court as provided in Section 10(q) of this Agreement.

Section 5. AV Services Advisory Committee Created; Members. There is hereby created the AV Services Advisory Committee ("Committee") to review and oversee all maintenance assessments established, proposed, and maintained by TCDD1 in its operation and maintenance of the AVs and related facilities and equipment and the provision of AV Services, and all routing and scheduling of AV Services. The Committee initially shall consist of fifteen (15) voting members and one non-voting member, selected as follows:

(a) Voting Members. Within sixty (60) days of the Effective Date of this Agreement, each of the Boards of Supervisors (each, a "Board") of the Other Districts shall select one of its members as a voting member of the Committee and a representative of such District. Upon the establishment of any New District as described in Section 4 of this Agreement, such New District shall be entitled to voting membership on the Committee. Not later than sixty (60) days after such New District is established, the Board of such District shall

select one of its members as a voting member of the Committee and a representative of such District.

(b) Non-Voting Member. The Chairman of the Board of TCDD1, or his or her designee from the membership of the Board of TCDD1, shall serve ex-officio as a non-voting member of the Committee and a representative of TCDD1.

Section 6. Quorum of the Committee. A majority of the voting members of the Committee shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the Committee shall be upon a majority vote of the members present. Members of the Committee, as well as staff of or consultants to the Districts, may be present by telecommunications technology provided that such attendance is accomplished in a manner that all present may hear and respond to the comments of the person attending by telecommunications technology.

Section 7. Officers of the Committee. The Committee shall organize by selecting a chair and vice-chair. The chair and vice-chair shall each be a voting member of the Committee. If either the chair or vice-chair resigns from that office or ceases to be a member of the Board of one of the Other Districts, the Committee shall fill such vacancy from among its other voting members. The chair may convene and conduct all meetings of the Committee. In the event the chair is unable to attend a meeting, the vice-chair or other member of the Committee may convene and conduct the meeting.

Section 8. Meetings of the Committee. The Committee may establish a schedule of regular meetings or may meet upon call of the chair or of three (3) members of the Committee. A previously noticed meeting may be cancelled, provided that notice of cancellation is given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. All meetings of the Committee shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.

(a) Notice. The Committee shall provide reasonable notice of the date, time, and location of each meeting, and shall prepare an agenda or summary of the subject matter and purpose of the meeting.

(b) Minutes. The Committee shall promptly record in writing the minutes of its meetings. The Committee shall review, correct, and approve minutes at a subsequent meeting.

(c) Continuances. Any properly noticed meeting of the Committee may be continued without re-notice provided that the continuance is to a specified date, time, and location publicly announced at the noticed Committee meeting.

(d) Support. The District Manager for TCDD1 shall provide such administrative, clerical and other assistance and support as the Committee may reasonably request in order to maintain minutes and other records and to perform its assigned duties and responsibilities.

Section 9. Powers and Duties of the Committee. The Committee shall have the following powers and duties:

(a) AV Services Review. The Committee shall periodically analyze and review the operation, routes, schedules, and business practices of TCDD1 in its operation and maintenance of the AVs and related facilities and equipment and its provision of AV Services; provide written recommendations to TCDD1 of options for increased efficiency and responsiveness of operations; and assist TCDD1 in implementing Committee recommendations.

(b) Review of Maintenance Assessment Proposals. Prior to enacting any proposed revision of the initial and all subsequent maintenance assessments established for the operation and maintenance of the AVs and related facilities and equipment and provision of the AV Services, TCDD1 shall submit the proposed revision to the Committee for review. TCDD1 shall include with each such submission to the Committee all information, reports, and analyses prepared or obtained in support of the proposed revision, including but not limited to the supporting proposed budget prepared as provided in Section 3(g) of this Agreement, and shall provide copies of all materials to each Committee member. The Committee shall meet promptly to consider such proposal and thereafter shall submit to TCDD1 its written recommendation for approval, disapproval, or modification. All recommendations from the Committee on a proposed maintenance assessment revision shall be made by a majority of the members attending and constituting a quorum at the meeting in which such proposal was considered.

(c) Recommendations in Writing. All recommendations from the Committee shall be reported in writing to TCDD1, shall indicate the names of the members present at the meeting where the recommendations were made, and shall reflect the votes of the members. If the Committee is unable to arrive at or make a recommendation, then such inaction shall also be reported to TCDD1 in writing in the same manner.

(d) Recommendation of Approval of Certain Proposals Required. Except as provided in Section 9(e) of this Agreement, TCDD1 shall not enact a proposed increase in the maintenance assessment levied for operation and maintenance of the AVs and related facilities and equipment and provision of the AV Services that exceeds ten percent (10%) of the assessment levied for the prior fiscal year unless the Committee has recommended approval of such proposal.

(e) Exception. Notwithstanding the provisions of Section 9(d) of this Agreement, TCDD1 may enact a proposed revision of the maintenance assessments for operation and maintenance of AVs and related facilities and equipment and provisions of the AV Services without the approving recommendation of the Committee if and only if such proposal has been presented to the Committee in the manner provided in Section 9(b) of this Agreement and more than forty-five (45) days have passed without TCDD1 receiving a written recommendation from the Committee.

Section 10. Miscellaneous Provisions.

(a) Term; Extension. The term of this Agreement shall commence upon the effective date as defined in Section 10(r) and, unless earlier extended or terminated, shall terminate upon the sale or other disposition of the AVs by TCDD1.

(b) Termination. This Agreement may be terminated as follows: (i) upon the failure of TCDD1 to cure, or to be actively taking steps to cure, any default in its obligations hereunder within one hundred eighty (180) days following receipt of written notice from all of the Other Districts specifying the default and describing the steps required to be taken to remedy such default, or (ii) upon the written consent of all of the Districts.

(c) Resolution of Disputes. Prior to initiating litigation regarding any dispute arising under this Agreement, the parties shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

(d) Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with any of the Districts shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when personally delivered and receipted for, or sent by registered United States mail, return receipt requested, addressed to the applicable party as follows:

Tradition Community Development District Nos. 1-10
Southern Grove Community Development District Nos. 1-6
c/o Special District Services, Inc.
10807 S.W. Tradition Square
Port St. Lucie, Florida 34987
Attention: District Manager

Daniel B. Harrell
Gonano & Harrell
1600 S. Fed. Hwy., Suite 200
Fort Pierce, Florida 34950

Any of the foregoing Districts may, by notice sent to the other Districts, designate a different or additional address to which notices under this Agreement are to be sent.

(e) Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties on the subjects addressed, and no representation, inducement, promise, or agreement, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect. No amendment to this Agreement shall be binding unless in writing and executed by all parties.

(f) Further Assurances. The parties to this Agreement agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of and the transactions contemplated by this Agreement.

(g) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

(h) Cooperation. Whenever any review or approval is required from any party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed nor withheld.

(i) Rights Cumulative. All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.

(j) Beneficiaries. This Agreement has been entered into for the sole benefit and protection of the parties and no other person or entity shall have any right of action under or by reason of this Agreement.

(k) No Waiver. No failure of any party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with all the terms of this Agreement.

(l) Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

(m) Agreement Not Debt. This Agreement shall not constitute a debt, liability, or obligation of the State of Florida, the City, the County, or any of the Districts, nor shall this Agreement constitute a pledge of the full faith, credit, or taxing power of the State of Florida, the City, the County, or any of the Districts.

(n) No Partnership of Joint Venture. Nothing set forth in this Agreement shall be deemed or construed as creating a legal partnership nor a legal joint venture between or among the parties or any other party, nor shall it cause any party to be responsible in any way for the debts, liabilities, and obligations of any other party.

(o) Governing Law. This Agreement shall be interpreted under the laws of the State of Florida and any legal proceeding arising out of or in connection with this Agreement shall be brought in the Circuit Court of St. Lucie County, Florida.

(p) Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, administrators, executors, personal representatives, successors, and assigns, including but not limited to any New District

established as described in Section 4. Notwithstanding the foregoing, except for assignment to a New District, this Agreement shall not be assignable by any party without the express consent of all remaining parties to this Agreement.

(q) Filing. This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.

(r) Effective Date. This Agreement shall be deemed effective as of the date of filing with the Clerk of the Circuit Court as provided in Section 10(q).

IN WITNESS WHEREOF, each of the parties has made and executed this Agreement on the respective date under the signature through its respective Board of Supervisors, signing by and through its duly authorized representative.

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 1**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 2**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 3**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 4**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 5**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 6**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 7**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 8**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 9**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 10**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 2**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 3**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 4**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

INTERLOCAL AGREEMENT FOR THE PROVISION OF AUTONOMOUS ELECTRIC VEHICLE TROLLEY SERVICES

This INTERLOCAL AGREEMENT FOR THE PROVISION OF AUTONOMOUS ELECTRIC VEHICLE TROLLEY SERVICES (“Agreement”) is entered into this ____ day of _____, 2020, by and among **TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1 (“TCDD1”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 2 (“TCDD2”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 3 (“TCDD3”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 4 (“TCDD4”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 5 (“TCDD5”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 6 (“TCDD6”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 7 (“TCDD7”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 8 (“TCDD8”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 9 (“TCDD9”), TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 10 (“TCDD10”** and, together with TCDD1, TCDD2, TCDD3, TCDD4, TCDD5, TCDD6, TCDD7, TCDD8, and TCDD9, the “Tradition Districts”), **SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1 (“SGCDD1”), SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2 (“SGCDD2”), SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3 (“SGCDD3”), SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4 (“SGCDD4”), SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 (“SGCDD5”), and SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6 (“SGCDD6”** and, together with SGCDD1, SGCDD2, SGCDD3, SGCDD4, and SGCDD5, the “Southern Grove Districts”), each a community development district established pursuant to Chapter 190, Florida Statutes (“Act”), and each a local unit of special purpose government, the exclusive charter for each being set forth in the provisions of Sections 190.006-190.041 of the Act (each of such districts being sometimes hereinafter referred to as a “District” or, collectively, as the “Districts,” and all of the Districts except TCDD1, the “Other Districts”).

PRELIMINARY STATEMENT

A. Each of the Districts was established in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (“Act”), by an ordinance of St. Lucie County, a political subdivision of the State of Florida (“County”), or an ordinance of the City of Port St. Lucie, a municipal corporation of the State of Florida (“City”). As the result of annexations, all of the land in each of the Districts is now located within the boundaries of the City.

B. The principal purpose of each District is to exercise its special powers to provide infrastructure, public improvements, and community facilities and services for the benefit of the land within the boundaries of that District (“District Lands”), as provided in Section 190.012 of the Act. Each of the Districts has the power to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, and equip, operate, and maintain systems, facilities, and basic infrastructure for capital projects serving the District Lands of such District, including trolleys, shuttles, and related transport facilities and services.

C. Each of the Districts is authorized by the Act and other applicable law to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the activities and services of such District.

D. Mattamy Palm Beach, LLC, a Delaware limited liability company (“Developer”), as principal owner of the undeveloped residential lands within the Districts, has requested TCDD1 to enter a Master Agreement with Beep, Inc. (“Beep”), a Delaware corporation, to provide autonomous vehicles (“AVs”), operation of such vehicles, supporting services, and software applications to implement autonomous electric vehicle trolley or shuttle services (“AV Services”) within the Districts.

E. TCDD1 is willing to engage Beep for such purposes in accordance with an agreement in the form attached as Exhibit A (“Beep Master Agreement”) as long as (1) the Developer agrees to fund all costs and expenses incurred by TCDD1 under or as a result of the Beep Master Agreement, and any Order or Statement of Work (as such terms are defined in the Beep Master Agreement) executed in connection with the Beep Master Agreement in advance of the proceeds of bonds, if any, being available to pay the cost of acquiring the AVs and related equipment and facilities, and (2) the Districts enter into this interlocal agreement to provide authorization for TCDD1 (a) to operate or cause to be operated the AVs and provide or cause to be provided AV Services within the boundaries of all of the Districts, and (b) to fund the provision of AV Services by maintenance assessments levied and collected within all of the Districts in proportion to the benefits received by each tract of land assessed for such services, as provided in Section 190.021(3), Florida Statutes.

F. The Developer entered into an agreement attached as Exhibit B (“Developer Funding Agreement”) to advance all costs and expenses incurred by TCDD1 under or as a result of the Beep Master Agreement and the initial Order and Statement of Work executed concurrently with the Beep Master Agreement (which are attached hereto as part of Exhibit A), in advance of the proceeds of bonds, if any, being available to pay the cost of acquiring the AVs and related facilities and equipment.

G. The Districts hereby determine that the capital cost of AVs and related facilities and equipment to be owned by TCD1 on behalf of the Districts can be handled more efficiently for the benefit of the District Lands if the responsibility for planning, financing, acquiring, and constructing such AVs and related facilities and equipment is delegated to:

(1) TCDD1, acting for itself and on behalf of each of the other Districts in accordance with that certain Amended and Restated District Development Interlocal Agreement dated as of April 8, 2008, and recorded at Official Records Book 2983, Pages 1074-1124, of the Public Records of St. Lucie County, Florida (“Tradition District Interlocal Agreement”), with respect to appropriately designated components of the AVs and related facilities and equipment that comprise portions of the “Community Infrastructure” within the “New CIP,” as such terms are defined in the Tradition District Interlocal Agreement, and

(2) The “Issuer,” as defined in and acting for itself and on behalf of each of the other Southern Grove Districts in accordance with that certain Second Amended and Restated District Development Interlocal Agreement dated as of July 9, 2013, and recorded at Official Records Book 3539, Pages 672-713, of the Public Records of St. Lucie County, Florida, as amended by that certain First Amendment dated November 15, 2019, and recorded at Official Records Book 4347, Pages 2572-2577, of the Public Records of St. Lucie County, Florida (“Southern Grove District Interlocal Agreement”), with respect to appropriately designated components of the AVs and related facilities and equipment that comprise portions of the “Community Infrastructure,” as such term is defined in the Southern Grove District Interlocal Agreement.

The Districts further determine that TCDD1 shall be the owner of the AVs and related facilities and equipment, regardless of whether the cost of financing the same is paid, all or in part, with proceeds of bonds, if any, issued by TCDD1 in accordance with the provisions of the Tradition District Interlocal Agreement or proceeds of bonds, if any, issued by the Issuer in accordance with the provisions of the Southern Grove District Interlocal Agreement, in each case, as more fully described herein.

H. The Districts further determine that planning, financing, acquiring, and constructing the AVs and related facilities and equipment shall not be funded by “Public Infrastructure Assessments” within the “2003 Benefit Area,” as such terms are defined in the Tradition District Interlocal Agreement.

I. The Districts hereby determine that the operation and maintenance of the AVs and related facilities and equipment, and the provision of AV Services owned by the Districts can be handled more efficiently for the benefit of the District Lands in all of the Districts if the responsibility for overseeing such operation and maintenance is delegated to a single District, TCDD1, and by this Agreement the Districts authorize TCDD1 to operate the AVs and provide AV Services within the boundaries of all of the Districts, and to fund the provision of AV Services by maintenance assessments levied and collected within all of the Districts in proportion to the benefits received by each tract of land assessed for such services.

J. By entering into this Agreement, each of the Other Districts desires to provide for the exercise of its separate constitutional and statutory duties, and, pursuant to the authority granted under Section 163.01, Florida Statutes, to delegate to TCDD1 the authority to enter into contracts, undertake financings, perform services, and otherwise take all actions necessary with respect to the AVs and related facilities and equipment and the provision of AV Services within all of the Districts. Such delegation by each of the Other Districts to TCDD1 is not intended to be an absolute permanent divestiture of the powers of each respective District, and such delegation shall cease and be of no force and effect upon the termination of this Agreement.

K. The Districts desire to provide herein for matters relating to the planning, financing, acquiring, and constructing of the AVs and related facilities and equipment and TCDD1 desires to share with the Other Districts responsibility for establishing and maintaining assessments for operation and maintenance of the AVs and related facilities and equipment and provision of the AV Services, and for revising routes, schedules, and services to best meet the

needs of all of the Districts, by creating an AV Services Advisory Committee as provided in this Agreement.

L. The Districts are entering into this Agreement pursuant to the authority granted to each by the Act; the ordinances of the County and the City, as applicable, establishing the Districts; the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes; and other applicable provisions of law.

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual promises and other considerations contained herein, and intending to be legally bound hereby, agree as follows:

Section 1. Recitations. The recitations and findings set forth in the above Preliminary Statement are true and correct and are hereby incorporated by reference into this Agreement.

Section 2. Delegation Relating to the Capital Cost of AV Equipment and Facilities. Subject to the terms and conditions of this Agreement:

(a) The Districts hereby delegate authority to implement all matters relating to the planning, financing, acquisition, and construction of the AVs and related equipment and facilities to:

(1) TCDD1 with respect to appropriately designated components of the AVs and related facilities and equipment comprising portions of the “Community Infrastructure” within the “New CIP,” as such terms are defined in the Tradition District Interlocal Agreement, including, without limitation, to mean that applicable development orders require such AVs and related equipment and facilities to be implemented, and

(2) The “Issuer” with respect to appropriately designated components of the AVs and related facilities and equipment that comprise portions of the “Community Infrastructure,” as such terms are defined in the Southern Grove District Interlocal Agreement, including, without limitation, to mean that applicable development orders require such AVs and related equipment and facilities to be implemented.

The Districts further determine that TCDD1 shall be the owner of the AVs and related facilities and equipment, regardless of whether the cost of financing the same is paid, all or in part, with proceeds of bonds, if any, issued by TCDD1 in accordance with the provisions of the Tradition District Interlocal Agreement or proceeds of bonds, if any, issued by the Issuer in accordance with the provisions of the Southern Grove District Interlocal Agreement, in each case, as more fully described herein.

(b) Any planning, financing, acquisition, and construction of the AVs and related equipment and facilities shall be subject to the following conditions:

(1) A Developer Funding Agreement shall have been executed substantially in the form attached hereto as Exhibit B with respect to any costs and

expenses not covered by a previously-executed Developer Funding Agreement, unless developer advances are not required to fund such planning, financing, acquisition and construction.

(2) AVs shall be purchased only pursuant to the Beep Master Agreement, with the specific AVs to be purchased being specified in an Order and/or Statement of Work.

(3) No amendment to the Beep Master Agreement shall be executed by TCDD1 without the prior approval of the Other Districts.

(4) TCDD1 shall take no actions that could adversely impact the tax-exempt status of bonds (other than taxable bonds) relating to the AVs and related equipment and facilities issued by TCDD1 or an "Issuer" within the meaning of the Southern Grove District Interlocal Agreement.

(5) Prior to executing any Order and/or Statement of Work subsequent to the initial Order and initial Statement of Work attached hereto as part of Exhibit A, TCDD1, or any other Financing District then serving as the "Issuer" under the Southern Grove District Interlocal Agreement and executing such Order and/or Statement of Work, shall notify the Other Districts in writing.

