



**TRADITION
COMMUNITY DEVELOPMENT
DISTRICT NOS. 1 - 11
PORT ST. LUCIE**

REGULAR BOARD MEETING

**JUNE 4, 2025
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
www.traditioncdd6.org
www.traditioncdd7.org
www.traditioncdd8.org
www.traditioncdd9.org
www.traditioncdd10.org
www.traditioncdd11.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimil

AGENDA
TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-11

Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, FL 34987

OR

Join Zoom Meeting:

<https://us02web.zoom.us/j/3341025012?omn=86225592684>

Meeting ID: 334 102 5012

Dial-In: 1 929 436 2866

REGULAR BOARD MEETING

June 4, 2025

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 April 2, 2025, Regular Board Meeting Minutes.....Page 3
 - 2. Approve and Ratify Amendment #1 to Statement of Work #TR20241031.....Page 7
 - 3. Approve and Ratify Services Contract with Premier Site Work; Bridge Repairs.....Page 9
 - 4. Approval of WA #19-143-190; Lotis at Tradition – SWM.....Page 16
 - 5. Approval of WA #19-143-191; Westcliffe Lane Extension – SWM.....Page 19
 - 6. Approval of WA #19-143-192; Sundance Vista Parkway – Phase 1 -SWM.....Page 22
- G. Old Business
 - 1. Irrigation Franchise Agreement
- H. New Business
 - 1. Report from the Lake Banks Committee
 - 2. Consider Resolution No. 2025-11; Adopting Proposed Budget FY: 25/26 and Setting a Public Hearing (Under Separate Cover).....Page 25
 - 3. Consider Resolution No. 2025-13; Authorizing Certain Actions in Connection with the Implementation of the District’s Capital Improvement Plan – District Nos. 1-11.....Page 32
 - 4. Consider Approving Tradition Trail Easement and Berm Agreement with the Lakes at Tradition HOA.....Page 55
- I. Administrative Matters
 - 1. Manager’s Report
 - 2. Attorney’s Report
 - 3. Engineer’s Report
 - 4. Financial Report (Under Separate Cover).....Page 75

5. Founder's Report

J. Board Member Discussion Requests and Comments

K. Adjourn

**TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-11
FISCAL YEAR 2024/2025 MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Tradition Community Development District Nos. 1-11 (“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 2, 2024

November 6, 2024

December 4, 2024

January 8, 2025

February 5, 2025

March 5, 2025

April 2, 2025

May 7, 2025

June 4, 2025

July 2, 2025

August 6, 2025

September 3, 2025

***Irrigation Rate Committee Meeting - 9:00 a.m.**

Southern Grove CDD Meeting - 10:30 a.m.

Tradition CDD Meeting - 11:00 a.m.

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 Districts’ websites or at the offices of the District Manager, Special District Services, Inc., 10807 SW Tradition Square, Port St. Lucie, Florida.

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. 1-11

www.traditioncdd1.org

PUBLISH: ST. LUCIE NEWS TRIBUNE 09/24/24

TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-11

**Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987**

OR

<https://us02web.zoom.us/j/3341025012?omn=88544459142>

Meeting ID: 334 102 5012

Dial-In: 1 929 436 2866

REGULAR BOARD MEETING

April 2, 2025

11:00 a.m.

A. CALL TO ORDER

The Regular Board Meeting of the Tradition Community Development District No.'s 1-11 April 2, 2025, was called to order at 11:00 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 March 26th, 2025, 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&11		
Chairman	Eric Sexauer	Present
Vice Chairman	William Pittsley	Present
Supervisor	Tara Toto	Present
Supervisor	Karl Albertson	Present (via Zoom)
Supervisor	Jonas Read	Present

CDD # 3		
Supervisor	Joe Piatcheck	Present (via Zoom)
Chairman	Isaiah Steinberg	Present
Supervisor	Stan Briggs	Present
Vice Chair	Rosario "Roy" Perconte	Present
Supervisor	Suzanne Killeen	Present

CDD # 4		
Chairman	Gail Cost	Present
Vice Chairman	Rich Giglia	Present
Supervisor	Rob Siedlecki	Absent
Supervisor	Lauren Leandre	Present
Supervisor	Drew Wesley	Present

CDD # 5		
Supervisor	Cathy Powers	Present
Chairperson	Chris King	Present
Supervisor	Dave Lasher	Present
Supervisor	Rick Dixon	Present (via Zoom)
Vice Chairman	Joe Pinto	Present

CDD # 6		
Chairman	Jerry Krbec	Present
Vice Chairman	Keith Bulkin	Present
Supervisor	George Russell	Absent
Supervisor	John Slicher	Present
Supervisor	Peter Webb	Present

Staff members in attendance were:

District Manager	Frank Sakuma	Special District Services, Inc.
District Manager	Stephanie Brown	Special District Services, Inc.
Assistant District Manager	Jessica Wargo	Special District Services, Inc.
District Manager	Andrew Karmeris	Special District Services, Inc.
District Counsel	Ruth Holmes	Torcivia, Donlon, Goddeau & Rubin, P.A.
District Engineer	Gabriel Gomez	Culpepper and Terpening

Also present: Dan Harrell & Mary Milmore

(See attached sign-in sheet)

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC NOT ON THE AGENDA

There were no comments from the public.

F. CONSENT ITEMS

1. Approval of March 5, 2025, Regular Board Meeting Minutes

Staff pulled the March 5, 2025 Regular Board Meeting minutes from the Consent Items for discussion.

A **motion** was made by CDD No. 1 Mr. Sexauer, seconded by Mr. Read approving the March 5, 2025, Regular Board Meeting minutes amended to reflect the addition of Supervisor Peter Webb's name for purposes of quorum. The **motion** passed unanimously.

G. OLD BUSINESS

1. Franchise Agreement

There was nothing to report at this time.

H. NEW BUSINESS

1. Summary of Matters Related to Bond Resolution No. 2025-09

Mr. Sakuma reviewed the Summary of Matters related to Bond Resolution No. 2025-09.

2. Resolution No. 2025-09 to be Adopted by Tradition CDD Nos. 7,8,9,10 and 11; Approving the Form of a Third Supplemental Assessment Methodology Report in Connection with the Tradition CDD No. 9 Special Assessment Bonds, Series 2025 (Community Infrastructure)

Resolution No. 2025-09 was presented entitled:

A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 7, TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 8, TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 9, TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 10 AND TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 11 APPROVING THE FORM OF A THIRD SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT IN CONNECTION WITH THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 9 SPECIAL ASSESSMENT BONDS, SERIES 2025 (COMMUNITY INFRASTRUCTURE); CONFIRMING THE DESIGNATION OF THE 2025 ASSESSMENT AREA DESCRIBED IN SUCH REPORT; CONFIRMING THE LEVY OF A PORTION OF THE COMMUNITY INFRASTRUCTURE ASSESSMENTS IN THE 2025 ASSESSMENT AREA; INDICATING THE INTENT TO LEVY AND COLLECT SUCH COMMUNITY INFRASTRUCTURE ASSESSMENTS IN CONNECTION WITH THE 2025 BONDS; PROVIDING WHEN THE MATTERS ADDRESSED HEREIN BECOME EFFECTIVE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

A **motion** was made by Mr. Sexauer, seconded by Mr. Read adopting Resolution No. 2025-0,9 as presented. The **motion** passed unanimously.

I. ADMINISTRATIVE MATTERS

1. Manager's Report

Mr. Sakuma provided a signage update and reminded the Board Members to file Form 1 no later than July 1, 2025.

2. Attorney's Report

There was no Attorney's Report at this time.

3. Engineer's Report

There was no Engineer's Report at this time.

4. Financial Report

Mr. Sakuma advised that the financial report was provided in the Board package, and Mr. Karmeris was present to answer any questions. Mr. Karmeris indicated that the Irrigation A/R Summary was on Page 34 of the Board package and expressed that Ms. Wargo had done an excellent job of getting the accounts current.

5. Founder's Report

Mr. Sexauer stated that the Heart Sculpture was still in progress, and they would be working on dates for the grand opening. He also stated that the Stars and Stripes Park landscaping was almost completed and the Regional Park was still in progress. Mr. Sexauer also advised that the line-of-sight landscaping issue would begin to be addressed.

J. BOARD MEMBER COMMENTS

Ms. Leandre inquired who was responsible for events/rentals of Tradition Townhall. Mr. Sexauer responded that the Tradition Townhall was owned by the Master Association and anyone could make a request to utilize it, but there was a process.

Dr. Powers asked if a date had been set for the Outreach Meeting. Mr. Sexauer responded that the Outreach Meeting would be held on May 21, 2025, from 11 a.m. until 2 p.m.

Ms. King asked what obligations the alligator trapper had to the CDD. Mr. Sakuma responded that the alligator trapper was not contracted by the CDD. Mr. Sakuma also explained that the trapper did not patrol areas but relied on phone calls from residents to alert when there was an issue.

K. ADJOURNMENT

There being no further business to come before the Board, Mr. Sexauer made a **motion**, seconded by Mr. Read adjourning the meeting at 11:19 a.m. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chair

Print Name

Print Name

To: Board of Supervisors

From: Jesse Wargo, Assistant District Manager

Date: April 19, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Approve and Ratify Amendment #1 to Statement of Work #TR-20241031.

STAFF RECOMMENDATION

Staff recommends approval and ratification of Work #TR-202441031; Section 5 is hereby deleted in its entirety and replaced as follows:

In consideration of the Services, Customer shall pay Beep the amount \$57,416 per month, plus any applicable taxes. The fee shall be paid in accordance with the Agreement.

GENERAL INFORMATION

Extension of service in Western Grove.

DISTRICT LEGAL COUNSEL REVIEW

Not applicable.

FUNDING REVIEW

Impact on Common Area Maintenance

AMENDMENT #1 TO STATEMENT OF WORK #TR-20241031

This Amendment #1 to Statement of Work #TR-20241031 (the “**Amendment**”) is made and entered into effective as of December 18, 2024, by and between Tradition Community Development District No 1 (“**Customer**”) and Beep, Inc. (“**Beep**”).

WHEREAS, Beep and Customer have previously entered into Statement of Work #TR-20241031, dated November 18, 2024, (the “**SOW**”) wherein Customer retained Beep to operate the Vehicles and provide Services, as defined therein, and the parties desire to amend the SOW as set out in this Amendment.

