PELICAN COVE RRH, LTD.

d/b/a Pelican Bay Apartments Affordable Housing for Crystal River, Florida

June 22, 2021

Mr. Ken Frink, P.E. City Manager, City of Crystal River 123 NW Hwy 19 Crystal River, FL 34428

Re: Annexation into the City of Crystal River Pelican Bay Apartments

Dear Mr. Frink,

Per your request, please find enclosed the following:

- 1. Agreement Concerning Voluntary Annexation, Construction Of Wastewater Utilities, And Connection To The City Sanitary Sewer System
- 2. Petition For Voluntary Annexation And Future Land Use And Zoning Designations Application
- 3. Warranty Deed for Atlantis Arms, Ltd.
- 4. Warranty Deed for Crystal River RRH, Ltd.

There are two warranty deeds because they were originally two projects that were purchased and became one. Please let me know if you need any other information.

Thanks,

Rolando Sanchez, Manager Sanchez Rental Housing, LLC General Partner for Pelican Cove RRH, Ltd. 24207 NW 110th Avenue Alachua, Florida 32615-7829

24207 NW 110TH AVE • ALACHUA, FLORIDA 32615-7829 • (386) 454-1460 • FAX (386) 454-1988 EMAIL: **SanchezPlanningDevInc@windstream.net** This Instrument Prepared by and Return To: Robert W. Batsel, Jr. City of Crystal River 123 NW Highway 19 Crystal River, Florida 34428 Attn:

Recording costs - \$_____

AGREEMENT CONCERNING VOLUNTARY ANNEXATION, CONSTRUCTION OF WASTEWATER UTILITIES, AND CONNECTION TO THE CITY SANITARY SEWER SYSTEM

THIS AGREEMENT CONCERNING VOLUNTARY ANNEXATION, CONSTRUCTION OF WASTEWATER UTILITIES, AND CONNECTION TO THE CITY SANITARY SEWER SYSTEM ("Agreement") is made on ______, 20____, by and between:

- Pelican Cove RRH LTD, a Florida limited liability company limited partnership, ("Owner"), whose mailing address is 24207 NW 110THAve, Alachua, FL 32615;
- City of Crystal River ("City"), a Florida municipal corporation, whose mailing address for purposes of this Agreement is "Attention: City Manager, 123 Northwest Highway 19, Crystal River, Florida 34470."

WHEREAS:

- A. Property Owner is the owner or owners of certain real property (the "Property"), as described in <u>Exhibit A</u>, located within the unincorporated area of Citrus County, Florida.
- B. Owner is the owner of the certain wastewater utility systems (defined below as the "Utilities") as described below, serving the Property and all renters residing within the Property known as "Pelican Bay Apartments."
- C. City has been awarded grant funding for the "Pelican Bay Package Plant Removal" from the Florida Department of Environmental Protection, which will provide funding for the City's removal of the package plant serving the Property, design and construction of a connection to the City's sanitary sewer system, and expansion fees associated with connecting to the City system.
- D. Property Owner and Utility System Owner (collectively "Owners") desire to connect to the City's wastewater system, as set forth herein, in exchange for City's agreement to perform the work described in the attached **Exhibit B**.
- E. Pursuant to **Exhibit B**, the City desires to construct the improvements necessary to upgrade the Owners lift station and disconnect it from the onsite package treatment plant and connect it to the City's force main on N. Greenleaf Forest Rd.. Further the City desires to demolish the Owner's on-site wastewater treatment plant up to, but not including any and all percolation ponds.
- F. The newly constructed renovations will be added to the "Utilities" owned and operated by the Owner. The owner desires to own and maintain of all upstream sanitary sewer services from the

point of connection to the existing City maintained line on N. Greenleaf Forest Rd. leading to and within the Owners property. The City has no obligation to maintain any of the improvements constructed by the City as part of this agreement.

