



SEMINOLE COUNTY
PLANNING & DEVELOPMENT DIVISION
1101 EAST FIRST STREET, ROOM 2028
SANFORD, FLORIDA 32771
(407) 665-7371 EPLANDESK@SEMINOLECOUNTYFL.GOV

Received: 2/5/24

Paid: 2/7/24

SUBDIVISION

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE CONSIDERED COMPLETE

APPLICATION TYPES/FEEES

<input checked="" type="checkbox"/> PRELIMINARY SUBDIVISION PLAN (PSP)	\$1,500.00 + \$15.00 PER LOT (\$3,500 MAX. FEE)
<input checked="" type="checkbox"/> FINAL ENGINEERING PLAN (FE)	\$4,000.00 + \$25.00 PER LOT (\$6,500 MAX. FEE)
<input checked="" type="checkbox"/> FINAL PLAT (FP)	\$1,500.00
<input type="checkbox"/> MINOR PLAT (RESIDENTIAL: MAX 4 LOTS – COMMERCIAL: MAX 2 LOTS)	\$1,500.00 + \$75.00 PER LOT (CREDIT OF \$110 GIVEN IF PRE-EVAL APPROVED WITHIN 1 YEAR)

PROPERTY

SUBDIVISION NAME: Genesis Home Subdivision	
PARCEL ID #(S): 19-21-31-300-008B-0000	
NUMBER OF LOTS: 12 <input checked="" type="checkbox"/> SINGLE FAMILY <input type="checkbox"/> TOWNHOMES <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> OTHER	
ARE ANY TREES BEING REMOVED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, ATTACH COMPLETED ARBOR APPLICATION)	
WATER PROVIDER: Seminole County Utilities	SEWER PROVIDER: Seminole County Utilities
ZONING: R-1AAA	FUTURE LAND USE: LDR
TOTAL ACREAGE: 5.41	BCC DISTRICT: 1

APPLICANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☒ NONE ☐

NAME: Rodolfo Sucre	COMPANY: RSP Engineers, Inc.
ADDRESS: 111 N Orange Ave. Suite 800 148	
CITY: Orlando	STATE: FL
PHONE: (407) 743-2754	ZIP: 32801
EMAIL: rsucre@rspengineers.com	

CONSULTANTEPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☒ NONE ☐

NAME: Rodolfo Sucre

COMPANY: RSP Engineers, Inc.

ADDRESS: 111 N Orange Ave. Suite 800 148

CITY: Orlando

STATE: FL

ZIP: 32801

PHONE: (407) 743-2754

EMAIL: rsucre@rspengineers.com

OWNER(S)

NAME(S): Fintavi LLC

ADDRESS: 407 Lincoln Rd, Suite 6-G

CITY: Miami Beach

STATE: FL

ZIP: 33139

PHONE:

EMAIL: benx0101@outlook.com

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

- ☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued and unexpired Certificate of Vesting or prior Concurrency determination as identified below: (Please attach a copy of the Certificate of Vesting or Prior Test/Concurrency Notice.)

Vesting Certificate/Test Notice Number: _____ Date Issued: _____

- ☐ Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.

- ☒ I elect to defer the Concurrency Review determination for the above listed property until a point as late as Final Engineering submittal. **(Minor Plat and Final Engineering require Concurrency Test Review)**. I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future.


SIGNATURE OF OWNER/AUTHORIZED AGENT(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED
IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)11/30/2023
DATE

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Lucia Laureiro, the owner of record for the following described property [Parcel ID Number(s)] 19-21-31-300-008B-0000 hereby designates RSP Engineers, Inc/Rodolfo Sucre to act as my authorized agent for the filing of the attached application(s) for:

<input type="checkbox"/> Alcohol License	<input type="checkbox"/> Arbor Permit	<input type="checkbox"/> Construction Revision	<input checked="" type="checkbox"/> Final Engineering
<input checked="" type="checkbox"/> Final Plat	<input type="checkbox"/> Future Land Use Amendment	<input type="checkbox"/> Lot Split/Reconfiguration	<input type="checkbox"/> Minor Plat
<input checked="" type="checkbox"/> Preliminary Subdivision Plan	<input type="checkbox"/> Rezone	<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> Special Event
<input type="checkbox"/> Special Exception	<input type="checkbox"/> Temporary Use Permit	<input type="checkbox"/> Vacate	<input type="checkbox"/> Variance

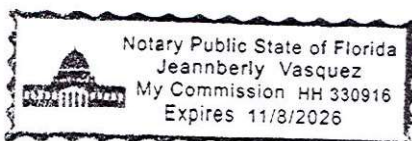
OTHER: _____
and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

11/30/2023
Date

[Signature]
Property Owner's Signature
Lucia Laureiro
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF Orange

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared Lucia Laureiro (property owner),
☒ by means of physical presence or ☐ online notarization; and ☐ who is personally known to me or ☒ who has produced Passport as identification, and who executed the foregoing instrument and sworn an oath on this 30th day of November, 2023.



[Signature]
Notary Public

Property Record Card



Parcel 19-21-31-300-008B-0000

Property Address 1480 BROOKS LN OVIEDO, FL 32765

Parcel Location



Site View



192131300008B0000 02/15/2022

Parcel Information

Parcel	19-21-31-300-008B-0000
Owner(s)	FINTAVI LLC
Property Address	1480 BROOKS LN OVIEDO, FL 32765
Mailing	328 CRANDON BLVD # 119-356 KEY BISCAWAYNE, FL 33149-1333
Subdivision Name	
Tax District	01-COUNTY-TX DIST 1
DOR Use Code	01-SINGLE FAMILY
Exemptions	None
AG Classification	No

Value Summary

	2024 Working Values	2023 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Bldg Value	\$251,992	\$249,148
Depreciated EXFT Value	\$1,200	\$1,200
Land Value (Market)	\$611,330	\$611,330
Land Value Ag		
Just/Market Value	\$864,522	\$861,678
Portability Adj		
Save Our Homes Adj	\$0	\$647,588
Amendment 1 Adj	\$0	\$0
P&G Adj	\$0	\$0
Assessed Value	\$864,522	\$214,090

2023 Certified Tax Summary

2023 Tax Amount without Exemptions \$11,467.21 **2023 Tax Savings with Exemptions** \$9,392.81
2023 Tax Bill Amount \$2,074.40

* Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

SEC 19 TWP 21S RGE 31E
E 747 FT OF N 1/2 OF S 1/2
OF SW 1/4 OF SW 1/4 (LESS
RD)

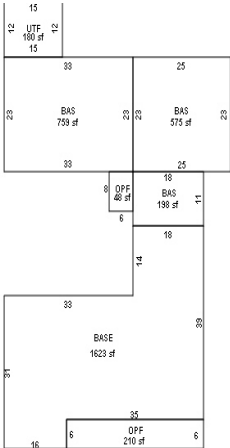
Taxes			
Taxing Authority	Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT	\$864,522	\$0	\$864,522
SJWM(Saint Johns Water Management)	\$864,522	\$0	\$864,522
FIRE	\$864,522	\$0	\$864,522
COUNTY GENERAL FUND	\$864,522	\$0	\$864,522
Schools	\$864,522	\$0	\$864,522

Sales						
Description	Date	Book	Page	Amount	Qualified	Vac/Imp
WARRANTY DEED	11/17/2023	10540	1079	\$850,000	Yes	Improved
WARRANTY DEED	11/09/2023	10539	1887	\$700,000	Yes	Improved
QUIT CLAIM DEED	01/01/2011	07518	1477	\$100	No	Improved
QUIT CLAIM DEED	01/01/1986	02008	1517	\$100	No	Improved
WARRANTY DEED	07/01/1980	01285	1099	\$100	No	Improved
WARRANTY DEED	04/01/1980	01275	0015	\$97,500	Yes	Improved

Land					
Method	Frontage	Depth	Units	Units Price	Land Value
ACREAGE			5.41	\$113,000.00	\$611,330

Building Information

#	Description	Year Built**	Bed	Bath	Fixtures	Base Area	Total SF	Living SF	Ext Wall	Adj Value	Repl Value	Appendages	
1	SINGLE FAMILY	1968	5	2.5	8	1,623	3,593	3,155	CONC BLOCK	\$251,992	\$395,281	Description	Area
												OPEN PORCH FINISHED	210.00
												BASE	198.00
												BASE	575.00
												OPEN PORCH FINISHED	48.00
												BASE	759.00
												UTILITY FINISHED	180.00



Sketch by Apex Medina™

Building 1 - Page 1

** Year Built (Actual / Effective)

Permits					
Permit #	Description	Agency	Amount	CO Date	Permit Date
04352	CHANGE OUT A/C	County	\$3,300		6/1/1994
00347	REROOF	County	\$7,000		1/18/2012

Extra Features				
Description	Year Built	Units	Value	New Cost
FIREPLACE 1	10/01/1979	1	\$1,200	\$3,000

Zoning								
Zoning		Zoning Description		Future Land Use		Future Land Use Description		
R-1AAA		Low Density Residential		LDR		Single Family-13500		
Utility Information								
Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
27.00	DUKE	AT&T	SEMINOLE COUNTY UTILITIES	SEMINOLE COUNTY UTILITIES	TUE/FRI	TUE/FRI	WED	Waste Pro
Political Representation								
Commissioner		US Congress		State House		State Senate		Voting Precinct
Dist 1 - Bob Dallari		Dist 7 - Cory Mills		Dist 38 - DAVID SMITH		Dist 10 - Jason Brodeur		69
School Information								
Elementary School District			Middle School District			High School District		
Rainbow			Tuskawilla			Lake Howell		
Copyright 2024 © Seminole County Property Appraiser								

**OPERATING AGREEMENT
MEMBER MANAGED**

DATE: April 25, 2022

PARTIES: LUCIA LAUREIRO & BERNARDO PANDOLFI

RECITAL:

The parties to this agreement (the "Members") are entering into this agreement for the purpose of forming a limited liability company under the Limited Liability Company Act of the state of Wyoming (the "Act").

AGREEMENTS:

1. FORMATION

1.1 Name. The name of this limited liability company (the "Company") is **GUINCHE LLC.**

1.2 Articles of Organization. Articles of organization for the Company were filed with the Secretary of State for the state of Wyoming on April 13, 2022.

1.3 Duration. The Company will exist until dissolved as provided in this agreement.

1.4 Principal Office. The Company's principal office will initially be at 328 CRANDON BLVD, SUITE 119-356 , KEY BISCAYNE, FL 33149, but it may be relocated by the Members at any time.

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1.5 Designated Office and Agent for Service of Process. The Company's initial designated office will be at 328 CRANDON BLVD, SUITE 119-356 , KEY BISCAYNE, FL 33149 and the name of its initial agent for service of process at that address will be LEGALINC CORPORATE SERVICES INC. The Company's designated office and its agent for service of process may only be changed by filing notice of the change with the Secretary of State of the state in which the articles of organization of the Company were filed.

1.6 Purposes and Powers. The Company is formed for the purpose of engaging in any lawful activity in compliance with Wyoming regulations and US Federal Laws.

1.7 Title to Assets. Title to all assets of the Company will be held in the name of the Company. No Member has any right to the assets of the Company or any ownership interest in those assets except indirectly as a result of the Member's ownership of an interest in the Company. No Member has any right to partition any assets of the Company or any right to receive any specific assets upon liquidation of the Company or upon any other distribution from the Company.

2. MEMBERS, CONTRIBUTIONS, AND INTERESTS

2.1 Initial Members. The names and addresses of the Members of the Company, the amounts of their initial capital contributions, and their initial Ownership Interests are:

<u>Name</u>	<u>Contribution</u>	<u>Ownership Interest</u>
BERNADO PANDOLFI	\$ 600	60%
LUCIA LAUREIRO	\$ 400	40%

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Each Member's Ownership Interest at any time will be determined by the ratio of the Member's aggregate capital contributions to the aggregate capital contributions of all Members.

2.2 Initial Capital Contributions. The initial capital contributions of the members must be paid to the Company, in cash, immediately after all parties have signed this agreement.

2.3 Additional Members. Except as otherwise provided in the section of this agreement relating to substitution, additional Members of the Company may be admitted only with the consent of all Members.

2.4 Additional Contributions. Except as otherwise provided in the Act, no Member will be required to contribute additional capital to the Company. Additional capital contributions to the Company may be made by the Members only with the Members' unanimous approval. If the Members approve additional capital contributions, the Members must set a maximum amount for such contributions that will be accepted from the Members. Each Member will then have the right, but not the obligation, to contribute a pro rata share of the maximum based upon the Member's Ownership Interest. If any Member elects to contribute less than the Member's pro rata share of the maximum, the other Members may contribute the difference on a pro rata basis in accordance with their Ownership Interests or on any other basis they may agree upon.

2.5 No Interest on Capital Contributions. No interest will be paid on capital contributions.

2.6 Capital Accounts. An individual capital account will be maintained for each Member. A Member's capital account will be credited with all capital contributions

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made by the Member and with all income and gain (including any income exempt from federal income tax) allocated to the Member. A Member's capital account will be charged with the amount of all distributions made to the Member and with all losses and deductions (including deductions attributable to tax-exempt income) allocated to the Member. Members' capital accounts must be maintained in accordance with the federal income tax accounting principles prescribed in Treasury Regulations §1.704-1(b)(2)(iv).

3. ALLOCATION OF PROFITS AND LOSSES

3.1 Determination. The net profit or net loss of the Company for each fiscal year will be determined according to the accounting principles employed in the preparation of the Company's federal income tax information return for that fiscal year. In computing net profit or net loss for purposes of allocation among the Members, no special provision will be made for taxexempt or partially taxexempt income of the Company, and all items of the Company's income, gain, loss, or deduction required to be separately stated under IRC §703(a)(1) will be included in the net profit or net loss of the Company.

3.2 Allocation of Net Profits and Net Losses. The net profit or net loss of the Company for a fiscal year will be allocated among the Members in proportion to their Ownership Interests.

3.3 Allocations Solely for Tax Purposes. In accordance with IRC §704(c) and the corresponding regulations, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company will be allocated among the Members, solely for income tax purposes, so as to take into account any variation between the adjusted basis of such property for federal income tax purposes in the hands of the Company and the agreed value of such property as set forth in this agreement, or in any document entered into at the time an additional contribution is

made to the Company. Any elections or other decisions relating to the allocations to be made under this section will be made by action of the Members. The allocations to be made under this section are solely for purposes of federal, state, and local income taxes and will not affect, or in any way be taken into account in computing, any Member's capital account, allocable share of the net profits and net losses of the Company, or right to distributions.

3.4 Prorates. If a Member has not been a Member during a full fiscal year of the Company, or if a Member's Ownership Interest in the Company changes during a fiscal year, the net profit or net loss for the year will be allocated to the Member based only on the period of time during which the Member was a Member or held a particular Ownership Interest. In determining a Member's share of the net profit or net loss for a fiscal year, the Members may allocate the net profit or net loss ratably on a daily basis using the Company's usual method of accounting. Alternatively, the Members may separate the Company's fiscal year into two or more segments and allocate the net profits or net losses for each segment among the persons who were Members, or who held particular Ownership Interests, during each segment based upon their Ownership Interests during that segment.

4. DISTRIBUTIONS

4.1 Distributions to Pay Taxes. To enable the Members to pay taxes on income of the Company that is taxable to the Members, the Company must make cash distributions to the Members. During each fiscal year the Company must distribute an amount equal to the product of (a) the highest aggregate rate of federal, state, and local income and self-employment tax imposed on the Company's income for that fiscal year (taking into account the deductibility of state and local income taxes for federal income tax purposes) allocated to any Member who was a Member for the full fiscal year times (b) the amount of the taxable income of the Company allocated to all Members for that

fiscal year. Distributions must be paid at least quarterly during each fiscal year at times that coincide with the Members' payment of estimated taxes, and the amount of each distribution will be based upon the anticipated taxable income of the Company for the fiscal year of the distribution and the anticipated tax rates of Members, as determined at the time the distribution is made. The Company's obligation to make distributions under this section is subject to the restrictions governing distributions under the Act.

4.2 Additional Distributions. Subject to the restrictions governing distributions under the Act, additional distributions of cash or property may be made from time to time by the Company to the Members, at such times and in such amounts as the Members determine.

4.3 Allocation of Distributions. All distributions to pay taxes and additional distributions must be made to Members in proportion to their Ownership Interests.