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

1. FEES

Section 5 is hereby deleted in its entirety and replaced as follows:

In consideration of the Services, Customer shall pay Beep the amount of \$57,416 per month, plus any applicable taxes. The fees shall be paid in accordance with the Agreement.

2. ADDITIONAL SERVICES

Beep shall, upon the written request of Customer, provide additional hours of Services for events outside of the agreed operating hours of Services as set out in the SOW at the hourly rate of \$56.00. Unless otherwise agreed to by the parties, Customer shall provide Beep at least two (2) weeks’ notice prior to the requested Service.

3. GENERAL

The Agreement is amended as set out in this Amendment. In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall govern.

Agreed to and Accepted:

BEEP, INC.

By: _____

Name: _____

Title: _____

Date: _____

Wayne Arden

Wayne Arden

General Counsel

April 8, 2025

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

[Signature]

ERIC SEXAUER

Chair

To: Board of Supervisors
From: Jesse Wargo, Assistant District Manager
Date: April 19, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Approve and Ratify Services Contract with Premier Site Work.

STAFF RECOMMENDATION

Staff recommends Approving and Ratifying necessary bridge and sidewalk repairs in the Tradition CDD Nos.1-11.

GENERAL INFORMATION

Premier Site Work, LLC. services contract will be for a period of 6 months.

Scope of work:

- Power wash East and West railings, scrape/sand all loose paint, apply metal primer and paint railings with DTM paint
- Fill post pockets with epoxy
- Remove/replace damaged concrete
- Provide/Install rip rap adjacent to wing wall
- Core and group undermined sidewalk

DISTRICT LEGAL COUNSEL REVIEW

Approved by District Attorney, Ruth Holmes.

FUNDING REVIEW

Impact on Common Area Maintenance - \$21,847.50

Services Contract

This Contract entered into this 29th day of April, 2025, is between Premier Site Work LLC (“Independent Contractor”), and Tradition Community Development District No. 1 (“District”).

I. Duties of Independent Contractor: The Independent Contractor shall furnish the equipment and perform the labor necessary for bridge and sidewalk repairs, as more fully described in attached Exhibit A, in the Tradition Community Development District Nos. 1-11 in Port St. Lucie.

II. Term; Entire Agreement: This Contract will be for a period of 6 months, commencing on the date entered into and ending on September 30, 2025, unless terminated in writing by either party in accordance with the termination provisions of Section V hereof. This Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written agreements between the parties. Changes, including changes in price and cost, are ineffective unless properly authorized, signed, and delivered in writing by both parties as an addendum to this Contract.

III. Compensation: District agrees to pay Independent Contractor as compensation for the performance of the duties of the Independent Contractor under this Contract. The compensation shall be in accordance with the terms described in Exhibit A. Invoices for services will be payable within the time limits and other requirements set forth in the Florida Local Government Prompt Payment Act, Part VII of chapter 218, Florida Statutes.

IV. Basic Understanding of the Parties: The parties acknowledge and agree that the District is a local government with a specialized single purpose of providing infrastructure. All of the work of the District is subject to public records, government-in-the-sunshine and related requirements. The parties understand that because the District is a local government certain requirements and limitations apply that would not apply to a private entity. The services provided by the Independent Contractor under this Contract are rendered to the District as an independent contractor and nothing in this Contract shall create an employer/employee, partnership, joint venture, or principal/agent relationship between the parties. Independent Contractor shall not be deemed to be an agent of the District within the meaning or scope of Florida Statute §768.28(9) and shall not be deemed exempt from responsibility or liability for claims or damages resulting from the Independent Contractor’s actions or failure to act under the terms and provisions of this Contract.

V. Termination: This Contract may be terminated with or without cause at any time by either party upon thirty (30) days prior written notice, delivered by first class U.S. mail or electronic mail transmission to the address of the other party as set forth in the signature blocks below, in which event all unaccrued rights, duties and obligations of the parties hereto shall terminate forthwith.

VI. Other Related Provisions and Requirements:

- (a) Work Standard. Work shall be performed professionally in accordance with generally accepted standards of the trade or business.
- (b) Insurance. Independent Contractor shall provide certificate(s) of the following contractually required insurance coverages and policies to be maintained in full force and effect by the Independent Contractor in the coverage amounts set forth above, throughout the term of this Contract, and including any extensions thereof. All such policies and certificates shall also contain a waiver of subrogation in favor of the District and the District Manager and shall also name the District and the District Manager, including affiliates, officers, employees, agents and volunteers, as additional insureds under such insurance policies on a **primary and non-contributory coverage** basis, under the following required coverages: (1) commercial general liability insurance with minimum coverage limits applicable to bodily injury (and property damage) in the coverage limit of at least \$1,000,000 per person and \$2,000,000 per occurrence together with an excess umbrella liability policy in the coverage limits of at least \$5,000,000, excess over required underlying coverages. Such insurance policies shall also provide an endorsement deleting any policy coverage exclusion relating to the “insured’s work” or similar exclusion purporting to exclude bodily injury or property damage arising out of the work or services to be performed by Independent Contractor hereunder; (2) auto liability insurance coverage (minimum coverage amount of \$1,000,000 Any Auto; Symbol 1), together with an excess umbrella liability policy in the coverage limit of at least \$5,000,000, excess over required underlying coverage; (3) workers compensation and employers’ liability insurance coverage for all employees and subcontractors of the Independent Contractor as follows: (i) coverage A workers compensation statutory benefits; (ii) Employers’ Liability (Coverage B) - \$500,000 coverage limit for each accident.
- (c) Reimbursement for Negligent Property Damage. In addition to the insurance requirements of this Agreement, Independent Contractor shall reimburse the District for damages by Independent Contractor to any and all personal and/or real property due to negligence of the Independent Contractor.
- (d) Time of the Essence. The Independent Contractor recognizes that time is of the essence due to the specialized single purpose of the District.
- (e) Disputes; Interpretation; Opportunity to Consult Counsel; Venue. Any controversies arising under this Contract that cannot be resolved by the parties shall be subject either to mediation and if mediation fails then legal action may be instituted and any prevailing party shall be entitled to be reimbursed for all court costs and reasonable attorneys’ fees incident to such legal action. All interpretations of this Contract shall be governed by the laws of the State of Florida. Each party has had ample opportunity to seek the advice of legal counsel prior to entering this Contract, which shall not be construed against the party responsible for drafting the instrument. In the event it is necessary for

either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

- (f) Alternate Services if Breach. If the Independent Contractor ceases work or otherwise breaches this Contract the District has the authority without penalty direct or indirect to contract for the relevant services to be performed by other independent contractors given the nature and specialized single purpose of the District that infrastructure be constructed, acquired and maintained timely at sustained levels of quality over the long term.
- (g) Indemnification. In addition to the insurance requirements of subsection (b) above, Independent Contractor also agrees forever to indemnify, defend and hold harmless the District, Special District Services, Inc., and their respective officers, employees, and agents of and from all losses, liabilities, damages, claims, actions, legal proceedings, settlements, judgments, recoveries, costs, and expenses because of or resulting from loss of, or damage to, property, or injury to or deaths of persons in any way arising out of or in connection with the performance of this Contract and attributable to the negligence or other wrongful conduct of the Independent Contractor or its employees, agents, or subcontractors, including but not limited to any loss or action resulting from the failure of the Independent Contractor to comply with the its obligations under this Contract. The Independent Contractor shall also cause the above indemnification obligations to be confirmed, by insurance policy endorsement, as liabilities and obligations of the Independent Contractor which are covered as insured obligations under the insurance coverage requirements set forth in subsection (b) above.
- (h) Severability. The terms of this Contract shall be severable such that, if any term is determined to be illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Contract, unless the severing of such item would defeat the purpose of this Contract.
- (i) Waiver. No delay or failure on the part of any party in exercising any right, power, or privilege under this Contract shall impair any such right, power, or privilege or be construed as a waiver or acquiescence; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid against any party unless made in writing and signed by the party against whom enforcement of the waiver is sought and then only to the extent expressly specified in such writing.
- (j) Sovereign Immunity. Notwithstanding any other term, condition or provision of this Contract to the contrary, the District, and also including the District Manager, and its employees, who are agreed to be acting as statutory agents of

the District, pursuant to Florida Statute §768.28(9) and who intends to avail themselves, whether individually or collectively, of the benefits of Section 768.28, Florida Statutes, and of other statutes and common law governing sovereign immunity. In no event will the District's liability exceed the monetary limits set forth in Section 768.28, Florida Statutes. Nothing in this Contract (1) is intended to inure to the benefit of any third party, other than, and with the specific exception of the District Manager, and its employees, all of whom are confirmed to be statutory agents of the District and who are specifically and affirmatively intended as beneficiaries of this Agreement and of the sovereign immunity provisions of Florida Statute Section 768.28(9), for the purpose of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law or (2) shall be construed as consent by an agency or political subdivision of the State of Florida, or by its District Manager, to be sued by third parties in any manner arising out of any contract, and including any claim or cause of action for damages to the extent that such matters are included within the sovereign immunity provisions of §768.28, Florida Statutes and, specifically including, but not limited to §768.28(9), Florida Statutes.

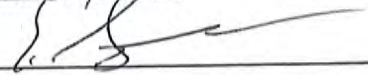
- (k) Execution; Successors and Assigns. This Contract may be executed in counterparts (including by facsimile or other electronic imaging), any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument. This Contract shall be binding upon and inure to the benefit of the parties and their respective officers, directors, agents, employees, administrators, trustees, executors, receivers, successors, assignees and legal representatives, whether or not a signatory to this Contract.
- (l) Verification of Employment Status. The Independent Contractor shall bear full responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons the Independent Contractor employs in the performance of this Contract. In furtherance of this requirement, the Independent Contractor shall (1) register with and use the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Independent Contractor during the term of this Contract, and (2) if the Independent Contractor enters into an agreement with a subcontractor during the term of this Contract, (i) obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien," as that term is defined in Section 448.095(1)(k), Florida Statutes, and (ii) maintain a copy of such affidavit for the duration of this Contract.
- (m) Public Records. The Independent Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Florida's Public Records Law, Chapter 119, Florida Statutes, and made or received by the Independent Contractor in conjunction with this Contract. The

Independent Contractor acknowledges that the designated public records custodian for the District is Special District Services, Inc.