(6) If TCDD1 determines to issue bonds in accordance with the Tradition District Interlocal Agreement to finance, all or in part, the planning, construction and acquisition of AVs and related facilities and equipment (including through repayment of Developer advances), it shall notify the Other Districts in writing.

(7) If TCDD1 determines it is necessary and appropriate for one of the other Southern Grove Districts then serving as "Issuer" under the Southern Grove District Interlocal Agreement to issue bonds to finance the cost of planning, constructing and acquiring AVs and related facilities and equipment (including through repayment of Developer advances), it shall notify the Other Districts and shall provide such "Issuer" with information sufficient to enable the "Issuer" to make a determination as to whether to proceed with the issuance of such bonds in accordance with the Southern Grove District Interlocal Agreement, notice of which determination shall be provided in writing by the "Issuer" to TCDD1 and the Other Districts.

(c) Planning, financing, acquiring, and constructing the AVs and related facilities and equipment shall not be funded by "Public Infrastructure Assessments" within the "2003 Benefit Area," as such terms are defined in the Tradition District Interlocal Agreement.

(d) This delegation of authority for the planning, financing, acquisition, and construction of each component of the AVs and related equipment and facilities, and the levy of non-ad valorem special assessments in connection with any bonds issued relating to the same, shall be subject to all applicable provisions of the respective Tradition District Interlocal Agreement or the Southern Grove District Interlocal Agreement, as applicable.

Section 3. Delegation Relating to Operation and Maintenance of AVs. Subject to the terms and conditions of this Agreement, the Districts hereby delegate to TCDD1 the authority to implement all matters relating to the operation and maintenance of the AVs (“AV O&M”) and the provision of AV Services within the boundaries of all of the Districts, and otherwise to take all actions necessary or desirable with respect to such delegated authority.

(a) In furtherance of the delegation to TCDD1, the Districts shall instruct the (i) Districts’ consulting engineer (“District Engineer”) to prepare and, as appropriate, from time to time to update, a report of AV O&M costs (“AV O&M Cost Report”) describing the estimated maximum aggregate annual cost of AV O&M (“AV Annual O&M Maximum”), and (ii) the Districts’ methodology consultant (“Methodology Consultant”) to prepare and, as appropriate, from time to time to update, an assessment methodology (“AV O&M Methodology”) describing the method for allocating the AV Annual O&M Maximum to the District Lands specially benefitted by the AV Services. The AV Annual O&M Maximum, as determined by the AV O&M Cost Report, may include a method of adjustment to take into account the effect of inflation.

(b) Each District shall review the AV O&M Cost Report and AV O&M Methodology; may discuss with the District Engineer and Methodology Consultant any question, comment, or objection it may have; and may cause the District Engineer and Methodology Consultant to make such changes to their reports as TCDD1, in consultation with the District Engineer and Methodology Consultant, deems necessary and advisable. Each of the District Engineer and Methodology Consultant shall notify the Districts whenever it has determined that the AV O&M Cost Report and AV O&M Methodology are in a form suitable for approval and acceptance by the Districts. Each of the Districts agrees to thereafter promptly consider the AV O&M Cost Report and AV O&M Methodology for approval, which approval shall be required prior to the levy of non-ad valorem assessments for AV O&M within such District, provided, however, that no District shall be required to grant such approval.

(c) This Agreement shall serve as a grant to TCDD1 of the authority to exercise the powers granted to each of the Other Districts by the Act with respect to any AV Services provided outside of TCDD1’s boundaries but within the boundaries of any of the Other Districts, consistent with the Act and the local government comprehensive plan of the City.

(d) Subject to the terms and conditions of this Agreement, the Other Districts hereby delegate to TCDD1 the authority to implement all matters relating to the operation and maintenance of the AVs and the provision of AV Services, including entering into contracts, including, without limitation, the Beep Master Agreement and each Order and Statement of Work, levying and collecting non-ad valorem assessments, performing services, and otherwise taking all actions necessary or desirable with respect to such delegated authority, and by execution of this Agreement, TCDD1 is deemed to accept such delegation.

(e) Following its approval of the AV O&M Cost Report and AV O&M Methodology, each of the Other Districts that has granted such approval agrees, upon the request of TCDD1, annually to promptly take all actions, including adopting all required resolutions and publishing all required notices, as required by the Act and applicable law, including Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes, to provide for the levy of maintenance

assessments on District Lands in its boundaries for the purpose of operating and maintaining the AVs and providing AV Services. The foregoing shall not be construed as limiting TCDD1's authority to take action on behalf of itself and the Other Districts pursuant to this Agreement consistent with but not in excess of the amounts needed to fund the annual operation and maintenance budget adopted as provided in Subsection (g) of this Section 3.

(f) It is the intention of each of the Other Districts to delegate authority to TCDD1 to the greatest extent legally permissible and consistent with the terms of this Agreement, as will assist in the most efficient acquisition, financing, refinancing, construction, ownership, operation and maintenance of the AVs and the provision of AV Services. This Agreement should be liberally construed in favor of granting the maximum delegated authority to TCDD1 consistent with the constitutional and statutory limits placed on such delegations of authority, provided, however, that each of the Other Districts and each of the Other Districts' governing bodies intend that it and they have properly retained their respective constitutional and statutory duties and responsibilities.

(g) TCDD1 shall adopt a budget annually in accordance with applicable law relating to the operation and maintenance of the AVs and related facilities and equipment and the provision of the AV Services, subject to Section 9 of this Agreement, which budget shall include, at a minimum, the fees and expenses properly payable under the Beep Master Agreement and each Order and Statement of Work; it being acknowledged by the Districts that fees and expenses in addition to those payable under the Beep Master Agreement and each Order and Statement of Work will be required as part of the cost of operation and maintenance of the AVs and related facilities and equipment and the provision of the AV Services.

Section 4. Joinder by New Districts. If any other community development district is established under the Act and within the District Lands (each a "New District") as a result of a reconfiguration of the boundaries of one or more of the Districts, such New District shall be entitled to join this Agreement as a party with the consent of TCDD1, which consent shall not be unreasonably withheld. Such joinder shall be by written instrument executed by the New District and TCDD1, and shall be effective upon filing with the Clerk of the Circuit Court as provided in Section 10(q) of this Agreement.

Section 5. AV Services Advisory Committee Created; Members. There is hereby created the AV Services Advisory Committee ("Committee") to review and oversee all maintenance assessments established, proposed, and maintained by TCDD1 in its operation and maintenance of the AVs and related facilities and equipment and the provision of AV Services, and all routing and scheduling of AV Services. The Committee initially shall consist of fifteen (15) voting members and one non-voting member, selected as follows:

(a) **Voting Members.** Within sixty (60) days of the Effective Date of this Agreement, each of the Boards of Supervisors (each, a "Board") of the Other Districts shall select one of its members as a voting member of the Committee and a representative of such District. Upon the establishment of any New District as described in Section 4 of this Agreement, such New District shall be entitled to voting membership on the Committee. Not later than sixty (60) days after such New District is established, the Board of such District shall

select one of its members as a voting member of the Committee and a representative of such District.

(b) Non-Voting Member. The Chairman of the Board of TCDD1, or his or her designee from the membership of the Board of TCDD1, shall serve ex-officio as a non-voting member of the Committee and a representative of TCDD1.

Section 6. Quorum of the Committee. A majority of the voting members of the Committee shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the Committee shall be upon a majority vote of the members present. Members of the Committee, as well as staff of or consultants to the Districts, may be present by telecommunications technology provided that such attendance is accomplished in a manner that all present may hear and respond to the comments of the person attending by telecommunications technology.

Section 7. Officers of the Committee. The Committee shall organize by selecting a chair and vice-chair. The chair and vice-chair shall each be a voting member of the Committee. If either the chair or vice-chair resigns from that office or ceases to be a member of the Board of one of the Other Districts, the Committee shall fill such vacancy from among its other voting members. The chair may convene and conduct all meetings of the Committee. In the event the chair is unable to attend a meeting, the vice-chair or other member of the Committee may convene and conduct the meeting.

Section 8. Meetings of the Committee. The Committee may establish a schedule of regular meetings or may meet upon call of the chair or of three (3) members of the Committee. A previously noticed meeting may be cancelled, provided that notice of cancellation is given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. All meetings of the Committee shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.

(a) Notice. The Committee shall provide reasonable notice of the date, time, and location of each meeting, and shall prepare an agenda or summary of the subject matter and purpose of the meeting.

(b) Minutes. The Committee shall promptly record in writing the minutes of its meetings. The Committee shall review, correct, and approve minutes at a subsequent meeting.

(c) Continuances. Any properly noticed meeting of the Committee may be continued without re-notice provided that the continuance is to a specified date, time, and location publicly announced at the noticed Committee meeting.

(d) Support. The District Manager for TCDD1 shall provide such administrative, clerical and other assistance and support as the Committee may reasonably request in order to maintain minutes and other records and to perform its assigned duties and responsibilities.

Section 9. Powers and Duties of the Committee. The Committee shall have the following powers and duties:

(a) AV Services Review. The Committee shall periodically analyze and review the operation, routes, schedules, and business practices of TCDD1 in its operation and maintenance of the AVs and related facilities and equipment and its provision of AV Services; provide written recommendations to TCDD1 of options for increased efficiency and responsiveness of operations; and assist TCDD1 in implementing Committee recommendations.

(b) Review of Maintenance Assessment Proposals. Prior to enacting any proposed revision of the initial and all subsequent maintenance assessments established for the operation and maintenance of the AVs and related facilities and equipment and provision of the AV Services, TCDD1 shall submit the proposed revision to the Committee for review. TCDD1 shall include with each such submission to the Committee all information, reports, and analyses prepared or obtained in support of the proposed revision, including but not limited to the supporting proposed budget prepared as provided in Section 3(g) of this Agreement, and shall provide copies of all materials to each Committee member. The Committee shall meet promptly to consider such proposal and thereafter shall submit to TCDD1 its written recommendation for approval, disapproval, or modification. All recommendations from the Committee on a proposed maintenance assessment revision shall be made by a majority of the members attending and constituting a quorum at the meeting in which such proposal was considered.

(c) Recommendations in Writing. All recommendations from the Committee shall be reported in writing to TCDD1, shall indicate the names of the members present at the meeting where the recommendations were made, and shall reflect the votes of the members. If the Committee is unable to arrive at or make a recommendation, then such inaction shall also be reported to TCDD1 in writing in the same manner.

(d) Recommendation of Approval of Certain Proposals Required. Except as provided in Section 9(e) of this Agreement, TCDD1 shall not enact a proposed increase in the maintenance assessment levied for operation and maintenance of the AVs and related facilities and equipment and provision of the AV Services that exceeds ten percent (10%) of the assessment levied for the prior fiscal year unless the Committee has recommended approval of such proposal.

(e) Exception. Notwithstanding the provisions of Section 9(d) of this Agreement, TCDD1 may enact a proposed revision of the maintenance assessments for operation and maintenance of AVs and related facilities and equipment and provisions of the AV Services without the approving recommendation of the Committee if and only if such proposal has been presented to the Committee in the manner provided in Section 9(b) of this Agreement and more than forty-five (45) days have passed without TCDD1 receiving a written recommendation from the Committee.

Section 10. Miscellaneous Provisions.

(a) Term; Extension. The term of this Agreement shall commence upon the effective date as defined in Section 10(r) and, unless earlier extended or terminated, shall terminate upon the sale or other disposition of the AVs by TCDD1.

(b) Termination. This Agreement may be terminated as follows: (i) upon the failure of TCDD1 to cure, or to be actively taking steps to cure, any default in its obligations hereunder within one hundred eighty (180) days following receipt of written notice from all of the Other Districts specifying the default and describing the steps required to be taken to remedy such default, or (ii) upon the written consent of all of the Districts.

(c) Resolution of Disputes. Prior to initiating litigation regarding any dispute arising under this Agreement, the parties shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

(d) Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with any of the Districts shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when personally delivered and receipted for, or sent by registered United States mail, return receipt requested, addressed to the applicable party as follows:

Tradition Community Development District Nos. 1-10
Southern Grove Community Development District Nos. 1-6
c/o Special District Services, Inc.
10807 S.W. Tradition Square
Port St. Lucie, Florida 34987
Attention: District Manager

Daniel B. Harrell
Gonano & Harrell
1600 S. Fed. Hwy., Suite 200
Fort Pierce, Florida 34950

Any of the foregoing Districts may, by notice sent to the other Districts, designate a different or additional address to which notices under this Agreement are to be sent.

(e) Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties on the subjects addressed, and no representation, inducement, promise, or agreement, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect. No amendment to this Agreement shall be binding unless in writing and executed by all parties.

(f) Further Assurances. The parties to this Agreement agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of and the transactions contemplated by this Agreement.

(g) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

(h) Cooperation. Whenever any review or approval is required from any party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed nor withheld.

(i) Rights Cumulative. All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.

(j) Beneficiaries. This Agreement has been entered into for the sole benefit and protection of the parties and no other person or entity shall have any right of action under or by reason of this Agreement.

(k) No Waiver. No failure of any party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with all the terms of this Agreement.

(l) Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

(m) Agreement Not Debt. This Agreement shall not constitute a debt, liability, or obligation of the State of Florida, the City, the County, or any of the Districts, nor shall this Agreement constitute a pledge of the full faith, credit, or taxing power of the State of Florida, the City, the County, or any of the Districts.

(n) No Partnership of Joint Venture. Nothing set forth in this Agreement shall be deemed or construed as creating a legal partnership nor a legal joint venture between or among the parties or any other party, nor shall it cause any party to be responsible in any way for the debts, liabilities, and obligations of any other party.

(o) Governing Law. This Agreement shall be interpreted under the laws of the State of Florida and any legal proceeding arising out of or in connection with this Agreement shall be brought in the Circuit Court of St. Lucie County, Florida.

(p) Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, administrators, executors, personal representatives, successors, and assigns, including but not limited to any New District

established as described in Section 4. Notwithstanding the foregoing, except for assignment to a New District, this Agreement shall not be assignable by any party without the express consent of all remaining parties to this Agreement.

(q) Filing. This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.

(r) Effective Date. This Agreement shall be deemed effective as of the date of filing with the Clerk of the Circuit Court as provided in Section 10(q).

IN WITNESS WHEREOF, each of the parties has made and executed this Agreement on the respective date under the signature through its respective Board of Supervisors, signing by and through its duly authorized representative.

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 1**

By: _____
Chairman, Board of Supervisors
Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 2**

By: _____
Chairman, Board of Supervisors
Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 3**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 4**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 5**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 6**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 7**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 8**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 9**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 10**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 2**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 3**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 4**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

Secretary, Board of Supervisors

Law Offices
of
GONANO & HARRELL
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS
ATTORNEYS AND COUNSELORS AT LAW

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Board Certified Real Estate Lawyer
email: dgonano@gh-law.com

ALEXZANDER D. GONANO
email: agonano@gh-law.com

TD BANK BUILDING
1600 South Federal Highway, Suite 200
Fort Pierce, Florida 34950-5178
Telephone (772) 464 - 1032
Facsimile (772) 464 - 0282

DANIEL B. HARRELL
Board Certified in Education Law
email: dharrell@gh-law.com

VIA ELECTRONIC TRANSMISSION ONLY

MEMORANDUM NO. 20-06

November 24, 2020

MEMORANDUM TO MR. B. FRANK SAKUMA, JR., DISTRICT MANAGER, TRADITION
COMMUNITY DEVELOPMENT DISTRICT NO. 1

Re: Amendment #1 to Beep Master Agreement for the Provision of Autonomous Electric
Vehicle Trolley Services

G&H File No. 1513-001

As Tradition Community Development District No. 1 moves forward to secure acquisition financing and appropriate insurance for the provision of autonomous electric vehicle ("AV") trolley services, the District's bond counsel and insurance consultant have suggested several changes to the Master Agreement with Beep, Inc. Attached is a proposed amendment to the Master Agreement with which Beep has concurred. As important here, the amendment would make several clarifications to the Master Agreement to assure compliance with tax exempt bond financing (see Sections 1 through 6 and the first paragraph of Section 7), and to conform with insurance policy requirements (Section 7, second paragraph).

I respectfully request that consideration of the amendment be placed on the agenda of the Tradition District No. 1 Board meeting scheduled for December 9, 2020. At that time, the Board should consider whether to approve the amendment as presented. Please advise if you require additional information.

Daniel B. Harrell

Daniel B. Harrell

DBH/mm
Attachment

cc: Mr. Pete Pimentel
Mr. Andrew Karmeris

AMENDMENT #1 TO MASTER AGREEMENT

This Amendment #1 to Master Agreement (the “**Amendment**”) is made and entered into effective this __ day of October, 2020 (the “**Effective Date**”) by and between Tradition Community Development District No. 1 (“**Customer**”) and Beep, Inc. (“**Beep**”).

WHEREAS, Customer and Beep have previously entered into that certain Master Agreement, dated September 4, 2020, (the “**Agreement**”) and the parties desire to amend the Agreement as set out in this Amendment.

NOW THEREFORE, in consideration of the promises set out herein, the parties hereby agree as follows:

1. AFFILIATE

The definition of Affiliate in Section 1 (Definitions) of the Agreement is hereby deleted in its entirety and replaced as follows:

"Affiliate" means an entity that Controls, is Controlled by or is under common Control with a party; provided that any community development district that is a party to the Interlocal Agreement (as defined in Section 12.E hereof) is an express Affiliate of Customer.

2. MAINTENANCE AND SUPPORT

Section 5(A)(iii) (Maintenance and Support) of the Agreement is hereby amended as follows:

Insert at the end of the Section, the following:

“Customer shall be entitled to approve in advance any capital expenditures by Beep with respect to the Vehicles, other than maintenance and support services, (which approval shall be evidenced in writing) and the Vehicles may not be disposed of in any manner without the prior written consent of Customer.”

3. LIMITATION ON USE

Section 6(B) (Limitation on Use) of the Agreement is hereby amended as follows:

Insert at the end of the Section, the following:

“Notwithstanding anything to the contrary herein, the Vehicles shall always be owned by Customer or one of its Affiliates and use of the Vehicles shall be available to the general public for no charge. Neither Customer nor Beep shall take any action with respect to the Vehicles that would limit access to the Vehicles by the general public.”

4. TAXES; DUTIES

Section 7(C) (Taxes; Duties) of the Agreement is hereby amended as follows:

Insert at the end of the Section, the following:

“Beep agrees that it is not entitled to and will not take any tax position inconsistent with being a service provider. Beep agrees not to take any depreciation or amortization, investment tax credit or deduction for any payment as rent with respect to the Vehicles or any services provided by Beep hereunder.”