5. ADMINISTRATION OF COMPANY BUSINESS

5.1 Management. All Members have the right to participate in the management and conduct of the Company's business. Subject to the limitations imposed by this agreement or by action of the Members, **each Manager is an agent of the Company and has authority to bind the Company in the ordinary course of the Company's business, and each of them has the authority to open, administer or close bank accounts and investment accounts in the name of the Company.**

5.2 Actions by Members. Except as otherwise provided in this agreement, all decisions requiring action of the Members or relating to the business or affairs of the Company will be decided by the affirmative vote or consent of Members holding a majority of the Ownership Interests. Members may act with or without a meeting, and

any Member may participate in any meeting by written proxy or by any means of communication reasonable under the circumstances.

5.3 Approval of Other Members Required. In addition to the other actions requiring unanimous Member approval under the terms of this agreement, no Member has authority to do any of the following without the prior written consent of all other Members:

5.3.1 To sell, lease, exchange, mortgage, pledge, or otherwise transfer or dispose of all or substantially all of the property or assets of the Company;

5.3.2 To merge the Company with any other entity;

5.3.3 To amend the articles of organization of the Company or this agreement;

5.3.4 To incur indebtedness by the Company other than in the ordinary course of business;

5.3.5 To authorize a transaction involving an actual or potential conflict of interest between a Member and the Company;

5.3.6 To change the nature of the business of the Company; or

5.3.7 To commence a voluntary bankruptcy case for the Company.

5.4 Devotion of Time; Outside Activities. Each of the Members must devote so much time and attention to the business of the Company as the Members agree is appropriate. Members may engage in business and investment activities

outside the Company, and neither the Company nor the other Members have any rights to the property, profits, or benefits of such activities. But no Member may, without the consent of all other Members, enter into any business or investment activity that is competitive with the business of the Company, or use any property or assets of the Company other than for the operation of the Company's business. For this purpose, the property and assets of the Company include, without limitation, information developed for the Company, opportunities offered to the Company, and other information or opportunities entrusted to a Member as a result of being a Member of the Company.

5.5 Compensation and Reimbursement. Members who render services to the Company are entitled to such compensation as may be agreed upon by the Members from time to time. Any compensation paid to a Member for services rendered will be treated as an expense of the Company and a guaranteed payment within the meaning of IRC §707(c), and the amount of the compensation will not be charged against the share of profits of the Company that would otherwise be allocated to the Member. Members are also entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

5.6 Self Interest. A Member does not violate any duty or obligation to the Company merely as a result of engaging in conduct that furthers the interest of the Member. A Member may lend money or transact other business with the Company, and, in this case, the rights and obligations of the Member will be the same as those of a person who is not a Member, so long as the loan or other transaction has been approved or ratified by the Members. Unless otherwise provided by applicable law, a Member with a financial interest in the outcome of a particular action is nevertheless entitled to vote on such action.

6. ACCOUNTING AND RECORDS

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6.1 Books of Account. The Members must keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business and for the carrying out of this agreement. At a minimum, the following must be maintained at the principal office of the Company: (a) financial statements for the three most recent fiscal years; (b) federal, state, and local income tax returns for the three most recent fiscal years; (c) a register showing the current names and addresses of the Members; (d) a copy of the Company's articles of organization and any amendments thereto; (e) this agreement and any amendments thereto; (f) minutes of any meetings of Members; and (g) consents to action by Members. Each Member will have access to all such books and records at all times.

6.2 Fiscal Year. The fiscal year of the Company will be the calendar year.

6.3 Accounting Reports. Within 90 days after the close of each fiscal year, Company must deliver to each Member an unaudited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of the year and a profit and loss statement for the year.

6.4 Tax Returns. The Company must prepare and file on a timely basis all required federal, state, and local income tax and other tax returns. Within 90 days after the end of each fiscal year, the Company must deliver to each Member a Schedule K-1, showing the amounts of any distributions, contributions, income, gain, loss, deductions, or credits allocated to the Member during the fiscal year.

6.5 Tax Matters Partner. Anytime the Company has more than 10 Members, any Member is an entity other than an estate or a C corporation, or any Member is a nonresident alien individual, the Members must designate one of the Members as the

tax matters partner of the Company in accordance with IRC §6231(a)(7) and keep such designation in effect at all times.

7. DISSOCIATION AND DISSOLUTION

7.1 Withdrawal. A Member may withdraw from the Company only after giving notice of withdrawal to the other Members at least 90 days prior to the effective date of the withdrawal.

7.2 Expulsion. A Member may be expelled from the Company by an affirmative vote of the Members holding a majority of the Ownership Interests held by Members other than the expelled Member if the expelled Member has been guilty of wrongful conduct that adversely and materially affects the business or affairs of the Company, or the expelled Member has willfully or persistently committed a material breach of the articles of organization of the Company or this agreement or has otherwise breached a duty owed to the Company or to the other Members to the extent that it is not reasonably practicable to carry on the business or affairs of the Company with that Member. The right to expel a Member under the provisions of this section does not limit or adversely affect any right or power of the Company or the other Members to recover any damages from the expelled Member or to pursue other remedies permitted under applicable law or in equity. In addition to any other remedies, the Company or the other Members may offset any such damages against any amounts otherwise distributable or payable to the expelled Member.

7.3 Events of Dissolution. Except as otherwise provided in this agreement, the Company will dissolve upon the earliest of: (a) the death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of any Member; (b) approval of a dissolution of the Company by unanimous consent of the Members; or (c) at such time as the Company has no members.

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7.4 Effect of Member's Dissociation. Within 120 days following the death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of a Member, the other Members (whether one or more) may elect to continue the Company by themselves or with others, and to cause the Company to purchase the interest of the dissociating Member pursuant to the provisions of the sections of this agreement relating to purchase price and payment for member's interest. Making the election is in the sole discretion of the other Members and requires the consent of other Members holding a majority of the Ownership Interests held by the other Members. Notice of the election must be given in writing to the dissociating Member or the dissociating Member's successor in interest promptly after the election is made. If the other Members do not so elect, the Company will be dissolved.

7.5 Purchase Price. If the other Members elect to cause the Company to purchase the interest of a dissociating Member under the section of this agreement relating to effect of member's dissociation, the purchase price of the dissociating Member's interest in the Company will be determined by agreement between the other Members (acting by vote) and the dissociating Member. If an agreement on the purchase price is not reached within 30 days following the election to purchase the interest of the dissociating Member, the interest must be valued by a third party appraiser selected by the other Members who is reasonably acceptable to the dissociating Member, and the purchase price will be the value determined in that appraisal. In appraising the interest to be purchased, the appraiser must determine the fair market value of the interest as of the date of the event of dissociation. In determining the value, the appraiser must consider the greater of the liquidation value of the Company or the value of the Company based upon a sale of the Company as a going concern. The appraiser must also consider appropriate minority interest, lack of marketability, and other discounts. If the appraisal is not completed within 120 days following the election to purchase the interest of the dissociating Member, either the

other Members or the dissociating Member may apply to a court of competent jurisdiction for the appointment of another appraiser, in which case the court-appointed appraiser must appraise the interest of the dissociating Member in accordance with the standards set forth in this section, and the purchase price will be the value determined in that appraisal.

7.6 Payment for Member's Interest. The purchase price for the interest of a Member purchased under the section of this agreement relating to effect of member's dissociation will be paid as follows:

7.6.1 The purchase price will bear interest from the date of the election of the other Members to purchase the dissociating Member's interest at the prime rate of interest in effect on the date of the election as quoted in The Wall Street Journal or, if that publication is not available, another reputable national publication selected by the other Members that is reasonably acceptable to the dissociating Member.

7.6.2 The purchase price will be payable in accordance with the terms of a promissory note of the Company providing for the payment of the principal amount in 60 equal monthly installments, including interest on the unpaid balance, with the first installment to be due one month after the date of closing and an additional installment to be due on the same day of each month thereafter until the promissory note is paid in full. The promissory note will bear interest from the date of the closing at the rate specified above. The promissory note must provide that if any installment is not paid when due, the holder may declare the entire remaining balance, together with all accrued interest, immediately due and payable. Partial or complete prepayment of the remaining balance due under the promissory note will be permitted at any time without penalty, provided

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that any partial prepayment will not affect the amount or regularity of payments coming due thereafter.

7.6.3 The purchase must be closed within 30 days following the determination of the purchase price. At the closing, the dissociating Member must sign and deliver to the Company a written assignment transferring the entire interest of the dissociating Member in the Company to the Company free and clear of all encumbrances. Such assignment must contain warranties of title and good right to transfer. At the closing, the Company must pay the accrued interest on the purchase price then due to the dissociating Member, and the Company must also deliver its promissory note to the dissociating Member. Each of the other Members must sign and deliver to the dissociating Member a security agreement granting a security interest to the dissociating Member in that percentage of the interest of each of the other Members in the Company equal to the Ownership Interest of the dissociating Member being purchased by the Company. The security agreement must be in a form reasonably acceptable to the attorney for the dissociating Member and will secure payment of the promissory note by the Company. The security agreement must provide that if there is a default in the payment of the promissory note by the Company and the security interest is foreclosed or the interest in the Company is retained by the secured party in satisfaction of the indebtedness, the interest may be transferred without the necessity of tendering the interest to the Company under the section of this agreement relating to tender of interest and the person acquiring the interest in the Company will be admitted as a member of the Company without further consent of the Members being required.

As an example of the operation of this provision, if the Ownership Interest of a dissociating Member was 25% and there are three other Members, each with an Ownership Interest of 33-1/3% after

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the purchase of the dissociating Member's Ownership Interest by the Company, each of the other Members would be required to grant the dissociating Member a security interest in an Ownership Interest of 8-1/3%.

7.7 Effect of Purchase of Member's Interest. A dissociating Member will cease to be a Member upon the election of the other Members to cause the Company to purchase the dissociating Member's interest pursuant to the section of this agreement relating to effect of member's dissociation. Thereafter, the dissociating Member will have no rights as a Member in the Company, except the right to have the dissociating Member's interest purchased in accordance with the terms of this agreement.

7.8 Successor in Interest. For purposes of this section relating to dissociation and dissolution, the term "dissociating Member" includes the dissociating Member's successor in interest.

8. WINDING UP AND LIQUIDATION

8.1 Liquidation Upon Dissolution. Upon the dissolution of the Company, the Members must wind up the affairs of the Company unless the dissolution results from the dissociation of a Member and the other Members elect to continue the Company under the provisions of this agreement relating to effect of member's dissociation. If the affairs of the Company are wound up, a full account must be taken of the assets and liabilities of the Company, and the assets of the Company must be promptly liquidated. Following liquidation of the assets of the Company, the proceeds must be applied and distributed in the following order of priority:

8.1.1 To creditors of the Company in satisfaction of liabilities and obligations of the Company, including, to the extent permitted by law, liabilities

and obligations owed to Members as creditors (except liabilities for unpaid distributions);

8.1.2 To any reserves set up for contingent or unliquidated liabilities or obligations of the Company deemed reasonably necessary by the Members, which reserves may be paid over to an escrow agent by the Members to be held by such escrow agent for disbursement in satisfaction of the liabilities and obligations of the Company, with any excess being distributed to the Members as provided below; and

8.1.3 To Members in proportion to the positive balances of their capital accounts, after taking into account all adjustments made to capital accounts for the fiscal year during which the distributions to Members are made.

8.2 Distribution of Property in Kind. With approval of the Members, property of the Company may be distributed in kind in the process of winding up and liquidation. Any property distributed in kind will be valued and treated for the Company's accounting purposes, in accordance with Treasury Regulations §1.704-1(b)(2)(iv)(e)(1), as though the property distributed had been sold at fair market value on the date of distribution. If property is distributed in kind, the difference between the fair market value of the property and its adjusted tax basis will, solely for the Company's accounting purposes and to adjust the Members' capital accounts, be treated as a gain or loss on the sale of the property and will be credited or charged to the Members' capital accounts in the manner specified in the section of this agreement relating to capital accounts.

8.3 Negative Capital Accounts. If any Member has a negative balance in the Member's capital account upon liquidation of the Company, the Member will have no obligation to make any contribution to the capital of the Company to make up the deficit,

...

and the deficit will not be considered a debt owed to the Company or any other person for any purpose.

9. TRANSFER OF MEMBERS' INTERESTS

9.1 General Restrictions. No Member may transfer all or any part of such Member's interest as a member of the Company except as permitted in this agreement. Any purported transfer of an interest or a part of an interest in violation of the terms of this agreement will be null and void and of no effect. For purposes of this section a "transfer" includes a sale, exchange, pledge, or other disposition, voluntarily or by operation of law.

9.2 Permitted Transfers. A Member may transfer all or a part of the Member's interest in the Company with the prior written consent of all other Members. If the other Members do not consent to a particular transfer, the Member may transfer all or a part of the Member's interest if such interest or part has been tendered for sale to the Company in accordance with the section of this agreement relating to tender of interest, the tender has not been accepted within the time limit set forth in that section, the transfer is made to the transferee named in the notice of tender within 180 days after the notice of tender is effective, and the transfer is at a price and upon terms no more favorable to the transferee than those set forth in the notice of tender.

9.3 Tender of Interest. If a Member wishes to transfer all or part of the Member's interest in the Company and the other Members do not consent, the interest or the part to be transferred must be tendered to the Company by giving written notice of such tender to the Company. Such notice must contain the name and address of the proposed transferee, the price to be paid by the proposed transferee for the interest, if any, and the terms of the proposed transfer. If a Member's interest is transferred by operation of law, the successor in interest to the transferring Member may give the

required notice of tender to the Company at any time following the transfer, and such successor in interest will be deemed to have given the notice of tender at the time any other Member gives notice to the successor in interest and to all other Members of the failure to give the notice of tender. Within 30 days after a notice of tender is given, the other Members may accept the tender on behalf of the Company and have the Company purchase the interest tendered for the lesser of the price set forth in the notice of tender (if the proposed transfer is to be by sale) or the price applicable to the purchase of a Member's interest pursuant to the section of this agreement relating to the effect of member's dissociation. The tender must be accepted on behalf of the Company by giving notice of acceptance to the transferring Member or the transferring Member's successor in interest. The purchase may, at the option of the other Members, be on the terms set forth in the notice of tender, if any, or the terms set forth in the section of this agreement relating to payment for member's interest. For purposes of those provisions, the date of the acceptance of tender will be deemed to be the date on which the other Members elected to purchase the interest of a dissociating Member.

9.4 Effect of Tender. The Member tendering the interest will cease to be a Member with respect to the tendered interest upon an acceptance of the tender by the Company. Thereafter, the Member tendering the interest will have no rights as a Member in the Company, except the right to have the tendered interest purchased in accordance with the terms of this agreement.

9.5 Substitution. If the interest of a Member is transferred, the transferee of the interest may be admitted as a Member of the Company if the transferee executes and delivers to the Company a written agreement to be bound by all of the terms and provisions of this agreement. But the transferee is entitled to be admitted as a Member only if all of the other Members consent to the admission of the transferee as a Member, and this consent may be withheld reasonably or unreasonably. If a Member who is the

only member of the Company transfers the Member's entire interest, the transferee will be admitted as a Member of the Company effective upon the transfer without the requirement of an agreement to be bound by this agreement or consent. If the transferee is not admitted as a Member, the transferee will have the right only to receive, to the extent assigned, the distributions from the Company to which the transferor would be entitled. Such transferee will not have the right to exercise the rights of a Member, including, without limitation, the right to vote or inspect or obtain records of the Company.

10. INDEMNIFICATION AND LIABILITY LIMITATION

10.1 Indemnification. Except as otherwise provided in this section, the Company must indemnify each of the Members to the fullest extent permissible under the law of the state in which the articles of organization of the Company have been filed, as the same exists or may hereafter be amended, against all liability, loss, and costs (including, without limitation, attorneys' fees) incurred or suffered by the Member by reason of or arising from the fact that the Member is or was a member of the Company, or is or was serving at the request of the Company as a manager, member, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the Members, provide indemnification to employees and agents of the Company who are not Members. The indemnification provided in this section is not exclusive of any other rights to which any person may be entitled under any statute, agreement, resolution of Members, contract, or otherwise. But despite any other provision of this agreement, the Company has no obligation to indemnify a Member for:

10.1.1 Any breach of the Member's duty of loyalty to the Company;

...

10.1.2 Acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law;

10.1.3 Any unlawful distribution under the Act; or

10.1.4 Any transaction in which the Member derives improper personal benefit.

10.2 Limitation of Liability. No Member of the Company is liable to the Company or to the other Members for monetary damages resulting from the Member's conduct as a Member except to the extent that the Act, as it now exists or may be amended in the future, prohibits the elimination or limitation of liability of members of limited liability companies. No repeal or amendment of this section or of the Act will adversely affect any right or protection of a Member for actions or omissions prior to the repeal or amendment.