PUBLIC RECORDS NOTICE: IF THE INDEPENDENT CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT, SPECIAL DISTRICT SERVICES, INC., AT 772-345-5119, 10807 SW TRADITION SQUARE, PORT ST. LUCIE, FLORIDA 34987.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

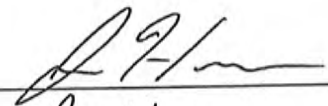
**Tradition Community
Development District No. 1**
c/o Special District Services, Inc.
10807 SW Tradition Square
Port St. Lucie, FL 34987
Phone: (772) 453-0975
bsakuma@sdsinc.org

By: 

Title: Chair

Date: 4/24/25

Premier Site Work LLC
1193 SE Port Saint Lucie Blvd. #213
Port St. Lucie, FL 34952
Tel: (772) 532-8506
Joe@premiersitework.com

By: 

Title: President

Date: 4-28-25

EXHIBIT A

Proposal Date:

4/24/25

Project name:

Village Parkway Bridge
Tradition CDD No.1 c/o SDS Inc.
2501-A Burns Rd
Palm Beach Gardens, FL. 33410



Scope of Work:

Power wash east and west railings, scrape/sand all loose paint, apply metal primer and paint railings with DTM paint

Fill post pockets with epoxy

Remove/replace damaged concrete in photo 10

Provide/Install rip rap adjacent to wing wall

Core and grout undermined sidewalk shown in photo 12

TOTAL:

\$21,847.50

Terms:

(If Applicable)

Sidewalk closed signs included, all other MOT by others

Maintenance not included

Grading not included

Permits and Inspections by others

Sod/Irrigation by others

Signature of Acceptance:

Date:

4/24/2025

Title:

District Mgr.

772-532-8506

Joe@premiersitework.com

Remit Payment :

Premier Site Work LLC
1193 SE Port Saint Lucie Blvd # 213
Port Saint Lucie, FL. 34952

To: Board of Supervisors

From: Jesse Wargo, Assistant District Manager

Date: April 9, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Work Authorization (WA) WA-19-143-190; Lotis at Tradition - SWM

STAFF RECOMMENDATION

District Engineer recommends approval of the 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.

GENERAL INFORMATION

On March 31, 2025, the Tradition CDD Engineer received a Work Authorization application for the "Lotis at Tradition" Project, a 31.59-acre Multifamily residential development. The subject property can be identified as parcel ID 4305-701-0002-000-4.

DISTRICT LEGAL COUNSEL REVIEW

Not applicable.

FUNDING REVIEW

This project is not expected to impact the CDD Stormwater System operational budget.

**Tradition Community Development District
BOARD AGENDA ITEM
Board Meeting Date: June 4, 2025**

Subject: TR - Lotis at Tradition - SWM
Work Authorization No. WA-19-143-190
C&T Project No. 19-143.TR7.011.0325.W

Background:

On March 31, 2025, the Tradition CDD Engineer received a Work Authorization application for the “Lotis at Tradition” Project, a 31.59-acre Multifamily residential development. The subject property can be identified as parcel ID 4305-701-0002-000-4.

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.7

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project 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: Stefan K. Matthes, PE



April 9, 2025



0 1,000 2,000
Feet

TR - Lotis at Tradition
WA#: 19-143.190
Project #:19-143.TR7.011.0325.W

Legend

-  Subject Property
-  Other Parcels



**CULPEPPER &
TERPENING INC**

Work Authorization #:
19-143. 190
Project #:
19-143.TR7.011.0325.W
Scale: 1" = 2,048'
Date: 4/9/2025

EXHIBIT 1
TR - LOTIS AT
TRADITION
SITE LOCATION MAP

To: Board of Supervisors

From: Jesse Wargo, Assistant District Manager

Date: April 18, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Work Authorization (WA) WA-19-143-191; Westcliffe Lane Extension - SWM

STAFF RECOMMENDATION

District Engineer recommends approval of the 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.

GENERAL INFORMATION

On April 7, 2025, the Tradition CDD Engineer received a Work Authorization application for the Westcliffe Lane Extension project. The 7.6-acre proposed project include the extension of Westcliffe Lane from the existing stub at the entrance of Esplanade at Tradition to the NSA ROW along with the construction of associated drainage infrastructure.

DISTRICT LEGAL COUNSEL REVIEW

Not applicable.

FUNDING REVIEW

This project is not expected to impact the CDD Stormwater System operational budget.

**Tradition Community Development District
BOARD AGENDA ITEM
Board Meeting Date: June 4, 2025**

Subject: TR - Westcliffe Lane Extension- SWM
Work Authorization No. WA-19-143-191
C&T Project No. 19-143.TR7.012.0325.W

Background:

On April 7, 2025, the Tradition CDD Engineer received a Work Authorization application for the Westcliffe Lane Extension project. The 7.6-acre proposed project include the extension of Westcliffe Lane from the existing stub at the entrance of Esplanade at Tradition to the NSA ROW along with the construction of associated drainage infrastructure.

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.7

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project 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: Stefan K. Matthes, PE

April 18, 2025



0 1,000 2,000
Feet

TR - Westcliffe Lane Extension
WA#: 19-143-191
Project #: 19-143.TR7.012.0425.W

Legend

- Subject Property
- Other Parcels

Work Authorization #:
19- 143-191
Project #:
19-143.TR7.012.0425.W
Scale: 1" = 2,000'
Date: 4/14/2025



**CULPEPPER &
TERPENING INC**

EXHIBIT 1 TR - WESTCLIFFE LANE EXTENSION SITE LOCATION MAP

To: Board of Supervisors

From: Jesse Wargo, Assistant District Manager

Date: April 18, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Work Authorization (WA) WA-19-143-192; Sundance Vista Parkway/Phase 1 - SWM

STAFF RECOMMENDATION

District Engineer recommends approval of the 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.

GENERAL INFORMATION

On April 7, 2025, the Tradition CDD Engineer received a Work Authorization application for the "Sundance Vista Parkway - Phase 1" roadway project. The 3.9-acre proposed project consists of the initial construction of a portion of Sundance Vista Parkway, beginning at the proposed Western Grove 5D driveway to Crosstown Parkway, and includes associated sidewalks and drainage systems.

DISTRICT LEGAL COUNSEL REVIEW

Not applicable.

FUNDING REVIEW

This project is not expected to impact the CDD Stormwater System operational budget.

**Tradition Community Development District
BOARD AGENDA ITEM
Board Meeting Date: June 4, 2025**

Subject: TR - Sundance Vista Parkway - Phase 1 - SWM
Work Authorization No. WA-19-143-192
C&T Project No. 19-143.TR7.013.0425.W

Background:

On April 7, 2025, the Tradition CDD Engineer received a Work Authorization application for the "Sundance Vista Parkway - Phase 1" roadway project. The 3.9-acre proposed project consists of the initial construction of a portion of Sundance Vista Parkway, beginning at the proposed Western Grove 5D driveway to Crosstown Parkway, and includes associated sidewalks and drainage systems.

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.7

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

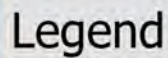
Action Taken:

Item Prepared by: Stefan K. Matthes, PE

April 18, 2025



TR - Sundance Vista Parkway - Phase 1
WA#: 19- 143-192
Project #:19-143.TR7.013.0425.W



- ☒ Subject Property
☐ Other Parcels



**CULPEPPER &
TERPENING INC**

Work Authorization #:
19- 143-192
Project #:
19-143.TR7.013.0425.W
Scale: 1" = 1,500'
Date: 4/17/2025

EXHIBIT 1
TR - SUNDANCE VISTA
PARKWAY - PHASE 1
SITE LOCATION MAP

Tradition Community District Nos. 1-11

MEMORANDUM

To: Board of Supervisors

From: Jesse Wargo, Assistant District Manager

Date: April 25, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Consider Resolution No. 2025-11; Adopting Proposed Budget FY: 25/26 and Setting a Public Hearing.

STAFF RECOMMENDATION

Staff recommends approving Resolution No. 2025-11 for District Nos. 1-11 approving the district's proposed budget for fiscal year 2025/2026 and setting a public hearing.

GENERAL INFORMATION

A resolution of the board of supervisors of the Tradition Community Development District Nos. 1-11 approving the district's proposed budget for fiscal year 2025/2026; setting a public hearing there on pursuant to Florida law; directing staff to provide a copy of the proposed budget to the local general-purpose government and providing for notice of said hearing pursuant to law.

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and recommends approval.

FUNDING REVIEW

During Budget Workshop on April 2, 2025, and during advertised Public Hearing on June 4, 2025.

RESOLUTION 2025-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11 APPROVING THE DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2025/2026; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; DIRECTING STAFF TO PROVIDE A COPY OF THE PROPOSED BUDGET TO THE LOCAL GENERAL PURPOSE GOVERNMENT AND PROVIDING FOR NOTICE OF SAID HEARING PURSUANT TO LAW.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board a proposed budget for fiscal year 2025/2026 attached hereto as Exhibit A; and

WHEREAS, the Board of Supervisors has considered said proposed budget and desires to set the required public hearing thereon.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.1:

1. The budget proposed by the District Manager for fiscal year 2025/2026, attached hereto as Exhibit A, is hereby approved as the basis for conducting a public hearing to adopt said budget.
2. A public hearing on said approved budget is hereby declared and set for the following date, hour and place:

Date: August 6th, 2025

Hour: 11:00A.M.

Place: Tradition Town Hall

3. The District Manager shall send a copy of the proposed budget to the City of Port St. Lucie at least 60 days prior to the date of the public hearing.
4. The District Manager shall cause notice of the public hearing to be provided by publication in a newspaper of general circulation in St. Lucie County once a week for two consecutive weeks with the first publication not less than 15 days prior to the date of the public hearing.

PASSED AND ADOPTED THIS 4th DAY OF JUNE, 2025.

TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO.'S 1, 2,
7, 8, 9,10 & 11

Chairman / Vice Chairman

Print Name

ATTEST:

Secretary

Print Name (B. Frank Sakuma, Jr.)

TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 3

Chairman / Vice Chairman

Print Name

ATTEST:

Secretary

Print Name (B. Frank Sakuma, Jr.)

TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 4

Chairman / Vice Chairman

Print Name

ATTEST:

Secretary

Print Name (B. Frank Sakuma, Jr.)

TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 5

Chairman / Vice Chairman

Print Name

ATTEST:

Secretary

Print Name (B. Frank Sakuma, Jr.)

TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 6

Chairman / Vice Chairman

Print Name

ATTEST:

Secretary

Print Name (B. Frank Sakuma, Jr.)

EXHIBIT "A"

Fiscal Year: 25-26 Proposed Budget (Under Separate Cover)



Tradition Community District Nos. 1-11

MEMORANDUM

To: Board of Supervisors

From: Jesse Wargo, Assistant District Manager

Date: April 25, 2025

Board Meeting Date: June 4, 2025

SUBJECT

Consider Resolution No. 2025-13; Authorizing Certain Actions in Connection with the Implementation of the District's Capital Improvement Plan – District Nos. 1-11.

STAFF RECOMMENDATION

Staff recommends adopting Resolution No. 2025-13; for the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson's absence, to approve and execute any CIP Documents, subject to the parameters set forth.

GENERAL INFORMATION

A resolution of the board of supervisors of the Tradition Community Development District Nos. 1-11 approving the district's connection with the implementation of the CIP as described in the Engineer's Report, the District may, from time to time, obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and otherwise take actions necessary to implement the CIP through together, "CIP Documents."

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and recommends approval.

FUNDING REVIEW

No impact on O/M nor Bond budgets.

RESOLUTION 2025-13

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tradition Community Development District No. 1 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 1**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-13

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 2 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tradition Community Development District No. 2 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 2:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 2**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-13

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 3 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tradition Community Development District No. 3 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 3:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 3**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-13

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 4 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tradition Community Development District No. 4 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 4:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 4**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-13

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 5 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tradition Community Development District No. 5 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 5:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 5**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-13

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 6 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tradition Community Development District No. 6 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 6:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 6**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-13

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 7 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tradition Community Development District No. 7 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 7:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 7**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-13

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 8 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tradition Community Development District No. 8 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 8:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 8**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-13

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 9 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tradition Community Development District No. 9 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 9:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 9**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-13

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 10 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tradition Community Development District No. 10 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 10:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 10**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

RESOLUTION 2025-13

[RESOLUTION AUTHORIZING ACTIONS TO IMPLEMENT CAPITAL IMPROVEMENT PLAN]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 11 AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tradition Community Development District No. 11 (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an “**Engineer’s Report**,” which sets forth the scope of the District’s capital improvement plan (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, and other officers in the Chairperson’s absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 11:

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

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer's Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District's Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff is also authorized to take such actions as are necessary to effect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:

**TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 11**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

To: Board of Supervisors

From: Jesse Wargo, Assistant District Manager

Date: November 20, 2023

Board Meeting Date: June 4, 2025

SUBJECT

Approve Tradition Trail Easement and Berm Agreement with the Lakes at Tradition HOA.

STAFF RECOMMENDATION

Staff recommends approving the easement rights.

GENERAL INFORMATION

District No.1 has agreed to maintain the Easement Area and the Parties have agreed to terminate the original Berm Maintenance Agreement and replace same with this Agreement. The purpose of using the Easement Area as a multi-modal pathway, which use may include, but is not necessarily limited to, pedestrians, golf carts, bicycles, and other similar uses permitted from time to time by Grantee or applicable governing authorities (including but not limited to the City of Port St. Lucie) for Tradition Trail, specifically excluding, however autonomous vehicles.

DISTRICT LEGAL COUNSEL REVIEW

Not Applicable.

FUNDING REVIEW

Increase of irrigation by 8.902 acres, currently \$1,764.20 per month.

This instrument prepared by:
Tyson J. Waters, Esq.
Fox McCluskey Bush Robison, PLLC
3461 SE Willoughby Blvd.
Stuart, Florida 34994
File No.: MA303S01

TRADITION TRAIL EASEMENT AND BERM MAINTENANCE AGREEMENT

THIS TRADITION TRAIL EASEMENT AND BERM MAINTENANCE AGREEMENT ("Agreement") is made this _____ day of _____, 2023 ("Effective Date"), by and between **THE LAKES AT TRADITION HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Grantor"), whose mailing address is 11840 SW Tradition Lakes Boulevard, Port St. Lucie, Florida 34987 and **TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1**, a community development district organized under Chapter 190, Florida Statutes, ("District No. 1") for itself and on behalf of the other "Districts", as defined in that certain Amended and Restated District Development Interlocal Agreement dated as of April 8, 2008, and recorded in Official Records Book 2983, Page 1074, of the Public Records of St. Lucie County, Florida, as amended, wherein District No. 1 has been delegated responsibility to act on behalf of the Districts ("Grantee"), whose post office address is 10807 SW Tradition Square, Port St. Lucie, Florida 34987. Grantor and Grantee each referred to as "Party" and collectively referred to as the "Parties."

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, assigns and successors in title.)

WITNESSETH:

WHEREAS, Grantor owns and is responsible for maintaining the real property identified in, and as more particularly described on, Exhibit "A" attached hereto and made a part hereof ("Easement Area"); and

WHEREAS, Grantee is an independent special district created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, and established by Ordinances adopted by the City of Port St. Lucie to plan, finance, construct, operate and maintain public infrastructure in the Tradition Development of Regional Impact, the Southern Grove Development of Regional Impact and Western Grove Development of Regional Impact (collectively referred to as the "Tradition DRIs"); and

WHEREAS, the Tradition DRIs contemplate a railway, commonly referred to as the

Tradition Trail Easement and Maintenance Agreement (The Lakes at Tradition HOA)

Tradition Trailway, that traverses a large portion of the Tradition DRIs and which is proposed to be located in public rights-of-ways but also having limited portions located on private property within the Tradition DRIs; and

WHEREAS, on February 7, 2023, Grantor and District No. 1 entered into that certain Berm Maintenance Agreement (“Berm Maintenance Agreement”) whereby in order to locate and maintain Tradition Trail as proposed, including a portion of which that was proposed to be adjacent to the Grantor’s property, District No. 1 agreed to maintain the property described in the Agreement; and

WHEREAS, Grantee has requested, and Grantor is willing to grant to Grantee, an easement over the Easement Area for a portion of Tradition Trail; and

WHEREAS, in order to locate and maintain Tradition Trail as proposed, including a portion of which that is within the Easement Area, District No. 1 has agreed to maintain the Easement Area and the Parties have agreed to terminate the original Berm Maintenance Agreement and replace same with this Agreement.

WHEREAS, Grantor and Grantee desire to set forth the terms and conditions of said easement and maintenance responsibility.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by this reference.

2. The Berm Maintenance Agreement is hereby terminated and replaced and superseded in its entirety with this Agreement.

3. Grant of Easement. Grantor hereby grants to Grantee and Grantee’s successors, assigns, designees, tenants and invitees, including but in no way limited to the general public (collectively “Grantee’s Permitted Users”), for the benefit of the Grantee and Grantee’s Permitted Users, a perpetual, non-exclusive easement over, under, upon and above the Easement Area for the purpose of using the Easement Area as a multi-modal pathway, which use may include, but is not necessarily limited to, pedestrians, golf carts, bicycles, and other similar uses permitted from time to time by Grantee or applicable governing authorities (including but not limited to the City of Port St. Lucie) for Tradition Trail, specifically excluding, however, autonomous vehicles. The easement granted herein shall be subject to any and all other easements in favor of other parties existing as of the Effective Date. The multi-modal pathway shall be as and where provided for on the drawings attached hereto as Exhibit “B” and made a part hereof, subject to adjustment and

Tradition Trail Easement and Maintenance Agreement (The Lakes at Tradition HOA)

modifications as may be required based on actual field conditions, in Grantee's reasonable discretion. Grantor reserves the right to use the Easement Area for purposes not inconsistent with the rights granted to Grantee herein, provided, however, that Grantor's use of the Easement Area shall not interfere with Grantee's rights granted herein in any manner. Grantee agrees and acknowledges that in the event Grantee abandons its use of the Easement Area, the obligations of the Grantee as set forth in Paragraphs 4, 5, 6 and 7 of this Agreement shall remain perpetual and inure to the benefit of Grantor in perpetuity or this Easement may be terminated by the mutual written agreement of both parties, provided that neither party is obligated to agree to such termination.

4. Maintenance.

A. The Easement Area shall be maintained in good and useful condition by Grantee, excepting landscaping and aesthetic improvements made by Grantor under this Agreement, which landscaping and aesthetic improvements shall be maintained by Grantor. Grantor shall not be required or authorized to make any other improvements or alterations to the Easement Area, provided, however, Grantor shall take no actions that will impact or negatively affect the easement rights granted to Grantee herein. Grantee shall be exclusively authorized to make, and shall be exclusively responsible for making, all reasonable or necessary repairs, improvements and alterations to the Easement Area (other than landscaping and aesthetics), at Grantee's expense, and in Grantee's reasonable discretion, to fully enjoy the Easement Area as contemplated in this Agreement, including but in no way limited to installing stabilized materials for the trail (by way of example but not limited, shell rock, mulch, asphalt, wood panels, etc.), landscaping, irrigation and removing debris and other obstructions from the Easement Area. Notwithstanding anything to the contrary herein, Grantor shall be financially responsible for repairing any damage to the Easement Area caused by such Grantor, but the Grantee shall be solely responsible for the actual construction of any such repairs of such damages to the Easement Area (other than landscaping and aesthetics).