5. TERM OF AGREEMENT; ORDER; SOW

Section 12(A) (Term of Agreement; Order; SOW) of the Agreement is hereby amended as follows:

Insert at the end of the Section, the following:

No term set forth in an Order or SOW shall exceed 80% of the economic life of the Vehicles as such economic life shall be certified in writing by Beep to Customer as a condition to the execution of each Order or SOW. It is assumed that the economic life of the Vehicles is at least seven (7) years and accordingly, the term of any Order or SOW shall not exceed five (5) years, unless a longer economic life is certified in writing by Beep to Customer in connection with particular Vehicles subject to an Order or SOW.

6. NON-APPROPRIATION

Section 12(D) (Non-Appropriation) of the Agreement is hereby amended to delete the first sentence of Section 12(D) in its entirety and replace it as follows:

Each payment obligation of Customer created by this Agreement is conditioned upon the availability and appropriation of funds sufficient to fully satisfy such obligations in a budget adopted annually by Customer in accordance with applicable law, which budget shall also include amounts necessary to satisfy other obligations of Customer and its Affiliates arising in connection with the Vehicles, including, without limitation, payment of insurance premiums and maintenance of parking facilities for the Vehicles.

7. GENERAL

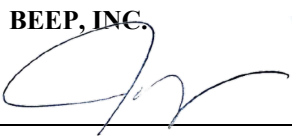
Statement of Work #TR-20200316, dated September 9, 2020 ("SOW"), and entered in accordance with the Agreement, is hereby amended as set out in this Amendment.

Section 3 (Description of Onboarding and Commissioning Services and Managed Services) of the SOW is hereby amended by revising the Attendant Services to read as follows:

Attendant Services	Provision of shuttle attendants to accommodate shuttle schedule of 8 hours per day, 7 days per week (up to 240 hours per month). Attendants will greet passengers, provide Customer information during the route, perform basic maintenance, and operate the shuttle manually and safely if required, including but not limited to being in a position to assume immediate control of the shuttle at all times the shuttle is being operated. Attendants will also assist ADA customers and provide additional safety and security measures as necessary.
--------------------	---

In the event of a conflict between the SOW and the Agreement as modified by this Amendment, the terms of the Agreement as modified by this Amendment shall govern. Except as amended by this Amendment, all other terms and conditions of the Agreement and SOW shall remain unchanged and in full force and effect.

AGREED TO AND ACCEPTED:

BEEP, INC.  By: _____ Name: <u>Joe Moya</u> Title: <u>Chief Executive Officer</u> Date: <u>11/23/2020</u>	TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1 By: _____ Name: _____ Title: _____ Date: _____
--	--

Step 1:

- Obtain Bill of Sale
- Obtain Certificate of Origin

Step 2:

- Obtain Certificate of Insurance

Step 3:

- Obtain copy of register owner's Driver's License

Step 4:

- Obtain signed (by registered owner) 82040 Title Registration Form
(<https://www.flhsmv.gov/pdf/forms/82040.pdf>)

Step 5:

- Once above steps are completed, submit all documents to Pamela Joyner, and mail the physical, printed documents to:

**Florida Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
MS72, Room A330, Pamela Joyner Tallahassee, Florida 32399**

Step 8:

- Call to make payment and finalize transaction

Step 9:

- Receive new title, registration, & tags.

Contact List:

FDOT:

Pamela Joyner | pamelaJoyner@flhsmv.gov

Document Check List

- ☐ Copy of driver's license (Owner)
- ☒ Invoice/ Bill of Sale
- ☒ Certificate of Origin (Title)
- ☐ Certificate of Insurance - *Need a Copy*
- ☒ Form 82040

Please fill out highlighted on all pages

www.flhsmv.gov/offices

Notice of Sale and/or Bill of Sale for a Motor Vehicle, Mobile Home, Off-Highway Vehicle or Vessel

☐ Notice of Sale (Seller must complete sections 1 & 3). The purchaser's signature in section 3 is optional.

☒ Bill of Sale (Seller and purchaser must complete sections 1, 2 (when applicable) & 3).

1. Motor Vehicle, Mobile Home, Off- Highway or Vessel Description					
Year 2019	Make/Manufacturer NAVYA	Body Type BU	Model Autonom DL4	Color White	
Certificate of Title Number 143684563		Vehicle/Vessel Identification Number VG9A2CB2CKV019172			
I/we do hereby sell or have sold and delivered the above described motor vehicle, mobile home, off-highway vehicle or vessel to:					
Print Name(s) of Purchaser(s)					
Address		City	State	Zip Code	
Date of Sale September 20, 2020		Selling price \$ 350,000			
2. Odometer Disclosure Statement (Required For a Motor Vehicle)					
Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.					
WE STATE THAT THIS MOTOR VEHICLE'S <input type="checkbox"/> 5 DIGIT OR <input checked="" type="checkbox"/> 6 DIGIT ODOMETER NOW READS <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .xx (NO TENTHS) MILES, DATE READ _____ AND WE HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE ODOMETER READING: <input checked="" type="checkbox"/> 1. REFLECTS THE ACTUAL MILEAGE. <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE.					
Affidavit (When applicable):					
3. Certification					
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.					
Seller's Signature 	Seller's Printed Name Beep Inc.		Date 9/20/20		
Seller's Address 6900 Tavistock Lakes Blvd.	City Orlando	State FL	Zip Code 32827		
Co-Seller's Signature (when applicable)	Co-Seller's Printed Name (when applicable)		Date		
Co-Seller's Address (when applicable)	City	State	Zip Code		
Purchaser's Signature 	Purchaser's Printed Name		Date 9/20/20		
Co-Purchaser's Signature (when applicable)	Co-Purchaser's Printed name (when applicable)		Date		

* OWNERSHIP STATUS FOR THE ABOVE DESCRIBED MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

Check your local phone book government pages or visit the following website for current mailing addresses:

<http://www.flhsmv.gov/offices>

T# 1132930575

B# 9312177

Identification Number VG9A2CB2CKV019172	Year 2019	Make NVYA	Body BU	WT-L-BHP 7605	Vessel Regis. No.	Title Number 137576352
--	--------------	--------------	------------	------------------	-------------------	---------------------------



Registered Owner:

Date of Issue 01/28/2020

Lien Release
Interest in the described vehicle is hereby released
By _____

Title _____

Date _____

BEPP, INC
6900 TAVISTOCK LAKES BLVD STE 400
ORLANDO, FL 32827-7593

IMPORTANT INFORMATION

- When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
- Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
- Remove your license plate from the vehicle.
- See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: <http://www.hsmv.state.fl.us/html/titlinf.html>

Mail To:

BEPP, INC
6900 TAVISTOCK LAKES BLVD STE 400
ORLANDO, FL 32827-7593

CERTIFICATE OF TITLE

Identification Number VG9A2CB2CKV019172	Year 2019	Make NVYA	Body BU	WT-L-BHP 7605	Vessel Regis. No.	Title Number 137576352
--	--------------	--------------	------------	------------------	-------------------	---------------------------

Lien Release
Interest in the described vehicle is hereby released

Prev State NEW	Color	Primary Brand AUTONOMOUS VEHI	Secondary Brand	No of Brands 1	Use PRIVATE	Prev Issue Date
-------------------	-------	----------------------------------	-----------------	-------------------	----------------	-----------------

By _____

Title _____

Odometer Status or Vessel Manufacturer or OH use 3 MILES 01/21/2020 ACTUAL	Engine Drive	Hull Material	Prop	Date of Issue 01/28/2020
---	--------------	---------------	------	-----------------------------

Date _____

Registered Owner

ELECTRIC

BEPP, INC
6900 TAVISTOCK LAKES BLVD STE 400
ORLANDO, FL 32827-7593

1st Lienholder
NONE

DIVISION OF MOTORIST SERVICES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch
Robert R. Kynoch
Director

Terry L. Rhodes
Terry L. Rhodes
Executive Director

Control Number **143684563**
68 / 3 143684563

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.

Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: _____

Address: 6900 Tavistock Lakes Blvd Orlando, FL 32827

Seller Must Enter Selling Price: _____

Seller Must Enter Date Sold: Sep 20, 2020

I/We state that this ☐ 5 or ☒ 6 digit odometer now reads 05 (no tenths) miles, date read 9/20/20 and I hereby certify that to the best of my knowledge the odometer reading:
☒ 1. reflects ACTUAL MILEAGE ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must
Sign Here: _____CO-SELLER Must
Sign Here: _____Print Here: Joe Moya C.E.O

Print Here: _____

Selling Dealer's License Number: _____

Tax No.: _____

Tax Collected: _____

Auction Name: _____

License Number: _____

PURCHASER Must
Sign Here: _____CO-PURCHASER Must
Sign Here: _____

Print Here: _____

Print Here: _____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

2900 Apalachee Parkway • Neil Kirkman Building - Tallahassee, FL 32399-0620
Notice of Sale of Motor Vehicle, Mobile Home or Vessel

Section 319.22(2), Florida Statutes, requires that the seller file a Notice of Sale with the department within 30 days after the sale or transfer of the motor vehicle, vessel or mobile home. Filing this form removes any civil liability for the operation of the sold motor vehicle, vessel or mobile home. In addition to filing this form, we suggest you keep a copy of your bill of sale (we suggest it be notarized), certificate of title or other type of transaction document showing the vehicle was sold. **Complete the information below, tear the top portion of this document at the perforation and mail to the address above or submit to your local tax collector's office or license plate agency.**

I have this ____ day of _____, _____, transferred by assignment of and delivered Florida Certificate of Title to:

Name: Purchaser(s) _____ Purchaser's DL/ID _____
 First MI Last

Address _____ Selling Price \$ 559,000.00

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature [Signature] Co-Seller's Signature _____

NOTE: THE SUBMISSION OF THIS FORM, ACCURATELY COMPLETED, TO A TAX COLLECTOR'S OFFICE, LICENSE PLATE AGENCY OR TO THE ADDRESS ABOVE WILL ALLOW THE TITLE CLERK TO UPDATE THE DMV DATABASE TO REFLECT THE TITLE RECORD AS "SOLD". HOWEVER, THE OWNERSHIP STATUS WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

ODOMETER CERTIFICATION - Federal and state laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.					
FIRST REASSIGNMENT BY LICENSED DEALER	Selling Dealer's License No.: _____	Selling Dealer's Name: _____	Tax No.: _____	Tax Collected: _____	
	Selling Dealer's Address: _____			Date Sold: _____	
	Purchaser's Name(s): _____	Address: _____			
	I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <table border="1" style="display: inline-table; width: 100px; height: 20px;"></table> <table border="1" style="display: inline-table; width: 100px; height: 20px;"></table> <table border="1" style="display: inline-table; width: 100px; height: 20px;"></table> XX (NO TENTHS) MILES, DATE READ ____ / ____ / ____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:				
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY					
	Purchaser Must Sign Here: _____		Co-Purchaser Must Sign Here: _____		
	Print Here: _____		Print Here: _____		
	Seller/Agent Must Sign Here: _____		Auction Name (When Applicable): _____		
	Print Here: _____		Auction License Number: _____		
SECOND REASSIGNMENT BY LICENSED DEALER	Selling Dealer's License No.: _____	Selling Dealer's Name: _____	Tax No.: _____	Tax Collected: _____	
	Selling Dealer's Address: _____			Date Sold: _____	
	Purchaser's Name(s): _____	Address: _____			
	I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <table border="1" style="display: inline-table; width: 100px; height: 20px;"></table> <table border="1" style="display: inline-table; width: 100px; height: 20px;"></table> <table border="1" style="display: inline-table; width: 100px; height: 20px;"></table> XX (NO TENTHS) MILES, DATE READ ____ / ____ / ____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:				
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY					
	Purchaser Must Sign Here: _____		Co-Purchaser Must Sign Here: _____		
	Print Here: _____		Print Here: _____		
	Seller/Agent Must Sign Here: _____		Auction Name (When Applicable): _____		
	Print Here: _____		Auction License Number: _____		
THIRD REASSIGNMENT BY LICENSED DEALER	Selling Dealer's License No.: _____	Selling Dealer's Name: _____	Tax No.: _____	Tax Collected: _____	
	Selling Dealer's Address: _____			Date Sold: _____	
	Purchaser's Name(s): _____	Address: _____			
	I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <table border="1" style="display: inline-table; width: 100px; height: 20px;"></table> <table border="1" style="display: inline-table; width: 100px; height: 20px;"></table> <table border="1" style="display: inline-table; width: 100px; height: 20px;"></table> XX (NO TENTHS) MILES, DATE READ ____ / ____ / ____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:				
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY					
	Purchaser Must Sign Here: _____		Co-Purchaser Must Sign Here: _____		
	Print Here: _____		Print Here: _____		
	Seller/Agent Must Sign Here: _____		Auction Name (When Applicable): _____		
	Print Here: _____		Auction License Number: _____		

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
APPLICATION FOR CERTIFICATE OF TITLE WITH/WITHOUT REGISTRATION
SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE

www.flhsmv.gov/offices/

CHECK APPLICATION TYPE: ☒ ORIGINAL ☐ TRANSFER VEHICLE TYPE: ☐ MOTOR VEHICLE ☐ MOBILE HOME ☐ VESSEL OFF-HIGHWAY VEHICLE: ☐ ATV ☐ ROV ☐ MC

1 OWNER / APPLICANT INFORMATION				
Customer Number	Check this box if you are requesting the certificate of title to be printed. <input checked="" type="checkbox"/>	Owner Are you a Florida resident? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Are you an alien? <input type="checkbox"/> yes <input type="checkbox"/> no	Co-Owner <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no	Unit Number Fleet Number

<input type="checkbox"/> OR <input type="checkbox"/> AND NOTE: When joint ownership, please indicate if "or" or "and" is to be shown on title when issued. If neither box is checked, the title will be issued with "and." If applicable: <input type="checkbox"/> Life Estate/Remainder Person <input type="checkbox"/> Tenancy By the Entirety <input type="checkbox"/> With Rights of Survivorship <input type="checkbox"/> Owner's County of Residence:						
Owner's Name As It Appears on Driver License (First, Full Middle/Maiden, & Last Name)		Owner's Email Address		Date of Birth	Sex	FL Driver License or FEID/Suffix #
Co-Owner/Lessee's Name As It Appears on Driver License (First, Full Middle/Maiden, & Last Name)		Co-Owner's/Lessee's Email Address		Date of Birth	Sex	FL Driver License or FEID/Suffix #
Owner's Mailing Address (Mandatory unless a member of the Military)		City		State	Zip	
Co-Owner's/Lessee's Mailing Address (Mandatory unless a member of the Military)		City		State	Zip	
Owner's/Lessee's Physical Street Address in Florida (Mandatory unless a member of the Military)		City		State	Zip	
Mobile Home Physical Address (if applicable) Check if in a mobile home rental park with 10 or more lots. <input type="checkbox"/>		City		State	Zip	
Mail To Customer Name (If different From Above Owner)		Mail To Customer's Email Address		Date of Birth	Sex	FL Driver License or FEID/Suffix #
Mail To Customer Address (If different From Above Mailing Address)		City		State	Zip	

2 MOTOR VEHICLE, MOBILE HOME OR VESSEL DESCRIPTION							
Vehicle/Vessel Identification Number VC9AZCBCKV019132		Make/Manufacturer NAVYA		Year 2019	Body BU	Color white	Florida Title Number
Previous State of Issue	License Plate or Vessel Registration Number	Weight	Length Ft. In.	BHP/CC	GVW/LOC	VAN USE, IF APPLICABLE <input checked="" type="checkbox"/> PASSENGER <input type="checkbox"/> OTHER	
TYPE <input type="checkbox"/> Open Motorboat <input type="checkbox"/> Cabin Motorboat <input type="checkbox"/> Auxiliary Sailboat <input type="checkbox"/> Inflatable <input type="checkbox"/> Houseboat <input type="checkbox"/> Pontoon <input type="checkbox"/> Airboat <input type="checkbox"/> Sailboat <input type="checkbox"/> Personal Watercraft <input type="checkbox"/> Canoe <input type="checkbox"/> Other Specify		HULL MATERIAL <input type="checkbox"/> Wood <input type="checkbox"/> Fiberglass <input type="checkbox"/> Wood/Fiberglass <input type="checkbox"/> Other Specify <input type="checkbox"/> Aluminum <input type="checkbox"/> Steel		PROPULSION <input type="checkbox"/> Outboard <input type="checkbox"/> Inboard <input type="checkbox"/> Inboard/Outboard <input type="checkbox"/> Other Specify <input type="checkbox"/> Sail <input type="checkbox"/> Air Propelled		FUEL <input type="checkbox"/> Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Electric <input type="checkbox"/> Other Specify	
USE OF VESSEL <input type="checkbox"/> Recreational (Pleasure) <input type="checkbox"/> Dealer/Manuf. <input type="checkbox"/> Exempt <input type="checkbox"/> Commercial Blue Crab <input type="checkbox"/> Commercial Fish <input type="checkbox"/> Hire (Livery) <input type="checkbox"/> Commercial Live Bait <input type="checkbox"/> Commercial Mackerel		USE OF VESSEL <input type="checkbox"/> Commercial Stone Crab <input type="checkbox"/> Commercial Shrimp Recip. <input type="checkbox"/> Commercial Shrimp Non-Recip. <input type="checkbox"/> Government <input type="checkbox"/> Commercial Charter <input type="checkbox"/> Commercial Oyster <input type="checkbox"/> Commercial Sponge <input type="checkbox"/> Commercial Other <input type="checkbox"/> Commercial Spiny Lobster		PREVIOUS OUT-OF-STATE REGISTRATION NUMBER:		*DRAFT OF VESSEL (The depth of water a vessel draws) FT. _____ IN. _____ *For all vessels 26' or more in length and all sailboats	
Previously Federally Documented Vessel, Attach Copy of: <input type="checkbox"/> U.S. Coast Guard Release From Documentation Form; or <input type="checkbox"/> Copy of Canceled Documentation Papers				State of Principal Use			

3 BRANDS, USAGE AND TYPE (Check Applicable Boxes)								
<input type="checkbox"/> SHORT TERM LEASE	<input type="checkbox"/> LONG TERM LEASE	<input type="checkbox"/> REBUILT	<input type="checkbox"/> POLICE VEHICLE	<input type="checkbox"/> PRIVATE USE	<input type="checkbox"/> TAXI CAB	<input type="checkbox"/> FLOOD	<input type="checkbox"/> ILEV	<input type="checkbox"/> CUSTOM
<input type="checkbox"/> ASSEMBLED FROM PARTS	<input type="checkbox"/> BONDED TITLE	<input type="checkbox"/> KIT CAR	<input type="checkbox"/> GLIDER KIT	<input type="checkbox"/> MANUF. BUY BACK	<input type="checkbox"/> REPLICA	<input type="checkbox"/> AUTONOMOUS	<input type="checkbox"/> ELECTRIC	<input type="checkbox"/> STREET ROD

4 LIENHOLDER INFORMATION							
CHECK IF ELT CUSTOMER <input type="checkbox"/>	<input type="checkbox"/> FEID #	<input type="checkbox"/> DL # and Sex and Date of Birth	<input type="checkbox"/> DMV Account #	Date of Lien	Lienholder's Name		
Lienholder's Email Address		Lienholder's Address		City	State	Zip	
<input type="checkbox"/> If Lienholder authorizes the Department to send the motor vehicle or mobile home title to the owner, check box and countersign: _____ (Does not apply to vessels). If box is not checked, title will be mailed to the first lienholder. (Signature of Lienholder's Representative)							

5 TRANSFER TYPE	
IF OWNERSHIP HAS TRANSFERRED, HOW AND WHEN WAS THE VEHICLE, MOBILE HOME, OR VESSEL ACQUIRED?	
<input type="checkbox"/> SALE <input type="checkbox"/> GIFT <input type="checkbox"/> REPOSSESSION <input type="checkbox"/> COURT ORDER <input type="checkbox"/> OTHER (SPECIFY) _____	DATE ACQUIRED ____/____/____

6 ODOMETER DECLARATION	
WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines or imprisonment.	
I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .XX (NO TENTHS) MILES, DATE READ ____/____/____ AND I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING:	
<input checked="" type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE. <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE.	