11. MISCELLANEOUS PROVISIONS

11.1 Amendment. The Members may amend or repeal all or part of this agreement by unanimous written agreement. This agreement may not be amended or repealed by oral agreement of the Members.

11.2 Binding Effect. The provisions of this agreement will be binding upon and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the Members. But this section may not be construed as a modification of any restriction on transfer set forth in this agreement.

11.3 Notice. Except as otherwise provided in other sections of this agreement, any notice or other communication required or permitted to be given under this agreement must be in writing and must be mailed by certified mail, return receipt

requested, with postage prepaid. Notices addressed to a Member must be addressed to the Member's address listed in the section of this agreement relating to initial members, or if there is no such address listed for a Member, the address of the Member shown on the records of the Company. Notices addressed to the Company must be addressed to its principal office. The address of a Member or the Company to which notices or other communications are to be mailed may be changed from time to time by the Member's or the Company's giving written notice to the other Members and the Company. All notices and other communications will be deemed to be given at the expiration of three days after the date of mailing.

11.4 Litigation Expense. If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this agreement, including any proceeding in the United States Bankruptcy Court, the prevailing party in such proceeding will be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.

11.5 Additional Documents. Each Member must execute such additional documents and take such actions as are reasonably requested by the other Members in order to complete or confirm the transactions contemplated by this agreement.

11.6 Counterparts. This agreement may be executed in two or more counterparts, which together will constitute one agreement.

11.7 Governing Law. This agreement will be governed by the law of the state in which the articles of organization of the Company have been filed.

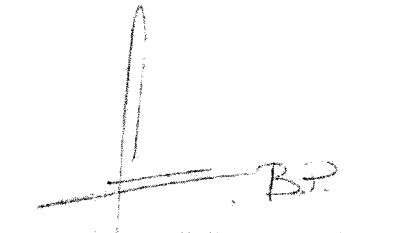
11.8 Severability. If any provision of this agreement is invalid or unenforceable, it will not affect the remaining provisions.

11.9 Third-Party Beneficiaries. The provisions of this agreement are intended solely for the benefit of the Members and create no rights or obligations enforceable by any third party, including creditors of the Company, except as otherwise provided by applicable law.

11.10 Authority. Each individual executing this agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this agreement constitutes a legally binding obligation of the corporation or other entity that the individual represents.



LUCIA LAUREIRO



BERNARDO PANDOLFI

DATE: April 25, 2022.



GEOTECHNICAL EXPLORATION

BROOKS LANE SUBDIVISION
1480 BROOKS LANE
OVEIDO, SEMINOLE COUNTY, FLORIDA

UES PROJECT NO. 0130.2300263.0001
UES REPORT NO. 2039548

PREPARED FOR:

Genesis Homes
7550 Southland Blvd., Suite 105
Orlando, FL 32809

Attention: Mr. Berhan Inanc

PREPARED BY:

Universal Engineering Sciences, LLC
3532 Maggie Boulevard
Orlando, Florida 32811
(407) 423-0504

September 13, 2023



Materials Testing
Geotechnical Engineering
Environmental
Building Sciences & Safety
Inspections & Code Compliance
Virtual Design Consulting

September 13, 2023

Genesis Homes
7550 Southland Blvd., Suite 105
Orlando, FL 32809

Attention: Mr. Berhan Inanc
berhan@genesiskontractor.com

Reference: **Geotechnical Exploration**
Brooks Lane Subdivision
1480 Brooks Lane
Oveido, Seminole County, Florida
UES Project No. 0130.2300263.0001
UES Report No. 2039548

Dear Mr. Inanc:

UES has completed a geotechnical exploration at the above referenced site in Seminole County, Florida. The scope of our exploration was planned in conjunction with and authorized by you. This exploration was performed in accordance with UES Proposal Nos. 2029156 & 2034727v2, dated July 13, 2023 & August 22, 2023, and generally accepted soil and foundation engineering practices. No other warranty, express or implied, is made.

The following report presents the results of our field exploration with a geotechnical engineering interpretation of those results with respect to the project characteristics as provided to us. We have included our estimates of the seasonal high groundwater level at the boring locations and geotechnical recommendations for residential lot suitability, pavement design, site preparation, and stormwater design. **Note that boring B-05, B-11, B-12, B-13 encountered a buried layer of unsuitable organic material. These organic soils will require some form of mitigation as outlined in this report.**

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully Submitted,
UNIVERSAL ENGINEERING SCIENCES, LLC
Certificate of Authorization No. 549

Luke G. Shafer, E.I.
Geotechnical Staff Engineer

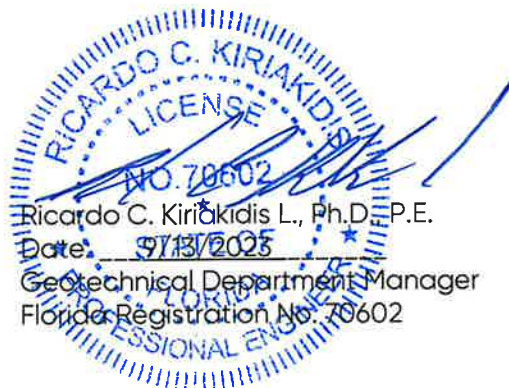
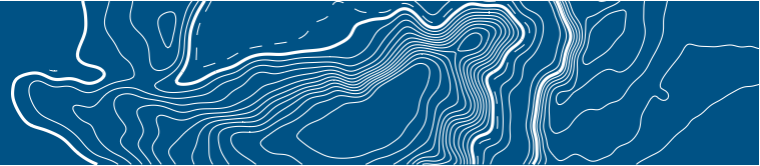




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1.0 PROJECT DESCRIPTION

We understand the proposed project will consist of the design and construction of a new residential subdivision located in Seminole County, Florida. The site is located at 1480 Brooks Lane in Oviedo, Florida. We were provided with a copy of the Conceptual Site Plan showing the proposed site improvements as well as the requested boring locations. The site plan identified 12 residential lots, one (1) stormwater management area, and associated paved roadways.

UES previously explored this site in July 2023, during that exploration we encountered highly organic soils at boring B-05. Based on that exploration we have been requested to further explore the remaining lots within the proposed development.

Although detailed loading conditions were not provided, we have assumed that the maximum loadings for the proposed structures will not exceed 25 kips per column and 4 kips per linear foot for structural walls. We have assumed that the finished floor elevation of the new building will be near existing grade.

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our report and revise or modify our engineering recommendations accordingly, as needed.

No site or project facilities/improvements, other than those described herein, should be designed using the soil information presented in this report. Moreover, UES will not be responsible for the performance of any site improvement so designed and constructed.

2.0 PURPOSE

The purposes of this exploration were:

- to explore and evaluate the subsurface conditions at the site with special attention to potential problems that may impact the proposed development,
- to provide our estimates of the seasonal high groundwater level at the boring locations and
- to provide geotechnical engineering recommendations for residential lot suitability, pavement design, site preparation and stormwater pond parameters.

This report presents an evaluation of site conditions on the basis of geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. We would be glad to provide you with a proposal for these services at your request.

Our exploration was not designed to specifically address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. This evaluation requires a more extensive range of field services than those performed in this study. We would be pleased to conduct an exploration to evaluate the probable effect of the regional geology upon the proposed construction, if you so desire.

3.0 SITE DESCRIPTION

The subject site is located within Section 19, Township 21 South, Range 31 East in Seminole County, Florida. More specifically, the subject property is located at 1480 Brooks Lane in Oviedo, Florida, as shown on the attached Figure A-1. At the time of drilling, the site was a grassy and sandy lot with some trees and a single family home.

3.1 SOIL SURVEY

There are two (2) native soil types mapped within the general vicinity of the site according to the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Soil Survey of Seminole County. A brief summary of the mapped surficial soil types are presented in Table I.

TABLE I
SUMMARY OF PUBLISHED SOIL DATA¹

Soil Symbol	Soil Type	Hydrologic Group	Drainage Characteristics	Depth to Published Seasonal High GWT ² (feet)
10	Basinger, Samsula , and Hontoon soils, depressional	A/D	Very Poorly Drained	0
20	Myakka and EauGallie fine sands	A/D	Poorly drained	½ to 1½

¹ Data obtained from the NRCS online webpage, accessed on 9/12/2023

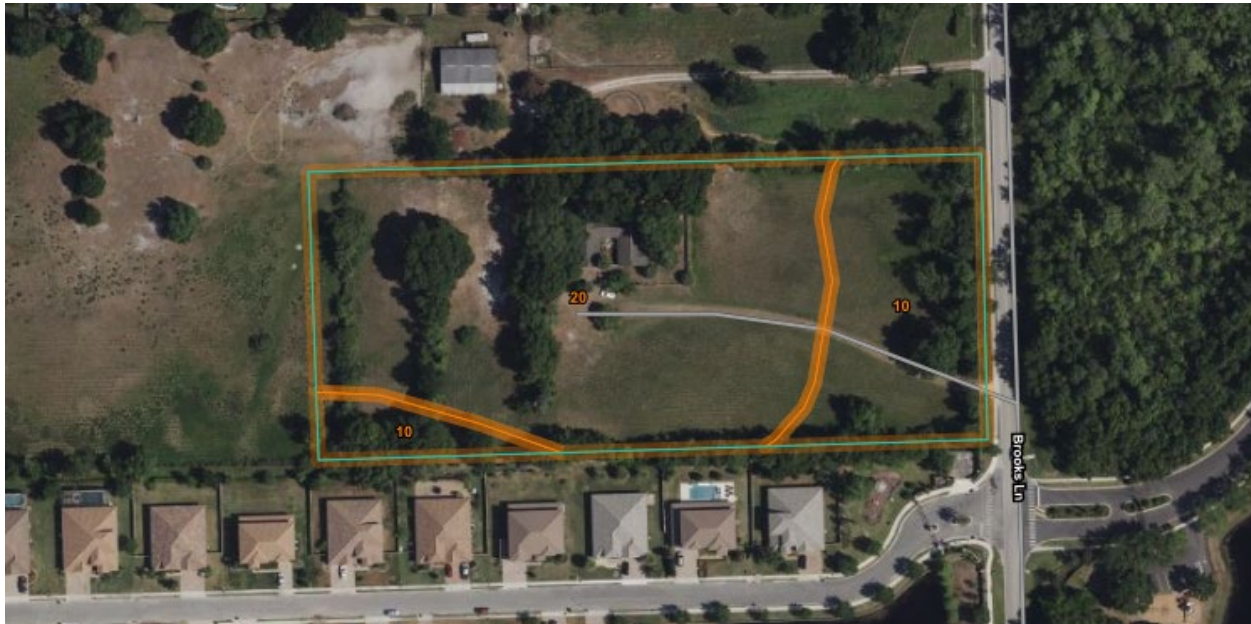


Figure I: Web Soil Survey

(Image obtained from the USDA NRCS Web Soil Survey online webpage, accessed on 9/12/2023)

3.2 TOPOGRAPHY

According to information obtained from the United States Geologic Survey (USGS) "Casselberry, Florida" quadrangle map, the pre-development ground surface elevation across the site area was approximately +40 to +45 feet National Geodetic Vertical Datum (NGVD). A copy of a portion of the USGS Map is included in Appendix A.

4.0 SCOPE OF SERVICES

The services conducted by UES during our geotechnical exploration were as follows:

July 28 to July 31, 2023 Exploration

- Drilled Six (6) Standard Penetration Test (SPT) borings within the proposed lots to a depth of 20 to 30 feet below existing land surface (bls).
- Drilled three (3) SPT borings within the proposed pavement area to a depth of 10 feet bls.
- Drilled one (1) Standard Penetration Test (SPT) borings within the proposed pond to a depth of 15 feet below existing land surface (bls).

August 29 to 31, 2023 Exploration

- Drilled seven (7) SPT Boring within the proposed lot area to a depth of 25 feet below existing land surface (bls)

Combined Explorations

- Secured samples of representative soils encountered in the soil borings for review, laboratory analysis and classification by a Geotechnical Engineer.
- Measured the existing site groundwater levels and provide an estimate of the seasonal high groundwater level at the testing locations.
- Conducted laboratory testing on selected soil samples obtained in the field to determine their engineering properties.
- Assessed the existing soil conditions with respect to the proposed construction.
- Prepared a report which documents the results of our exploration and analysis with geotechnical engineering recommendations.

5.0 FIELD EXPLORATION

The SPT borings were performed with a truck mounted drilling rig. Horizontal and vertical survey control was not provided for the test locations prior to our field exploration program. UES located the test borings by using the provided site plan, measuring from existing on-site landmarks shown on an aerial photograph, and by using handheld GPS devices. The indicated test locations should be considered accurate to the degree of the methodologies used. The approximate boring locations are shown in Appendix B.

The SPT borings, designated B-01 through B-13, R-01 through R-03, and P-01 on the attached Boring Location Plan in Appendix B, were performed in general accordance with the procedures of ASTM D 1586 "Standard Method for Penetration Test and Split-Barrel Sampling of Soils". SPT sampling was performed continuously to 10 feet to detect variations in the near surface soil profile and on approximate 5 feet centers thereafter.

Ground surface elevations at the boring locations would be beneficial to help us to identify any anomalies in our measured and estimated seasonal high groundwater levels, as well as improve the usefulness the groundwater information during the civil engineering design of the site.

6.0 LABORATORY TESTING

The soil samples recovered from the test borings and hand auger were returned to our laboratory and visually classified in general accordance with ASTM D 2487 "Standard Classification of Soils for Engineering Purposes" (Unified Soil Classification System). We selected representative soil samples from the borings for laboratory testing to aid in classifying the soils and to help to evaluate the general engineering characteristics of the site soils. The results of these tests are shown on the boring logs in Appendix B. A summary of the tests performed is shown in Table II.

TABLE II
LABORATORY METHODOLOGIES

Test Performed	Number Performed	Reference
Moisture Content	11	ASTM D 2216 "Laboratory Determination of Water (Moisture) Content of Soil by Mass"
Grain Size Analysis (#200 wash only)	3	ASTM D 1140 "Amount of Material in Soils Finer than the No. 200 (75 - μ m) sieve"
Soil Sieve Analysis	4	ASTM D 6913 "Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis"
Organic Content	5	ASTM D 2974 "Standard Test Method for Moisture, Ash, and Organic Matter of Peat and other Organic Soils"

7.0 SUBSURFACE CONDITIONS

7.1 GENERALIZED SOIL PROFILE

The results of our field exploration and laboratory analysis, together with pertinent information obtained from the SPT borings, such as soil profiles, penetration resistance and groundwater levels are shown on the boring logs included in Appendix B. The Key to Boring Logs, Soil Classification Chart is also included in Appendix B.

The soil profiles were prepared from field logs after the recovered soil samples were examined by a Geotechnical Engineer. The stratification lines shown on the boring logs represent the approximate boundaries between soil types, and may not depict exact subsurface soil conditions. The actual soil boundaries may be more transitional than depicted. A generalized profile of the soils encountered at our boring locations is presented in Table III. For detailed soil profile, please refer to the attached boring logs.

TABLE III
GENERALIZED SOIL PROFILE

Typical Depth (feet, bls)		Soil Description	Range of SPT "N" Values (blows/ft)
From	To		
Surface	18	Very loose to dense fine SAND with varied silt fine contents [SP, SP-SM, SM] with some occasional organics [SP-OL]. Note that borings B-06, B-09, B-11, & R-03 encountered a layer of buried <u>organics</u>.	2 to 40
18	30*	Very loose to very dense fine SAND with varied silt fine contents [SP, SP-SM] with many organics [SP-OL, PT] Note that borings B-05, B-12, & B-13 encountered a layer of buried <u>muck</u>.	WH to 67

* denotes maximum termination depth of the borings
WH= Weight of Hammer

7.2 NOTABLE FINDINGS

7.2.1 Loose Soil Conditions

A notable finding during the exploration program was the periodic presence of very loose to loose soil conditions observed in the several of the borings performed across the site. The loose, near surface soils, within approximately 1 to 2 feet of the surface, exhibited SPT "N" blow count values ranging from 1 blow per foot (bpf) to 4 bpf.

Very loose soil conditions are common on sandy soils, particularly at shallow depths. It has been our experience that soils with SPT "N" blow counts less than approximately 5 bpf may not provide adequate support for the structures without some soil improvement. therefore, we recommend that the surficial soils be compacted.

7.2.2 Organic Soils

Borings B-06, B-09, B-11, & R-03 encountered shallow slightly organic soils from surface to 4 feet bls. In general these material appears to be very close to the surface, which may be economically favorable to remove and replace with clean structural fill.