- G. Pursuant to applicable law, City imposes conditions in return for providing water or wastewater service including, without limitation, requiring persons or property receiving water or wastewater service from City to adhere to appropriate criteria, standards and regulations (including land development regulations in accordance with state law) relating to design and construction of project infrastructure.
- H. Pursuant to the City's Comprehensive Plan, any property receiving water or wastewater service from the City is required to annex if and when it becomes contiguous.
- I. City has agreed to provide water or wastewater service to the Owner pursuant to the provisions hereof.

NOW, THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Temporary Construction Easement.

- 1.1. <u>Temporary Construction Easement</u>. Owner hereby grants and conveys to City a temporary nonexclusive construction easement over, across and through the portion of the Property as identified in <u>Exhibit C</u> (the "Sewer Easement Area") for demolition and removal of Owner's existing wastewater treatment plant, maintenance and upgrades to the existing lift station, and the construction, operation and maintenance of additional sanitary sewer and related facilities (the "Sewer Facilities").
- 1.2. <u>Perpetual Access Easement</u>. Owner hereby grants and conveys to City a perpetual nonexclusive easement over, across and through the Property for ingress, egress and access necessary for City or its agents to read meters to determine usage for billing purposes.
- 1.3. The easement rights granted herein specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access service to any Sewer Facilities which may be constructed on the Sewer Easement Area; (b) the right to clear the Easement Area of trees, limbs, undergrowth or other physical objects (regardless of the location of the same) which in the opinion of City endanger or interfere with safe and efficient use of the rights granted herein; and (c) all other rights and privileges reasonably necessary or convenient for the safe and efficient use of the easement rights granted herein. Buildings, structures or obstacles (except fences) shall be located, constructed, excavated, or created on the easement area without the prior written approval of the City of Crystal River City Manager.
- 2. Additional Easement Provisions. Each Easement granted by Owner hereunder shall include or be subject to the following:
 - 2.1. Owner represents and warrants that Owner is the owner of the Property, has full and

complete authority to enter into this Agreement, and that upon the execution, delivery and recording of this Agreement in the Public Records of Citrus County, Florida, the obligations of Owner hereunder shall be valid and binding obligations upon Owner and any successors in title to the Owner Property or any portion thereof.

- 2.2. In the event that City, in exercising rights granted in connection with an Easement, damages Owner's improvements now or hereafter located within an Easement Area, City shall, at its sole costs and expense, repair the damaged improvements by restoring them to substantially the same condition in which they existed before the damage.
- 2.3. No Easement granted to City hereunder shall permit City to encumber the Easement Area or any portion of the Owner Property with liens arising from the construction, or operation or Maintenance of any facilities City is permitted to construct, operate or maintain within an Easement Area. Further, City shall not suffer, or permit any construction lien to be placed upon or against any easement area or portion of the Owner Property in connection with the foregoing activities. If any such construction lien is filed, City shall promptly take appropriate action to cause such lien to be terminated or satisfied, including filing a notice of contest to such lien or transferring the lien to security.
- 3. **City Improvements**. City hereby covenants and agrees as follows:
 - 3.1. City, at its own costs, will design, permit and construct, at City's sole costs and expense, the improvements and work described in the Grant Work Plan attached hereto as **Exhibit B** (the "City Improvements"). City will commence the design, permitting and construction of the City Improvements promptly after the Effective Date of this Agreement, and will pursue completion of such construction with reasonable diligence.
 - 3.2. City will, at its own cost, dismantle and remove the wastewater treatment plant on the Property as part of the Sewer Facilities up to but not to include the associated percolation ponds. Removal and restoration of the percolation ponds will be the sole responsibility of the Owner.
- 4. **Maintenance**. Owner hereby agrees to perpetually operate and maintain the improvements constructed by the City at its own cost and expense. After construction, City shall have no obligation to repair or maintain such improvements. Owner shall assure that the pump run time meters are maintained, operable, accurate, and accessible to the City.
- 5. **Owner's Agreements**. Owner hereby covenants and agrees as follows:
 - 5.1. <u>Connection</u>.
 - 5.1.1. Owner shall connect to City's wastewater system and pay all user fees in accordance with applicable provisions of the City Code of Ordinances, except that Owner shall not be charged nor pay a tap or other connection fee to connect to the wastewater system.
 - 5.1.2. City shall pay all fees associated with the recording of this Agreement in the Public Records of Citrus County, Florida.

