

**REQUEST FOR QUOTATIONS**  
**Surplus Dredge Material Bidding Opportunity**

The Florida Inland Navigation District is seeking bids from building contractors / individuals who are interested in dredge materials maintained in the District's DMMA site known as SJ-14 in Nocatee, FL, St. Johns County. Bidding shall be considered at a minimum volume of 200,000 cu/yds. The bids shall reference the cost per cu/yd and provide a total cost for the bid based on 200,000 cu/yds. The bid is based on material only from this site. All materials will be excavated and transported by the bidding party to its final destination. Bids will be due at the District office no later than 2:00 PM September 03, 2014. Interested bidders should contact Mark Tamblyn, at the District for related information regarding this available material and bidding. He can be reached at 1314 Marcinski Road, Jupiter, Florida 33477, telephone (561) 627-3386, FAX (561) 624-6480.

# **FLORIDA INLAND NAVIGATION DISTRICT**

## **PROPERTY USE AND EASEMENT RELEASE FEE GUIDELINES**

This guideline establishes the District's general fees for the release of easements and the use of District properties. These guidelines impose no obligation on the District to approve a request for a release of easement or use of any District property.

Recognizing that this guideline cannot encompass all anticipated uses of District properties and that it cannot anticipate the specific nuances of the uses outlined within the guideline, each request for an easement release or a property use will be subject to review by the District's Board and additional fees may be assessed if the specifics of use or release dictates such. Fees for the use of District property are only for District-owned lands and not for easements including the right of way easement for the Intracoastal Waterway.

### **A. EASEMENT RELEASES**

1. A check in the amount of \$250.00 payable to the Florida Inland Navigation District, and:

The property owner agrees to pay the District (1) the price that the District originally paid for the easement adjusted by the inflation rate to today's value, and (2) fifty percent (50%) of the enhanced value of the property if the District's activities on the property has increased its value and this enhancement was not identified in the easement as a benefit accruing to the property for the granting of the easement. The amount of the enhanced value will be determined by a property appraisal, performed by a State certified MAI appraiser, that calculates the difference in the value of the property with and without District activities; provided, however, that in the event the District's Executive Director determines that such difference in value is reasonably expected to be less than the cost of the appraisal, then an appraisal shall not be required. The property owner will pay all applicable appraisal costs.

**B. DREDGED MATERIAL MANAGEMENT AREA USE**

**1. TEMPORARY PLACEMENT OF DREDGED MATERIAL**

**a. NON-GOVERNMENTAL ENTITIES**

A monthly fee of \$200.00 until the material is removed and the site restored to pre-use conditions plus \$0.20 per cubic yard for material placed in the site. Fees may be increased substantially if material is not removed by the agreed-upon time.

**b. GOVERNMENTAL ENTITIES**

A monthly fee of \$100.00 until the material is removed and the site restored to pre-use conditions plus \$0.10 per cubic yard for material placed in the site. Fees may be increased substantially if material is not removed by the agreed-upon time.

**2. PERMANENT PLACEMENT OF DREDGED MATERIALS**

**a. NON-GOVERNMENT AND GOVERNMENT ENTITIES**

To permanently leave the dredged material in a District site, a one-time fee will be determined by calculating the average of three quotes obtained by the District for trucking the material to the nearest landfill or property willing to accept the material plus all costs of loading and dumping the material and a 20% contingency fee.

**C. MINOR DREDGED MATERIAL REMOVAL (less than 1,000 cyds.)**

**1. NON-GOVERNMENTAL ENTITIES**

Twenty (20) cents per cubic yard.

**2. GOVERNMENTAL ENTITIES**

Ten (10) cents per cubic yard.

**D. MAJOR DREDGED MATERIAL REMOVAL (over 1,000 cyds.)**

**1. NON-GOVERNMENTAL ENTITIES**

Highest bid.

**2. GOVERNMENTAL ENTITIES**

Free.

## **E. MINOR PROPERTY USES**

### **1. SIGNS**

Maximum of a ten year lease (renewable upon renegotiation) at \$100.00 per month paid in full at lease inception.

### **2. LICENSES FOR DOCKS**

A one-time fee of \$500.00.

### **3. EQUIPMENT STORAGE**

Maximum of a six month lease (renewable upon renegotiation) at a minimum of \$200.00 per month paid in full at lease inception.