Organic soils were also encountered at the boring location B-05, B-12, & B-13, from 18 to 28 feet bls. The organic samples tested with organic contents of **75%, 8%, & 6%** and corresponding moisture content of **324%, 64%, & 49%**.

The general state of geotechnical practice is that soils with organic contents greater than approximately 5 percent are considered unsuitable to remain in-place to support structures and soils with organic contents greater than approximately 10 percent are considered unsuitable to remain in-place to support pavements. *The organic soils found on site particularly at boring B-05, exceed these criteria and should be considered unsuitable to support the proposed site improvements, including the proposed structure, pavements, underground utilities, and filled earth embankments without special design considerations.* Site recommendations addressing the remediation of organic soils are presented in Section 9.0 of this report.

8.0 GROUNDWATER CONDITIONS

8.1 EXISTING GROUNDWATER LEVEL

We measured the water levels in the boreholes on July 28 to 31 and August 28 to 31, 2023 during our drilling operations. Groundwater was encountered at depths ranging from approximately 1½ to 3 feet bls at the time of our exploration. The encountered groundwater level at each of the boring locations is shown on the attached boring logs.

Fluctuations in groundwater levels should be anticipated throughout the year, primarily due to seasonal variations in rainfall, surface runoff, and other factors that may vary from the time the borings were conducted.

8.2 SEASONAL HIGH GROUNDWATER LEVEL

Based on historical data, the rainy season in Central Florida is between June and October of the year. In order to estimate the seasonal high water level at the boring locations, many factors are examined, including the following:

- Measured groundwater level
- Drainage characteristics of existing soil types
- Current & historical rainfall data
- Natural relief points (such as lakes, rivers, wetlands, etc.)
- Man-made drainage systems (ditches, canals, retention basins, etc.)
- On-site types of vegetation
- Review of available data (soil surveys, USGS maps, etc.)
- Redoximorphic features (mottling, stripping, etc.)

Based on the results of our field exploration and the factors listed above, we estimate that the seasonal high groundwater level at the boring locations will form **from above ground surface to 2 feet below existing grade depending on the boring locations**. If any excavation to be conducted during rainy or wet season to the depth of estimated seasonal high groundwater table, a sump pump may be sufficient to control water to allow for sufficient subgrade preparation. The actual method(s) of controlling the water should be determined by the contractor.

Please note, ground surface elevations at the boring locations would be beneficial to allow us to identify any anomalies in both our measured and estimated seasonal high groundwater levels, as well as improve the usefulness the groundwater information during the civil engineering design of the site.

It should be noted that the estimated seasonal high water levels provided should be considered accurate to about ½ foot +/- and do not provide any assurance that groundwater levels will not exceed these estimated levels during any given year in the future. Should the impediments to surface water drainage be present, or should rainfall intensity and duration, or total rainfall quantities, exceed the normally anticipated rainfall quantities, groundwater levels might exceed our seasonal high estimates. Further, it should be understood that changes in the surface hydrology and subsurface drainage from on-site and/or off-site improvements could have significant effects on the normal and seasonal high groundwater levels.

9.0 REMEDIATION OF ORGANIC SOILS

Based on the results of our exploration, deposits of unsuitable **ORGANICS** were encountered within the proposed site. Note that the shallow organics can be removed during clearing and grubbing of the site. However, the buried organics will require more attention. It has been our experience that constructing over buried highly organic soils is highly undesirable for private developments. For the discussion purposes, viable options for remediation of the buried organic soils within the proposed site improvement areas are presented in the following sections.

9.1 FOUNDATION OPTIONS

We understand that the design team, is planning on supporting the building foundations on shallow foundations. We present on the following sections the three most common approaches for dealing with buried organic soils, for information purposes.

The three (3) most common options for supporting structure in areas of buried **ORGANICS** are 1) over-excavation and replacement (de-mucking), 2) the use of deep foundations (piling), and 3) the implementation of a surcharging program with Geogrids and a stiffened structural slab foundation.

Based on our exploration boring locations B-06 & R-03 encountered shallow organic soils and we believe the most feasible option to remediate these soils is to remove them during clearing. Boring B-05 encountered organics at depths ranging from 18 to 28 feet bls, these will likely require bypassing with deep foundations or surcharge.

9.1.1 Over-Excavation and Replacement (De-mucking)

Typically, it is considered feasible to over-excavate organic soils to depths of approximately 15 feet for conventional low-rise structures. Below a depth of 15 feet, de-mucking becomes less practical and less economical due to the extensive amount of earthwork, de-watering and backfilling required.

The organic soils encountered at B-06, B-09, B-11, & R-03 generally ranged from the surface to 4 feet below existing grades. while the organic soils at boring B-05, B-12, & B-13 ranged between 18 and 28 feet.

In order to ensure complete removal of the organic soils and to aid in backfilling and compaction efforts, temporary de-watering will be required. De-mucking operations must be performed in a dry manner.

After the organic soils have been completely removed and the building areas have been properly backfilled, the structures can be supported on conventional shallow footing foundations designed as recommended in Section 10.0. **De-mucking typically represents the least amount of long-term risk to the client but will be very expensive to implement due to the depth of the material.**

9.1.2 Deep Foundations

The use of deep foundations (piling) is considered a viable option for supporting the proposed structure on deep deposits of organic soils. Deep foundations would by-pass the soft/organic layers and derive support from an underlying adequate bearing stratum. **Additional deeper SPT borings may be needed to provide design parameters for helical piles.**

This option represents relatively low long-term risk to the client, but it will require a more detailed structural design and may require additional borings for the design of the helical piles, push piers or small auger cast will be designed by the specialty contractor. Typically, deep foundations tend to be economically restrictive, particularly for single family residential construction.

9.1.3 Surcharging Program

The implementation of surcharging program in conjunction with a stiffened structural slab foundation and geogrid would be an alternative to deep foundations. Surcharging consists of pre-loading the area of concern by using an earth fill pile. Typically, surcharging consists of approximately 6 to 8 feet of additional fill (above final grade) to preload the site. The surcharge pile would remain in-place until monitoring by UES personnel indicates that consolidation of the organic soil is substantially complete. Post-surcharging settlements would be estimated on the order of 1 inch or less.

For preliminary cost/planning purposes, we anticipate that a waiting/monitoring period of up to 6 to 9 months would be required. The waiting/monitoring period could be reduced by using a larger (taller) surcharge mound (i.e. 10 to 12 feet tall) and/or using wick drains.

10.0 RESIDENTIAL LOT SUITABILITY CONSIDERATIONS

General Lot Suitability: Based on the results of the nearby soil borings, the shallow soils were found to consist of very loose to very dense sandy soils with varying amounts of silt to depths of 30 feet below existing grades. It is our opinion that proposed structures can be supported on properly designed and constructed shallow foundation systems provided that the site preparation recommendations outlined in this report are followed, any loose surficial soils are properly densified, and any organic soils remediated. The following recommendations are based on soil boring completed near the lots.

Structural Fill: All structural fill should consist of clean fine sands [SP] (less than 5 percent fines) placed in maximum 12-inch uniform loose lifts. Fill soils containing between 5 and 11 percent fines (SP-SM or SP-SC) may also be used, however, strict moisture control may be required. Each lift of structural fill should be densified to at least 95 percent of the Modified Proctor test maximum dry density of the soil (ASTM D 1557) and tested for compaction and approved before the placement of subsequent lifts.

Shallow footing foundations: We assume that the proposed single family homes will consist of 1- to 2-story, typical Florida stucco, block and wood frame construction. We have assumed that the maximum column loads will not exceed 25 kips and that maximum wall loads will not exceed 4 kips per lineal foot for the proposed residential structures.

Provided the lots are properly prepared prior to construction, the proposed residences can be supported upon conventional, shallow footing foundations designed for a maximum

allowable net soil bearing pressure of **1,500 psf** (for surcharge remediation) or **2,500 psf** (for all other protocols), in an effort to keep total and differential settlements to tolerable levels (i.e. 1-inch or less total settlement and ½-inch or less of differential settlement). The allowable net soil bearing pressure is that pressure that may be transmitted to the soil in excess of the minimum surrounding overburden pressure. The allowable bearing pressure should include dead load plus sustained live load. Per the Florida Building Code (FLBC), the foundations should be designed for the most unfavorable effects due to the combinations of loads specified in the FLBC.

The foundations may bear on either the compacted suitable native soils or compacted structural fill. The bearing level soils should be densified to at least 95 percent of the maximum dry density as determined by ASTM D 1557 (Modified Proctor) to a depth of at least **2 feet** below foundation levels.

The minimum width recommended for an isolated column footing is 24 inches. For continuous wall or thickened edge monolithic slab footings, the minimum widths should comply with the current Florida Residential Building Code, but under no circumstances should be less than 12 inches in width. The base of all footings should bear at least 12 inches below finished grade elevation as required under the current Florida Residential Building Code.

Construction Observations and Testing: We recommend the developer retain UES to provide inspection services during the site preparation procedures for confirmation of the adequacy of the earthwork operations. Field tests and observations include verification of foundation subgrade by monitoring earthwork operations and performing quality assurance tests of the placement of compacted structural fill courses. In-place density tests shall be performed within two feet of the bottom of all foundations.

11.0 PAVEMENT RECOMMENDATIONS

11.1 GENERAL

We understand that the proposed roadways will consist of a flexible pavement section with typical residential traffic. At the time of this exploration, specific traffic loading information was not provided to us. We understand that the roadways will be designed and constructed in accordance with the Seminole County Technical Standards Manual. Our recommendations for design of the roadways are listed in the following sections.

11.2 ASPHALTIC PAVEMENTS

11.2.1 Layer Components

We recommend using a three layer pavement section for the proposed roadways consisting of stabilized subgrade, base course, and surface course. The *Seminole County Technical Standards Manual* has divided the pavement requirements for typical local roads into categories as a function of traffic type (residential and commercial/collector). Table III summarizes the minimum pavement component thicknesses for residential roadway design. Being that most of the site is under Seminole County jurisdiction we are basing our recommendations on that assumption

TABLE III
MINIMUM ASPHALTIC PAVEMENT COMPONENT THICKNESSES

Traffic Type ⁽¹⁾	Layer Component		
	Surface Course (inches)	Base Course (inches)	Subgrade** (inches)
Residential	1½	6	10
Commercial	2	8	12

(1) Roads which will accommodate heavy truck traffic should be designed as commercial

** The subgrade should be stabilized for limerock (or crushed concrete) base (see Section 10.2.2)

11.2.2 Subgrade

The subgrade immediately beneath the base course should be compacted to at least 98 percent of the Modified Proctor maximum dry density (ASTM D 1557) value.

For a limerock (or crushed concrete) base, the subgrade should be stabilized to a minimum Florida Bearing Value (FBV) of 75 psi (or LBR of 40 as specified by FDOT).

Compaction testing of the subgrade should be performed to full depth at a frequency of at least one (1) test per 10,000 square feet, or every 250 lineal feet of roadway, whichever is greater.

Stabilized subgrade can be imported materials or a blend of on-site and imported materials. If a blend is proposed, we recommend that the contractor perform a mix design to find the optimum mix proportions. *Please note, Seminole County does not allow the use of plastic clay to stabilize the subgrade. Crushed limerock or crushed concrete base material could be used to stabilize the subgrade soils to meet the recommended LBR or FBV values stated previously.*

11.2.3 Base Course

Based on the results of our exploration and our experience in the project area, limerock, soil-cement and recycled crushed concrete are suitable base course materials for this project. However, local municipality standards may govern the use of recycled crushed concrete use as an alternative base course material. We recommend the civil engineer consult with the local municipalities prior to selecting the base course material for this project.

For a limerock base, the base course should be compacted to a minimum density of 98 percent of the Modified Proctor maximum dry density and exhibit a minimum LBR of 100. The limerock material should comply with the latest edition of the Florida Department of Transportation (FDOT) Road and Bridge Construction specifications.

For a soil-cement base, we recommend the contractor perform a soil-cement design with a minimum seven (7)-day strength of 300 pounds per square inch (psi) on the materials he intends to use. Place soil-cement in maximum 6-inch lifts uniform and compact in place to a minimum density of 95 percent of the maximum dry density according to specifications in ASTM D-558, "Moisture Density Relations of Soil Cement Mixtures".

Place and finish the soil-cement according to Portland Cement Association requirements. Final review of the soil-cement base course should include manual "chaining" and/or "soundings" seven days after placement. Shrinkage cracks will form in the soil-cement mixture and you should expect reflection cracking on the surface course.

Recycled Concrete Aggregate (RCA) may provide a cost-effective alternative material in lieu of limerock or soil cement base courses. Local availability, along with municipality standards, typically governs the use of crushed concrete use as an alternative base course material. The advantages of using crushed concrete as a pavement base course include its high strength (stronger than limerock), resistance to groundwater related distress, and lack of reflection cracking caused by thermal expansion and contraction.

If RCA base is used, the base course material should be sourced from an FDOT approved supplier. The base should be compacted to a minimum density of 98 percent of the Modified Proctor maximum dry density and exhibit a minimum LBR of 150. The base material should comply with the latest edition of the FDOT Road and Bridge Construction Specifications.

Compaction testing of the base course should be performed to full depth at a frequency of at least one (1) test per 10,000 square feet,

11.2.4 Surface Course

For the pavements, we recommend that the surfacing consist of FDOT SuperPave (SP) asphaltic concrete. The surface course should consist of FDOT SP-9.5 fine mix for light-duty areas and FDOT SP-12.5 topped with SP-9.5 fine mix for heavy duty areas. The asphalt concrete should be placed within the allowable lift thicknesses for fine Type SP mixes per the latest edition of FDOT, Standard Specifications for Road and Bridge Construction.

The asphaltic concrete should be compacted to an average field density of 93 percent of the laboratory maximum density determined from specific gravity (G_{mm}) methods, with an individual test tolerance of **+2 percent and -1.2% of the design G_{mm}** . Specific requirements for the SuperPave asphaltic concrete structural course are outlined in the latest edition of FDOT, Standard Specifications for Road and Bridge Construction.

Note: If the Designer (or Contract Documents) limits compaction to the static mode only or lifts are placed one-inch thick, then the average field density should be 92 percent, with an individual test tolerance of + 3 percent, and -1.2% of the design G_{mm} .

After placement and field compaction, the wearing surface should be cored to evaluate material thickness and density. Cores should be obtained at frequencies of at least one (1) core per 10,000 square feet of placed pavement, or a minimum of two (2) cores per day's production.

11.2.5 Effects of Groundwater

One of the most critical influences on the pavement performance in Central Florida is the relationship between the pavement base course and the seasonal high groundwater level. Sufficient separation will need to be maintained between the bottom of base course and the anticipated seasonal high groundwater level. We recommend that the seasonal high groundwater and the bottom of the base course be separated by at least 12 inches for RCA and soil-cement base courses, and at least 18 inches for a limerock base course.

The separation should be confirmed by reviewing the final site grading and paving plan. If the separation is not provided by grading, the installation of underdrains will be required.

11.2.6 Landscape Underdrains

In the event that landscape areas adjacent to the pavements include large mounds (>1 foot) of poorly draining organic topsoils or silty/clayey sands, we recommend that landscape drains be provided to protect the roadway against adverse effects from over-irrigation or excess rainfall. Poorly draining silty and clayey material causes the irrigation and rainwater to perch and migrate laterally into the pavement components, which eventually compromises the integrity of the pavement section.

11.3 CONCRETE "RIGID" PAVEMENTS

Concrete pavement is a rigid pavement that transfers much lighter wheel loads to the subgrade soils than a flexible asphalt pavement; therefore, requiring less subgrade preparation. Concrete pavement is recommended in truck court areas, under the dumpster areas, and 10 feet in front of the trash enclosures, at a minimum.

We recommend using the existing surficial sands or approved structural fill densified to at least 98 percent of Modified Proctor test maximum dry density (ASTM D 1557) without additional stabilization under concrete pavement, with the following stipulations:

1. Prior to placement of concrete, the subgrade soils should be prepared as recommended in The Site Preparation section of this report
2. The surface of the subgrade soils must be smooth, and any disturbances or wheel rutting corrected prior to placement of concrete.
3. The subgrade soils must be moistened prior to placement of concrete.
4. Concrete pavement thickness should be uniform throughout, with exception to the thickened edges (curb or footing).
5. The bottom of the pavement should be separated from the seasonal high groundwater level by at least 12 inches.

Based on the results of our exploration and review of the FDOT Rigid Pavement Design Manual, our recommended minimum concrete pavement design is shown in Table IV.