5.1.3. Owner agrees to faithfully pay all monthly fees associated with the City providing sanitary sewer service and also agrees that the City will disconnect service if the fees are not paid in a timely manner.

5.2. Billing

- 5.2.1. Owner agrees to establish a utility account with the City of Crystal River for the purpose of monthly billing for sewer services. Sewer service will be billed as per the City's current rate schedule.
- 5.2.2. The City will attempt but is not required to obtain monthly water usage reports from Owner or the Owners water provider, Ozello Water Association. If water usage data is not provided to the City, owner agrees to obtain such data on a monthly basis and promptly provide to the City for bulk billing purposes.
- 5.2.3. In the event that water use data is not provided or available, the City shall establish the methodology for determining the amount of sewerage treated.

5.3. <u>Annexation.</u>

- 5.3.1. Owner shall, simultaneously with its execution of this Agreement, complete, execute and deliver to the City a petition for annexation, and such form as is requested by City in its sole discretion.
- 5.3.2. Concurrent with the connection to the City sewer system, the City shall proceed with the annexation proceedings of the Owners property.

5.4. <u>Compliance with Land Development Regulations</u>.

- 5.4.1. Owner acknowledges that pursuant to applicable law:
 - a. Owner must hereafter adhere to City's criteria, standards and regulations (including the land development regulations of the Code of Ordinances of City of Crystal River, Florida) relating to design and construction of project infrastructure for the Property, but only to the extent that any such work will impact the Sewer Facilities; and
 - b. Unless the Property is annexed, Owner may also be required to adhere to Citrus County's criteria, standards and regulations relating to design and construction of project infrastructure for the Property as they are applicable to the Sewer Facilities.
- 5.4.2. To the extent they may impact Owner's use of the Utilities, Owner shall notify City prior to requesting any comprehensive plan amendments, rezonings, subdivision or site plan approvals, building permits, or other development orders from Citrus County concerning the Property.
- 5.4.3. Owner shall comply with all procedures adopted by the City concerning the City review of any development of the Property pursuant to the City's criteria, standards and regulations.

- 5.4.4. Following annexation:
 - a. The Property shall be subject to all laws, ordinances, and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City upon the effective date of the annexation; and
 - b. If the Property was subject to a County land use plan and County zoning or subdivision regulations, those regulations shall remain in full force and effect until the City adopts a comprehensive plan amendment that includes the Property.

6. **Appointment of Power of Attorney; Lien**.

- 6.1. Owner hereby grants and conveys to the City Manager of City, including the successors or designee of such City Manager, an irrevocable special power of attorney to exercise any and all rights of Owner, and any successors in interest to Owner, including any purchasers, mortgage holders, lien holders or other persons who may claim an interest in the Property to do the following, and only the following:
 - 6.1.1. Perform all obligations of Owner under paragraph 5.3, above.
- 6.2. This power of attorney shall be considered a power coupled with an interest and may not be terminated except upon the written consent of City specifically referring to this Agreement.
- 6.3. This Agreement and the power of attorney granted hereunder touch and concern the Property, and shall bind and run with the Property, and constitute an encumbrance thereon.
- 6.4. Owner hereby grants City a lien to enforce the obligations of Owner under paragraph 6 of this Agreement.
- 7. **City's Agreements**. City hereby covenants and agrees as follows.
 - 7.1. City shall permit Owner to connect its water or wastewater facilities on the Property to City water and wastewater services:
 - 7.1.1. City's completion of the work described in Exhibit B; and
 - 7.1.2. Adherence to all other provisions of City Code concerning such connections.
 - 7.2. City shall thereafter provide the Owner water or wastewater service subject to Owner's obligation to pay all charges associated with such service and adherence to all other provisions of City Code concerning such service.
- 8. **Subject to City Ordinances**. Nothing in this Agreement shall supersede or take precedence over any existing ordinances, regulations or codes of City.
- 9. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the

relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

- 10. **Negation of Partnership**. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among any of the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprises. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so in this Agreement.
- JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY 11. LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