B. District No. 1 Obligation(s).

i. District No. 1, its successors and assigns, agrees to perform all necessary and reasonable landscaping services within the Easement Area, including but not limited to mowing, trimming and edging; weed control, pest control and fertilization; and plant, turf, shrub and tree replacement, inclusive of maintenance, repair and replacement and all fees, costs and expenses associated therewith subject to the terms and conditions as set forth in this Agreement, however, specifically excluding the perimeter wall from such maintenance and repair obligations (the "District No. 1 Obligation").

ii. District No. 1 shall have the right to relocate oak trees located

within the Easement Area, provided, however, such oak trees (i) shall be installed with root barriers so as to prevent damage to the Easement Area, and improvements therein, (ii) shall not be replanted within three (3) feet of the Grantor's perimeter wall and (iii) District No. 1 shall be responsible for any damage caused to Grantor's property by the relocation of such oak trees.

iii. District No. 1 agrees to provide enhanced landscaping, in District No. 1's reasonable discretion, to fill in gaps in landscaping within the Easement Area. Any other change or revision to the landscaping on the Easement Area shall require the Grantor's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. The enhanced landscaping is intended reduce the view of the multi-modal pathway and Grantee's Permitted Users use of same within the Easement Area from properties within Grantor's development adjacent to the Easement Area.

iv. District No. 1 agrees to undertake any maintenance, repair or replacement of the irrigation system located within the Easement Area. District No. 1 agrees to adjust and enhance, as necessary in District No.1's reasonable discretion, the irrigation serving the Easement Area as necessary to serve any new, enhanced or relocated trees and landscaping installed by District No. 1 within the Easement Area.

v. The District No. 1 Obligation does not obligate the District No. 1 to immediately replace dead or dying trees, plants, or shrubs within the Easement Area as the Parties recognize that the District No. 1 has the right to determine its priorities in its replacement schedule provided that such right of the District No. 1 is exercised in good faith and within thirty (30) days of the verification of need for replacement. In the event the replacement is scheduled for longer than thirty (30) days than the District No. 1 shall inform Grantor in writing as to when the District No. 1 anticipates carrying out its responsibility to replace the dead or dying trees, plants, or shrubs, provided such replacement does not exceed one hundred eighty (180) days from District No. 1's receipt of verification of need for replacement.

vi. District No. 1 shall use commercially reasonable efforts to replace dead or dying trees, plants, or shrubs within the Easement Area on a "one for one" and "like for like" basis, when and where reasonably practical. In the event that is not possible or otherwise is deemed to be economically infeasible, then District No. 1 shall so inform Grantor and together the Parties shall select suitable replacements. Notwithstanding the preceding, in the event any oak tree relocated pursuant to Section 4.B.ii. above does not survive the first twelve (12) months following the relocation of such oak tree, District No. 1 agrees to replant a similar size oak tree to replace such oak tree.

viii. Irrigation Water. District No. 1 agrees that it will be solely responsible for the provision of an adequate supply of water to protect newly installed plants, shrubs and trees, and to adequately irrigate the Easement Area now and in the future. Grantor will be relieved from any liability for irrigation water for the Easement Area and Grantor's "irrigated acreage" liability to District No. 1 shall be reduced accordingly. As of the Effective Date, Grantor's irrigated acreage responsibility shall be 80.118 acres (a reduction of 8.902 acres) and District No. 1's irrigated acreage responsibility shall be 72.272 acres (an increase of 8.902 acres).

5. Insurance. As set forth above in this Agreement, Grantee is an independent special governmental district organized under and pursuant to the provisions of Chapter 190, Florida Statutes. Accordingly, during the continued existence and use of the Easement described herein, and without waiving any defenses relating to any governmental discretionary acts or decisions, Grantee hereby agrees to maintain in effect, public liability insurance and property damage liability insurance in the coverage limits set forth in Florida Statute Section 768.28(5)(a) for claims arising out of injuries or damages involving or relating to the maintenance and operation of the Easement Area (said statutory liability limits are currently \$200,000 for an individual claim against Grantee and \$300,000 in the aggregate, arising out of the same incident or occurrence). To the extent that such statutory provisions shall be hereafter amended, thereby increasing the maximum amount of public or premises liability exposure of governmental entities and subdivisions, then, and in such event, the insurance limits requirements as set forth above shall be deemed modified to the amount of any revised limits of liability as set forth in Florida Statute Section 768.28(5)(a). Moreover, and in addition to the above liability insurance coverage(s) to be obtained by Grantee, the Grantee shall, on an annual basis, reimburse Grantor, as the record title owner of the Easement Area, for the insurance premium expense of Grantor's premises liability insurance premium for coverage for injuries and damages occurring within the Easement Area, said agreement being consideration for the granting of this Easement. Such reimbursement shall only apply to insurance premiums for premises liability insurance coverage of Grantor specifically covering the Easement Area (not to exceed \$1,000,000 in coverage limits), and shall not apply to any such coverage involving other areas or property owned by Grantor and which is not part of the Easement Area.

If stand-alone insurance coverage for the Easement Area is not available, then Grantee shall reimburse Grantor annually for the difference in the cost of premium to increase Grantor's General Liability (Premises Liability) policy coverage from \$1,000,000 for an individual claim and \$2,000,000 in the aggregate, to \$2,000,000 for an individual claim and \$3,000,000 in the aggregate.

6. Indemnification and Hold Harmless. To the extent allowed by law, and without waiving any sovereign immunity rights and defenses pursuant to Section 190.043 and Section 768.28, Florida Statutes, or otherwise pursuant to applicable Florida law, and, further, subject to the damage limits, including the monetary limits set forth in Section 768.28, Florida Statutes,

Tradition Trail Easement and Maintenance Agreement (The Lakes at Tradition HOA)

Grantee agrees to and shall indemnify, defend, and hold harmless Grantor, its successors, assigns, employees, officers, attorneys, and agents from and against all claims, losses, damages, injuries (including but not limited to death or bodily injury) or liability (including within such limits reasonable attorney's fees to any and all administrative, trial and appellate proceedings), direct or indirectly arising from, out of, relating to or caused by the negligence, misconduct or other wrongful acts of Grantee in conjunction with the construction and use of the Easement Area or the provisions of this Agreement. Such monetary damage limits under Section 768.28 are also hereby agreed to as the contractual limitation of monetary damages under this indemnification and hold harmless provision and are inclusive of attorneys' fees and taxable costs. Grantor agrees to and shall indemnify and hold harmless Grantee for any damage, casualty, lawsuit and resulting judgment that was caused by the negligence or willful misconduct of the Grantor in carrying out the obligations and responsibilities under this Agreement; provided, however, that the Grantor shall not be legally or contractually responsible for any construction, maintenance, repairs, improvements or alterations in the Easement Area, other than landscaping and aesthetics, and as more particularly set forth in Section 4 of this Agreement. Nothing in this Agreement shall be construed as a waiver of Grantee's sovereign immunity, nor its consent to be sued by third parties. This Section shall survive the expiration or earlier termination of this Agreement.

7. Miscellaneous.

A. This Agreement constitutes the entire agreement between the Parties and may only be modified or amended in writing, signed by both Parties hereto.

B. Grantee agrees to reimburse Grantor for Grantor's reasonable attorneys' fees incurred for the negotiation and drafting of this Agreement. Grantee shall be responsible for the payment of all fees associated with the recording of this Agreement in the public records of St. Lucie County, Florida.

C. In the event of any litigation concerning this Agreement, any provision hereof, or any right or easement reserved or arising under, out of or by virtue of the execution of the delivery and/or recordation of this instrument, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and other legal expenses related thereto, including without limitations, those incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any litigation arising hereunder shall be in St. Lucie County, Florida.

E. No modification, amendment or termination of this Agreement shall be of any force or effect unless in writing executed by Grantors and Grantee and recorded in the Public Records of St. Lucie County, Florida, together with the written consent of the City of Port St. Lucie.

F. No waiver of any default by a Party shall be implied from any failure by the non-defaulting Party to take any action in respect of such default if such default continues or is repeated. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant, or any other term, provision or covenant contained in this Agreement.

G. Time shall be of the essence for each and every obligation in this Agreement.

H. Any notice, request, demand, instruction or other communication to be given to either Party hereunder, shall be in writing and shall either be (i) hand-delivered, (ii) sent by Federal Express or a comparable overnight mail service, or (iii) mailed by U.S. certified mail, return receipt requested. Notices shall be deemed to have been given upon receipt or refusal of delivery of said notice. Unless and until such written notice is received, the address first set forth above shall be deemed to continue in effect for all purposes hereunder.

I. If any provision of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any request, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

J. Grantee will not suffer or permit any mechanics' lien, equitable lien or any other lien or encumbrance of any kind to be filed or otherwise asserted against the Easement Area and will cause any such lien to be released or bonded within thirty (30) days of the date of filing same, time being of the essence.

K. As used in this Agreement, the singular shall include the plural, the plural shall include the singular, and words of any gender shall include the other genders as the contact may require. The headings are for convenience only and shall not be interpreted to impart any meaning to the text.

(Remainder of page intentionally left blank; signature page(s) follows)

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year set forth above.

GRANTOR:
THE LAKES AT TRADITION
HOMEOWNERS ASSOCIATION, INC.

Madelaine M Jones
Signature of Witness #1
Printed Name: Madelaine M. Jones

Kathryn A. Klug
Signature of Witness #2
Printed Name: Kathryn A Klug

Jack Parker
By: JACK PARKER
Its: PRESIDENT

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of November, 2023, by Jack Parker, as President of The Lakes at Tradition Homeowners Association, Inc., on behalf of said entity, who ☐ is personally known or ☒ has produced a driver's license as identification.