TABLE IV
MINIMUM CONCRETE PAVEMENT THICKNESSES

Service Level	Minimum Pavement Thickness	Maximum Control Joint Spacing	Recommended Saw Cut Depth
Light Duty	6 inches	12 feet x 12 feet	2 inches
Heavy Duty	7 inches	14 feet x 14 feet	2½ inches

We recommend using concrete with a minimum 28-day compressive strength of at least 4,000 pounds per square inch. Layout of the Saw cut control joints should form square panels, and the depth of saw cut joints should be ½ of the concrete slab thickness.

We recommend allowing UES to review and comment on the final concrete pavement design, including section and joint details (type of joints, joint spacing, etc.), prior to the start of construction.

For further details on concrete pavement construction, please reference the "Guide to Jointing of Non-Reinforced Concrete Pavements" published by the Florida Concrete and Products Association, Inc., and "Building Quality Concrete Parking Areas", published by the Portland Cement Association.

Specimens to verify the compressive strength of the pavement concrete should be obtained for at least every 50 cubic yards, or at least once for each day's placement, whichever is greater.

12.0 SITE PREPARATION

We recommend normal, good practice site preparation procedures for the new construction areas. These procedures include: **organic remediation as recommended in Section 9.0**, stripping/clearing of the site to remove existing vegetation, roots, topsoils, organics, debris, utility lines, etc. Following stripping, the exposed subgrade soils should be proof-rolled, and all subgrade and subsequent fill/backfill soils should be properly densified.

A more detailed description of this work is presented in this section.

1. Prior to construction, existing underground utility lines within the construction areas should be located. It should be noted that if underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion which may lead to excessive settlement of overlying structures.
2. If necessary, perform any remedial dewatering prior to any earthwork operations. Dewatering should be performed to a depth of at least **2 feet below the bottom of any excavations or compacted surface**.
3. Strip the proposed construction limits of existing vegetation, topsoil, roots, organic soils, debris and other deleterious materials within and 5 feet beyond the perimeter of the new construction areas. Expect clearing and grubbing to depths of **6 to 18 inches**. Deeper grubbing may be required along heavily wooded areas or near the depressional areas or water bodies. We strongly recommend that the stripped/excavated surfaces be observed and probed by representatives of UES.
4. Proof-roll the exposed subsurface soils under the observation of UES, to locate any soft areas of unsuitable soils, and to increase the density of the shallow loose fine sand soils. If deemed necessary by UES, in areas that continue to "yield", remove any deleterious materials and replace with a clean, compacted sand backfill.
5. Perform the necessary organic soil remediation as recommended in Section 9.0. Failure to properly remediate the organic soils as recommended may lead to excessive settlement distress within the structures, pavements, utilities, and other site improvements over their useful life.

6. After approval of the stripped surface, within the building areas, compact the upper **2 feet of the exposed subgrade soils** (including the 5 feet margin) to at least 95 percent of the Modified Proctor test maximum dry density (ASTM D 1557).
7. Place fill/backfill as necessary. All fill should consist of clean sand with less than 10 percent soil fines and be free of organics, debris and other deleterious materials. Fill soils containing between 5 and 10 percent fines may require strict moisture control. Place fill in maximum 12-inch loose, uniform lifts and compact each lift at least 95 percent of the Modified Proctor maximum dry density.
8. Within the pavement areas, the upper 12 inches of subgrade beneath the base course or concrete slabs (sub-base) should be stabilized and compacted to at least 98 percent of the Modified Proctor maximum dry density.
9. Test the subgrade and each lift of fill for compaction at a frequency of not less than one test per 2,500 square feet in the building areas and 10,000 square feet of pavement areas, with a minimum of 4 tests in each area.
10. Prior to the placement of reinforcing steel and concrete, verify compaction within the footing trenches to a depth of 2 feet. We recommend testing every column footing and at least one test every 100 feet of wall footing, with a minimum of 4 tests per building. Re-compaction of the foundation excavation bearing level soils, if loosened by the excavation process, can typically be achieved by making several passes with a walk-behind vibratory sled or jumping jack.

Stability of the compacted soils is essential and independent of compaction and density control. If the near surface soils or the structural fill experience "pumping" conditions, terminate all earthwork activities in that area. Pumping conditions occur when there is too much water present in the soil-water matrix. Earthwork activities are actually attempting to compact the water and not the soil. The disturbed soils should be dried in place by scarification and aeration prior to any additional earthwork activities.

Vibrations produced during vibratory compaction operations at the site may be significantly noticeable within 100 feet and may cause distress to adjacent structures if not properly regulated. Provisions should be made to monitor these vibrations so that any necessary modifications in the compaction operations can be made in the field before potential damages occur.

UES can provide vibration monitoring services to help document and evaluate the effects of the surface compaction operation on existing structures. It is recommended that large vibratory rollers remain a minimum of 50 feet from existing structures. Within this zone, the use of a static roller or small hand guided plate compactors is recommended.

13.0 STORMWATER POND DESIGN CONSIDERATIONS

We understand that the project will include One (1) proposed stormwater pond located within the eastern portion of the property. One (1) SPT boring, designated P-01 was completed within the footprint of the proposed pond. In addition, we understand there may be underground exfiltration chambers under the pavement areas. However, the locations have not been finalized. Against this background, we were requested provide

stormwater design parameters at the road borings in support of potential underground systems. Our recommended stormwater design parameters are shown below in Table VI.

TABLE VI
STORMWATER DESIGN PARAMETERS

Design Parameter	Estimated Values			
Relevant Boring Logs	P-01	R-01	R-02	R-03
Depth to Base of Surficial Aquifer (feet)	15*	4**	10*	10*
Estimated Seasonal High Groundwater level (below grade)	½	1	½	A.G.
Estimated Fillable Porosity of Surficial in-situ sands (percent)	20	20	20	20
Estimated Horizontal Saturated Hydraulic Conductivity of Surficial Aquifer (feet per day)	24	23	19	24
Estimated Vertical Unsaturated Hydraulic Conductivity of Surficial Aquifer (feet per day)	16	15	13	16

Table Notes:

*Depth to base of surficial aquifer based on the termination depth of the boring

**Depth to base of surficial aquifer based on the depth to the hydraulically restrictive soils [SM, SC]

A.G. = Above Ground

A Factor of Safety has not been applied to the values presented in the table above.

The estimated depths in Table VI are referenced to the existing ground surface at the time of our exploration. The actual infiltration rates from the stormwater systems may be influenced by pond geometry, natural soil variability, in-situ depositional characteristics and soil density, retention volumes, and groundwater mounding effects. Appropriate factors of safety should be incorporated into the design process. The stormwater pond bottoms and side slopes should be stabilized according to applicable Water Management District and local municipality guidelines.

14.0 DEWATERING AND EXCAVATION CONSIDERATIONS

Depending upon the time of year construction commences and the depth of excavation required, some dewatering may be required for the successful construction of this project. Where excavations will extend only a few feet below the groundwater table, a sump pump may be sufficient to control the groundwater table. Deeper excavations may require well points and/or sock drains to control the groundwater table. Regardless of the method(s) used, we recommend drawing down the water level at least 2 feet below the bottom of the excavation. The actual method(s) of dewatering should be determined by the contractor. The design and discharge of the dewatering system must be performed in accordance with applicable regulatory criteria (i.e. water management district, etc.) and compliance with such criteria is the sole responsibility of the contractor.

Excavations should be sloped as necessary to prevent slope failure and to allow backfilling. As a minimum, temporary excavations below 4-foot depth should be sloped in accordance with OSHA regulations. Where lateral confinement will not permit slopes to be laid back, the excavation should be shored in accordance with OSHA requirements. During excavation, excavated material should not be stockpiled at the top of the slope within a horizontal

distance equal to the excavation depth. Provisions for maintaining workman safety within excavations is the sole responsibility of the contractor.

15.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain UES to provide inspection services during the site preparation procedures for confirmation of the adequacy of the earthwork operations. Field tests and observations include verification of foundation and pavement subgrades by monitoring earthwork operations and performing quality assurance tests of the placement of compacted structural fill courses.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address site problems or construction changes, which may arise during construction, in a timely and cost-effective manner.

16.0 LIMITATIONS

This report has been prepared for the exclusive use of *Genesis Homes*, and other designated members of their design/construction team associated with the proposed construction for the specific project discussed in this report. No other site or project facilities should be designed using the soil information contained in this report. As such, UES will not be responsible for the performance of any other site improvement designed using the data in this report.

This report should not be relied upon for final design recommendations or professional opinions by unauthorized third parties without the expressed written consent of UES. Unauthorized third parties that rely upon the information contained herein without the expressed written consent of Universal Engineering Sciences, LLC assume all risk and liability for such reliance. The recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated on the Boring Location Plan and from other information as referenced.

This report does not reflect any variations which may occur between the boring locations. The nature and extent of such variations may not become evident until the course of construction. If variations become evident, it will then be necessary for a re-evaluation of the recommendations of this report after performing on-site observations during the construction period and noting the characteristics of the variations.

Borings for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, UES does not recommend relying on our boring information for estimation of material quantities unless our contracted services *specifically* include sufficient exploration for such purpose(s) and within the report we so state that the level of exploration provided should be sufficient to detect anomalous conditions or estimate such quantities. Therefore, UES will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

All users of this report are cautioned that there was no requirement for UES to attempt to locate any man-made buried objects or identify any other potentially hazardous conditions that may exist at the site during the course of this exploration. Therefore, no attempt was made by UES to locate or identify such concerns. UES cannot be responsible for any buried man-made objects or environmental hazards which may be subsequently encountered during construction that are not discussed within the text of this report. We can provide this service if requested.

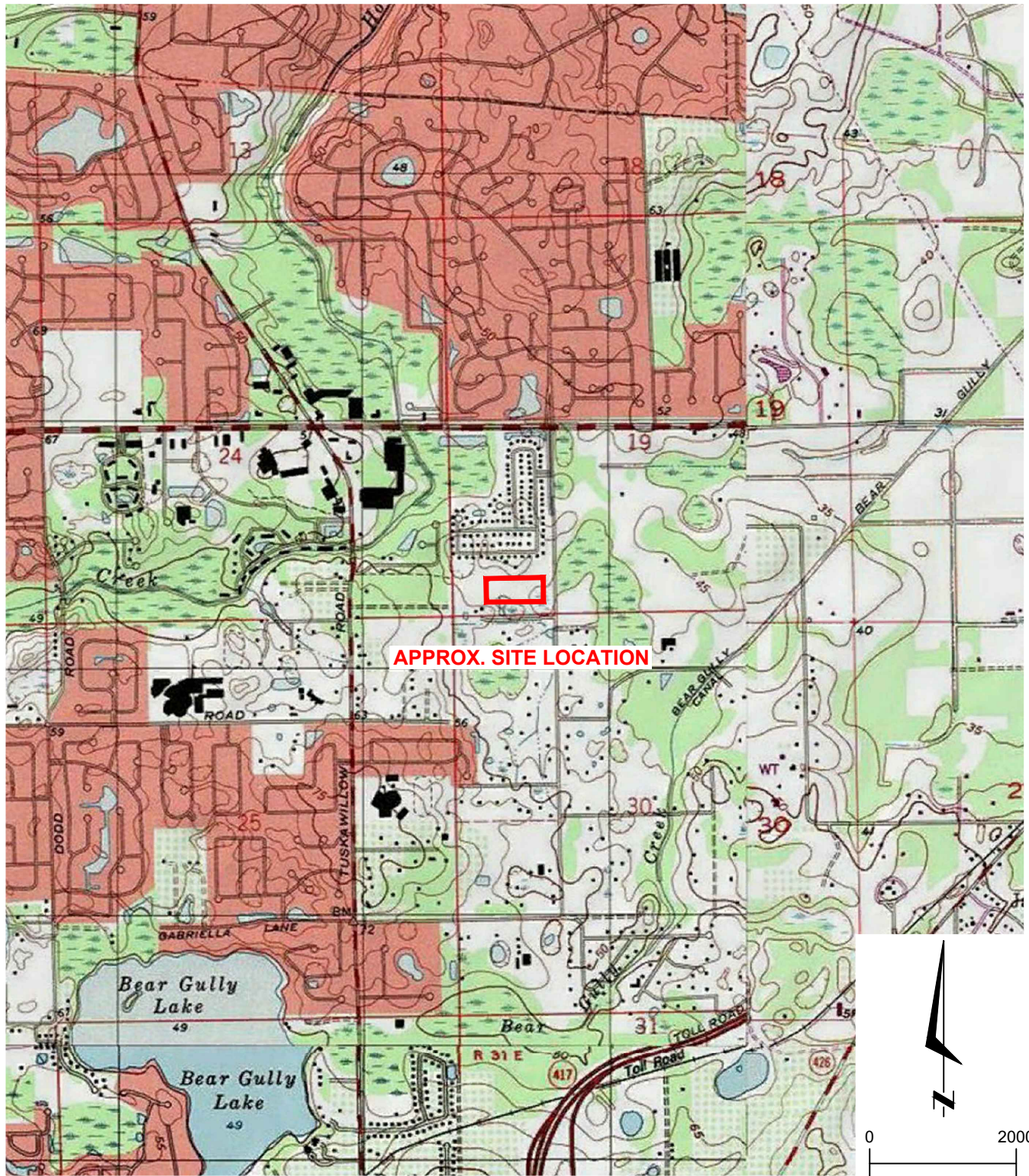
During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. A Geotechnical Business Council (GBC), "Important Information About Your Geotechnical Engineering Report" appears in Appendix C, and will help explain the nature of geotechnical issues.

Further, we present documents in Appendix C: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

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APPENDIX A





SOURCE: USGS QUADRANGLE MAP OF "CASSELBERRY, FLORIDA".

SCALE (FT.)



UES

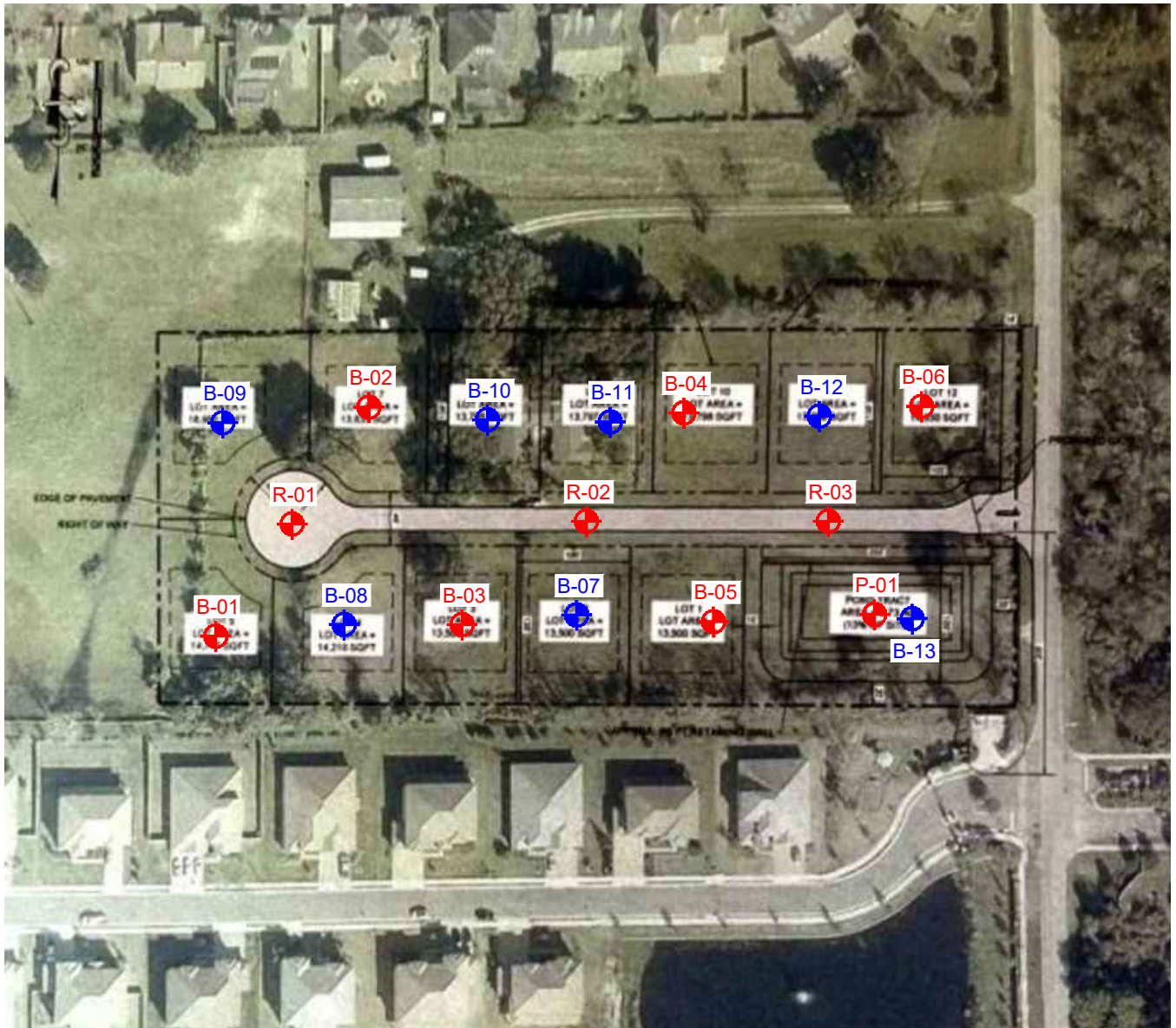
GEOTECHNICAL EXPLORATION
BROOKS LANE SUBDIVISION
OVIEDO, SEMINOLE COUNTY, FLORIDA

SITE LOCATION MAP


DR-WN BY: N.F.	D-TE: 9 - 6 - 2023	CHECKED BY: L.S.	D-TE: 9 - 6 - 2023
SC-LE: AS SHOWN	PROJECT NO: 0130.2300263.0001	REPORT NO: 2039548	P-GE NO: A-1


APPENDIX B

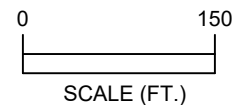




LEGEND

 APPROX. STANDARD PENETRATION TEST
BORING LOCATION (SPT)
PERFORMED 8/29/2023 - 8/31/2023

 STANDARD PENETRATION TEST
BORING LOCATION (SPT)
PERFORMED 7/28/2023 - 7/31/2023



THIS DRAWING CREATED USING PLAN PROVIDED BY CLIENT.