12. Notices.

14.1. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

14.1.1. If to Owner:

- a. With a copy to: Rolando Sanchez, Registered Agent, Pelican Cove RRH LTD, 24207 NW 110THAve, Alachua, FL 32615
- 14.1.2. If to City: City of Crystal River, Attn: City Manager, 123 Northwest Highway 19, Crystal River, Florida 34470.
 - a. With a copy to: Robert W. Batsel, Jr., City Attorney, 1531 SE 36th Avenue, Ocala, Florida 34428.
- 14.2. Each such notice shall be deemed delivered:

14.2.1. On the date delivered if by personal delivery;

- 14.2.2. On the date of facsimile transmission if by facsimile; and
- 14.2.3. If the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.
- 14.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by facsimile sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.
- 14.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 14.4. If the above provisions require notice to be delivered to more than one person (including a copy), the notice shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 13. **Successors and Assigns**. All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

14. Severability Clause.

- 14.1. City's obligations under paragraph 4, 5 and 7 above are expressly conditioned upon the effectiveness of Owner's obligations under paragraphs 1, 2, 3, 6 and 6, above. Thus, if any provision of paragraph 1, 2, 3, 6 or 6 is found to be contrary to, prohibited by or invalid under applicable laws or regulations, City may, if it so elects be relieved of all obligations hereunder, terminate this Agreement, and discontinue providing water or wastewater service to the Property unless Owner cures any alleged default at its own expense within one hundred twenty (120) days' notice from Owner's receipt of written notice from City.
- 14.2. Except as set forth above, provisions contained in this Agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
- 15. **Further Action**. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
- 16. **Entire Understanding; Amendments.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by both parties.

INTENTIONAL PAGE BREAK – SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Witness

Pr

Witness

Print Witness Name

Pelican Cove RRH LTD, LLC, a Florida limited liability company Limited Partnership

By

J. Rolando Sanchez, Manager, for Sanchez Rental Housing, LLC, Its: General Partner

STATE OF Florida COUNTY OF Alachua

The foregoing instrument was acknowle	dged before me by means of 🛛 physical presence or 🗌			
online notarization, this $\underline{33}$ day of $\underline{100}$	γe , 2021, , as			
for lose Sanch	ez,a			
BROOKE TAYLOR Commission # GG 335821 Expires May 16, 2023 Bonded Thru Budget Notary Services	Notary Public, State of <u>Horida</u> Name: <u>Brooke Taylor</u> (Please print or type)			
	Commission Number: GG 335821			
	Commission Expires: may 14 2023			
Notary: Check one of the following:				
Personally known OR				
Produced Identification (if this box is checked, fill in blanks below).				
Type of Identification Produced: T				
	CITY			
ATTEST:				

City of Crystal River, a Florida municipal corporation

Mia Fink City Clerk

Joe Meek, Mayor

Approved as to form and legality

Robert W. Batsel, Jr. City Attorney

STATE OF FLORIDA COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization, this _____ day of _____, 202_, by Joe Meek, as Mayor of the City of Crystal River, Florida, a Florida municipal corporation, on behalf of the City.