Kathryn A. Klug
I am a Notary Public of the State of Florida
and my commission expires on _____



**GRANTEE:
TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

ATTEST:

By: _____
District Manager

By: _____, Chair
Board of Supervisors

Approved as to Form:

By: _____, Attorney
for Tradition Community Development
District No. 1

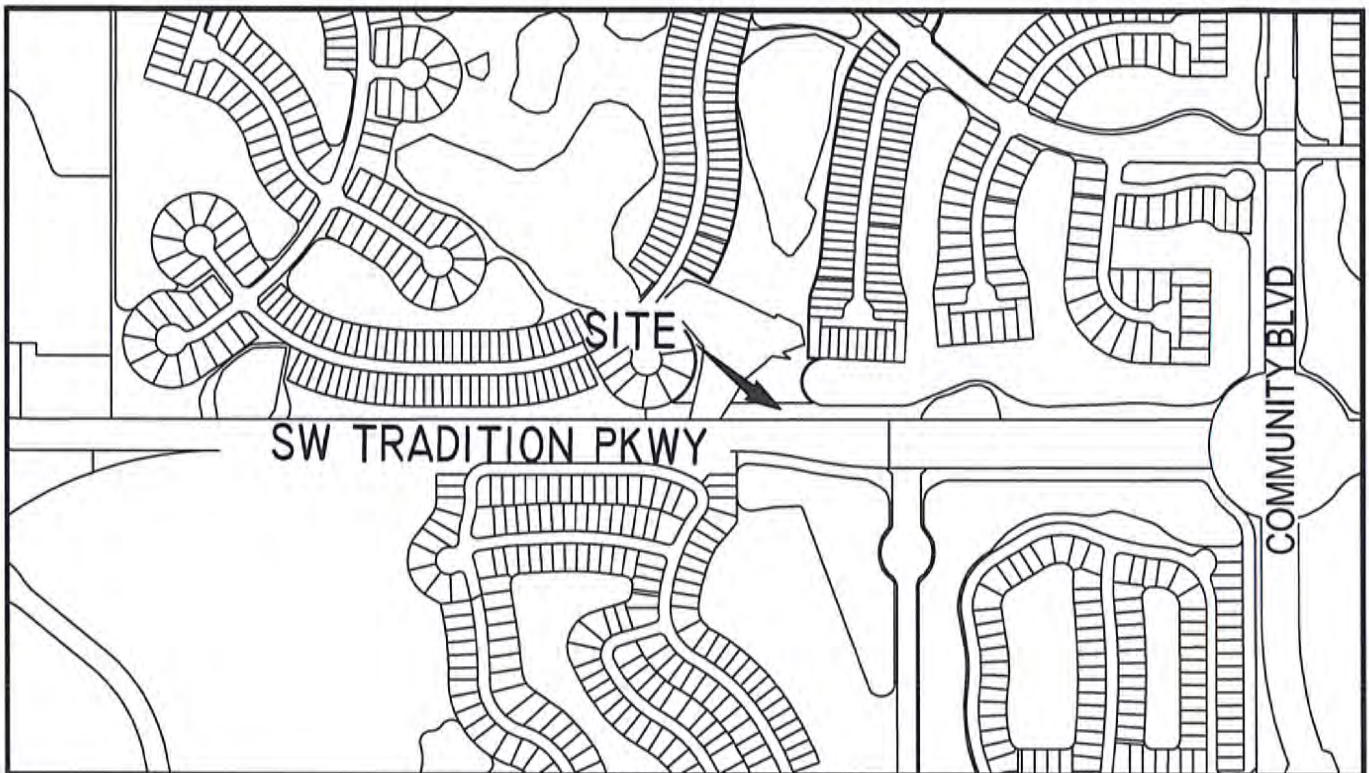
**Exhibit “A”
Easement Area**

(See attached pages for sketch and legal)

LAKES AT TRADITION BERM MAINTENANCE EXHIBIT



LOCATION MAP
NOT TO SCALE



SHEET 1 OF 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**LAKES AT TRADITION
BERM MAINTENANCE EXHIBIT**

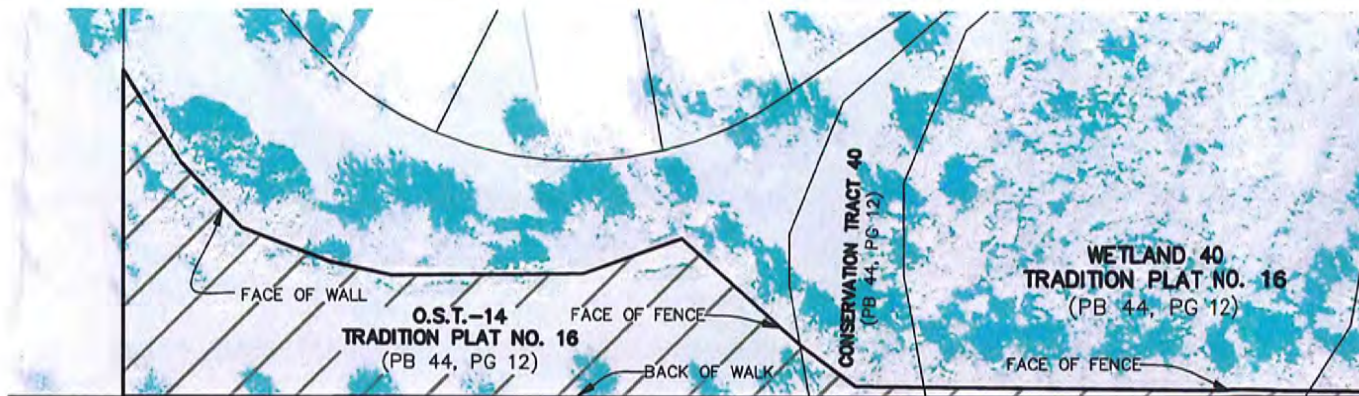
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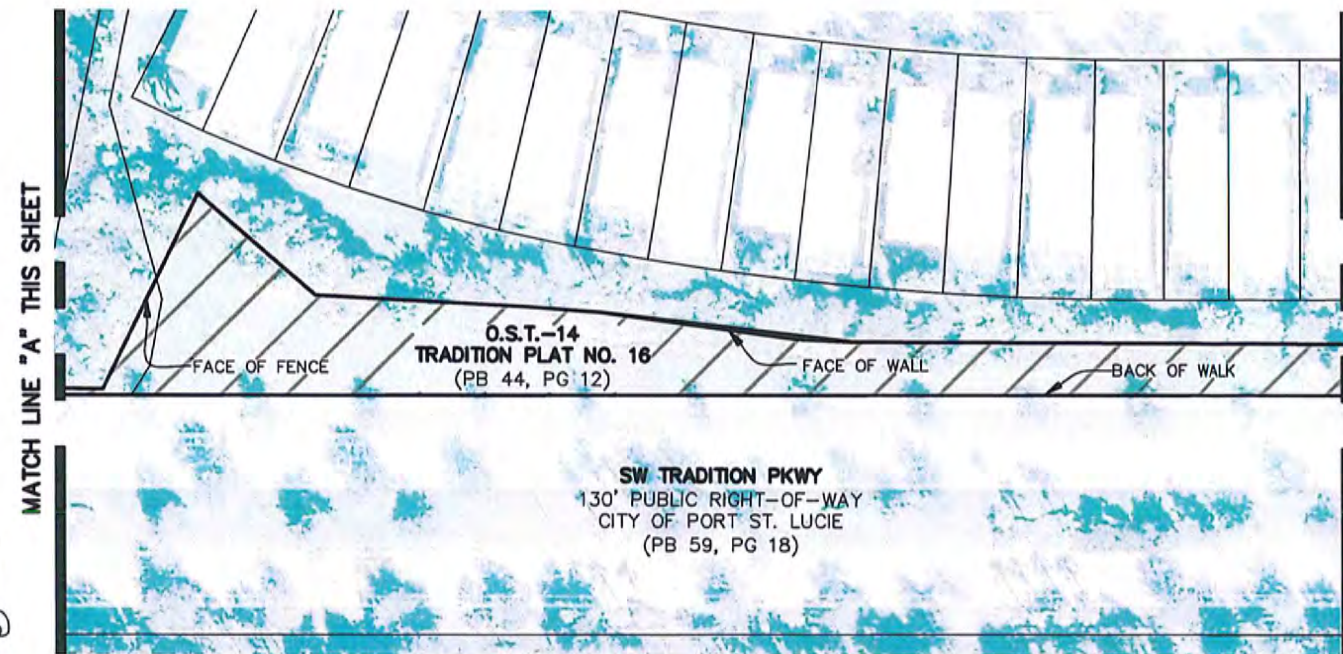
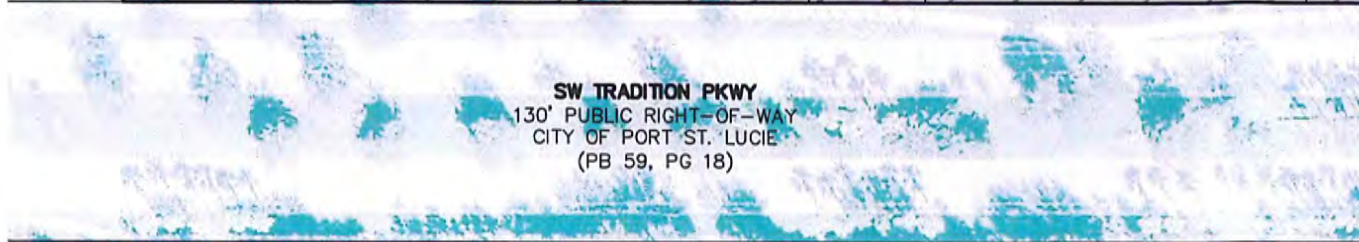
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SCALE AS SHOWN

JOB NO. 8993



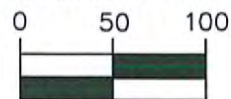
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MATCH LINE "A" THIS SHEET

SEE SHEET 3

GRAPHIC SCALE



(IN FEET)