UES

GEOTECHNICAL EXPLORATION BROOKS LANE SUBDIVISION OVIEDO, SEMINOLE COUNTY, FLORIDA

BORING LOCATION PLAN

DRAWN BY: N.F.	DATE: 9 - 6 - 2023	CHECKED BY: L.S.	DATE: 9 - 6 - 2023
SCALE: AS SHOWN	PROJECT NO: 0130.2300263.0001	REPORT NO: 2039548	PAGE NO: B-1



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.1

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-01**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/28/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2

DATE FINISHED: 7/28/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/28/2023

DRILLED BY:

EST. SHGWT (ft): 0.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose brown fine SAND [SP]						
		WH-1-1-2	2			-- medium dense						
		5-6-7-11	13									
5		6-9-12-11	21									
		10-7-8-7	15			Medium dense brown fine SAND with silt [SP-SM]						
10		9-10-10-10	20									
15		9-12-16	28									
						-- loose, light brown						
20		3-4-5	9			BORING TERMINATED AT 20.0 FEET						
25												
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.2

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-02**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/28/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2.5

DATE FINISHED: 7/28/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/28/2023

DRILLED BY:

EST. SHGWT (ft): 1

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose light brown fine SAND [SP]						
		1-1-1-2	2		▽	-- medium dense, dark brown						
		9-7-8-9	15		▼							
5		7-9-10-12	19			Medium dense dark brown fine SAND with silt [SP-SM]						
		11-5-10-9	15									
10		9-9-10-11	19									
15		10-13-17	30			Medium dense dark brown fine SAND [SP]						
20		4-3-6	9			-- loose, light brown						
						BORING TERMINATED AT 20.0 FEET						
25												
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.3

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-03**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2.5

DATE FINISHED: 7/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/31/2023

DRILLED BY:

EST. SHGWT (ft): 1

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose grey fine SAND [SP]						
		WH-1-2-2	3		▽							
					▼	Medium dense dark brown fine SAND with silt & trace roots [SP-SM]						
		3-5-9-11	14									
5												
		8-12-14-12	26									
		7-11-13-14	24									
10		11-16-14-17	30									
15		12-12-13	25									
20		5-7-14	21			Medium dense light brown fine SAND [SP]						
						BORING TERMINATED AT 20.0 FEET						
25												
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.4

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-04**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 3

DATE FINISHED: 7/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/31/2023

DRILLED BY:

EST. SHGWT (ft): 1.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose light brown fine SAND [SP]						
	WH-WH-2-1	2		▽		Medium dense dark brown fine SAND with silt [SP-SM]						
	2-5-10-12	15		▼		-- dense, brown						
5												
	12-19-21-20	40				Dense brown fine SAND [SP]						
	12-12-15-18	27				-- medium dense						
10												
	13-13-15-17	28										
	13-13-15	28										
15												
	1-2-3	5				Loose light brown fine SAND with silt [SP-SM]						
20						BORING TERMINATED AT 20.0 FEET						
25												
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.5

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-05**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/28/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 1.5

DATE FINISHED: 7/28/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/28/2023

DRILLED BY:

EST. SHGWT (ft): +0.0

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0				▽		Very loose brown fine SAND trace organics [SP]						
		WH-1-2-2	3	▼		-- loose						
		3-4-5-7	9									
5		4-5-6-7	11			-- medium dense						
		8-9-9-9	18				2	23				
10		10-9-12-13	21			Medium dense brown fine SAND with silt [SP-SM]						
15		7-9-10	19									
20		WH-WH-1	1			Very loose dark brown fine SAND with organics [PT]		324				75
25		1-WH-WH	WH									
30		16-30-37	67			Very dense brown fine SAND [SP]						
						BORING TERMINATED AT 30.0 FEET						

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UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.6

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-06**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 1.5

DATE FINISHED: 7/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/31/2023

DRILLED BY:

EST. SHGWT (ft): +0.0

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0				▽		Very loose dark brown fine SAND with organics [SP-OL]						
		WH-1-2-2	3	▼		Medium dense dark brown fine SAND [SP]						
		3-5-8-8	13									
5		5-9-10-13	19			-- brown						
		8-6-7-8	13			-- loose						
10		5-5-5-6	10									
						-- light brown						
15		5-5-5	10									
						-- medium dense						
20		7-9-6	15			BORING TERMINATED AT 20.0 FEET						
25												
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.7

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-07**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/29/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2.5

DATE FINISHED: 8/29/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/29/2023

DRILLED BY:

EST. SHGWT (ft): 1.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose dark brown fine SAND [SP]						
		WH-1-2-4	3		▽ ▼	-- loose, brown						
		5-5-5-7	10			-- medium dense						
5		7-10-10-9	20									
		7-8-8-9	16									
10		6-7-7	14									
						-- loose						
15		4-2-6	8									
						-- medium dense						
20		8-7-6	13									
						Loose brown silty fine SAND [SM]						
25		2-3-3	6			BORING TERMINATED AT 25.0 FEET						
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.8

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-08**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/29/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 3

DATE FINISHED: 8/29/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/29/2023

DRILLED BY:

EST. SHGWT (ft): 2

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Loose grey fine SAND [SP]						
		1-3-4-4	7	▽		-- dark brown						
				▼		-- brown						
		3-4-4-3	8			-- medium dense						
5												
		4-7-5-7	12			-- loose						
		3-3-6-12	9			-- medium dense						
10		10-12-13-13	25									
15		8-6-7	13									
						-- loose						
20		2-3-3	6									
25		3-3-4	7			Loose brown silty fine SAND [SM]						
						BORING TERMINATED AT 25.0 FEET						
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.9

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-09**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2.5

DATE FINISHED: 8/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/31/2023

DRILLED BY:

EST. SHGWT (ft): 1.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose brown fine SAND [SP]						
		WH-1-2-3	3		▽ ▼	-- loose, dark brown						
		2-4-5-10	9			-- medium dense, trace organics		28				4
5		10-13-9-17	22									
		11-10-8-13	18									
10		5-10-11-18	21									
15		6-7-6	13									
20		6-8-9	17									
25		5-8-8	16			Medium dense brown fine SAND with silt [SP-SM]						
						BORING TERMINATED AT 25.0 FEET						
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.10

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-10**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 3

DATE FINISHED: 8/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/31/2023

DRILLED BY:

EST. SHGWT (ft): 2

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Loose brown fine SAND [SP]						
		1-2-3-2	5		▽	-- dark brown						
		2-2-5-14	7		▼	-- dense						
5		11-14-17-18	31			-- medium dense						
		12-13-13-13	26			-- dense						
10		13-16-20-21	36									
						-- loose, brown						
15		5-5-4	9									
20		7-4-6	10			Loose brown silty fine SAND [SM]						
25		3-4-3	7			BORING TERMINATED AT 25.0 FEET						
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.11

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-11**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 3

DATE FINISHED: 8/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/31/2023

DRILLED BY:

EST. SHGWT (ft): 2

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Loose brown to light brown fine SAND [SP]						
		WH-2-2-3	4									
						Medium dense dark brown fine SAND with some organics [SP-OL]						
		9-6-8-9	12					25				6
						Medium dense brown to light brown fine SAND [SP]						
5		7-7-9-12	16									
		6-7-10-10	17									
10		6-13-16-15	27									
						-- loose						
15		3-3-5	8									
						-- medium dense						
20		6-6-8	14									
						Loose brown silty fine SAND [SM]						
25		4-3-5	8									
						BORING TERMINATED AT 25.0 FEET						
30												

W-12899.GPJ



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.12

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-12**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2.5

DATE FINISHED: 8/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/31/2023

DRILLED BY:

EST. SHGWT (ft): 1.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Loose light brown fine SAND with roots [SP]						
		1-2-2-4	4		▽	-- dark brown						
		4-4-6-9	10		▽	-- medium dense, brown						
5		5-6-8-10	14									
		9-10-10-13	20									
10		10-10-9-8	19									
15		5-6-7	13									
20		2-2-1	3			Very loose dark brown fine SAND with some organics [SP-OL]		64				8
						Medium dense brown fine SAND [SP]						
						-- medium dense, brown						
25		10-9-7	16			BORING TERMINATED AT 25.0 FEET						
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.13

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **B-13**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 8/29/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 3

DATE FINISHED: 8/29/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 8/29/2023

DRILLED BY:

EST. SHGWT (ft): 1.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Loose grey fine SAND [SP]						
		1-1-3-3	4	▽		-- medium dense, brown						
		5-7-7-8	14	▼								
5		7-7-8-7	15									
		6-6-7-9	13									
10		7-7-8-8	15									
15		6-8-8	16									
20		WH-1-14	15			Medium dense dark brown fine SAND with some organics [SP-OL]		49				6
25		12-19-28	47			Dense brown fine SAND [SP]						
						BORING TERMINATED AT 25.0 FEET						
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.14

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **P-01**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/28/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2

DATE FINISHED: 7/28/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/28/2023

DRILLED BY:

EST. SHGWT (ft): 0.5

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very loose brown fine SAND with roots [SP]						
		1-1-1-2	3			-- loose	2	33			24	
		2-3-5-5	8									
5		4-4-5-6	9				3	19				
		7-10-10-9	20			Medium dense brown fine SAND with silt [SP-SM]						
10		8-11-14-13	25									
15		6-9-8	17			BORING TERMINATED AT 15.0 FEET						
20												
25												
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.15

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **R-01**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/31/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 2.5

DATE FINISHED: 7/31/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/31/2023

DRILLED BY:

EST. SHGWT (ft): 1

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0												
		WH-2-2-4	4		▽	Loose brown fine SAND [SP]	2	23			23	
					▼	Medium dense dark brown fine SAND with silt [SP-SM]						
		5-7-11-13	18			Medium dense dark brown silty fine SAND [SM]						
5		9-11-14-13	25			Medium dense dark brown fine SAND with silt [SP-SM]						
		10-8-9-11	17									
10		11-13-13-15	26									
						BORING TERMINATED AT 10.0 FEET						
15												
20												
25												
30												



UES BORING LOG

PROJECT NO.:	0130.2300263.0001
REPORT NO.:	2039548
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PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **R-02** SHEET: **1 of 1**
SECTION: 19 TOWNSHIP: 21 S RANGE: 31 E

CLIENT: GENESIS HOMES
LOCATION: SEE BORING LOCATION PLAN

G.S. ELEVATION (ft): N.S. DATE STARTED: 7/31/23
WATER TABLE (ft): 2 DATE FINISHED: 7/31/23
DATE OF READING: 7/31/2023 DRILLED BY:
EST. SHGWT (ft): 0.5 TYPE OF SAMPLING: ASTM D 1586

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0						Very Loose dark brown fine SAND [SP]						
		WH-1-1-2	2			-- medium dense	4	29			19	
		3-4-9-9	13									
5		10-13-19-20	32									
		9-14-13-15	27									
10		11-13-15-14	28			BORING TERMINATED AT 10.0 FEET						
15												
20												
25												
30												



UES BORING LOG

PROJECT NO.: 0130.2300263.0001

REPORT NO.: 2039548

PAGE: B-2.17

PROJECT: GEOTECHNICAL EXPLORATION
1480 BROOKS LANE
OVIEDO, FLORIDA

BORING I.D.: **R-03**

SECTION: 19

TOWNSHIP: 21 S

SHEET: **1 of 1**

RANGE: 31 E

CLIENT: GENESIS HOMES

G.S. ELEVATION (ft): N.S.

DATE STARTED: 7/28/23

LOCATION: SEE BORING LOCATION PLAN

WATER TABLE (ft): 1.5

DATE FINISHED: 7/28/23

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT
SURVEYED

DATE OF READING: 7/28/2023






DRILLED BY:

EST. SHGWT (ft): +0.0

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	S A M P L E	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	S Y M B O L	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS		K (FT/ DAY)	ORG. CONT. (%)
									LL	PI		
0				▽		Very loose dark brown fine SAND with organics [SP-OL]						
		1-1-1-2	2	▼		Loose dark brown fine SAND [SP]						
		2-4-4-7	8			-- medium dense, brown	3	46			24	
5		6-11-10-12	21									
		7-8-8-9	16									
10		6-6-8-7	14			BORING TERMINATED AT 10.0 FEET						
15												
20												
25												
30												

SYMBOLS AND ABBREVIATIONS

SYMBOL	DESCRIPTION
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
NP	Non-Plastic (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less	ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands	
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays	
		OL	Organic silts and organic silty clays of low plasticity	
	SILTS AND CLAYS Liquid limit greater than 50%	MH	Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts	
		CH	Inorganic clays or clays of high plasticity, fat clays	
		OH	Organic clays of medium to high plasticity	
		PT	Peat, muck and other highly organic soils	

*Based on the material passing the 3-inch (75 mm) sieve

** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY

(Sands and Gravels)

Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY

(Sils and Clays)

Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Firm – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS

(Limestone)

Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample

Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample

Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample

Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

APPENDIX C



Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time to perform additional study.* Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold-prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical-engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910

Telephone: 301/565-2733 Facsimile: 301/589-2017

e-mail: info@geoprofessional.org www.geoprofessional.org

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CONSTRAINTS & RESTRICTIONS

The intent of this document is to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.



**Electronic Articles of Organization
For
Florida Limited Liability Company**

L20000165194
FILED 8:00 AM
June 15, 2020
Sec. Of State
kbrumbley

Article I

The name of the Limited Liability Company is:

FINTAVI LLC

Article II

The street address of the principal office of the Limited Liability Company is:

14354 SW 96TH TERR
MIAMI, FL. US 33186

The mailing address of the Limited Liability Company is:

5040 NW 7TH ST
STE 705
MIAMI, FL. US 33126

Article III

Other provisions, if any:

BEING PART OF A SOCIETY, AS WELL AS ANY ALL LAWFUL BUSINESS

Article IV

The name and Florida street address of the registered agent is:

PRODEZK INC
5040 NW 7TH ST
STE 705
MIAMI, FL. 33126

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ANDRES HURTADO

Article V

L20000165194
FILED 8:00 AM
June 15, 2020
Sec. Of State
kbrumbley

The name and address of person(s) authorized to manage LLC:

Title: MGR
BERNARDO PANDOLFI
5040 NW 7TH ST STE 705
MIAMI, FL. 33126 US

Title: MGR
LUCIA LAUREIRO
5040 NW 7TH ST STE 705
MIAMI, FL. 33126 US

Article VI

The effective date for this Limited Liability Company shall be:

06/15/2020

Signature of member or an authorized representative

Electronic Signature: BERNARDO PANDOLFI

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2007008809 BK 02668 Pgs 0346 - 361, (8pgs) RECD 01/17/2007 03:00:18 PM
REC FEES \$2.50, RECD BY G Harford

Z2006-053

DEVELOPMENT ORDER #06-20000019

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On September 26, 2006, Seminole County issued this Development Order, relating to and touching and concerning the following described property:

Parcel #1

The east 758.00 feet of the south ½ of the south ½ of the southwest ¼ of the southwest ¼, less the south 20.00 feet and less the east 33.00 feet, lying in section 19, township 21 south, range 31 east, Seminole County, Florida.