Notary Public, State of Florida Name:

(Please print or type)

Commission Number: ______ Commission Expires: ______

Notary: Check one of the following:

____ Personally known OR

Produced Identification (if this box is checked, fill in blanks below). Type of Identification Produced:

E:\RWB\City of Crystal River\Water Resources\Pelican Bay - Annexation and Transfer of WW Utilities Agreement\Pelicay Bay Annexation and Transfer of WW Utilities Agreement RWB 04-26-2021.docx

EXHIBIT A PROPERTY

GREEN LEAF FOREST UNREC SUB LOTS 41, 42 & 43 DESCR AS FOL: LOT 41 DESC AS FOLLOWS: BEGIN AT NW CRN OF NE 1/4 OF NW 1/4 OF SEC 33-18-17 THN S 89DEG 40M 40S W 334.57FT THN S 0DEG 16M 46S E 599.98FT TO N'LY R/W OF COUNTY RD THN 89DEG 40M 40S E ALG N'LY R/W 334.57FT TO W LN OF HOURGLASS LAKE SUBDIVISION THN N 0DEG 16M 46S W ALG W LN OF HOURGLASS LAKE SUBDIVISION 599.97 FT TO POB DESC IN OR BK 535 837 LESS: OR BK 558 PG 505(EASM) & OR BK 1612 PG 1208 --- &--- GREEN LEAF FOREST UNREC SUB LOTS 42 & 43 DESC AS FOLLOWS: COM AT NE COR OF W 1/2 OF SW 1/4 OF SEC 33-18-17 SD COR ALSO BEING THE NW COR OF HOURGLASS LAKE SUB PB 7 PG 89 TH S 89DEG 40M 40S W AL N LN OF SD W 1/2 OF SW 1/4 334.57 FT TO POB TH CONT S 89DEG 40M 40S W AL SD N LN 473.85 FT TO E'LY R/W LN OF ACO RD DESC IN OR BK 284 PG 690 TH S 0DEG 13M 16S W AL E'LY R/W LN 600 FT TH CONT AL N'LY R/W LN OF SD CO RD N 89DEG 40M 40S E 479.09 FT TH N 0DEG 16M 46S W 599.93 FT TO POB LESS FPC EASE DESC IN OR BK 492 PG 591 & OR BK 558 PG 505 & OR BK 1612 PG 1203

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Pelican Bay Package Plant Removal

PROJECT LOCATION: The Project will be located in the City of Crystal River, Citrus County; Lat/Long 28.86, -82.59. See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: The Crystal River and Kings Bay have been deemed to be an impaired water body under Chapter 62-303, F.A.C., due to nutrient levels and associated algae mats.

In recent years, the City of Crystal River (Grantee) has been reviewing the boundary of the City's utility service area and considering wastewater projects associated with the Basin Management Action Plan requirements to reduce nutrient loading into Kings Bay.

The Pelican Bay Package Plant Removal project is a continuation of the Grantee's effort to provide wastewater service to existing developments adjacent to Kings Bay and the Crystal River and its tributaries, an effort which has received past support from the State through several previous grants.

PROJECT DESCRIPTION: The Grantee will decommission and demolish the existing package wastewater treatment plant currently serving the Pelican Bay Apartment complex located at 9826 W. Arms Dr., Crystal River, FL. The project also consists of the installation of a new sanitary lift station (or the retrofitting of the existing lift station if a viable option) and subsequent connection to an existing forcemain stub out located in the right-of-way adjacent to the property.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design and permitting of the sanitary lift station replacement (or upgrade alternative if viable) and associated forcemain extension and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the sanitary lift station and forcemain improvements and wastewater treatment plant decommissioning/demolition.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct the Pelican Bay Package Plant Removal project in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$19,000.00	07/01/2020	07/31/2022
2	Bidding and Contractor Selection	Contractual Services	\$10,000.00	07/01/2020	07/31/2022
3	Project Management	Contractual Services	\$4,250.00	07/01/2020	07/31/2022
4	Construction	Contractual Services	\$344,340.00	07/01/2020	07/31/2022
Total:		\$377,590.00			

Figure 1: Location Map

Google Maps 9826 W Arms Dr



DEP Agreement No. LPS0054, Attachment 3, Page 3 of 4

Figure 2: Site Plan



DEP Agreement No. LPS0054, Attachment 3, Page 4 of 4