1 INCH = 100 FT.

LEGEND

PB - PLAT BOOK

PG - PAGE

SHEET 2 OF 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

LAKES AT TRADITION
BERM MAINTENANCE EXHIBIT

DATE 1/19/2023

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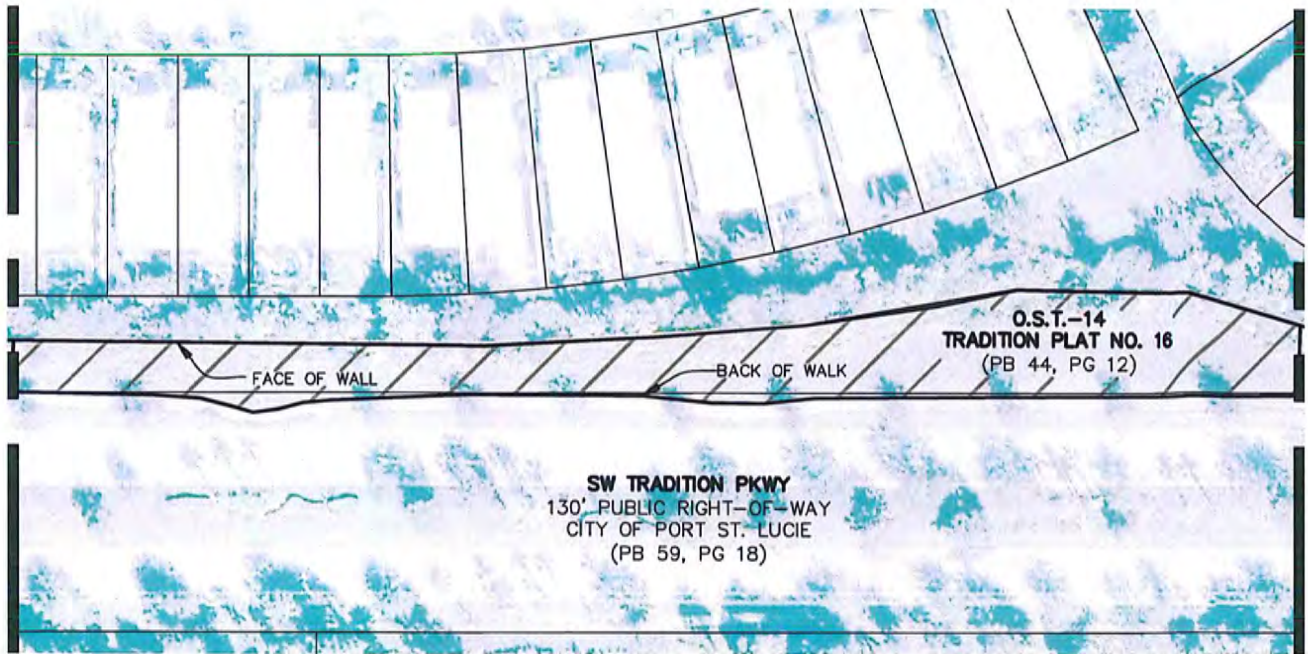
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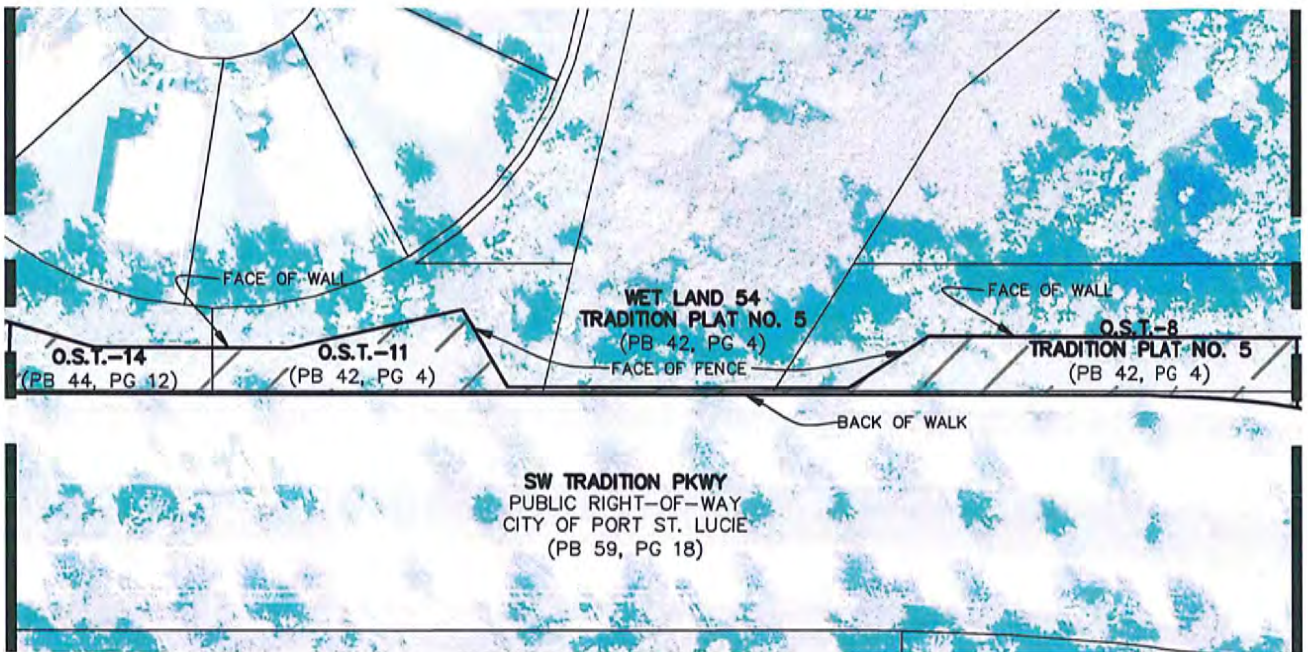
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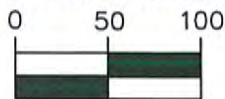


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GRAPHIC SCALE



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1 INCH = 100 FT.

LEGEND

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SHEET 3 OF 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

**LAKES AT TRADITION
BERM MAINTENANCE EXHIBIT**

DATE 1/19/2023

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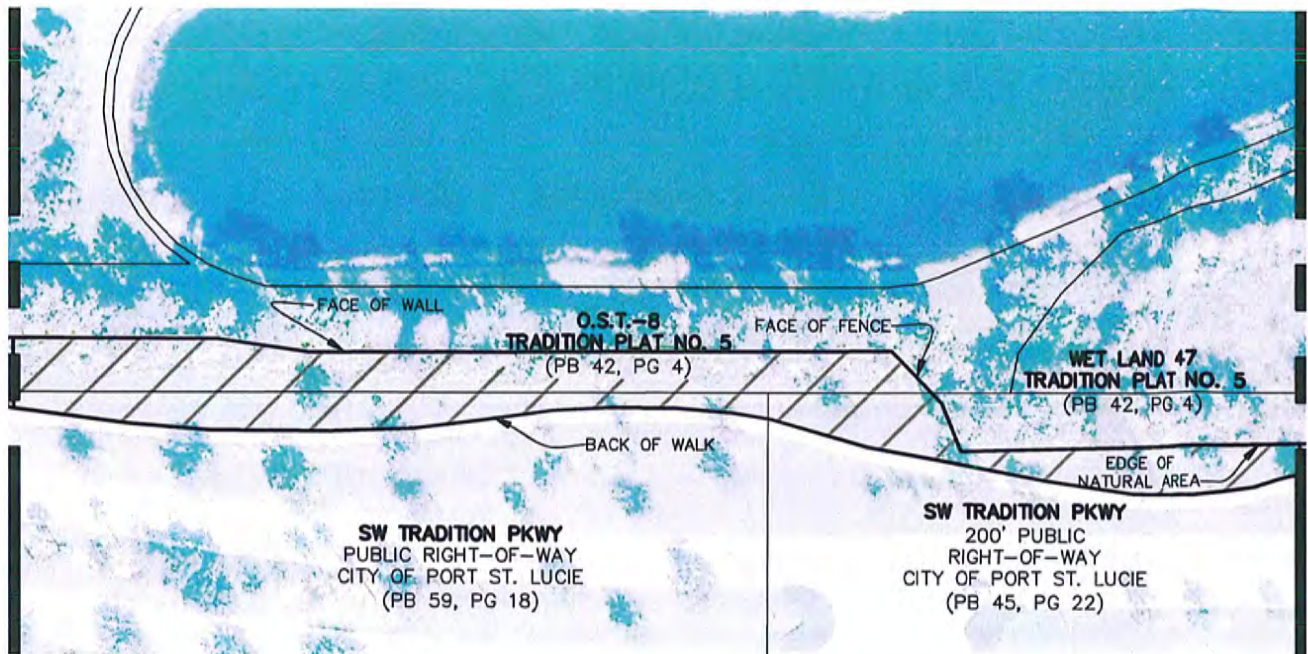
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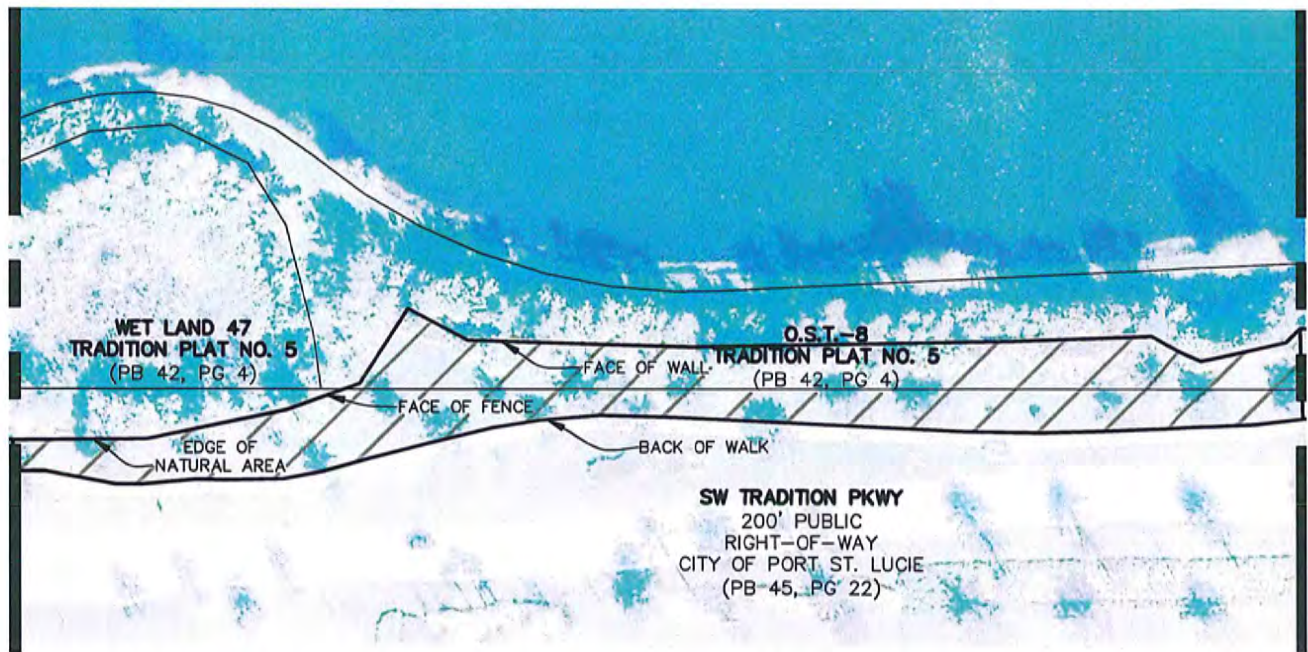
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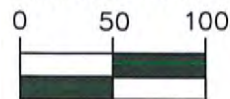


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GRAPHIC SCALE



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1 INCH = 100 FT.