7 DEALER SALES TAX REPORT AND VEHICLE TRADE IN INFORMATION (IF APPLICABLE)				
FLORIDA SALES TAX REGISTRATION NUMBER	DATE OF SALE	DEALER LICENSE NUMBER	AMOUNT OF TAX	DEALER / AGENT SIGNATURE
YEAR OF TRADE IN	MAKE OF TRADE IN	TITLE NUMBER OF TRADE IN (IF KNOWN)	VEHICLE IDENTIFICATION NUMBER OF TRADE IN	

8

MOTOR VEHICLE IDENTIFICATION NUMBER VERIFICATION

THIS SECTION REQUIRES A PHYSICAL INSPECTION AND A VERIFICATION OF THE VEHICLE IDENTIFICATION NUMBER (VIN) (OR THE MOTOR NUMBER FOR MOTOR VEHICLES MANUFACTURED PRIOR TO 1955) OF THE MOTOR VEHICLE DESCRIBED ON THIS FORM BY A LICENSED DEALER, FLORIDA NOTARY PUBLIC, POLICE OFFICER, OR FLORIDA DIVISION OF MOTOR VEHICLES EMPLOYEE OR TAX COLLECTOR EMPLOYEE. IF THE VIN IS VERIFIED BY AN OUT OF STATE MOTOR VEHICLE DEALER, THE VERIFICATION MUST BE SUBMITTED ON THEIR LETTERHEAD STATIONERY. COMPLETE THIS SECTION ON ALL USED MOTOR VEHICLES, INCLUDING TRAILERS, (WITH ABBREVIATION OF "TL" WITH A WEIGHT OF 2,000 POUNDS OR MORE) NOT CURRENTLY TITLED IN FLORIDA.

I, the undersigned, certify that I have physically inspected the above described vehicle and find the vehicle identification number to be: _____

(Vehicle Identification Number)

DATE

SIGNATURE

PRINTED NAME

Law Enforcement Officer or Florida Dealer/Agency Name _____

Badge # or Florida Dealer # _____

Notary Stamp or Seal

FL DMV/Tax Collector Employee _____ Florida Compliance Examiner/Inspector Badge or ID Number _____

COMMISSIONED NAME OF FLORIDA NOTARY: _____ NOTARY'S SIGNATURE _____
(Print, Type or Stamp)

9

SALES TAX EXEMPTION CERTIFICATION

THE PURCHASE OF A RECREATIONAL VEHICLE TO BE OFFERED FOR RENT AS LIVING ACCOMMODATIONS DOES NOT QUALIFY FOR EXEMPTION. I CERTIFY THE RECREATIONAL VEHICLE, MOBILE HOME OR VESSEL DESCRIBED HAS BEEN PURCHASED AND IS EXEMPT FROM THE SALES TAX IMPOSED BY CHAPTER 212, FLORIDA STATUTES, BY:

☐ PURCHASER (STATE AGENCIES, COUNTIES, ETC.) HOLDS VALID EXEMPTION CERTIFICATE

CONSUMER'S CERTIFICATE OF EXEMPTION NUMBER _____

☐ MOTOR VEHICLE ☐ MOBILE HOME ☐ VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL

SALES TAX REGISTRATION NUMBER _____

I hereby certify that ownership of the motor vehicle, mobile home or vessel described on this application, is not subject to Florida Sales and Use Tax for the following reason: ☐ INHERITANCE ☐ GIFT

☐ DIVORCE DECREE ☐ TRANSFER BETWEEN A MARRIED COUPLE ☐ EVEN TRADE OR TRADE DOWN (State the facts of the even trade or trade down and the transferor information, including the transferor's name and address, below under "Other: Explain.")

☐ OTHER: (EXPLAIN) _____

10

REPOSSESSION DECLARATION

IF CHECKED, THE FOLLOWING CERTIFICATIONS ARE MADE BY THE APPLICANT:

- ☐ I CERTIFY THAT THIS MOTOR VEHICLE, MOBILE HOME OR VESSEL WAS REPOSSESSED UPON DEFAULT IN THE TERMS OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.
- ☐ (VESSEL) A PHOTOCOPY OF THE LIEN INSTRUMENT FOR THE VESSEL IS REQUIRED AND ATTACHED.
- ☐ I AM REQUESTING THAT AN ORIGINAL CERTIFICATE OF REPOSSESSION BE ISSUED FOR THE MOTOR VEHICLE OR MOBILE HOME IN LIEU OF A TITLE (REPOSSESSION).
- ☐ I AM REQUESTING THAT A DUPLICATE CERTIFICATE OF REPOSSESSION BE ISSUED FOR THE MOTOR VEHICLE OR MOBILE HOME, AS THE ORIGINAL HAS BEEN LOST OR DESTROYED.

11

NON-USE AND OTHER CERTIFICATIONS

IF CHECKED, THE FOLLOWING CERTIFICATIONS ARE MADE BY THE APPLICANT:

- ☐ I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.
- ☒ THE VEHICLE IDENTIFIED WILL NOT BE OPERATED ON THE STREETS AND HIGHWAYS OF THIS STATE UNTIL PROPERLY REGISTERED.
- ☐ THE VESSEL IDENTIFIED WILL NOT BE OPERATED ON THE WATERS OF THIS STATE UNTIL PROPERLY REGISTERED.
- ☐ OTHER: (EXPLAIN) _____

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APPLICATION ATTESTMENT AND SIGNATURES

I/WI PHYSICALLY INSPECTED THE ODOMETER/VIN AND FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS. (More than one form HSMV 82040 may be used for additional signatures.)

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SIGNATURE OF APPLICANT (OWNER)

Date

SIGNATURE OF APPLICANT (CO-OWNER)

Date

13

RELEASE OF SPOUSE OR HEIRS INTEREST

The undersigned person(s) state(s) as follows: That _____ died on _____.
(Name of Deceased) (Date)

- ☐ testate (with a will) ☐ intestate (without a will) and left the surviving heir(s) named below.
- ☐ When applicable, the heir(s) (named below) certifies that the certificate of title is lost or destroyed.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

(More than one form HSMV 82040 may be used for additional signatures.)

Print or Type Name of Spouse, Co-owner or Heir(s)

Signature of Spouse, Co-Owner or Heir(s)

That at the time of death the decedent was owner of the motor vehicle, mobile home or vessel described in section 2 of this form. The person(s) signing above hereby releases all of his/her/their right, title, interest and claim as heir(s) at law, legatee(s), devisee(s), or otherwise to the aforesaid motor vehicle, mobile home or vessel to:

Name of Applicant(s) (Print or Type)

RESIDENTS OF FLORIDA AND ALL VESSEL OWNERS, RESIDING IN FLORIDA OR OUT OF STATE, SHOULD SUBMIT THIS FORM AND ALL REQUIRED DOCUMENTATION TO A LOCAL FLORIDA TAX COLLECTOR'S OFFICE OR THE FLORIDA TAX COLLECTOR'S OFFICE LOCATED IN THE APPLICANT'S COUNTY OF RESIDENCE FOR PROCESSING.

Check your local phone book government pages or visit the following website for current mailing addresses: <http://www.flhsmv.gov/offices/>

www.flhsmv.gov

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Step 1:

- Obtain Bill of Sale
- Obtain Certificate of Origin

Step 2:

- Obtain Certificate of Insurance

Step 3:

- Obtain copy of register owner's Driver's License

Step 4:

- Obtain signed (by registered owner) 82040 Title Registration Form
(<https://www.flhsmv.gov/pdf/forms/82040.pdf>)

Step 5:

- Once above steps are completed, submit all documents to Pamela Joyner, and mail the physical, printed documents to:

**Florida Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
MS72, Room A330, Pamela Joyner Tallahassee, Florida 32399**

Step 8:

- Call to make payment and finalize transaction

Step 9:

- Receive new title, registration, & tags.

Contact List:

FDOT:

Pamela Joyner | pamelaJoyner@flhsmv.gov

Document Check List

- Copy of driver's license (Owner)
- ✓ Invoice/ Bill of Sale
- ✓ Certificate of Origin (Title)
- Certificate of Insurance -- *Need a Copy*
- ✓ Form 82040




Please fill out highlighted on all pages.

www.flhsmv.gov/offices

Notice of Sale and/or Bill of Sale for a Motor Vehicle, Mobile Home, Off-Highway Vehicle or Vessel

☐ Notice of Sale (Seller must complete sections 1 & 3). The purchaser's signature in section 3 is optional.

X	Bill of Sale (Seller and purchaser must complete sections 1, 2 (when applicable) & 3).
----------	---

1. Motor Vehicle, Mobile Home, Off- Highway or Vessel Description					
Year 2019		Make/Manufacturer NAVYA		Body Type BU	
		Model Autonom DL4		Color White	
Certificate of Title Number 143684562		Vehicle/Vessel Identification Number VGA92CB2CKV019173			
I/we do hereby sell or have sold and delivered the above described motor vehicle, mobile home, off-highway vehicle or vessel to:					
Print Name(s) of Purchaser(s)					
Address		City		State Zip Code	
Date of Sale September 20, 2020		Selling price \$ 350,000			
2. Odometer Disclosure Statement (Required For a Motor Vehicle)					
Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.					
WE STATE THAT THIS MOTOR VEHICLE'S [] 5 DIGIT OR [X] 6 DIGIT ODOMETER NOW READS [][][], 231 .xx (NO TENTHS) MILES, DATE READ _____ AND WE HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE ODOMETER READING: [X] 1. REFLECTS THE ACTUAL MILEAGE. [] 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. [] 3. IS NOT THE ACTUAL MILEAGE.					
Affidavit (When applicable):					
3. Certification					
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.					
Seller's Signature 		Seller's Printed Name Beep Inc.		Date 9/20/20	
Seller's Address 6900 Tavistock Lakes Blvd.		City Orlando		State Zip Code FL 32827	
Co-Seller's Signature (when applicable)		Co-Seller's Printed Name (when applicable)		Date	
Co-Seller's Address (when applicable)		City		State Zip Code	
Purchaser's Signature 		Purchaser's Printed Name 		Date 9/20/20	
Co-Purchaser's Signature (when applicable)		Co-Purchaser's Printed name (when applicable)		Date	

* OWNERSHIP STATUS FOR THE ABOVE DESCRIBED MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

Check your local phone book government pages or visit the following website for current mailing addresses:

<http://www.flhsmv.gov/offices>

T# 1132929324

B# 9312148

Identification Number VGA92CB2CKV019173	Year 2019	Make NVYA	Body BU	WT-L-BHP 7605	Vessel Regis. No.	Title Number 137576249
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Registered Owner:

Date of Issue 01/28/2020

Lien Release
Interest in the described vehicle is hereby released
By _____

Title _____

Date _____

BEEP, INC

6900 TAVISTOCK LAKES BLVD STE 400

ORLANDO, FL 32827-7593

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: <http://www.hsmv.state.fl.us/html/titlinf.html>

Mail To:

BEEP, INC

6900 TAVISTOCK LAKES BLVD STE 400

ORLANDO, FL 32827-7593

CERTIFICATE OF TITLE

Identification Number VGA92CB2CKV019173	Year 2019	Make NVYA	Body BU	WT-L-BHP 7605	Vessel Regis. No.	Title Number 137576249
--	--------------	--------------	------------	------------------	-------------------	---------------------------

Lien Release
Interest in the described vehicle is hereby released

Prev State NEW	Color	Primary Brand AUTONOMOUS VEHI	Secondary Brand	No of Brands 1	Use PRIVATE	Prev Issue Date	By
-------------------	-------	----------------------------------	-----------------	-------------------	----------------	-----------------	----

Title _____

Odometer Status or Vessel Manufacturer or OH use 2 MILES 01/21/2020 ACTUAL	Engine Drive	Hull Material	Prop	Date of Issue 01/28/2020	Date
---	--------------	---------------	------	-----------------------------	------

Registered Owner

ELECTRIC

BEEP, INC

6900 TAVISTOCK LAKES BLVD STE 400

ORLANDO, FL 32827-7593

1st Lienholder
NONE

DIVISION OF MOTORIST SERVICES

TALLAHASSEE

FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch

Robert R. Kynoch
Director

Terry L. Rhodes

Terry L. Rhodes
Executive DirectorControl Number 143684562
68 / 3 143684562

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.

Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: _____

Address: 6900 Tavistock Lakes Blvd Orlando, FL 32827

Seller Must Enter Selling Price: _____

Seller Must Enter Date Sold: Sep. 20, 2020

I/We state that this ☐ 5 or ☒ 6 digit odometer now reads 23111 (no tenths) miles, date read 9/20/20 and I hereby certify that to the best of my knowledge the odometer reading:☒ 1. reflects ACTUAL MILEAGE.☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS.☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must
Sign Here: _____CO-SELLER Must
Sign Here: _____

Print Here: _____

Print Here: _____

Selling Dealer's License Number: _____

Tax No.: _____

Tax Collected: _____

Auction Name: _____

License Number: _____

PURCHASER Must
Sign Here: _____CO-PURCHASER Must
Sign Here: _____

Print Here: _____

Print Here: _____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

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MTRFS022Y

Section 319.22(2), Florida Statutes, requires that the seller file a Notice of Sale with the department within 30 days after the sale or transfer of the motor vehicle, vessel or mobile home. Filing this form removes any civil liability for the operation of the sold motor vehicle, vessel or mobile home. In addition to filing this form, we suggest you keep a copy of your bill of sale (we suggest it be notarized), certificate of title or other type of transaction document showing the vehicle was sold. **Complete the information below, tear the top portion of this document at the perforation and mail to the address above or submit to your local tax collector's office or license plate agency.**

NOTE: THE SUBMISSION OF THIS FORM, ACCURATELY COMPLETED, TO A TAX COLLECTOR'S OFFICE, LICENSE PLATE AGENCY OR TO THE ADDRESS ABOVE WILL ALLOW THE TITLE CLERK TO UPDATE THE DMV DATABASE TO REFLECT THE TITLE RECORD AS "SOLD". HOWEVER, THE OWNERSHIP STATUS WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
APPLICATION FOR CERTIFICATE OF TITLE WITH/WITHOUT REGISTRATION
SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE

www.flhsmv.gov/offices/

CHECK APPLICATION TYPE: ☒ ORIGINAL ☐ TRANSFER VEHICLE TYPE: ☐ MOTOR VEHICLE ☐ MOBILE HOME ☐ VESSEL OFF-HIGHWAY VEHICLE: ☐ ATV ☐ ROV ☐ MC

1 OWNER / APPLICANT INFORMATION					
Customer Number	Check this box if you are requesting the certificate of title to be printed. <input checked="" type="checkbox"/>	Owner Are you a Florida resident? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Are you an alien? <input type="checkbox"/> yes <input type="checkbox"/> no	Co-Owner <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no	Unit Number	Fleet Number
<input type="checkbox"/> OR <input type="checkbox"/> AND NOTE: When joint ownership, please indicate if "or" or "and" is to be shown on title when issued. If neither box is checked, the title will be issued with "and." If applicable: <input type="checkbox"/> Life Estate/Remainder Person <input type="checkbox"/> Tenancy By the Entirety <input type="checkbox"/> With Rights of Survivorship <input type="checkbox"/> Owner's County of Residence:					
Owner's Name As It Appears on Driver License (First, Full Middle/Maiden, & Last Name)		Owner's Email Address		Date of Birth	Sex
Co-Owner/Lessee's Name As It Appears on Driver License (First, Full Middle/Maiden, & Last Name)		Co-Owner's/Lessee's Email Address		Date of Birth	Sex
Owner's Mailing Address (Mandatory unless a member of the Military)		City		State	Zip
Co-Owner's/Lessee's Mailing Address (Mandatory unless a member of the Military)		City		State	Zip
Owner's/Lessee's Physical Street Address in Florida (Mandatory unless a member of the Military)		City		State	Zip
Mobile Home Physical Address (if applicable) Check if in a mobile home rental park with 10 or more lots. <input type="checkbox"/>		City		State	Zip
Mail To Customer Name (If different From Above Owner)		Mail To Customer's Email Address		Date of Birth	Sex
Mail To Customer Address (If different From Above Mailing Address)		City		State	Zip