## **F. MAJOR PROPERTY USES**

### **1. RECREATIONAL USE**

#### **a. GOVERNMENTAL ENTITY**

Maximum of a five year lease (renewable upon renegotiation) at \$500.00 per year paid in full at lease inception.

#### **b. NON-GOVERNMENTAL ENTITY**

Maximum of a five year lease (renewable upon renegotiation) at market lease rate.

### **2. PERMANENT UTILITY EASEMENTS**

#### **a. NON-GOVERNMENTAL ENTITIES**

A one-time fee of twenty (20) per cent of the property value.

#### **b. GOVERNMENTAL ENTITIES**

A one-time fee of \$1,000.00.

### **3. EQUIPMENT STORAGE**

In excess of a six month lease (renewable upon renegotiation) at market rate paid in full at lease inception.

This fee schedule will be reviewed by the Board of Commissioners bi-annually. The Board, upon request, will consider waivers of the fee schedule where such a waiver is of benefit to the District and its constituents.

## SPOIL REMOVAL AGREEMENT

THIS SPOIL REMOVAL AGREEMENT (“Agreement”) dated as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as “DISTRICT,” and PULTE GROUP, a corporation of the State of Florida, hereinafter referred to as “CONTRACTOR.”

### RECITALS

A. DISTRICT is the owner of a parcel of land located in St. Johns County, Florida and known as “Dredge Material Management Area SJ-14 (SJ-14),” as more particularly described in Exhibit “A” attached hereto and made a part hereof by reference (“SJ-14”).

B. CONTRACTOR is a private corporation operating within the State of Florida to construct single-family homes.

C. CONTRACTOR desires to obtain fill material from SJ-14 for construction purposes. (the “Project”).

D. CONTRACTOR has requested DISTRICT to allow the CONTRACTOR to remove spoil material from SJ-14 for use in the construction of the Project.

E. DISTRICT has determined that it will benefit the DISTRICT to allow the CONTRACTOR’s contractor remove spoil material from SJ-14, as this will help create additional capacity for future dredging events in connection with the maintenance and improvement of the Intracoastal Waterway.

F. DISTRICT is willing allow CONTRACTOR to remove suitable spoil material for use in the construction of the Project, upon the terms and conditions of this Agreement.

### WITNESSESTH

Therefore, in consideration of the terms below, the sufficiency of which is mutually acknowledged, DISTRICT and CONTRACTOR agree that:

#### 1. INCORPORATION OF RECITALS

The foregoing recitals are true, correct and incorporated herein by reference.

#### 2. CONSENT TO REMOVAL OF SPOIL MATERIAL

DISTRICT hereby consents to the removal of up to 220,000 cubic yards of spoil material from SJ-14 exclusively for use in the construction of the Project. The DISTRICT’s consent will expire on \_\_\_\_\_, 20\_\_ unless a further extension is approved by the DISTRICT. Prior to the removal of any spoil material from SJ-14, the CONTRACTOR shall submit a detailed spoil material removal plan (“Plan”) to the DISTRICT for

approval by the DISTRICT's Engineer. The Plan shall insure, among other things, that the integrity of the dikes, weirs, storm water management system, monitoring wells and other facilities is not compromised. The CONTRACTOR and its contractor(s) shall comply with the Plan at all times.

### 3. PAYMENT

a. CONTRACTOR hereby covenants and agrees to pay to DISTRICT a fee in the amount of \$1.15 per cubic yard of spoil material removed from SJ-14. The fees are due and payable on a monthly basis. Not later than five (5) working days after the end of each calendar month, the CONTRACTOR shall deliver to the DISTRICT a certified tally sheet of the number of the volume of spoil material removed from SJ-14 for the preceding month, together with payment of the applicable fee.

b. CONTRACTOR shall make any and all payments due hereunder to DISTRICT at that address set forth as follows unless otherwise notified by DISTRICT in writing:

FLORIDA INLAND NAVIGATION DISTRICT  
ATTN: EXECUTIVE DIRECTOR  
1314 MARCINSKI ROAD  
JUPITER, FLORIDA 33477

c. CONTRACTOR shall reimburse the DISTRICT for the reasonable costs incurred by the DISTRICT for inspections and supervision of the CONTRACTOR's removal operations, including, without limitation, the allocable costs of the DISTRICT's Field Projects Coordinator and the DISTRICT's engineer.

d. CONTRACTOR shall pay such fees and other charges without demand and without setoff as required to be paid by CONTRACTOR under this Agreement. If such fees or charges are not paid at the time provided in this Agreement, they shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum or such lesser rate as shall be the maximum permitted by law.