LEGEND

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SHEET 4 OF 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

**LAKEs AT TRADITION
BERM MAINTENANCE EXHIBIT**

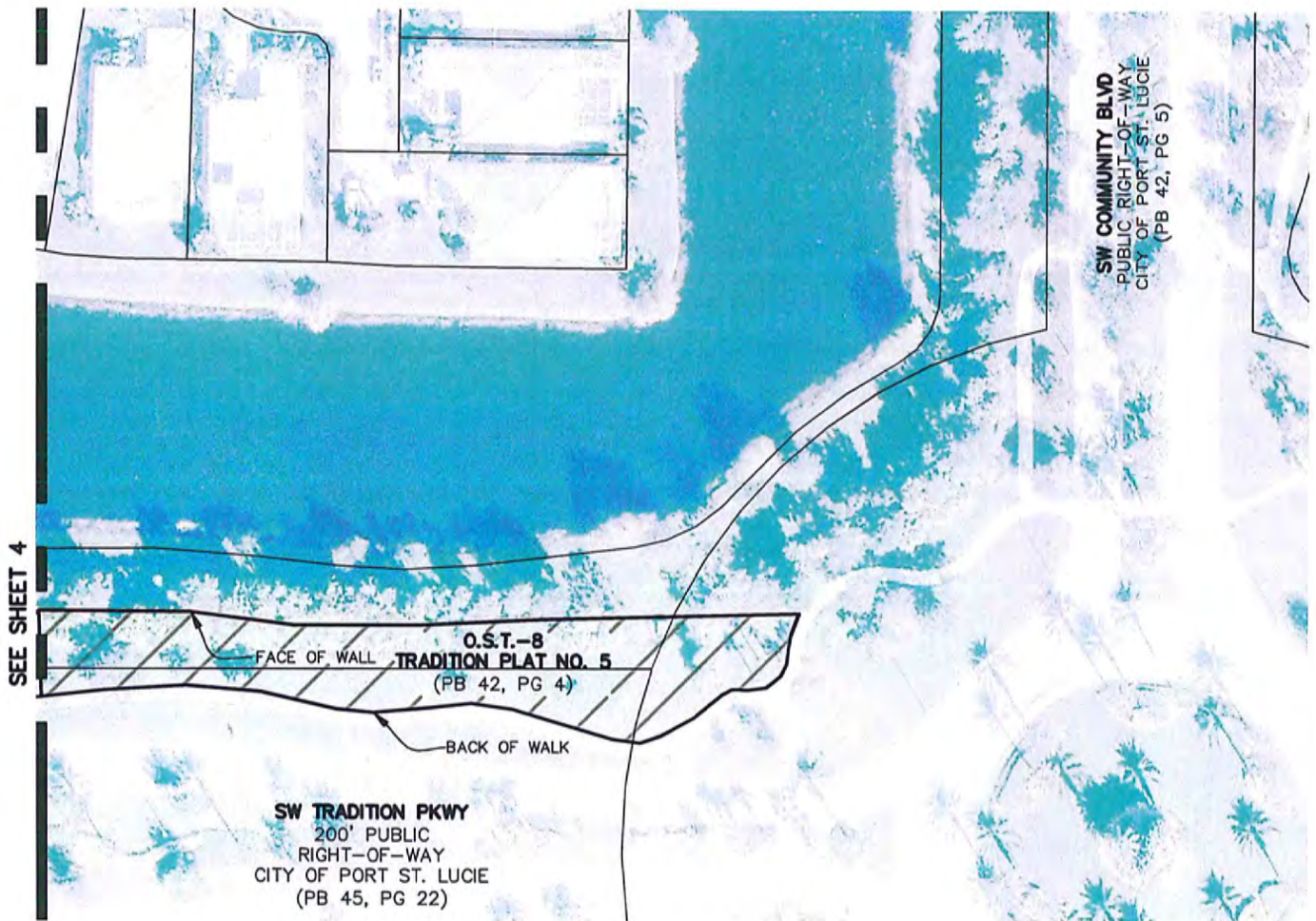
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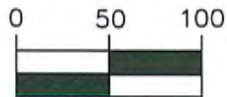
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SCALE AS SHOWN

JOB NO. 8993



GRAPHIC SCALE



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LEGEND

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PG - PAGE

SHEET 5 OF 5



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE - SURVEYING

7900 GLADES ROAD - SUITE 100

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

**LAKEs AT TRADITION
BERM MAINTENANCE EXHIBIT**

DATE 1/19/2023

DRAWN BY RLF

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 8993



- REVISIONS -		BY	DATE
1	DESIGNED		
2	CHECKED		
3	DRAWN		
4	BY		
5	DATE		
6	BY		
7	DATE		
8	BY		
9	DATE		
10	BY		
11	DATE		

TRADITION PARKWAY & COMMUNITY BLVD
T.M. ROUNDABOUT PLAN
PAVING & GRADING PLAN

DATE: 01/29/2013
HOM. SOL. T+47
MRT. SCALE: N/A
AD. No. 22-131
PAGE: 3 of 11

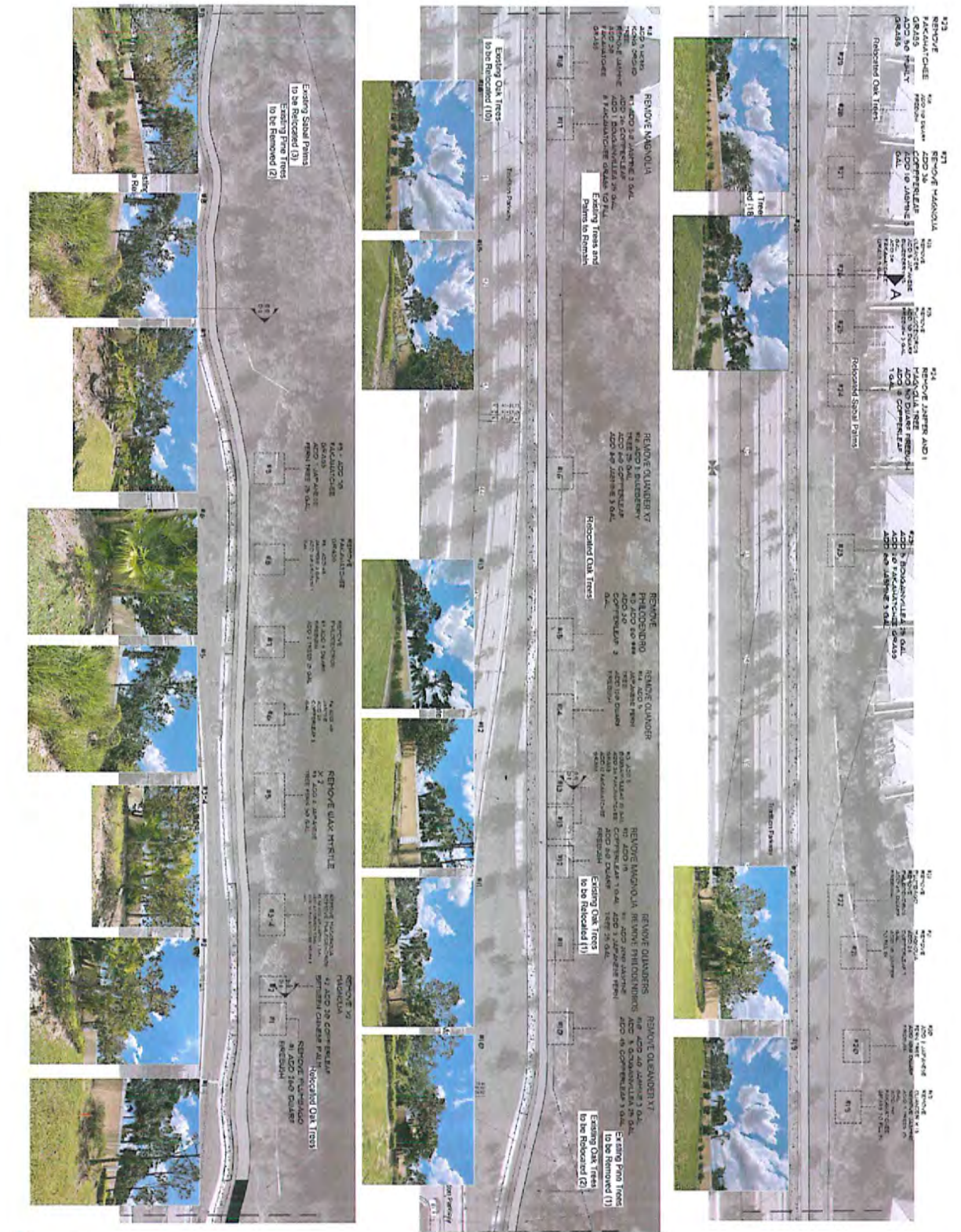


**Exhibit “B”
Multi-modal Pathway**

(see attached)

[illegible]

Grasshopper's
LANDSCAPING AND DESIGN, INC.
1040 W. ATLANTIC AVE. DEERAY BEACH, FL 33441
PHONE 561/336-2566 FAX 561/331-3427
www.grasshopperslandscaping.com



TRADITION TRAIL WALL ENHANCEMENTS
PORT SAINT LUCIE, FL

Grasshopper's
LANDSCAPING AND DESIGN, INC.
10400 W. ATLANTIC AVE. DEER BEACH, FL 33446
PHONE 561.636.2255 FAX 561.636.7407

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/20	ISSUED FOR PERMIT
2	02/10/20	REVISED PER SITE VISIT
3	03/10/20	REVISED PER CLIENT REQUEST
4	04/10/20	REVISED PER CLIENT REQUEST
5	05/10/20	REVISED PER CLIENT REQUEST

PROJECT INFORMATION

PROJECT NO. 123456
CLIENT: TRADITION TRAIL
LOCATION: PORT SAINT LUCIE, FL
DESIGNED BY: GRASSHOPPER'S LANDSCAPING AND DESIGN, INC.
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: 05/10/20

SHEET NUMBER

L-2

Financial Report: Under Separate Cover