2 MOTOR VEHICLE, MOBILE HOME OR VESSEL DESCRIPTION							
Vehicle/Vessel Identification Number VCA9ZCBZCK01973		Make/Manufacturer NAVYA		Year 2019	Body BU	Color white	Florida Title Number
Previous State of Issue	License Plate or Vessel Registration Number	Weight	Length Ft. In.	BHP/CC	GVW/LOC	VAN USE, IF APPLICABLE <input checked="" type="checkbox"/> PASSENGER <input type="checkbox"/> OTHER	
TYPE <input type="checkbox"/> Open Motorboat <input type="checkbox"/> Cabin Motorboat <input type="checkbox"/> Auxiliary Sailboat <input type="checkbox"/> Inflatable <input type="checkbox"/> Houseboat <input type="checkbox"/> Pontoon <input type="checkbox"/> Airboat <input type="checkbox"/> Sailboat <input type="checkbox"/> Personal Watercraft <input type="checkbox"/> Canoe <input type="checkbox"/> Other Specify		HULL MATERIAL <input type="checkbox"/> Wood <input type="checkbox"/> Fiberglass <input type="checkbox"/> Wood/Fiberglass <input type="checkbox"/> Other Specify <input type="checkbox"/> Aluminum <input type="checkbox"/> Steel		PROPULSION <input type="checkbox"/> Outboard <input type="checkbox"/> Inboard <input type="checkbox"/> Inboard/Outboard <input type="checkbox"/> Other Specify <input type="checkbox"/> Sail <input type="checkbox"/> Air Propelled		FUEL <input type="checkbox"/> Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Electric <input type="checkbox"/> Other Specify	
USE OF VESSEL <input type="checkbox"/> Recreational (Pleasure) <input type="checkbox"/> Dealer/Manuf. <input type="checkbox"/> Exempt <input type="checkbox"/> Commercial Blue Crab <input type="checkbox"/> Commercial Fish <input type="checkbox"/> Hire (Livory) <input type="checkbox"/> Commercial Stone Crab <input type="checkbox"/> Commercial Shrimp Recip. <input type="checkbox"/> Commercial Shrimp Non-Recip. <input type="checkbox"/> Government <input type="checkbox"/> Commercial Charter <input type="checkbox"/> Commercial Oyster <input type="checkbox"/> Commercial Sponge <input type="checkbox"/> Commercial Other <input type="checkbox"/> Commercial Spiny Lobster		*DRAFT OF VESSEL (The depth of water a vessel draws) FT. _____ IN. _____ *For all vessels 26' or more in length and all sailboats		PREVIOUS OUT-OF-STATE REGISTRATION NUMBER:			
Previously Federally Documented Vessel, Attach Copy of: <input type="checkbox"/> U.S. Coast Guard Release From Documentation Form; or <input type="checkbox"/> Copy of Canceled Documentation Papers				State of Principal Use			

3 BRANDS, USAGE AND TYPE (Check Applicable Boxes)							
<input type="checkbox"/> SHORT TERM LEASE	<input type="checkbox"/> LONG TERM LEASE	<input type="checkbox"/> REBUILT	<input type="checkbox"/> POLICE VEHICLE	<input type="checkbox"/> PRIVATE USE	<input type="checkbox"/> TAXI CAB	<input type="checkbox"/> FLOOD	<input type="checkbox"/> ILEV
<input type="checkbox"/> ASSEMBLED FROM PARTS	<input type="checkbox"/> BONDED TITLE	<input type="checkbox"/> KIT CAR	<input type="checkbox"/> GLIDER KIT	<input type="checkbox"/> MANUF. BUY BACK	<input type="checkbox"/> REPLICA	<input type="checkbox"/> AUTONOMOUS	<input type="checkbox"/> ELECTRIC
						<input type="checkbox"/> CUSTOM	<input type="checkbox"/> STREET ROD

4 LIENHOLDER INFORMATION			
CHECK IF ELT CUSTOMER <input type="checkbox"/>	<input type="checkbox"/> FEID # <input type="checkbox"/> DL # and Sex and Date of Birth <input type="checkbox"/> DMV Account #	Date of Lien	Lienholder's Name
Lienholder's Email Address	Lienholder's Address	City	State Zip
<input type="checkbox"/> If Lienholder authorizes the Department to send the motor vehicle or mobile home title to the owner, check box and countersign: (Does not apply to vessels). If box is not checked, title will be mailed to the first lienholder. _____ (Signature of Lienholder's Representative)			

5 TRANSFER TYPE	
IF OWNERSHIP HAS TRANSFERRED, HOW AND WHEN WAS THE VEHICLE, MOBILE HOME, OR VESSEL ACQUIRED?	
<input type="checkbox"/> SALE <input type="checkbox"/> GIFT <input type="checkbox"/> REPOSSESSION <input type="checkbox"/> COURT ORDER <input type="checkbox"/> OTHER (SPECIFY)	DATE ACQUIRED ____/____/____

6 ODOMETER DECLARATION	
WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines or imprisonment.	
I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .XX (NO TENTHS) MILES, DATE READ ____/____/____ AND I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING:	
<input checked="" type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE.	<input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS.
<input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE.	

7 DEALER SALES TAX REPORT AND VEHICLE TRADE IN INFORMATION (IF APPLICABLE)				
FLORIDA SALES TAX REGISTRATION NUMBER	DATE OF SALE	DEALER LICENSE NUMBER	AMOUNT OF TAX	DEALER / AGENT SIGNATURE
YEAR OF TRADE IN	MAKE OF TRADE IN	TITLE NUMBER OF TRADE IN (IF KNOWN)	VEHICLE IDENTIFICATION NUMBER OF TRADE IN	

8 MOTOR VEHICLE IDENTIFICATION NUMBER VERIFICATION

THIS SECTION REQUIRES A PHYSICAL INSPECTION AND A VERIFICATION OF THE VEHICLE IDENTIFICATION NUMBER (VIN) (OR THE MOTOR NUMBER FOR MOTOR VEHICLES MANUFACTURED PRIOR TO 1955) OF THE MOTOR VEHICLE DESCRIBED ON THIS FORM BY A LICENSED DEALER, FLORIDA NOTARY PUBLIC, POLICE OFFICER, OR FLORIDA DIVISION OF MOTOR VEHICLES EMPLOYEE OR TAX COLLECTOR EMPLOYEE. IF THE VIN IS VERIFIED BY AN OUT OF STATE MOTOR VEHICLE DEALER, THE VERIFICATION MUST BE SUBMITTED ON THEIR LETTERHEAD STATIONERY. COMPLETE THIS SECTION ON ALL USED MOTOR VEHICLES, INCLUDING TRAILERS, (WITH ABBREVIATION OF "TL" WITH A WEIGHT OF 2,000 POUNDS OR MORE) NOT CURRENTLY TITLED IN FLORIDA.

I, the undersigned, certify that I have physically inspected the above described vehicle and find the vehicle identification number to be: (Vehicle Identification Number)

DATE SIGNATURE PRINTED NAME

Law Enforcement Officer or Florida Dealer/Agency Name Badge # or Florida Dealer # Notary Stamp or Seal

FL DMV/Tax Collector Employee Florida Compliance Examiner/Inspector Badge or ID Number

COMMISSIONED NAME OF FLORIDA NOTARY: (Print, Type or Stamp) NOTARY'S SIGNATURE

9 SALES TAX EXEMPTION CERTIFICATION

THE PURCHASE OF A RECREATIONAL VEHICLE TO BE OFFERED FOR RENT AS LIVING ACCOMMODATIONS DOES NOT QUALIFY FOR EXEMPTION. I CERTIFY THE RECREATIONAL VEHICLE, MOBILE HOME OR VESSEL DESCRIBED HAS BEEN PURCHASED AND IS EXEMPT FROM THE SALES TAX IMPOSED BY CHAPTER 212, FLORIDA STATUTES, BY:

PURCHASER (STATE AGENCIES, COUNTIES, ETC.) HOLDS VALID EXEMPTION CERTIFICATE CONSUMER'S CERTIFICATE OF EXEMPTION NUMBER

MOTOR VEHICLE MOBILE HOME VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL SALES TAX REGISTRATION NUMBER

I hereby certify that ownership of the motor vehicle, mobile home or vessel described on this application, is not subject to Florida Sales and Use Tax for the following reason: INHERITANCE GIFT

DIVORCE DECREE TRANSFER BETWEEN A MARRIED COUPLE EVEN TRADE OR TRADE DOWN (State the facts of the even trade or trade down and the transferor information, including the transferor's name and address, below under "Other: Explain.")

OTHER: (EXPLAIN)

10 REPOSSESSION DECLARATION

IF CHECKED, THE FOLLOWING CERTIFICATIONS ARE MADE BY THE APPLICANT:

I CERTIFY THAT THIS MOTOR VEHICLE, MOBILE HOME OR VESSEL WAS REPOSSESSED UPON DEFAULT IN THE TERMS OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.
(VESSEL) A PHOTOCOPY OF THE LIEN INSTRUMENT FOR THE VESSEL IS REQUIRED AND ATTACHED.
I AM REQUESTING THAT AN ORIGINAL CERTIFICATE OF REPOSSESSION BE ISSUED FOR THE MOTOR VEHICLE OR MOBILE HOME IN LIEU OF A TITLE (REPOSSESSION).
I AM REQUESTING THAT A DUPLICATE CERTIFICATE OF REPOSSESSION BE ISSUED FOR THE MOTOR VEHICLE OR MOBILE HOME, AS THE ORIGINAL HAS BEEN LOST OR DESTROYED.

11 NON-USE AND OTHER CERTIFICATIONS

IF CHECKED, THE FOLLOWING CERTIFICATIONS ARE MADE BY THE APPLICANT:

I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.
THE VEHICLE IDENTIFIED WILL NOT BE OPERATED ON THE STREETS AND HIGHWAYS OF THIS STATE UNTIL PROPERLY REGISTERED.
THE VESSEL IDENTIFIED WILL NOT BE OPERATED ON THE WATERS OF THIS STATE UNTIL PROPERLY REGISTERED.
OTHER: (EXPLAIN)

12 APPLICATION ATTESTMENT AND SIGNATURES

I/WE PHYSICALLY INSPECTED THE ODOMETER/VIN AND FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS. (More than one form HSMV 82040 may be used for additional signatures.)

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SIGNATURE OF APPLICANT (OWNER) Date SIGNATURE OF APPLICANT (CO-OWNER) Date

13 RELEASE OF SPOUSE OR HEIRS INTEREST

The undersigned person(s) state(s) as follows: That (Name of Deceased) died on (Date)

testate (with a will) intestate (without a will) and left the surviving heir(s) named below.
When applicable, the heir(s) (named below) certifies that the certificate of title is lost or destroyed.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Print or Type Name of Spouse, Co-owner or Heir(s) Signature of Spouse, Co-Owner or Heir(s)

That at the time of death the decedent was owner of the motor vehicle, mobile home or vessel described in section 2 of this form. The person(s) signing above hereby releases all of his/her/their right, title, interest and claim as heir(s) at law, legatee(s), devisee(s), or otherwise to the aforesaid motor vehicle, mobile home or vessel to:

Name of Applicant(s) (Print or Type)

RESIDENTS OF FLORIDA AND ALL VESSEL OWNERS, RESIDING IN FLORIDA OR OUT OF STATE, SHOULD SUBMIT THIS FORM AND ALL REQUIRED DOCUMENTATION TO A LOCAL FLORIDA TAX COLLECTOR'S OFFICE OR THE FLORIDA TAX COLLECTOR'S OFFICE LOCATED IN THE APPLICANT'S COUNTY OF RESIDENCE FOR PROCESSING.

Check your local phone book government pages or visit the following website for current mailing addresses: <http://www.flhsmv.gov/offices/>
www.flhsmv.gov

TRADITION COMMUNITY DEVELOPMENT DISTRICTS 1-10

Financial Report For October 2020

TRADITION COMMUNITY DEVELOPMENT DISTRICTS #1-10
MONTHLY FINANCIAL REPORT
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TRADITION COMMUNITY DEVELOPMENT DISTRICTS #1-10 RECAP
FISCAL YEAR 2020/2021
OCTOBER 1, 2020 - OCTOBER 31,2020

	FISCAL YEAR 2020/2021 ANNUAL BUDGET	FISCAL YEAR 10/01/20 - 10/31/20 ACTUAL	% Of Budget	COMMENTS
REVENUES				
O & M ASSESSMENTS - ADMIN & MAINT	1,392,778	0	0.00%	
DEBT ASSESSMENTS	4,381,312	0	0.00%	
INTEREST INCOME	0	915	0.00%	
STORMWATER	700,000	0	0.00%	
OTHER INCOME	0	37,413	0.00%	
DEVELOPER CONTRIBUTION - BEEP	0	0	0.00%	
FUND CARRY FORWARD	320,625	0	0.00%	
Total Revenues	\$ 6,794,715	\$ 38,327	0.56%	
EXPENDITURES - ADMIN				
AUDIT	55,000	0	0.00%	
BANK FEES	670	0	0.00%	
DISSEMINATION AGENT	1,000	0	0.00%	
DISTRICT COUNSEL	60,000	-9,538	-15.90%	Credit for bill that was to be split with Southern Grove - Previously paid for by TRA
MANAGEMENT	92,070	7,673	8.33%	
ASSESSMENT ROLL	10,000	0	0.00%	
DUES, LICENSES, FEES	1,750	1,750	100.00%	Paid for year.
ENGINEERING	50,000	0	0.00%	
IMPACT FEE ADMINISTRATION	0	0	0.00%	
GENERAL INSURANCE	89,300	93,740	104.97%	Paid for year.
WEBSITE	7,500	625	8.33%	
LEGAL ADVERTISING	6,500	0	0.00%	
MISCELLANEOUS	1,000	180	18.00%	
MEETING ROOM	3,300	0	0.00%	
TRAVEL AND PER DIEM	4,000	0	0.00%	
OFFICE SUPPLIES	2,500	23	0.90%	
POSTAGE AND SHIPPING	100	15	14.80%	
COPIES	4,500	71	1.59%	
SUPERVISOR FEES	64,800	3,800	5.86%	
SUPERVISOR PAYROLL TAXES	0	291	100.00%	

TRADITION COMMUNITY DEVELOPMENT DISTRICTS #1-10 RECAP
FISCAL YEAR 2020/2021
OCTOBER 1, 2020 - OCTOBER 31,2020

	FISCAL YEAR 2020/2021 ANNUAL BUDGET	FISCAL YEAR 10/01/20 - 10/31/20 ACTUAL	% Of Budget	COMMENTS
SUPERVISOR PAYROLL FEES	0	60	100.00%	
TELEPHONE	3,135	181	100.00%	
TRUSTEE SERVICES	14,000	0	0.00%	
OFFICE RENT	23,100	2,127	9.21%	
CONTINUING DISCLOSURE FEE	1,500	0	0.00%	
CONTINGENCY - ADMIN	5,000	0	0.00%	
BEEP - CAPITAL	0	12,520		
TOTAL ADMIN EXPENSES	500,725	113,517	22.67%	
EXPENDITURES - MAINT				
LAKE MAINTENANCE	145,000	26,245	18.10%	
BEEP OPERATIONS	1	0	0.00%	
BUILDING, BRIDGE, MONUMENT MAINT.	10,000	0	0.00%	
CONTINGENCY - MAINT.	30,000	0	0.00%	
COMMUNITY AREA MAINTENANCE	40,000	1,016	2.54%	
DEVELOPMENT COORDINATOR	58,500	4,875	8.33%	
PAINTING	5,000	0	0.00%	
FENCE MAINTENANCE	3,000	0	0.00%	
ELECTRIC	60,000	4,502	7.50%	
ENGINEERING - MAINT.	100,000	0	0.00%	
FIELD MANAGEMENT	189,255	15,771	8.33%	
FOUNTAIN MAINTENANCE	40,000	0	0.00%	
LANDSCAPING MAINTENANCE & MATERIALS	712,000	57,071	8.02%	
IRRIGATION	150,000	12,405	8.27%	
IRRIGATION PARTS & REPAIR	25,000	199	0.79%	
PEST CONTROL	6,500	0	0.00%	
SECURITY	42,000	3,535	8.42%	
SIDEWALK CLEANING	20,000	17,848	89.24%	
SIDEWALK REPAIR	10,000	0	0.00%	
SIGNAGE	10,000	2,870	28.70%	
STREETLIGHTS	45,000	2,770	6.16%	
STORMWATER MANAGEMENT	6,000	0	0.00%	
TREE/PLANT REPLACEMENT & TRIM	90,000	40,945	45.49%	
WETLAND UPLAND MAINTENANCE	4,000	0	0.00%	
TOTAL MAINTENANCE EXPENSES	1,801,256	190,052	10.55%	

TRADITION COMMUNITY DEVELOPMENT DISTRICTS #1-10 RECAP
FISCAL YEAR 2020/2021
OCTOBER 1, 2020 - OCTOBER 31,2020

	FISCAL YEAR 2020/2021 ANNUAL BUDGET	FISCAL YEAR 10/01/20 - 10/31/20 ACTUAL	% Of Budget	COMMENTS
Total Expenditures	\$ 2,301,981	\$ 303,569	13.19%	
EXCESS / (SHORTFALL)	\$ 4,492,734	\$ (265,242)		
PAYMENT TO TRUSTEE	(4,030,807)	-	0.00%	Budget is net of fees and discounts, not everyone takes the 4% discount
BALANCE	\$ 461,927	\$ (265,242)		
COUNTY APPRAISER & TAX COLLECTOR FEE	(230,964)	-	0.00%	
DISCOUNTS FOR EARLY PAYMENTS	(230,964)	-	0.00%	
NET EXCESS / (SHORTFALL)	\$ -	\$ (265,242)		

12:09 PM

12/01/20

Accrual Basis

Z Tradition (Acct Funds) CDD
Long Term Debt Balance Sheet
As of October 31, 2020

	<u>Oct 31, 20</u>
ASSETS	
Other Assets	
05-5150 · Amount Available In DSF	4,565,090.60
05-5155 · Amount To Be Provided	37,269,909.40
Total Other Assets	<u>41,835,000.00</u>
TOTAL ASSETS	<u>41,835,000.00</u>
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
05-5215 · Special Assessment Debt (2014)	41,835,000.00
Total Long Term Liabilities	<u>41,835,000.00</u>
Total Liabilities	<u>41,835,000.00</u>
TOTAL LIABILITIES & EQUITY	<u>41,835,000.00</u>