### 4. USE OF PREMISES/CONDUCT OF BUSINESS

a. CONTRACTOR and its authorized contractor(s) shall occupy and use SJ-14 solely for the removal of suitable spoil material for use in the construction of the Project (hereinafter the "Permitted Use"). CONTRACTOR shall not use SJ-14 or construct other improvements thereupon except as specifically provided above without DISTRICT's prior written consent.

b. CONTRACTOR and its authorized contractor(s) shall, at CONTRACTOR's expense, comply with all laws, ordinances and regulations of the United States, State of Florida,

and the County of St. Johns, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of SJ-14, and shall not make any use of SJ-14 which shall unreasonably disturb DISTRICT's neighbors or otherwise become a nuisance.

## 5. CONTRACTOR'S FIXTURES AND ALTERATIONS

a. CONTRACTOR agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to SJ-14, without first obtaining the written consent of DISTRICT. At the DISTRICT's option, all alterations, improvements and additions made by CONTRACTOR and all chattels affixed by CONTRACTOR to SJ-14 shall remain upon the premises at the expiration or earlier termination of this Agreement, and shall become the property of DISTRICT, except as otherwise provided herein.

b. In addition to the above, CONTRACTOR shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at CONTRACTOR's expense.

## 6. ASSIGNMENT

a. CONTRACTOR shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Agreement or any interest of CONTRACTOR herein, in whole or in part, nor permit SJ-14 or any part thereof to be used or occupied by others, without the prior written consent of DISTRICT in each and every instance, which may be unreasonably and arbitrarily withheld. The consent of DISTRICT to any assignment shall not constitute a waiver of the necessity for such consent to any subsequent assignment. If this Agreement or any interest of CONTRACTOR herein be assigned or if the whole or any part of SJ-14 be used or occupied by others after having obtained DISTRICT's prior written consent thereto, CONTRACTOR shall nevertheless remain fully liable for the full performance of all obligations under this Agreement to be performed by CONTRACTOR and CONTRACTOR shall not be released therefrom in any manner.

b. Should CONTRACTOR, in violation of the provisions of this Paragraph, assign this Agreement, or allow SJ-14 to be used or occupied by others without obtaining DISTRICT's prior written consent, then such assignment or occupancy shall be null and void and of no force and effect. Such act on the part of CONTRACTOR shall be deemed a default of CONTRACTOR entitling DISTRICT to exercise any of the rights and remedies therefor as set forth in Paragraph 13 hereof.

## 7. LIENS

a. Mechanics' or Materialmen's Liens: CONTRACTOR shall not cause any liens of mechanics, laborers or materialmen to stand against SJ-14 for any labor or material furnished or claimed to have been furnished to CONTRACTOR in connection with any work of any character performed or claimed to have been performed on or in connection with SJ-14, by or at the direction of CONTRACTOR.

If SJ-14 or any part thereof becomes subject to any suppliers, vendors, mechanics, laborers, materialmen's or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the DISTRICT, CONTRACTOR shall immediately notify DISTRICT of the filing or the threatened filing of any such lien, shall immediately cause the lien to be transferred to other security, and shall from time to time notify DISTRICT of the status of such contest.

b. DISTRICT's Liability for CONTRACTOR's Liens: It is hereby agreed by the parties hereto that DISTRICT will not be liable for any labor, services or materials furnished or to be furnished CONTRACTOR or to anyone occupying SJ-14, or any part thereof, through or under CONTRACTOR, and that no liens for any labor or material shall attach to or affect the interest of DISTRICT in and to SJ-14. All contracts for construction or repair shall contain the above cautionary language and shall require all subcontractors, materialmen and laborers to be so advised. Failure of CONTRACTOR to so notify and advise such contractor(s) in writing prior to the commencement of any work to be performed shall constitute a default hereunder and entitle DISTRICT to those rights and remedies set forth in Paragraph 13 hereof.