Parcel #2

The south ½ of the south ½ of the southwest ¼ of the southwest ¼ less the following described parcel -The east 758.00 feet of the south ½ of the south ½ of the southwest ¼ of the southwest ¼ less the south 20.00 feet and the east 33.00 feet lying in section 19, township 21 south range 31 east, Seminole County, Florida.

Parcel #3

The north ½ of the South ½ of the Southwest ¼ of the Southwest ¼ of Section 19, Township 21, South, Range 31 East, LESS the East 33 feet thereof reserved for road right of way. Public records of Seminole County, Florida, LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

Begin at the Southwest corner of Section 19, Township 21 South, Range 31 East, Run North along West line of Section 19, Township 21 South, Range 31 East 329.41 feet to the point of beginning. Run thence North along West line of Section 19, Township 21 South, Range 31 East, a distance of 488 feet, thence East 1392 feet to center line of Brooks Road, said point being 485 feet South of the Northeast corner of Southwest Quarter of Southwest Quarter of Section 19, Township 21 South, Range 31 East, Run thence South along center line of Brooks Lane 165 feet, thence West parallel to the North line 747 feet, thence South 321 feet, thence West 646 feet to the point of beginning. (Less the East 33 feet of the North 165 feet for Brooks Lane.)

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner(s): Edwin Fernandez, Vissette, Walid & Cassia Akkwi, Mary Cina (Jay Barfield, Agent)

Project Name: Brooks Lane Rezone

Requested Development Approval: Rezoning from the A-1 (Agriculture District) zoning classification to R-1AAA (Single-family Residential District).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to

RETURN TO SANDY MCCANN


applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: April Boswell
1101 East First Street
Sanford, FL 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

1. The aforementioned application for development approval is **GRANTED**.
2. All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
3. The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

 The R-1AAA district will be adjacent to property to the south with a Future Land Use designation of SE and A-1 zoning district, which will require a 35-foot buffer (~~tract or easement~~) to be placed on the entire length of the southern property line of the project site, per Sec 30.1380.3(h)(1) and (2)(A).

The 35-foot buffer referenced above must also comply with the additional requirements of Sec 30.1380.3(h), which include:

- A. Any substantial existing vegetation within the buffer shall be maintained.
- B. The following plantings are required:
 - a. Eight canopy trees shall be planted per every 100 linear feet, with a minimum caliper of five (5) inches measured one-foot above ground, and a minimum height of twelve (12) feet, at the time of planting. A minimum of 80% of the canopy trees shall be oak.
 - b. A minimum of three (3) sub-canopy (understory) trees shall be planted between the canopy trees per every 100 linear feet, with a minimum caliper of three (3) inches measured one-foot above ground, and a minimum height of six (6) feet, at the time of planting.
 - c. If staggering is required for the sub-canopy trees due to space constraints between the canopy trees, the sub-canopy trees shall be staggered in front of the canopy trees on the side of the buffer closest to the abutting properties to the south.

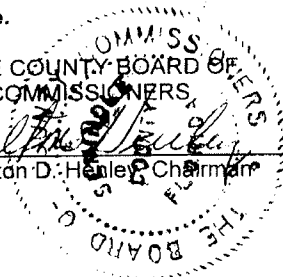
- C. All landscape material shall be a minimum quality rating of Florida #1.
 - D. All plantings shall be installed before the first Certificate of Occupancy is issued.
 - E. Requirements for maintenance of the buffer tract or easement and trees shall be incorporated into the covenants and restrictions and be made the responsibility of a homeowners' association.
 - F. Individual lot lines abutting the 35-foot buffer/easement shall have the lot setbacks measured from the inner edge of the buffer/easement.
4. The developer represents that the same planting requirements detailed in 3(B) above will also apply to the retention area buffer that will be placed abutting Brooks Lane along the entire length of the subject site. The developer represents that the plantings will also be supplemented with a berm to run along the entire length of the subject site abutting Brooks Lane.
5. The developer shall install an irrigation system to maintain landscaping.
6. This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.
7. The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 

Carlton D. Henley, Chairman



OWNER'S CONSENT AND COVENANT

COMES NOW, the owners, Walid and Cassia Akkwi, on behalf of themselves and their heirs, successors, assigns or transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Witness

Witness

Witness

Walid Akkwi

Cassia Akkwi

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

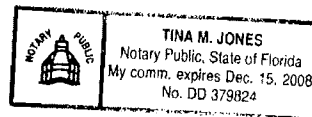
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Walid & Cassia Akkwi who is personally known to me or who has produced as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of November 2006.

Tina M. Jones

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:



OWNER'S CONSENT AND COVENANT

COMES NOW, the owners, Edwin Fernandez and Vissette B. Gordero, on behalf of themselves and their heirs, successors, assigns or transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

K& A
Witness Karla Alamo

Edwin Fernandez
Edwin Fernandez

George Seda
Witness George Seda

Daniel Morales
Witness Daniel Morales

Vissette B. Gordero
Vissette B. Gordero

Paul Ihrig
Witness Paul Ihrig

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Edwin Fernandez Vissette B. Gordero who is personally known to me or who has produced as identification and who did not take an oath.

6th WITNESS my hand and official seal in the County and State last aforesaid this 6th day of November, 2006.

Maria I. Molinari
Notary Public, in and for the County and State
Aforementioned

My Commission Expires: 6/5/2008



OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Mary F. Cina, on behalf of herself and her heirs, successors, assigns or transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Mary F. Cina

Witness

Witness

Witness

STATE OF FLORIDA)

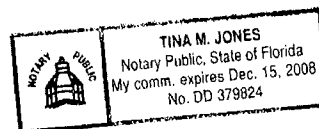
COUNTY OF SEMINOLE)

I **HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mary F. Cina who is personally known to me or who has produced EDK as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of December, 2006.

Tina M. Jones
Notary Public, in and for the County and State
Aforementioned

My Commission Expires:



MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY FLORIDA

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, on this day personally
appeared the affiant herein, who, being duly sworn by me,
deposes and says:

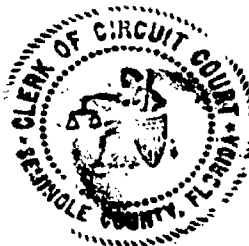
1. That she as the Clerk of the Circuit Court of
Seminole County, Florida, is charged with correcting
any errors committed in the recording and indexing of
deeds and other instruments of writing in Seminole
County, Florida, pursuant to Florida Statutes
28.17(1979).

2. That an error has been discovered in the
indexing of a certain document previously recorded on
the 8th day of August 1969 in the Office of the Clerk
of the Circuit Court in and for Seminole County,
Florida, in Official Records Book 736 page 10
Public Records of Seminole County, Florida.

3. That said document was an easement from JACK P DODD
and KAY E DODD to FLORIDA POWER CORP on the West 6ft
of the East 39 ft of the SW1/4 of the SW1/4 of
Sec 19-21-31 etc.

4. That a brief description of the error is as
follows: the original document was not filmed and
does not appear on the microfilm. It appears that
page 10 is completely missing. It is indexed
in both Grantee and Grantor indices and the file
Register. Please see attached copy of the original
document.

That this affidavit shall be recorded in the Public
Records of Seminole County, Florida, and shall constitute
notice to all interested parties of the discovery of the
above described error in indexing the said document.



MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

Clara Howard

by: Deputy Clerk

OFFICIAL RECORDS
BOOK PAGE
3108 0437
SEMINOLE CO. FL.

MARYANNE MORSE
CLERK OF CIRCUIT COURT
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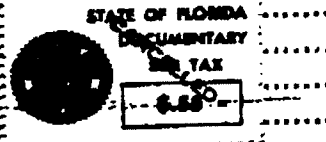
SEMINOLE COUNTY FL.
RECORDED & VERIFIED
96 JUL 30 AM 8:03

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors and assigns, the right, privilege and easement to construct, reconstruct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, a single pole line, for the transmission and distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories desirable in connection therewith over, upon and across the following described land in:

County, State of Florida, to wit:

The West 6 feet of the East 32 feet of the SW 1/4 of the SW 1/4 of Section 19, Township 22 South, Range 31 East.

Also a 6 foot wide easement, center line of said easement to begin at the East line, 583 feet South of the Northeast corner of said SW 1/4 of SW 1/4 and extend West 550 feet to the end of said easement.



The Easement Area shall extend 3 feet on each side of the center line of power line.

GRANTEE shall have the right to patrol, inspect, alter, improve, repair, rebuild or remove such lines, equipment and accessories, including the right to increase or decrease the number of wires and voltage, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described. GRANTEE shall also have the right to trim, cut and keep clear trees, limbs and undergrowth along said line, and trees adjacent thereto, that may endanger the proper operation of the same. GRANTORS further grant the reasonable right to enter upon adjoining lands of the GRANTORS for the purpose of exercising the rights herein granted.

GRANTORS hereby agree that no buildings or structures, other than fences, shall be constructed or located within said Easement Area. However, GRANTORS reserve the right to use said Easement Area for any other purpose which will not unreasonably interfere with the safe and proper construction, installation, operation, maintenance, alteration, repair or removal of said facilities of GRANTEE.

GRANTORS covenant that they have the right to convey the said easement and that the GRANTEE, its successors and assigns shall have quiet and peaceful possession, use and enjoyment of said easement.

All covenants, terms, provisions and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the GRANTORS have hereunto affixed their hands and seals this 5th day of Feb., A.D. 1964.

Signed, sealed and delivered in presence of:

[Signature]
[Signature]

[Signature]
[Signature]

STATE OF FLORIDA
 COUNTY OF *[Signature]*

I HEREBY CERTIFY that on this 5th day of Feb., A.D. 1964, before me the undersigned authority, personally appeared *[Signature]* & *[Signature]*

to me known to be the persons described in and who executed the foregoing instrument and have acknowledged that they executed the same.

Witness my signature and official seal in said County and State, the day and year last aforesaid.



Notary Public, State of Florida at Large
 My Commission Expires July 2, 1968

[Signature]
 Notary Public

BOOK 736
 PAGE 010
 OFFICIAL RECORDS
 SEMINOLE COUNTY, FLA.
 567035
 108 0438
 OFFICIAL RECORDS
 PAGE

This Instrument Prepared By
 Florida Power Corporation
 At Tallahassee, Florida

LEGIBILITY UNSATISFACTORY
 FOR MICROFILMING

Quit-Claim Deed

SEMINOLE CO. FL.

BOOK
PAGE

This Indenture, Made this 28th day of January A. D. 1986
 BETWEEN JOSEPH P. CINA, a married man
 1480 Brooks Lane
 Oviedo, Florida 32765 of the County of
 Seminole and State of Florida part Y
 of the first part, and (2) MARY F. CINA, a married woman, 1480 Brooks Lane
 Oviedo, FL. 32765
 of the County of Seminole and State of Florida
 part Y of the second part.

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of
 TEN Dollars
 in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged has
 remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said
 part Y of the second part and her heirs and assigns forever, all the right, title, interest, claim
 and demand which the said part Y of the first part has in and to the following described lot
 piece or parcel of land, situate, lying and being in the County of Seminole

State of Florida, to-wit: The North 1/2 of the South 1/2 of the Southwest 1/4 of the
 Southwest 1/4 of Section 19, Twp. 21 South, Range 31 East, LESS the East 33 feet
 thereof reserved for road right of way, Public Records of Seminole County, Florida,
 LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
 Begin at the Southwest corner of Section 19, Twp. 21 South, Range 31 East, run
 North along West line of Section 19, Twp. 21 South, Range 31 East 329.41 feet
 to the point of beginning. Run thence North along West line of Section 19,
 Twp. 21 South, Range 31 East, a distance of 488 feet, thence East 1392 feet to
 center line of Brooks Lane, said point being 485 feet South of the Northeast
 corner of Southwest Quarter of Section 19, Twp. 21 South,
 Range 31 East, run thence South along center line of Brooks Lane 165 feet,
 thence West parallel to the North line 747 feet, thence South 321 feet, thence
 West 646 feet to the point of beginning. (Less the East 33 feet of the North 165
 feet for Brooks Lane.)

SUBJECT to that certain mortgage given to Security First Federal Savings & Loan
 Association in the original principal amount of \$40,000.00 which Grantee herein
 assumes and agrees to pay, recorded O.R. Book 841, page 244.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto be-
 longing or in any wise appertaining, and all the estate, right, title, interest and claim whatsoever of the said
 part Y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said
 part Y of the second part Y heirs and assigns forever.

In witness Whereof, The said part Y of the first part has hereunto set his
 hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Mary Cina } Joseph P. Cina (SEAL)
 Bridget Farns } (SEAL)

2008 1518
SEMINOLE CO. FL.

State of Florida
County of SEMINOLE

I Hereby Certify, That on this 28th day of January A. D. 1986,
before me personally appeared Joseph P. Cina
to me known to be the person described in and who executed the foregoing
conveyance to Mary Cina
and severally acknowledged the execution thereof to be a free act and deed for the uses and purposes
therein mentioned; and the said the wife of the said
on a separate and private examination taken and made by and
before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said
Deed of Conveyance, for the purpose of renouncing, relinquishing and conveying all her right, title and interest
whether of dower or separate property, statutory or equitable, in and to the lands therein described, and that she
executed said deed freely and voluntarily and without any constraint, fear, apprehension or compulsion of or from
her said husband.

Witness my signature and official seal at Oviedo, Florida
Seminole and State of Florida the day and year last aforesaid.

Sheresa A. [Signature]

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 17, 1990
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Quit-Claim Deed

FROM
JOSEPH P. CINA
TO
MARY F. CINA
Date January 28, 1986

State of Florida
County of }
Filed this day of
at O'clock M. and recorded in
Deed Book No. Page
RECORD VERIFIED.

By
553652
CLERK CIRCUIT COURT

DAVID A. BERNIER
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

1988 OCT 21 PM 3:43

RECORDED & VERIFIED

THIS INSTRUMENT PREPARED BY:
NAME MARY CINA
ADDR 1480 BROOKS LN
OVIEDO, FL 32765

Prepared by:

Alejandra Marquez Villa, Esq.
AMV Legal Group P.A.
2450 Hollywood Blvd Suite 300
Hollywood, FL 33020
(954) 253-9695
File Number: 2023-187

MORTGAGE

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$500,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

THIS MORTGAGE, executed this 15 day of November, 2023, by and between **Fintavi LLC, a Florida limited liability company**, with an address of 407 Lincoln Rd Suite 6-G Miami Beach, FL 33139, hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representative, successors and assigns, either voluntary by act of the parties, or involuntary by operation of the law, and shall denote the single and/or plural, and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires or admits, party of the first part, and **Woolf Investments LLC, a New Jersey limited liability company**, with a post office of 6 Jason Woods Rd Closter NJ 07624, hereinafter called the Mortgagee, which term as used in every instance shall include the Mortgagee's heirs, executors, administrators, successors, legal representatives, successors and assigns, whenever and wherever the context so requires or admits, party of the second part. If the Mortgagee herein is acting as a trustee, then such Mortgagee trustee shall have full power and authority to protect, conserve, sell, lease, encumber or otherwise manage or dispose of the Property described herein as provided by Section 689.071, Florida Statutes.

WITNESSETH: That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and, also in consideration of the sum of \$500,000.00 stated in the Promissory Note of even date herewith, which has a maturity date of December 1st, 2024 (the term "Note" as hereafter used shall denote the singular, if one note, or the plural, if more than one note, is secured by this mortgage), the Mortgagor does grant, bargain, sell, alienate, remise, release, convey and confirm unto the Mortgagee in fee simple, the following described real estate, of which the Mortgagor is now seized and possessed and in actual possession, situate in the COUNTY OF SEMINOLE, STATE OF FLORIDA, to wit:

Legal Description: See Exhibit A attached hereto

Property Address: 1480 Brooks Lane, Oviedo FL 32765.

THIS IS A PURCHASE MONEY MORTGAGE IN FIRST POSITION.

TOGETHER WITH all structures and improvements now or hereafter placed on said land, and the fixtures attached hereto, and all rents, issues, proceeds and profits accruing and to accrue from said premises, all of which are included within the foregoing description and the addendum hereof. Also all gas, steam, electric, water and other heating, cooking, refrigerating, plumbing, ventilating, irrigating and power systems, appliances, fixtures and appurtenances, including air conditioning ducts, machinery and equipment, which are now or may hereafter pertain to or be used with, in or on said premises, though they be neither detached or detachable. Also all furniture, furnishings, fixtures and equipment contained in or appurtenant to said premises, or which may hereafter from time to time be placed therein, and any substitution or replacement thereof.