Tradition CDD No. 1
Profit & Loss Budget vs. Actual
October 2020

	Oct 20	Budget	\$ Over Bud...	% of Budget
Income				
01-3000 · Carry Forward	0.00	3,403.03	-3,403.03	0.0%
01-3100 · O & M Assessments	0.00	168,293.53	-168,293.53	0.0%
01-3810 · Debt Assessments	0.00	4,381,312.12	-4,381,312.12	0.0%
01-3820 · Debt Assess-Paid To Trustee	0.00	-4,030,807.15	4,030,807.15	0.0%
01-3830 · Assessment Fees	0.00	-230,963.62	230,963.62	0.0%
01-3831 · Assessment Discounts	0.00	-230,963.62	230,963.62	0.0%
01-9000 · Bond Prepayments - Series 2014	6,996.93	0.00	6,996.93	100.0%
01-9010 · Prepaid Bonds To Trustee (2014)	-6,996.93	0.00	-6,996.93	100.0%
01-9400 · Other Income	31,162.80	0.00	31,162.80	100.0%
01-9405 · Stormwater Fees	0.00	8,740.73	-8,740.73	0.0%
01-9407 · Engineering Revenue Fees	6,250.00	0.00	6,250.00	100.0%
01-9410 · Interest Income (GF)	914.69	0.00	914.69	100.0%
Total Income	38,327.49	69,015.02	-30,687.53	55.5%
Expense				
01-1308 · Dissemination Agent	0.00	12.49	-12.49	0.0%
01-1310 · Engineering	40,314.90	307.48	40,007.42	13,111.4%
01-1311 · Management Fees	47.22	566.19	-518.97	8.3%
01-1313 · Field Management	196.97	2,363.18	-2,166.21	8.3%
01-1314 · Consulting Fee	0.00	0.00	0.00	0.0%
01-1315 · Legal Fees	-58.70	368.97	-427.67	-15.9%
01-1317 · Travel and Per Diem	0.00	24.60	-24.60	0.0%
01-1318 · Assessment/Tax Roll	0.00	61.50	-61.50	0.0%
01-1320 · Audit Fees	0.00	6,500.00	-6,500.00	0.0%
01-1325 · Supervisor Fees	47.48	9,257.14	-9,209.66	0.5%
01-1326 · Payroll tax expense	3.67	0.00	3.67	100.0%
01-1327 · Payroll Processing fees	0.78	0.00	0.78	100.0%
01-1332 · Development Coordinator	30.02	730.48	-700.46	4.1%
01-1440 · Rents & Leases	13.12	142.05	-128.93	9.2%
01-1450 · Insurance	30,536.00	28,000.00	2,536.00	109.1%
01-1480 · Legal Advertisements	0.00	39.97	-39.97	0.0%
01-1511 · Bank Fees	0.00	4.12	-4.12	0.0%
01-1512 · Miscellaneous	1.16	6.15	-4.99	18.9%
01-1513 · Postage and Delivery	0.14	0.61	-0.47	23.0%
01-1514 · Office Supplies	0.19	15.37	-15.18	1.2%
01-1515 · Telephone	1.16	19.28	-18.12	6.0%
01-1516 · Copies	0.47	27.67	-27.20	1.7%
01-1517 · Meeting Room	0.00	20.29	-20.29	0.0%
01-1518 · Web Site	3.89	750.00	-746.11	0.5%
01-1520 · Security	44.16	524.44	-480.28	8.4%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	0.00	174.81	-174.81	0.0%
01-1600 · BEEP Capital				
01-1601 · BEEP	0.00	0.00	0.00	0.0%
01-1602 · Legal	12,520.00	0.00	12,520.00	100.0%
01-1600 · BEEP Capital - Other	0.00	0.00	0.00	0.0%
Total 01-1600 · BEEP Capital	12,520.00	0.00	12,520.00	100.0%
01-1606 · BEEP O&M	0.00	0.01	-0.01	0.0%
01-1743 · Continuing Disclosure Fee	0.00	18.73	-18.73	0.0%
01-1801 · Landscaping Maintenance	712.67	8,890.57	-8,177.90	8.0%
01-1802 · Tree/Plant Replacement & Trim	511.30	1,123.81	-612.51	45.5%
01-1805 · Stormwater Management (GF)	0.00	74.92	-74.92	0.0%
01-1807 · Irrigation Parts & Repair	2.50	312.17	-309.67	0.8%
01-1808 · Irrigation	154.92	1,873.01	-1,718.09	8.3%
01-1810 · Engineering / Inspections	0.00	1,248.68	-1,248.68	0.0%
01-1812 · Signage & Amenities Repair	35.87	124.87	-89.00	28.7%
01-1813 · Wetland Upland Maintenance	0.00	49.95	-49.95	0.0%
01-1814 · Electricity	56.25	749.21	-692.96	7.5%
01-1815 · Miscellaneous Maintenance	0.00	374.60	-374.60	0.0%
01-1816 · Building Maintenance	0.00	124.87	-124.87	0.0%
01-1817 · Common Area Maintenance	12.73	499.47	-486.74	2.5%

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Accrual Basis

Tradition CDD No. 1
Profit & Loss Budget vs. Actual
October 2020

	Oct 20	Budget	\$ Over Bud...	% of Budget
01-1818 · Fountain Maintenance & Chemical	0.00	499.47	-499.47	0.0%
01-1820 · Contingency	0.00	30.75	-30.75	0.0%
01-1822 · Pest Control	0.00	81.16	-81.16	0.0%
01-1823 · Painting	0.00	62.43	-62.43	0.0%
01-1824 · Fence Repair / Maintenance	0.00	37.46	-37.46	0.0%
01-1825 · Lake Maintenance	327.74	1,810.58	-1,482.84	18.1%
01-1827 · Streetlights	34.62	561.90	-527.28	6.2%
01-1828 · Road Repair	0.00	0.00	0.00	0.0%
01-1829 · Sidewalk Cleaning	222.89	249.74	-26.85	89.2%
01-1830 · Sidewalk Repair	0.00	124.87	-124.87	0.0%
Total Expense	85,949.12	69,015.02	16,934.10	124.5%
Net Income	-47,621.63	0.00	-47,621.63	100.0%

Tradition CDD No. 1
Balance Sheet
As of October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1157	655,327.48
01-1001 · Synovus CK 4401	2,022,032.49
01-1003 · Synovus MMA 4902	295,292.42
Total Checking/Savings	2,972,652.39
Accounts Receivable	
11000 · Accounts Receivable	82,500.00
Total Accounts Receivable	82,500.00
Other Current Assets	
01-1205 · Accounts Receivable - Opening	4,700.00
01-1208 · Due From Other Gov Units - Open	999.78
01-8154 · Deposits	200.00
Total Other Current Assets	5,899.78
Total Current Assets	3,061,052.17
TOTAL ASSETS	3,061,052.17
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
01-2020 · Accounts Payable	424,069.75
Total Accounts Payable	424,069.75
Other Current Liabilities	
01-2023 · Due To Other Funds	376,019.84
01-2025 · Deposits - Engr Deposit	46,253.33
01-2026 · Deposits - Lake Bank Restoratio	535,941.27
01-2027 · Deposits - Entry Signage	500,000.00
01-2030 · Due to CDD2	45,412.95
01-2031 · Due to CDD3	130,473.82
01-2032 · Due to CDD4	128,676.99
01-2033 · Due to CDD5	125,425.94
01-2034 · Due to CDD6	118,020.13
01-2035 · Due to CDD7	15,455.82
01-2036 · Due to CDD8	-13,669.90
01-2037 · Due to CDD9	-8,348.62
01-2038 · Due to CDD10	-17,135.17
Total Other Current Liabilities	1,982,526.40
Total Current Liabilities	2,406,596.15
Total Liabilities	2,406,596.15
Equity	
30000 · Opening Balance Equity	618,489.13
99-9999 · Retained Earnings	83,588.52
Net Income	-47,621.63
Total Equity	654,456.02
TOTAL LIABILITIES & EQUITY	3,061,052.17

Tradition CDD No. 2
Profit & Loss Budget vs. Actual
October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
Income				
01-3000 · Carry Forward	0.00	20,369.57	-20,369.57	0.0%
01-3100 · Assessments	0.00	0.00	0.00	0.0%
01-3200 · Maintenance Assessment	0.00	99,142.73	-99,142.73	0.0%
01-9405 · Stormwater Fees	0.00	52,319.50	-52,319.50	0.0%
01-9410 · Interest Income (GF)	0.36	0.00	0.36	100.0%
Total Income	0.36	171,831.80	-171,831.44	0.0%
Expense				
01-1308 · Dissemination Agent	0.00	74.74	-74.74	0.0%
01-1310 · Engineering	0.00	1,840.47	-1,840.47	0.0%
01-1311 · Management Fees	282.42	3,389.05	-3,106.63	8.3%
01-1314 · Consulting Fee	0.00	0.00	0.00	0.0%
01-1315 · Legal Fees	-351.07	2,208.57	-2,559.64	-15.9%
01-1317 · Travel and Per Diem	0.00	147.24	-147.24	0.0%
01-1318 · Assessment/Tax Roll	0.00	368.09	-368.09	0.0%
01-1320 · Audit Fees	0.00	5,500.00	-5,500.00	0.0%
01-1325 · Supervisor Fees	284.02	9,257.14	-8,973.12	3.1%
01-1326 · Payroll Taxes	21.72	0.00	21.72	100.0%
01-1327 · Payroll Processing Fees	4.47	0.00	4.47	100.0%
01-1332 · Development Coordinator	179.44	4,372.42	-4,192.98	4.1%
01-1440 · Rents & Leases	78.28	850.30	-772.02	9.2%
01-1450 · Insurance	10,986.00	10,500.00	486.00	104.6%
01-1480 · Legal Advertisements	0.00	239.26	-239.26	0.0%
01-1511 · Bank Fees	0.00	24.66	-24.66	0.0%
01-1512 · Miscellaneous	6.62	36.81	-30.19	18.0%
01-1513 · Postage and Delivery	0.54	3.68	-3.14	14.7%
01-1514 · Office Supplies	0.82	92.02	-91.20	0.9%
01-1515 · Telephone	6.67	115.40	-108.73	5.8%
01-1516 · Copies	2.62	165.64	-163.02	1.6%
01-1517 · Meeting Room	0.00	121.47	-121.47	0.0%
01-1518 · Web Site	23.00	750.00	-727.00	3.1%
01-1520 · Security	264.18	3,139.17	-2,874.99	8.4%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	0.00	1,046.39	-1,046.39	0.0%
01-1606 · BEEP Operations	0.00	0.07	-0.07	0.0%
01-1743 · Continuing Disclosure Fee	0.00	112.11	-112.11	0.0%
01-1801 · Landscaping Maintenance	4,265.62	53,216.40	-48,950.78	8.0%
01-1802 · Tree/Plant Replacement & Trim	3,060.31	6,726.79	-3,666.48	45.5%
01-1805 · Stormwater Management (GF)	0.00	448.45	-448.45	0.0%
01-1807 · Irrigation Parts & Repair	14.85	1,868.55	-1,853.70	0.8%
01-1808 · Irrigation	927.15	11,211.32	-10,284.17	8.3%
01-1809 · Field Management	1,178.77	14,145.32	-12,966.55	8.3%
01-1810 · Engineering / Inspections	0.00	7,474.21	-7,474.21	0.0%
01-1812 · Signage & Amenities Repair	214.50	747.42	-532.92	28.7%
01-1813 · Wetland Upland Maintenance	0.00	298.97	-298.97	0.0%
01-1814 · Electricity	336.51	4,484.53	-4,148.02	7.5%
01-1815 · Miscellaneous Maintenance	0.00	2,242.26	-2,242.26	0.0%
01-1816 · Building Maintenance	0.00	747.42	-747.42	0.0%
01-1817 · Common Area Maintenance	75.93	2,989.69	-2,913.76	2.5%
01-1818 · Fountain Maintenance & Chemical	0.00	2,989.69	-2,989.69	0.0%
01-1820 · Contingency	0.00	184.05	-184.05	0.0%
01-1822 · Pest Control	0.00	485.82	-485.82	0.0%
01-1823 · Painting	0.00	373.71	-373.71	0.0%
01-1824 · Fence Repair / Maintenance	0.00	224.23	-224.23	0.0%
01-1825 · Lake Maintenance	1,961.60	10,837.61	-8,876.01	18.1%
01-1826 · Streetlights	207.03	3,363.40	-3,156.37	6.2%
01-1828 · Road Repair	0.00	0.00	0.00	0.0%
01-1829 · Sidewalk Cleaning	1,334.01	1,494.84	-160.83	89.2%
01-1830 · Sidewalk Repair	0.00	747.42	-747.42	0.0%
Total Expense	25,541.01	171,831.80	-146,290.79	14.9%
Net Income	-25,540.65	0.00	-25,540.65	100.0%

Tradition CDD No. 2
Balance Sheet
As of October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1173	8,563.44
Total Checking/Savings	8,563.44
Other Current Assets	
01-1210 · Due from CDD1	45,412.95
Total Other Current Assets	45,412.95
Total Current Assets	53,976.39
TOTAL ASSETS	53,976.39
LIABILITIES & EQUITY	
Equity	
30000 · Opening Balance Equity	4,869.12
99-9999 · Retained Earnings	74,647.92
Net Income	-25,540.65
Total Equity	53,976.39
TOTAL LIABILITIES & EQUITY	53,976.39

Tradition CDD No. 3
Profit & Loss Budget vs. Actual
October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
Income				
01-3000 · Carry Forward	0.00	60,476.71	-60,476.71	0.0%
01-3100 · Assessments	0.00	240,100.30	-240,100.30	0.0%
01-9405 · Stormwater Fees	0.00	155,335.22	-155,335.22	0.0%
01-9410 · Interest Income (GF)	0.00	0.00	0.00	0.0%
Total Income	0.00	455,912.23	-455,912.23	0.0%
Expense				
01-1308 · Dissemination Agent	0.00	221.91	-221.91	0.0%
01-1310 · Engineering	0.00	5,464.32	-5,464.32	0.0%
01-1311 · Management Fees	838.49	10,061.99	-9,223.50	8.3%
01-1314 · Consulting Fee	0.00	0.00	0.00	0.0%
01-1315 · Legal Fees	-1,042.31	6,557.18	-7,599.49	-15.9%
01-1317 · Travel and Per Diem	0.00	437.15	-437.15	0.0%
01-1318 · Assessment/Tax Roll	0.00	1,092.86	-1,092.86	0.0%
01-1320 · Audit Fees	0.00	5,500.00	-5,500.00	0.0%
01-1325 · Supervisor Fees	843.24	9,257.14	-8,413.90	9.1%
01-1326 · Payroll Taxes - Supervisors	64.50	0.00	64.50	100.0%
01-1327 · Payroll Fees - Supervisors	13.29	0.00	13.29	100.0%
01-1332 · Development Coordinator	532.77	12,981.59	-12,448.82	4.1%
01-1440 · Rents & Leases	232.41	2,524.51	-2,292.10	9.2%
01-1450 · Insurance	7,950.00	7,800.00	150.00	101.9%
01-1480 · Legal Advertisements	0.00	710.36	-710.36	0.0%
01-1511 · Bank Fees	0.00	73.22	-73.22	0.0%
01-1512 · Miscellaneous	19.67	109.29	-89.62	18.0%
01-1513 · Postage and Delivery	1.61	10.93	-9.32	14.7%
01-1514 · Office Supplies	2.45	273.22	-270.77	0.9%
01-1515 · Telephone	19.81	342.61	-322.80	5.8%
01-1516 · Copies	7.79	491.79	-484.00	1.6%
01-1517 · Meeting Room	0.00	360.64	-360.64	0.0%
01-1518 · Web Site	68.30	750.00	-681.70	9.1%
01-1520 · Security	784.35	9,320.11	-8,535.76	8.4%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	0.00	3,106.70	-3,106.70	0.0%
01-1606 · BEEP Operations	0.00	0.22	-0.22	0.0%
01-1743 · Continuing Disclosure Fee	0.00	332.86	-332.86	0.0%
01-1801 · Landscaping Maintenance	12,664.54	157,998.10	-145,333.56	8.0%
01-1802 · Tree/Plant Replacement & Trim	9,086.00	19,971.67	-10,885.67	45.5%
01-1805 · Stormwater Management (GF)	0.00	1,331.44	-1,331.44	0.0%
01-1807 · Irrigation Parts & Repair	44.10	5,547.69	-5,503.59	0.8%
01-1808 · Irrigation	2,752.69	33,286.12	-30,533.43	8.3%
01-1809 · Field Management	3,499.75	41,997.09	-38,497.34	8.3%
01-1810 · Engineering / Inspections	0.00	22,190.75	-22,190.75	0.0%
01-1812 · Signage & Amenities Repair	636.87	2,219.07	-1,582.20	28.7%
01-1813 · Wetland Upland Maintenance	0.00	887.63	-887.63	0.0%
01-1814 · Electricity	999.10	13,314.45	-12,315.35	7.5%
01-1815 · Miscellaneous Maintenance	0.00	6,657.22	-6,657.22	0.0%
01-1816 · Building Maintenance	0.00	2,219.07	-2,219.07	0.0%
01-1817 · Common Area Maintenance	225.45	8,876.30	-8,650.85	2.5%
01-1818 · Fountain Maintenance & Chemical	0.00	8,876.30	-8,876.30	0.0%
01-1820 · Contingency	0.00	546.43	-546.43	0.0%
01-1822 · Pest Control	0.00	1,442.40	-1,442.40	0.0%
01-1823 · Painting	0.00	1,109.54	-1,109.54	0.0%
01-1824 · Fence Repair / Maintenance	0.00	665.72	-665.72	0.0%
01-1825 · Lake Maintenance	5,823.96	32,176.58	-26,352.62	18.1%
01-1826 · Streetlights	614.68	9,985.84	-9,371.16	6.2%
01-1828 · Road Repair	0.00	0.00	0.00	0.0%
01-1829 · Sidewalk Cleaning	3,960.64	4,438.15	-477.51	89.2%
01-1830 · Sidewalk Repair	0.00	2,219.07	-2,219.07	0.0%
Total Expense	50,819.15	455,912.23	-405,093.08	11.1%
Net Income	-50,819.15	0.00	-50,819.15	100.0%

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Accrual Basis

Tradition CDD No. 3

Balance Sheet

As of October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1181	18.38
Total Checking/Savings	18.38
Other Current Assets	
01-1210 · Due from CDD1	130,473.82
Total Other Current Assets	130,473.82
Total Current Assets	130,492.20
TOTAL ASSETS	130,492.20
LIABILITIES & EQUITY	
Equity	
30000 · Opening Balance Equity	1,295.39
99-9999 · Retained Earnings	180,015.96
Net Income	-50,819.15
Total Equity	130,492.20
TOTAL LIABILITIES & EQUITY	130,492.20