## 8. LIABILITY OF DISTRICT/WAIVER/INDEMNIFICATION

a. As a consideration for the making of this Agreement and in light of the fact that CONTRACTOR has had the opportunity to make such inspections and tests as CONTRACTOR, in CONTRACTORS' judgment, has deemed necessary, CONTRACTOR accepts SJ-14 in its "As-Is Condition" and DISTRICT shall not be liable for any condition, latent or patent, existing in, on or under SJ-14, nor for injury or damage which may be sustained to person or property of CONTRACTOR or any other person caused by or resulting from water, rain, groundwater, soil, sand, silt or any other material which may leak or flow from or into any part of SJ-14, from noise, vibration, smoke or odors emanating from SJ-14, or from any other source or cause whatsoever, whether the same damage or injury shall be caused by or be due to the negligence of DISTRICT, nor the interference with light or incorporeal hereditaments, specifically excluding from such waiver such damage or injury which results from the gross negligence of DISTRICT, nor shall DISTRICT be liable for any defect in SJ-14, latent or otherwise, except as provided by law. Without limiting the generality of the foregoing, CONTRACTOR acknowledges and agrees that CONTRACTOR has conducted its



own samples and tests of the spoil material within SJ-14 and has satisfied itself as to the composition, quality, suitability for CONTRACTOR's purposes, and freedom from contaminants, and further, that DISTRICT has not made, nor has CONTRACTOR relied upon, any representations made by DISTRICT or on DISTRICT's behalf.

b. CONTRACTOR, subject to and within the limitations set forth in Section 768.28, F.S., will indemnify DISTRICT and save DISTRICT harmless from and against any and all claims, actions, damages, liability and expense (including disbursements) in connection with the loss of life, personal injury or damage to property or business arising from, related to, or in connection with the occupancy or use by CONTRACTOR of SJ-14 or occasioned wholly or in part by act or omission of CONTRACTOR, its contractors, subcontractors, sub-subcontractors, licensees, or concessionaires, or its or their respective agents, servants or employees.

c. CONTRACTOR shall include in any construction contract for work upon or involving SJ-14 that the contractor shall indemnify and hold harmless the CONTRACTOR and DISTRICT, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.

d. CONTRACTOR shall be responsible for the payment of any fines or administrative penalties assessed and any remedial or mitigation actions required due to or arising out of any violation or alleged violation by CONTRACTOR or CONTRACTOR's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida, or the County of St. Johns, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of SJ-14.

e. The provisions of this Paragraph 8 shall survive the termination of this Agreement.

## 9. INSURANCE

a. CONTRACTOR will keep in force, with companies and in a form acceptable to DISTRICT, at CONTRACTOR's expense, during the term of this Agreement and any extension or renewal thereof and during such other time as CONTRACTOR occupies SJ-14 or any part thereof general liability insurance with respect to SJ-14 with a minimum Two Million Dollars (\$2,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.

b. CONTRACTOR will further deposit policies of insurance required by the provisions of this Paragraph 9 together with satisfactory evidence of the payment of the required premium or premiums therefor with DISTRICT at or prior to the

commencement date, and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage.

c. All policies of insurance required to be carried by CONTRACTOR by Paragraph 9 (a) hereof shall provide that the policy shall not be subject to cancellation, termination or change except after thirty (30) days prior written notice to DISTRICT and shall name DISTRICT as an additional insured.

d. All such policies required hereunder shall be obtained from companies licensed, organized and authorized to do business in the State of Florida.

e. The CONTRACTOR's insurance shall be primary insurance as respects the DISTRICT, its Commissioners, officers, employees and agents, and any insurance or self-insurance maintained by the DISTRICT, its Commissioners, officers, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

f. The policies shall contain a waiver of subrogation against the DISTRICT, its Commissioners, officers, employees and agents for any claims arising out of the work of the CONTRACTOR

g. The policy may provide coverage which contains deductible or self-insured retentions of not more than \$50,000 as to CONTRACTOR and no deductible or self-insured retention as to any additional insured without prior approval of the DISTRICT. The CONTRACTOR shall be solely responsible for deductible and/or self-insured retention.

## 10. REPAIRS AND MAINTENANCE OF SJ-14

CONTRACTOR shall at all times at its sole cost and expense keep and maintain those portions of SJ-14 used in connection with or affected by the Project, in good order, condition and repair and shall not commit or suffer any waste on SJ-14.