Tradition CDD No. 4
Profit & Loss Budget vs. Actual
October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
Income				
01-3000 · Carry Forward	0.00	61,205.94	-61,205.94	0.0%
01-3100 · Assessments	0.00	242,512.25	-242,512.25	0.0%
01-9405 · Stormwater Fees	0.00	157,208.23	-157,208.23	0.0%
01-9410 · Interest Income (GF)	0.06	0.00	0.06	100.0%
Total Income	0.06	460,926.42	-460,926.36	0.0%
Expense				
01-1308 · Dissemination Agent	0.00	224.58	-224.58	0.0%
01-1310 · Engineering	0.00	5,530.21	-5,530.21	0.0%
01-1311 · Management Fees	848.61	10,183.32	-9,334.71	8.3%
01-1314 · Consulting Fee	0.00	0.00	0.00	0.0%
01-1315 · Legal Fees	-1,054.88	6,636.25	-7,691.13	-15.9%
01-1317 · Travel and Per Diem	0.00	442.42	-442.42	0.0%
01-1318 · Assessment/Tax Roll	0.00	1,106.04	-1,106.04	0.0%
01-1320 · Audit Fees	0.00	5,500.00	-5,500.00	0.0%
01-1321 · Field Management	3,541.95	42,503.49	-38,961.54	8.3%
01-1325 · Supervisor Fees	853.41	9,257.14	-8,403.73	9.2%
01-1326 · Payroll Taxes - Supervisors	65.28	0.00	65.28	100.0%
01-1327 · Payroll Fees - Supervisors	13.45	0.00	13.45	100.0%
01-1332 · Development Coordinator	539.19	13,138.12	-12,598.93	4.1%
01-1440 · Rents & Leases	235.21	2,554.95	-2,319.74	9.2%
01-1450 · Insurance	7,813.00	7,600.00	213.00	102.8%
01-1480 · Legal Advertisements	0.00	718.93	-718.93	0.0%
01-1511 · Bank Fees	0.00	74.10	-74.10	0.0%
01-1512 · Miscellaneous	19.91	110.60	-90.69	18.0%
01-1513 · Postage and Delivery	1.63	11.06	-9.43	14.7%
01-1514 · Office Supplies	2.48	276.51	-274.03	0.9%
01-1515 · Telephone	20.05	346.74	-326.69	5.8%
01-1516 · Copies	7.89	497.72	-489.83	1.6%
01-1517 · Meeting Room	0.00	364.99	-364.99	0.0%
01-1518 · Web Site	69.12	750.00	-680.88	9.2%
01-1520 · Security	793.81	9,432.49	-8,638.68	8.4%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	0.00	3,144.16	-3,144.16	0.0%
01-1606 · BEEP Operations	0.00	0.22	-0.22	0.0%
01-1743 · Continuing Disclosure Fee	0.00	336.87	-336.87	0.0%
01-1801 · Landscaping Maintenance	12,817.24	159,903.23	-147,085.99	8.0%
01-1802 · Tree/Plant Replacement & Trim	9,195.55	20,212.49	-11,016.94	45.5%
01-1805 · Stormwater Management (GF)	0.00	1,347.50	-1,347.50	0.0%
01-1807 · Irrigation Parts & Repair	44.63	5,614.58	-5,569.95	0.8%
01-1808 · Irrigation	2,785.88	33,687.48	-30,901.60	8.3%
01-1810 · Engineering / Inspections	0.00	22,458.32	-22,458.32	0.0%
01-1812 · Signage & Amenities Repair	644.55	2,245.83	-1,601.28	28.7%
01-1813 · Wetland Upland Maintenance	0.00	898.33	-898.33	0.0%
01-1814 · Electricity	1,011.14	13,474.99	-12,463.85	7.5%
01-1815 · Miscellaneous Maintenance	0.00	6,737.50	-6,737.50	0.0%
01-1816 · Building Maintenance	0.00	2,245.83	-2,245.83	0.0%
01-1817 · Common Area Maintenance	228.17	8,983.33	-8,755.16	2.5%
01-1818 · Fountain Maintenance & Chemical	0.00	8,983.33	-8,983.33	0.0%
01-1820 · Contingency	0.00	553.02	-553.02	0.0%
01-1822 · Pest Control	0.00	1,459.79	-1,459.79	0.0%
01-1823 · Painting	0.00	1,122.92	-1,122.92	0.0%
01-1824 · Fence Repair / Maintenance	0.00	673.75	-673.75	0.0%
01-1825 · Lake Maintenance	5,894.18	32,564.56	-26,670.38	18.1%
01-1826 · Streetlights	622.09	10,106.24	-9,484.15	6.2%
01-1828 · Road Repair	0.00	0.00	0.00	0.0%
01-1829 · Sidewalk Cleaning	4,008.40	4,491.66	-483.26	89.2%
01-1830 · Sidewalk Repair	0.00	2,245.83	-2,245.83	0.0%
Total Expense	51,196.94	460,926.42	-409,729.48	11.1%
Net Income	-51,196.88	0.00	-51,196.88	100.0%

Tradition CDD No. 4
Balance Sheet
As of October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1211	1,509.21
Total Checking/Savings	1,509.21
Other Current Assets	
01-1210 · Due from CDD1	128,676.99
Total Other Current Assets	128,676.99
Total Current Assets	130,186.20
TOTAL ASSETS	130,186.20
LIABILITIES & EQUITY	
Equity	
30000 · Opening Balance Equity	1,491.35
99-9999 · Retained Earnings	179,891.73
Net Income	-51,196.88
Total Equity	130,186.20
TOTAL LIABILITIES & EQUITY	130,186.20

Tradition CDD No. 5
Profit & Loss Budget vs. Actual
October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
Income				
01-3000 · Carry Forward	0.00	60,768.40	-60,768.40	0.0%
01-3100 · Assessments	0.00	240,445.09	-240,445.09	0.0%
01-9405 · Stormwater Fees	0.00	156,084.42	-156,084.42	0.0%
01-9410 · Interest Income (GF)	0.13	0.00	0.13	100.0%
Total Income	0.13	457,297.91	-457,297.78	0.0%
Expense				
01-1308 · Dissemination Agent	0.00	222.98	-222.98	0.0%
01-1310 · Engineering	0.00	5,490.67	-5,490.67	0.0%
01-1311 · Management Fees	842.54	10,110.52	-9,267.98	8.3%
01-1314 · Consulting Fee	0.00	0.00	0.00	0.0%
01-1315 · Legal Fees	-1,047.34	6,588.81	-7,636.15	-15.9%
01-1317 · Travel and Per Diem	0.00	439.25	-439.25	0.0%
01-1318 · Assessment/Tax Roll	0.00	1,098.13	-1,098.13	0.0%
01-1320 · Audit Fees	0.00	5,500.00	-5,500.00	0.0%
01-1321 · Field Management	3,516.63	42,199.65	-38,683.02	8.3%
01-1325 · Supervisor Fees	847.31	9,257.14	-8,409.83	9.2%
01-1326 · Payroll Taxes - Supervisors	64.81	0.00	64.81	100.0%
01-1327 · Payroll Fees - Supervisors	13.35	0.00	13.35	100.0%
01-1332 · Development Coordinator	535.34	13,044.20	-12,508.86	4.1%
01-1440 · Rents & Leases	233.53	2,536.69	-2,303.16	9.2%
01-1450 · Insurance	7,204.00	7,100.00	104.00	101.5%
01-1480 · Legal Advertisements	0.00	713.79	-713.79	0.0%
01-1511 · Bank Fees	0.00	73.58	-73.58	0.0%
01-1512 · Miscellaneous	19.77	109.81	-90.04	18.0%
01-1513 · Postage and Delivery	1.62	10.98	-9.36	14.8%
01-1514 · Office Supplies	2.47	274.53	-272.06	0.9%
01-1515 · Telephone	19.91	344.27	-324.36	5.8%
01-1516 · Copies	7.83	494.16	-486.33	1.6%
01-1517 · Meeting Room	0.00	362.38	-362.38	0.0%
01-1518 · Web Site	68.63	750.00	-681.37	9.2%
01-1520 · Security	788.13	9,365.07	-8,576.94	8.4%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	0.00	3,121.69	-3,121.69	0.0%
01-1606 · BEEP Operations	0.00	0.22	-0.22	0.0%
01-1743 · Continuing Disclosure Fee	0.00	334.47	-334.47	0.0%
01-1801 · Landscaping Maintenance	12,725.62	158,760.15	-146,034.53	8.0%
01-1802 · Tree/Plant Replacement & Trim	9,129.82	20,068.00	-10,938.18	45.5%
01-1805 · Stormwater Management (GF)	0.00	1,337.87	-1,337.87	0.0%
01-1807 · Irrigation Parts & Repair	44.31	5,574.44	-5,530.13	0.8%
01-1808 · Irrigation	2,765.96	33,446.66	-30,680.70	8.3%
01-1810 · Engineering / Inspections	0.00	22,297.77	-22,297.77	0.0%
01-1812 · Signage & Amenities Repair	639.94	2,229.78	-1,589.84	28.7%
01-1813 · Wetland Upland Maintenance	0.00	891.91	-891.91	0.0%
01-1814 · Electricity	1,003.91	13,378.66	-12,374.75	7.5%
01-1815 · Miscellaneous Maintenance	0.00	6,689.33	-6,689.33	0.0%
01-1816 · Building Maintenance	0.00	2,229.78	-2,229.78	0.0%
01-1817 · Common Area Maintenance	226.54	8,919.11	-8,692.57	2.5%
01-1818 · Fountain Maintenance & Chemical	0.00	8,919.11	-8,919.11	0.0%
01-1820 · Contingency	0.00	549.07	-549.07	0.0%
01-1822 · Pest Control	0.00	1,449.36	-1,449.36	0.0%
01-1823 · Painting	0.00	1,114.89	-1,114.89	0.0%
01-1824 · Fence Repair / Maintenance	0.00	668.93	-668.93	0.0%
01-1825 · Lake Maintenance	5,852.05	32,331.77	-26,479.72	18.1%
01-1826 · Streetlights	617.64	10,034.00	-9,416.36	6.2%
01-1828 · Road Repair	0.00	0.00	0.00	0.0%
01-1829 · Sidewalk Cleaning	3,979.75	4,459.55	-479.80	89.2%
01-1830 · Sidewalk Repair	0.00	2,229.78	-2,229.78	0.0%
Total Expense	50,279.07	457,297.91	-407,018.84	11.0%
Net Income	-50,278.94	0.00	-50,278.94	100.0%

Tradition CDD No. 5
Balance Sheet
As of October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1203	3,213.29
Total Checking/Savings	3,213.29
Other Current Assets	
01-1210 · Due from CDD1	125,425.94
Total Other Current Assets	125,425.94
Total Current Assets	128,639.23
TOTAL ASSETS	128,639.23
LIABILITIES & EQUITY	
Equity	
30000 · Opening Balance Equity	559.76
99-9999 · Retained Earnings	178,358.41
Net Income	-50,278.94
Total Equity	128,639.23
TOTAL LIABILITIES & EQUITY	128,639.23

Tradition CDD No. 6
Profit & Loss Budget vs. Actual
October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
Income				
01-3000 · Carry Forward	0.00	55,663.86	-55,663.86	0.0%
01-3100 · Assessments	0.00	222,161.42	-222,161.42	0.0%
01-9405 · Stormwater Fees	0.00	142,973.33	-142,973.33	0.0%
01-9410 · Interest Income (GF)	0.69	0.00	0.69	100.0%
Total Income	0.69	420,798.61	-420,797.92	0.0%
Expense				
01-1308 · Dissemination Agent	0.00	204.25	-204.25	0.0%
01-1310 · Engineering	0.00	5,029.46	-5,029.46	0.0%
01-1311 · Management Fees	1,262.14	9,261.24	-7,999.10	13.6%
01-1315 · Legal Fees	-959.36	6,035.35	-6,994.71	-15.9%
01-1317 · Travel and Per Diem	0.00	402.36	-402.36	0.0%
01-1318 · Assessment/Tax Roll	0.00	1,005.89	-1,005.89	0.0%
01-1320 · Audit Fees	0.00	5,500.00	-5,500.00	0.0%
01-1325 · Supervisor Fees	776.14	9,257.14	-8,481.00	8.4%
01-1326 · Payroll Taxes - Supervisors	59.37	0.00	59.37	100.0%
01-1327 · Payroll Fees - Supervisors	12.23	0.00	12.23	100.0%
01-1329 · Development Coordinator	0.00	11,948.49	-11,948.49	0.0%
01-1337 · Lake Maintenance	5,360.47	29,615.90	-24,255.43	18.1%
01-1440 · Rents & Leases	213.91	2,323.61	-2,109.70	9.2%
01-1450 · Insurance	7,199.00	7,100.00	99.00	101.4%
01-1480 · Legal Advertisements	0.00	653.83	-653.83	0.0%
01-1511 · Bank Fees	0.00	67.39	-67.39	0.0%
01-1512 · Miscellaneous	18.11	100.59	-82.48	18.0%
01-1513 · Postage and Delivery	1.48	10.06	-8.58	14.7%
01-1514 · Office Supplies	2.26	251.47	-249.21	0.9%
01-1515 · Telephone	18.23	315.35	-297.12	5.8%
01-1516 · Copies	7.17	452.65	-445.48	1.6%
01-1517 · Meeting Room	0.00	331.94	-331.94	0.0%
01-1518 · Web Site	62.86	750.00	-687.14	8.4%
01-1520 · Security	721.93	8,578.40	-7,856.47	8.4%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	0.00	2,859.47	-2,859.47	0.0%
01-1606 · BEEP Operations	0.00	0.20	-0.20	0.0%
01-1743 · Continuing Disclosure Fee	0.00	306.37	-306.37	0.0%
01-1801 · Landscaping Maintenance	11,656.67	145,424.30	-133,767.63	8.0%
01-1802 · Tree/Plant Replacement & Trim	8,362.91	18,382.29	-10,019.38	45.5%
01-1805 · Stormwater Management (GF)	0.00	1,225.49	-1,225.49	0.0%
01-1807 · Irrigation Parts & Repair	40.59	5,106.19	-5,065.60	0.8%
01-1808 · Irrigation	2,533.62	30,637.14	-28,103.52	8.3%
01-1809 · Field Management	3,221.24	38,654.88	-35,433.64	8.3%
01-1810 · Engineering / Inspections	0.00	20,424.76	-20,424.76	0.0%
01-1812 · Signage & Amenities Repair	586.19	2,042.48	-1,456.29	28.7%
01-1813 · Wetland Upland Maintenance	0.00	816.99	-816.99	0.0%
01-1814 · Electricity	919.59	12,254.86	-11,335.27	7.5%
01-1815 · Miscellaneous Maintenance	0.00	6,127.43	-6,127.43	0.0%
01-1816 · Building Maintenance	0.00	2,042.48	-2,042.48	0.0%
01-1817 · Common Area Maintenance	207.51	8,169.90	-7,962.39	2.5%
01-1818 · Fountain Maintenance & Chemical	0.00	8,169.90	-8,169.90	0.0%
01-1820 · Contingency	0.00	502.95	-502.95	0.0%
01-1822 · Pest Control	0.00	1,327.61	-1,327.61	0.0%
01-1823 · Painting	0.00	1,021.24	-1,021.24	0.0%
01-1824 · Fence Repair / Maintenance	0.00	612.74	-612.74	0.0%
01-1825 · Streetlights	565.76	9,191.14	-8,625.38	6.2%
01-1829 · Sidewalk Cleaning	3,645.45	4,084.95	-439.50	89.2%
01-1830 · Sidewalk Repair	0.00	2,042.48	-2,042.48	0.0%
Total Expense	46,670.47	420,798.61	-374,128.14	11.1%
Net Income	-46,669.78	0.00	-46,669.78	100.0%

Tradition CDD No. 6

Balance Sheet

As of October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1238	16,465.65
Total Checking/Savings	16,465.65
Other Current Assets	
01-1210 · Due from CDD1	
01-1211 · Due From CDD1 - Spikerush	9,742.24
01-1210 · Due from CDD1 - Other	108,277.89
Total 01-1210 · Due from CDD1	118,020.13
Total Other Current Assets	118,020.13
Total Current Assets	134,485.78
TOTAL ASSETS	134,485.78
LIABILITIES & EQUITY	
Equity	
30000 · Opening Balance Equity	970.27
99-9999 · Retained Earnings	180,185.29
Net Income	-46,669.78
Total Equity	134,485.78
TOTAL LIABILITIES & EQUITY	134,485.78

Tradition CDD No. 7
Profit & Loss Budget vs. Actual
October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
Income				
01-3000 · Carry Forward	0.00	10,643.74	-10,643.74	0.0%
01-3100 · Assessments	0.00	90,335.08	-90,335.08	0.0%
01-9405 · Stormwater Fees	0.00	27,338.58	-27,338.58	0.0%
01-9410 · Interest Income (GF)	0.20	0.00	0.20	100.0%
Total Income	0.20	128,317.40	-128,317.20	0.0%
Expense				
01-1308 · Dissemination Agent	0.00	39.06	-39.06	0.0%
01-1310 · Engineering	0.00	6,834.53	-6,834.53	0.0%
01-1311 · Management Fees	1,048.75	12,585.10	-11,536.35	8.3%
01-1315 · Legal Fees	-1,303.68	8,201.43	-9,505.11	-15.9%
01-1317 · Travel and Per Diem	0.00	546.76	-546.76	0.0%
01-1318 · Assessment/Tax Roll	0.00	1,366.91	-1,366.91	0.0%
01-1320 · Audit Fees	0.00	5,500.00	-5,500.00	0.0%
01-1321 · Field Management	615.94	7,391.38	-6,775.44	8.3%
01-1325 · Supervisor Fees	148.40	9,257.14	-9,108.74	1.6%
01-1326 · Payroll Taxes - Supervisors	11.35	0.00	11.35	100.0%
01-1327 · Payroll Fees - Supervisors	2.33	0.00	2.33	100.0%
01-1332 · Development Coordinator	666.36	2,284.72	-1,618.36	29.2%
01-1440 · Rents & Leases	290.69	3,157.55	-2,866.86	9.2%
01-1450 · Insurance	5,513.00	5,300.00	213.00	104.0%
01-1480 · Legal Advertisements	0.00	888.49	-888.49	0.0%
01-1511 · Bank Fees	0.00	91.58	-91.58	0.0%
01-1512 · Miscellaneous	24.60	136.69	-112.09	18.0%
01-1513 · Postage and Delivery	2.02	13.67	-11.65	14.8%
01-1514 · Office Supplies	3.07	341.73	-338.66	0.9%
01-1515 · Telephone	24.78	428.52	-403.74	5.8%
01-1516 · Copies	9.75	615.11	-605.36	1.6%
01-1517 · Meeting Room	0.00	451.08	-451.08	0.0%
01-1518 · Web Site	85.43	750.00	-664.57	11.4%
01-1520 · Security	138.04	1,640.31	-1,502.27	8.4%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	0.00	546.77	-546.77	0.0%
01-1606 · BEEP Operations	0.00	0.04	-0.04	0.0%
01-1743 · Continuing Disclosure Fee	0.00	58.58	-58.58	0.0%
01-1801 · Landscaping Maintenance	2,228.92	27,807.24	-25,578.32	8.0%
01-1802 · Tree/Plant Replacement & Trim	1,599.11	3,514.96	-1,915.85	45.5%
01-1805 · Stormwater Management (GF)	0.00	234.33	-234.33	0.0%
01-1807 · Irrigation Parts & Repair	7.76	976.38	-968.62	0.8%
01-1808 · Irrigation	484.46	5,858.27	-5,373.81	8.3%
01-1810 · Engineering / Inspections	0.00	3,905.51	-3,905.51	0.0%
01-1812 · Signage & Amenities Repair	112.08	390.55	-278.47	28.7%
01-1813 · Wetland Upland Maintenance	0.00	156.22	-156.22	0.0%
01-1814 · Electricity	175.83	2,343.31	-2,167.48	7.5%
01-1815 · Miscellaneous Maintenance	0.00	1,171.65	-1,171.65	0.0%
01-1816 · Building Maintenance	0.00	390.55	-390.55	0.0%
01-1817 · Common Area Maintenance	39.67	1,562.20	-1,522.53	2.5%
01-1818 · Fountain Maintenance & Chemical	0.00	1,562.20	-1,562.20	0.0%
01-1820 · Contingency	0.00	683.45	-683.45	0.0%
01-1822 · Pest Control	0.00	253.86	-253.86	0.0%
01-1823 · Painting	0.00	195.28	-195.28	0.0%
01-1824 · Fence Repair / Maintenance	0.00	117.17	-117.17	0.0%
01-1825 · Lake Maintenance	1,025.00	5,662.99	-4,637.99	18.1%
01-1826 · Streetlights	108.18	1,757.48	-1,649.30	6.2%
01-1829 · Sidewalk Cleaning	697.06	781.10	-84.04	89.2%
01-1830 · Sidewalk Repair	0.00	390.55	-390.55	0.0%
Total Expense	13,933.90	128,317.40	-114,383.50	10.9%
Net Income	-13,933.70	0.00	-13,933.70	100.0%

Tradition CDD No. 7

Balance Sheet

As of October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1246	4,809.82
Total Checking/Savings	4,809.82
Other Current Assets	
01-1210 · Due from CDD1	15,455.82
Total Other Current Assets	15,455.82
Total Current Assets	20,265.64
TOTAL ASSETS	20,265.64
LIABILITIES & EQUITY	
Equity	
99-9999 · Retained Earnings	34,199.34
Net Income	-13,933.70
Total Equity	20,265.64
TOTAL LIABILITIES & EQUITY	20,265.64

Tradition CDD No. 8
Profit & Loss Budget vs. Actual
October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
Income				
01-3000 · Carry Forward	0.00	11,373.52	-11,373.52	0.0%
01-3100 · Assessments	0.00	24,376.64	-24,376.64	0.0%
01-9410 · Interest Income (GF)	0.17	0.00	0.17	100.0%
Total Income	0.17	35,750.16	-35,749.99	0.0%
Expense				
01-1310 · Engineering	0.00	4,612.16	-4,612.16	0.0%
01-1311 · Management Fees	707.73	8,492.84	-7,785.11	8.3%
01-1315 · Legal Fees	-879.77	5,534.60	-6,414.37	-15.9%
01-1317 · Travel and Per Diem	0.00	368.97	-368.97	0.0%
01-1318 · Assessment/Tax Roll	0.00	922.43	-922.43	0.0%
01-1320 · Audit Fees	0.00	5,000.00	-5,000.00	0.0%
01-1332 · Development Coordinator	449.68	0.00	449.68	100.0%
01-1440 · Rents & Leases	196.17	2,130.82	-1,934.65	9.2%
01-1450 · Insurance	5,513.00	5,300.00	213.00	104.0%
01-1480 · Legal Advertisements	0.00	599.58	-599.58	0.0%
01-1511 · Bank Fees	0.00	61.80	-61.80	0.0%
01-1512 · Miscellaneous	16.60	92.24	-75.64	18.0%
01-1513 · Postage and Delivery	1.36	9.22	-7.86	14.8%
01-1514 · Office Supplies	2.07	230.61	-228.54	0.9%
01-1515 · Telephone	16.72	289.18	-272.46	5.8%
01-1516 · Copies	6.58	415.09	-408.51	1.6%
01-1517 · Meeting Room	0.00	304.40	-304.40	0.0%
01-1518 · Web Site	57.65	750.00	-692.35	7.7%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1820 · Contingency	0.00	461.22	-461.22	0.0%
Total Expense	6,262.79	35,750.16	-29,487.37	17.5%
Net Income	-6,262.62	0.00	-6,262.62	100.0%

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11/30/20

Accrual Basis

Tradition CDD No. 8

Balance Sheet

As of October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1254	4,113.05
Total Checking/Savings	4,113.05
Other Current Assets	
01-1210 · Due from CDD1	-13,669.90
Total Other Current Assets	-13,669.90
Total Current Assets	-9,556.85
TOTAL ASSETS	-9,556.85
LIABILITIES & EQUITY	
Equity	
99-9999 · Retained Earnings	-3,294.23
Net Income	-6,262.62
Total Equity	-9,556.85
TOTAL LIABILITIES & EQUITY	-9,556.85

Tradition CDD No. 9
Profit & Loss Budget vs. Actual
October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
Income				
01-3000 · Carry Forward	0.00	7,094.91	-7,094.91	0.0%
01-3100 · Assessments	0.00	19,429.11	-19,429.11	0.0%
01-9410 · Interest Income (GF)	0.16	0.00	0.16	100.0%
Total Income	0.16	26,524.02	-26,523.86	0.0%
Expense				
01-1310 · Engineering	0.00	2,877.11	-2,877.11	0.0%
01-1311 · Management Fees	441.49	5,297.91	-4,856.42	8.3%
01-1315 · Legal Fees	-548.80	3,452.53	-4,001.33	-15.9%
01-1317 · Travel and Per Diem	0.00	230.17	-230.17	0.0%
01-1318 · Assessment/Tax Roll	0.00	575.42	-575.42	0.0%
01-1320 · Audit Fees	0.00	5,000.00	-5,000.00	0.0%
01-1332 · Development Coordinator	280.51	0.00	280.51	100.0%
01-1440 · Rents & Leases	122.37	1,329.23	-1,206.86	9.2%
01-1450 · Insurance	5,513.00	5,300.00	213.00	104.0%
01-1480 · Legal Advertisements	0.00	374.02	-374.02	0.0%
01-1511 · Bank Fees	0.00	38.55	-38.55	0.0%
01-1512 · Miscellaneous	10.35	57.54	-47.19	18.0%
01-1513 · Postage and Delivery	0.85	5.75	-4.90	14.8%
01-1514 · Office Supplies	1.29	143.86	-142.57	0.9%
01-1515 · Telephone	10.43	180.39	-169.96	5.8%
01-1516 · Copies	4.10	258.94	-254.84	1.6%
01-1517 · Meeting Room	0.00	189.89	-189.89	0.0%
01-1518 · Web Site	35.96	750.00	-714.04	4.8%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1820 · Contingency	0.00	287.71	-287.71	0.0%
Total Expense	6,046.55	26,524.02	-20,477.47	22.8%
Net Income	-6,046.39	0.00	-6,046.39	100.0%

Tradition CDD No. 9

Balance Sheet

As of October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1262	3,882.01
Total Checking/Savings	3,882.01
Other Current Assets	
01-1210 · Due from CDD1	-8,348.62
Total Other Current Assets	-8,348.62
Total Current Assets	-4,466.61
TOTAL ASSETS	-4,466.61
LIABILITIES & EQUITY	
Equity	
99-9999 · Retained Earnings	1,579.78
Net Income	-6,046.39
Total Equity	-4,466.61
TOTAL LIABILITIES & EQUITY	-4,466.61

Tradition CDD No. 10
Profit & Loss Budget vs. Actual
October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
Income				
01-3000 · Fund Carry Forward	0.00	29,625.32	-29,625.32	0.0%
01-3100 · Assessments	0.00	45,981.96	-45,981.96	0.0%
01-9410 · Interest Income (GF)	0.23	0.00	0.23	100.0%
Total Income	0.23	75,607.28	-75,607.05	0.0%
Expense				
01-1310 · Engineering	0.00	12,013.59	-12,013.59	0.0%
01-1311 · Management Fees	1,843.48	22,121.83	-20,278.35	8.3%
01-1315 · Legal Fees	-2,291.59	14,416.31	-16,707.90	-15.9%
01-1317 · Travel and Per Diem	0.00	961.09	-961.09	0.0%
01-1318 · Assessment/Tax Roll	0.00	2,402.72	-2,402.72	0.0%
01-1320 · Audit Fees	0.00	5,500.00	-5,500.00	0.0%
01-1332 · Development Coordinator	1,171.32	0.00	1,171.32	100.0%
01-1440 · Rents & Leases	510.97	5,550.28	-5,039.31	9.2%
01-1450 · Insurance	5,513.00	5,300.00	213.00	104.0%
01-1480 · Legal Advertisements	0.00	1,561.77	-1,561.77	0.0%
01-1511 · Bank Fees	0.00	160.98	-160.98	0.0%
01-1512 · Miscellaneous	43.25	240.27	-197.02	18.0%
01-1513 · Postage and Delivery	3.55	24.03	-20.48	14.8%
01-1514 · Office Supplies	5.40	600.68	-595.28	0.9%
01-1515 · Telephone	43.56	753.25	-709.69	5.8%
01-1516 · Copies	17.14	1,081.22	-1,064.08	1.6%
01-1517 · Meeting Room	0.00	792.90	-792.90	0.0%
01-1518 · Web Site	150.16	750.00	-599.84	20.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1820 · Contingency	0.00	1,201.36	-1,201.36	0.0%
Total Expense	7,185.24	75,607.28	-68,422.04	9.5%
Net Income	-7,185.01	0.00	-7,185.01	100.0%

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Accrual Basis

Tradition CDD No. 10

Balance Sheet

As of October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1165	5,446.74
Total Checking/Savings	5,446.74
Other Current Assets	
01-1210 · Due from CDD1	-17,135.17
Total Other Current Assets	-17,135.17
Total Current Assets	-11,688.43
TOTAL ASSETS	-11,688.43
LIABILITIES & EQUITY	
Equity	
99-9999 · Retained Earnings	-4,503.42
Net Income	-7,185.01
Total Equity	-11,688.43
TOTAL LIABILITIES & EQUITY	-11,688.43

Tradition Irrigation

Profit & Loss Budget vs. Actual

October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
01-3300 · Irrigation Revenue	136,830.10	1,528,056.40	-1,391,226.30	8.96%
01-3302 · Capacity Revenue	-3,825.00	0.00	-3,825.00	100.0%
01-3820 · Debt Assess-Paid To Trustee	-30,743.75	-367,525.00	336,781.25	8.37%
01-9407 · Engineering Revenue Fees	0.00	16,837.40	-16,837.40	0.0%
01-9410 · Interest Income (GF)	21.17	0.00	21.17	100.0%
Total Income	102,282.52	1,177,368.80	-1,075,086.28	8.69%
Expense				
01-1310 · Engineering	14,200.45	40,000.00	-25,799.55	35.5%
01-1311 · Management Fees	24,331.00	291,972.38	-267,641.38	8.33%
01-1314 · Professional Fees - Other	0.00	5,000.04	-5,000.04	0.0%
01-1316 · Field Supplies (Other)	0.00	2,000.00	-2,000.00	0.0%
01-1317 · Travel and Per Diem	0.00	400.00	-400.00	0.0%
01-1318 · Vehicle, Gas & Repair	0.00	1,000.00	-1,000.00	0.0%
01-1319 · Water	16.48	170.00	-153.52	9.69%
01-1321 · HVAC	0.00	4,500.00	-4,500.00	0.0%
01-1322 · Other Utilities	0.00	1,550.00	-1,550.00	0.0%
01-1324 · Development Coordinator	4,875.00	58,500.00	-53,625.00	8.33%
01-1325 · Equipment Repair & Maintenance	0.00	0.00	0.00	0.0%
01-1332 · Bad Debt	0.00	65,000.00	-65,000.00	0.0%
01-1335 · City Franchise Fee	23,509.82	91,683.38	-68,173.56	25.64%
01-1450 · Insurance	0.00	20,610.00	-20,610.00	0.0%
01-1511 · Bank Fees	0.00	1,250.00	-1,250.00	0.0%
01-1512 · Miscellaneous	72.29	0.00	72.29	100.0%
01-1513 · Postage and Delivery	117.63	253.00	-135.37	46.49%
01-1514 · Office Supplies	12.45	250.00	-237.55	4.98%
01-1515 · Telephone	121.73	1,930.00	-1,808.27	6.31%
01-1540 · Dues, License & Subscriptions	0.00	2,300.00	-2,300.00	0.0%
01-1550 · Trustee Fees (GF)	0.00	5,000.00	-5,000.00	0.0%
01-1801 · Landscaping Maintenance	0.00	11,000.00	-11,000.00	0.0%
01-1807 · Irrigation Parts & Repair	5,519.75	153,000.00	-147,480.25	3.61%
01-1808 · Irrigation Maintenance	196.36	0.00	196.36	100.0%
01-1814 · Electricity	7,617.85	105,000.00	-97,382.15	7.26%
01-1825 · Renewal and Replacement	0.00	200,000.00	-200,000.00	0.0%
01-1826 · Other System Improvements	0.00	75,000.00	-75,000.00	0.0%
01-1827 · Operating Reserves/Misc	0.00	40,000.00	-40,000.00	0.0%
Total Expense	80,590.81	1,177,368.80	-1,096,777.99	6.85%
Net Ordinary Income	21,691.71	0.00	21,691.71	100.0%
Net Income	21,691.71	0.00	21,691.71	100.0%

Tradition Irrigation Balance Sheet As of October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
01-1001 · Valley National #4703	
01-1002 · Valley Natl #4307 - Capacity	58,872.57
01-1001 · Valley National #4703 - Other	515,721.30
Total 01-1001 · Valley National #4703	574,593.87
Total Checking/Savings	574,593.87
Accounts Receivable	
01-1200 · Accounts Receivable	109,072.28
Total Accounts Receivable	109,072.28
Other Current Assets	
01-1201 · Accounts Receivable Prior Mgr B	-1,519.02
01-2023 · Due From Other Funds	17,900.21
01-2031 · Construction WIP - Del Webb Exp	11,616.25
Total Other Current Assets	27,997.44
Total Current Assets	711,663.59
Fixed Assets	
01-2030 · Equipment and Furniture	23,957.00
Total Fixed Assets	23,957.00
Other Assets	
01-2025 · Deposits	95.00
01-2035 · Accum Depr - Equipment	-9,910.18
01-2045 · Pulte Del Webb Expansion	-29,920.90
Total Other Assets	-39,736.08
TOTAL ASSETS	695,884.51
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
01-2020 · Accounts Payable	95,147.30
Total Accounts Payable	95,147.30
Other Current Liabilities	
01-2021 · Accounts Payable (Prior Mgr)	26.02
01-2024 · Due to Other Funds	20,032.00
01-2026 · Deposits - Security Deposit	1,390.22
01-2027 · Deferred Revenue	10,000.00
Total Other Current Liabilities	31,448.24
Total Current Liabilities	126,595.54
Long Term Liabilities	
01-2022 · Revenue Bonds Payable - Long T	170,096.00
Total Long Term Liabilities	170,096.00
Total Liabilities	296,691.54
Equity	
30000 · Net Assets - 270	-87,351.52
99-9999 · Retained Earnings	464,852.78
Net Income	21,691.71
Total Equity	399,192.97

Tradition Irrigation
Balance Sheet
As of October 31, 2020

	Oct 31, 20
TOTAL LIABILITIES & EQUITY	<u>695,884.51</u>

**Tradition Irrigation
A/R Aging Summary
As of October 31, 2020**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
706800 Wells Fargo	0.00	32.30	0.00	0.00	0.00	32.30
Bedford Park	0.00	6,130.72	0.00	0.00	0.00	6,130.72
Brennity at Tradition	0.00	3,014.55	0.00	0.00	0.00	3,014.55
Chesterbrook Academy	0.00	132.72	132.72	0.00	0.00	265.44
Christ Family Church	0.00	146.81	146.81	146.81	293.62	734.05
Cleveland Clinic Florida	0.00	438.48	0.00	0.00	0.00	438.48
Covelli Florida Properties, Inc.	0.00	95.92	95.92	0.00	0.00	191.84
Del Webb at Tradition Homeowners Assoc	0.00	1,870.87	0.00	0.00	0.00	1,870.87
Estates at Tradition	0.00	5,436.80	0.00	0.00	0.00	5,436.80
Fast Developments, LLC	0.00	0.00	0.00	0.00	342.21	342.21
Grande Palms at Tradition I & II	0.00	869.13	0.00	869.13	869.13	2,607.39
Grande Palms at Tradition III	0.00	1,687.37	0.00	1,687.37	1,687.37	5,062.11
Heartland Dental	0.00	31.32	0.00	0.00	31.32	62.64
Heritage Oaks	0.00	0.00	0.00	0.00	3,068.50	3,068.50
Heron Preserves	0.00	608.13	0.00	0.00	0.00	608.13
Hilton - Homewood Suites, PSL	0.00	342.56	0.00	342.56	0.00	685.12
Kite Realty Group	0.00	2,781.22	2,781.22	0.00	0.00	5,562.44
Manderlie at Tradition	0.00	99.83	0.00	0.00	0.00	99.83
Martin Health System	0.00	910.24	0.00	0.00	0.00	910.24
RDP II LLC	0.00	0.00	0.00	0.00	88.09	88.09
Recovery Sports Grill	0.00	74.39	74.39	0.00	0.00	148.78
Renaissance CS at Tradition	0.00	759.51	0.00	0.00	0.00	759.51
SG Mini Golf	0.00	156.60	0.00	0.00	0.00	156.60
The Preserves Phase I & II	0.00	248.60	0.00	0.00	0.00	248.60
Town Park Master Assoc., Inc.	0.00	23,093.30	0.00	0.00	0.00	23,093.30
Trad Health, LLC	0.00	64.01	0.00	0.00	0.00	64.01
Tradition CDD #1	0.00	12,404.68	0.00	0.00	0.00	12,404.68
Treasure Coast Physicians Properties, LLC	0.00	0.00	0.00	0.00	-19.38	-19.38
Victoria Parc	0.00	0.00	0.00	0.00	297.64	297.64
Victoria Parc 2	0.00	0.00	0.00	0.00	184.10	184.10
Vitalia at Tradition	0.00	33,974.75	0.00	0.00	0.00	33,974.75
Wawa, Inc.	0.00	94.74	0.00	0.00	0.00	94.74
Westcliffe Estates HOA	0.00	113.30	113.30	113.30	113.30	453.20
TOTAL	0.00	95,612.85	3,344.36	3,159.17	6,955.90	109,072.28

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12/01/20

Accrual Basis

Z Tradition Irrigation Fund
Long Term Debt Balance Sheet
As of October 31, 2020

	<u>Oct 31, 20</u>
ASSETS	
Other Assets	
05-5150 · Amount Available In DSF	469,380.20
05-5155 · Amount To Be Provided	5,415,619.80
Total Other Assets	<u>5,885,000.00</u>
TOTAL ASSETS	<u>5,885,000.00</u>
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
05-5215 · Special Assessment Debt (2017)	5,885,000.00
Total Long Term Liabilities	<u>5,885,000.00</u>
Total Liabilities	<u>5,885,000.00</u>
TOTAL LIABILITIES & EQUITY	<u>5,885,000.00</u>