## 11. HAZARDOUS MATERIALS

CONTRACTOR agrees that, during the term of this Agreement, it:

a. Shall keep or cause SJ-14 to be kept free of hazardous wastes or substances.

b. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of CONTRACTOR, or CONTRACTOR's assignees, employees, agents or contractors, a release of hazardous wastes or substances onto SJ-14.

c. Shall comply with and ensure compliance by its assignees, employees, agents or contractors and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.

d. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this Agreement, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.

e. Shall immediately provide DISTRICT with notice of any release or threatened release of hazardous waste on or about SJ-14, and shall immediately provide DISTRICT with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste on or about SJ-14.

g. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within SJ-14, arising from CONTRACTOR's use of SJ-14.

## 12. EVENTS OF DEFAULT

The following shall constitute Events of Default:

a. If CONTRACTOR defaults in the payment of any sum of money due hereunder and such default shall continue for three (3) days after the date of notice from DISTRICT to CONTRACTOR.

b. If CONTRACTOR defaults in fulfilling any of the other covenants of this Agreement on CONTRACTOR's part to be performed hereunder and such default shall continue for the period of seven (7) days after notice from DISTRICT to CONTRACTOR specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said seven (7) day period, if CONTRACTOR shall not in good faith have commenced the curing or remedying of such default within such seven (7) day period and shall not thereafter diligently proceed therewith to completion.

In the Event of Default, DISTRICT shall provide CONTRACTOR with such written notice thereof as shall be required under Florida law.

### 13. REMEDIES IN EVENT OF DEFAULT

- a. In the event of a default hereunder and such default shall continue after the giving of written notice thereof to CONTRACTOR, DISTRICT may at DISTRICT's option, immediately terminate the Agreement and avail itself of any other option or remedy available under Florida law;
- b. If CONTRACTOR defaults in the performance of any of the terms and conditions of this Agreement and DISTRICT employs the services of an attorney to enforce performance of CONTRACTOR hereunder, CONTRACTOR shall pay a reasonable attorney's fee as well as all expenses and costs incurred by the DISTRICT pertaining thereto and in enforcement of any remedy available to the DISTRICT.

### 14. MISCELLANEOUS

- a. CONTRACTOR has inspected SJ-14 and is familiar with its present condition and takes SJ-14 in "As-Is" condition.
- b. The failure of DISTRICT or CONTRACTOR to take any action against the other for violation of any of the terms of the Agreement shall not prevent a subsequent act of a similar nature from being a violation of the Agreement.
- d. This Agreement fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated unless in writing and signed by the parties hereto.
- e. **THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR CONTRACTOR'S USE OF SJ-14.**
- f. CONTRACTOR hereby acknowledges CONTRACTOR's responsibility to insure CONTRACTOR's property maintained within or upon SJ-14 at CONTRACTOR's expense.
- g. If any term or condition of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall not be affected thereby, and this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- h. This Agreement shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that DISTRICT may file a memorandum of this Agreement.

j. This Agreement shall be construed under the laws of the State of Florida.

k. The Section headings of this Agreement are for convenience only and are not to be considered in construing the same.

l. This Agreement may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.

m. Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Agreement (b) it has all necessary power and authority to enter into this Agreement and to perform the agreements contained in this Agreement, and (c) the person signing this Agreement on behalf of such party is authorized to execute and deliver this Agreement on behalf of such party.

n. The parties participated in the drafting of this Agreement and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

**o. RADON GAS**

**RADON IS NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.**

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IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

Signed, sealed and delivered  
in the presence of:

AS TO DISTRICT:

FLORIDA INLAND NAVIGATION DISTRICT

\_\_\_\_\_ BY: \_\_\_\_\_

Witness: \_\_\_\_\_ Executive Director

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

\_\_\_\_\_ DATED: \_\_\_\_\_

Witness

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Peter L. Breton, Esq., General Counsel

AS TO CONTRACTOR:

PULTE GROUP, FLORIDA

\_\_\_\_\_ BY: \_\_\_\_\_

Witness: \_\_\_\_\_

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

\_\_\_\_\_ DATED: \_\_\_\_\_

Witness: \_\_\_\_\_

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

EXHIBIT "A"

LEGAL DESCRIPTION OF SJ-14