Initials BP LL

TO HAVE AND TO HOLD the same, together with tenements, hereditaments and appurtenances, unto the said Mortgagee, in fee simple.

AND THE SAID MORTGAGOR does hereby covenant with Mortgagee that the said Mortgagor is indefeasibly seized of said land in fee simple; that said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold and occupy said land; that said land is free and clear of all other and prior liens, assessments, judgments, taxes and encumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; and that said Mortgagor does hereby warrant the title to said land and will defend the same against the lawful claims of all persons, whomsoever.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee the sums of money mentioned in said Note, including renewals, extensions and modifications thereof in the manner as therein specified, and shall pay all other sums provided to be paid by the mortgage, and shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, then this Mortgage and the estate hereby created shall cease and be null and void.

AND THE MORTGAGOR does hereby further covenant and agree as follows:

1. **PROMPT PAYMENTS.** To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this Mortgage, or either, promptly on the days respectively the same severally come due. In the event the within Mortgage lien is subordinate to a prior existing first mortgage lien, then Mortgagor shall be required to make timely payments thereon and to provide to Mortgagee such written evidence satisfactory to mortgagee (i.e., copy of canceled check) of the timely payment of the first mortgage covering the Subject Property described herein. Failure to timely make such payments or to timely provide such satisfactory evidence shall constitute a default hereunder.
2. **TAXES AND ASSESSMENTS.** To pay all and singular taxes, assessments (including Condominium assessments), levies, liabilities, obligation and encumbrances of every nature on said described property, each and every, within the time specified in Paragraph 7 below, and if the same shall not be promptly paid, the Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting the option to foreclose, or any right hereunder and every payment so made shall bear interest from the date thereof at the note rate.
3. **MAINTAIN INSURANCE.** To keep buildings now or hereafter on said land and the fixtures and personal property therein contained insured, in a company or companies approved by the Mortgagee, against loss by fire and windstorm and flood, for 100% replacement value so that the Mortgagee's interest is not subject to coinsurance. Such Insurance may not be written for a term of less than one (1) year and premiums there under shall be payable only in lump do not do not sum in advance and not in installments nor may such premium be financed. The policy or policies shall be held by and be payable to said Mortgagee, and the Mortgagee shall have the option to receive and apply said payment on account of the indebtedness hereby secured, or permit the Mortgagor to receive or use it, or any part thereof, for any purposes without thereby waiving or impairing the equity, lien, or right under and by virtue of this Mortgage and may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each such payment shall bear interest from date at the highest rate allowable by law. Mortgagor shall pay promptly, when due, any premiums on such insurance. **Mortgagor specifically assumes the obligation of notifying each and every insurer hereunder that any insurance policy placed upon the property may not be canceled under any circumstances without the giving of Thirty (30) days notice to the Mortgagee prior to such cancellation.** In the event of loss, Mortgagor shall give immediate notice by certified mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, Mortgagee in this instance being acknowledged and agreed to be the Attorney In-Fact for Mortgagor fully empowered to make such proof of loss. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee. Mortgagee is hereby authorized, at his option to settle and compromise any claims, awards, damages, right of

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action and proceeds, and any other payment of relief under any and all insurance policies. Unless Mortgagor provides Mortgagee with evidence reasonably satisfactory to Mortgagee of the insurance coverage required by this Mortgage, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence reasonably satisfactory to Mortgagee that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Property, Mortgagor will be responsible for a one-time lapse fee of \$995 plus the costs of that insurance, including interest at the highest rate applicable during the continuance of a default and any other charges imposed by Mortgagee in connection with the placement of insurance, until the effective date of the cancellation or expiration of such insurance. The costs of the insurance may, at Mortgagee's discretion, be added to Mortgagor's total principal obligation owing to Mortgagee, and in any event shall be secured by the liens on the Property created by this Mortgage. It is understood and agreed that the costs of insurance obtained by Mortgagee may be more than the costs of insurance Mortgagor may be able to obtain on its own. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to purchaser or grantee, if Mortgagee permits an assumption. In the event of default under the terms of the note, this mortgage or any other instrument hereunder, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to the Mortgagor's credit and shall be entitled to receive any return premium from the cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

4. CARE OF MORTGAGED PROPERTY. To permit, commit or suffer no waste, impairment, abandonment or deterioration of said property, or any part thereof, nor shall Mortgagor permit the property to be encumbered by any lien; Mortgagor shall not remove or demolish any building or other real or personal property forming a part of the Mortgaged Property without the written consent of Mortgagee. In the event of the failure of the Mortgagor to maintain the buildings and personal property in good condition or repair, the Mortgagee may demand the immediate repair of said property, the satisfaction of the lien or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of (5) days, shall constitute a breach of this Mortgage and, at the option of the Mortgagee, immediately mature the entire amount of principal and interest hereby secured, and the Mortgagee, immediately and without notice, may institute proceedings to foreclose this Mortgage and apply for the appointment of a Receiver, as hereinafter provided. In the event of default hereunder and the Mortgagor fails to comply with all of the provisions of this paragraph, then Mortgagee may take any and all steps necessary to secure the premises from further waste or destruction or diminution of the security for the mortgage hereunder. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time between the hours of 9:00 A.M. and 7:00 P.M., seven days a week and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection. Mortgagee will give Mortgagor (3) days advance notice of Mortgagee's intention to make such inspections. Should Mortgagor refuse to permit Mortgagee or Mortgagee's agents to make said inspections within 4 days after said Mortgagor have been noticed, this will be deemed a breach of the mortgage agreements and such breach will entitle Mortgagee to immediately accelerate the note and mortgage. Should Mortgagor not reside on premises, no notice to Mortgagor by Mortgagee will be required to conduct said property inspections. Mortgagor agrees to notify any tenants they may have in the subject property of mortgagee's right to inspect the premises between the hours of 9:00 A.M. and 7:00 P.M. seven days a week. In the event of default under any of the terms of this mortgage instrument, the Mortgagee shall be entitled to make or cause to be made, any inspections, appraisals or evaluations as Lender shall deem necessary to ascertain and confirm the value of the collateral pledged hereby. The cost of any such inspections, appraisals or evaluations shall be borne by the mortgagor.

5. HAZARDOUS MATERIALS. Mortgagor represents, warrants and covenants that Mortgagor has not used Hazardous Materials (as hereinafter defined), on, from, or affecting the Mortgaged Property in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and no tenant or subtenant has used Hazardous Materials on, from, or affecting the Mortgaged Property, in any

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manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Mortgagor shall keep or cause the Mortgaged Property to be kept free of Hazardous Materials. Without limiting the foregoing, mortgagor shall not cause or permit the transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws or regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant or subtenant, a release of Hazardous Materials onto the Mortgaged Property or onto any other property. Mortgagor shall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with any and all approvals, registrations or permits required there under. Any violation of the terms of this paragraph shall be deemed an event of default.

6. **RECEIVERSHIP.** To perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants in said promissory note and deed set forth. Mortgagee may pursue any other remedy available to it including but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by proceedings or by the exercise of its power with respect to entry to taking possession, or both, as Mortgagee may determine. Mortgagor specifically waives the right to object to the appointment of a receiver and consent that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee, and without reference to the adequacy of the value of the mortgaged property or to the solvency or insolvency of the Mortgagor or to the fact that the property is or may be homestead property or any other reason whatsoever. Mortgagor agrees to surrender possession and occupancy of the property herein described to Mortgagee or mortgagee-receiver upon demand. The rights granted by this paragraph shall apply only in events of default under the note or mortgage.

7. **TAXES.** To deliver unto the Mortgagee, on or before March 31st. of each year, tax receipts evidencing the payment of all lawfully imposed taxes upon the mortgaged property for the preceding calendar year; to deliver to the Mortgagee receipts evidencing the payment of all liens for public improvements within Ninety (90) days after the same shall become due and payable and to pay or discharge within Ninety (90) days after due date, any and all governmental levies that may be made on the mortgaged property, on this Mortgage or note or in any other way resulting from the mortgage indebtedness secured by this Mortgage. In the alternative, Mortgagee shall have the right to require Mortgagor to pay on the day monthly payments are due under the note until the Note is paid in full, 1/12th of (a) The yearly taxes and assessments which attain priority over this security interest, and (b) the yearly hazard and, if applicable, flood insurance. Such sums shall be held by Mortgagee and applied in payment of such items when the same become due. Mortgagor shall pay upon demand therefore any shortfall as to such items, with any excess sums to be refunded by Mortgagee. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. In the event that escrows are required, Mortgagor shall collect a two month cushion in advance, and maintain said two month payment cushion throughout the term of the mortgage. In the event that escrows are held by Mortgagee, if upon annual accounting there is an escrow overage which would be returned to the Mortgagor, and the Mortgagor owes Mortgagee any late fees or other accrued charges which the Mortgagee would have a right to collect as per the terms of this mortgage, Mortgagor hereby assigns to mortgagee the right to deduct any such charges from the escrow overage prior to refund.

8. **COSTS.** To pay all and singular the costs, charges and expenses, including attorneys fees, reasonably incurred or paid at any time by the Mortgagee, because of the failure of the Mortgagor to perform, comply with or abide by each and every of the stipulations, agreements, conditions and covenants of said promissory note and this Mortgage or either, and every such payment shall bear interest from the date at the note rate. Further, to pay all recording costs, documentary stamps and intangible taxes relating hereto, as well as recording costs relating to the Satisfaction hereof. Mortgagor acknowledges that in the event that the Mortgagee disburses any advance under this Mortgage, due to the failure of Mortgagor to comply with any of the terms of the said promissory note or this Mortgage, constituting an event of default, then Mortgagor shall be responsible to pay a charge to Mortgagee of \$50.00 per disbursement, in addition to the amount disbursed, to cover Mortgagees expenses in making same.

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9. **ATTORNEY'S FEES.** The term "Attorney's Fees" as used in this mortgage includes any and all legal fees of whatever nature including but not limited to, costs of collection prior to the institution of suit, fees resulting from the prosecution or defense of any nature of legal action brought by virtue of this mortgage or any other matter affecting the mortgaged property, fees resulting from any appeal of an interlocutory order or final judgment or any other appellate proceeding arising out of any litigation, all legal fees during such time that Mortgagor may file or be in bankruptcy and subsequently, and any and all legal fees incurred by Mortgagee from the creation of this mortgage and note until the note and mortgage are satisfied or the property is sold at foreclosure auction and including attorney fees necessary to obtain and subsequently collect on a deficiency judgment against Mortgagor.

10. **DEFENSE OF THIRD-PARTY ACTIONS.** If any action, or proceeding, shall be commenced by any person other than the holder of this Mortgage (except an action to foreclose this Mortgage, or to collect the debt secured thereby) to which action, or proceeding, the holder of this Mortgage is made a party, or in which it shall become necessary to defend or uphold the lien of this Mortgage, all sums paid by the holder of this Mortgage, and/or paid by any third party beneficiary of this Agreement, for the expense of any litigation to prosecute or defend the rights, charges, fees, costs, and liens created by or memorialized within this Mortgage (including reasonable attorneys fees), shall be paid by the Mortgagor, together with the interest thereon, at the highest rate allowable by law. Any such sum and interest thereon, shall be a claim upon said premises, and shall be deemed to be secured by this Mortgage. The sums paid by or incurred by the holder hereof in accordance with the terms of this paragraph shall be paid by the Mortgagor unto the holder hereof within Thirty (30) days, and the failure or omission of the Mortgagor so to do shall entitle the Mortgagee to add such sums to the principal indebtedness of this Mortgage and the note it secures, and/or at its option declare this Mortgage and the note it secures to be in default, thereupon maturing all of the unpaid indebtedness including the sums advanced hereunder.

11. **EXTENSION IS NOT A WAIVER.** No extension of the time or modification of the of payment of the Promissory Note and no release of any part or parts of the Mortgaged Property by the Mortgagee shall release, relieve, or discharge the Mortgagor from the payment of any sums hereby secured but in such event the Mortgagor shall nevertheless be liable to pay such sums according to the terms of such extension or modification unless specifically released and discharged in writing by the Mortgagee. Any acceptance by the Mortgagee of late or part payment of any installment of principal or interest, or both, or of late or part performance of any covenant, or delay by the Mortgagee for any period of time in exercising the option to mature the entire debt secured hereby shall not operate as a waiver or forfeiture of the right to exercise such option or mature the entire debt secured hereby. **THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING MAY RESULT IN A MODIFICATION OF THE COMMON LAW RULES OF WAIVER AND ESTOPPEL. THE MORTGAGOR AFFIRMATIVELY STATES THAT SUCH MODIFICATION IS INTENDED, IT BEING IN THE BEST INTERESTS OF THE MORTGAGOR TO PERMIT THE MORTGAGEE FLEXIBILITY IN RESPONDING TO VARIOUS SITUATIONS.** As an example, it is to the Mortgagor's benefit that although the Mortgagee has the right to immediate acceleration without notice or demand, the mortgagee not be obligated to accelerate the obligations of the Mortgagor secured hereby where the Mortgagor fails to make a payment when it is due; rather the Mortgagee may permit said late payment without prejudicing the Mortgagee's right hereunder.

12. **COLLECTION OF RENTS.** Mortgagor unconditionally assigns and transfers to Mortgagee all of the rents and revenues of the property. Mortgagor authorizes Mortgagee or Mortgagee's agent to collect the rents and revenues and hereby directs each tenant of the property to pay the rents to Mortgagee or Mortgagee's agent. However, prior to Mortgagee's notice to Mortgagor of Mortgagor's default, Mortgagor shall be entitled to collect the rents, issues and profits from the premises as trustee for the benefit of Mortgagor and Mortgagee. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only. In the event the Mortgagor should assign the rents of the mortgaged premises or any part thereof without the consent of the Mortgagee, then the Entire principal sum secured hereby shall, at the option of the Mortgagee, become immediately due and payable. This Assignment terminates automatically upon satisfaction of this mortgage.

13. **THIRD-PARTY FORECLOSURE PROCEEDINGS.** If any foreclosure proceeding should be instituted on any mortgage inferior to this Mortgage or if any foreclosure proceeding is instituted on any lien of any kind,

Initials BP LL

the Mortgagee may at its option immediately or thereafter declare this Mortgage and the indebtedness secured hereby, due and payable. If there is any mortgage superior to this mortgage, then failure to pay said mortgage when due and in accordance with its terms or failure to abide by the terms of said mortgage shall be deemed a breach of this Mortgage and the Mortgagee at its option may immediately or thereafter declare this Mortgage and the indebtedness hereby secured due and payable. Any payments made to the holder of the said superior mortgage by the holder hereof to prevent a default or acceleration of the said superior mortgage, shall be added to the debt secured hereby and subject to the same terms and conditions as contained in this mortgage or the note hereby secured. The Mortgagor herein hereby agrees to pay the said superior mortgage in accordance with its terms covenanting to keep the same current and paid. Mortgagor hereby grants unto Mortgagee the right to advance such funds necessary to cure any default under the said superior mortgage, such sums so advanced being so secured by the lien provided herein, and interest shall accrue thereon and the highest rate allowable by law from the date of advancement of said sums by Mortgagee until paid. Any modification of any mortgage superior to this Mortgage or waiver of any principal or interest payments on any note or mortgage superior to this Mortgage shall be deemed a breach of the terms and covenants of this Mortgage and the Mortgagee hereof may at its option declare this Mortgage and the indebtedness secured hereby due and payable. Mortgagor hereby irrevocably authorizes Mortgagee at any time to obtain any information Mortgagee may wish from any such superior mortgage on the subject property. Should such superior mortgage require any further authorization to give Mortgagee any information on such superior mortgages, Mortgagor shall immediately, upon demand of Mortgagee, provide such superior mortgagees with any authorization necessary.

14. **INCREASING PRINCIPAL OF ANY SUPERIOR MORTGAGE ON SUBJECT PROPERTY.** Mortgagor shall not in any way increase, or cause to be increased, or attempt to increase the amount of any indebtedness, encumbrance, lien or mortgage which is superior or equal in right, priority and dignity to this mortgage. Should nevertheless such superior or equal dignity mortgage be increased, the **PRINCIPAL INCREASE OF SUCH SUPERIOR OR EQUAL DIGNITY MORTGAGE IS HEREBY IRREVOCABLY ASSIGNED TO MORTGAGEE, AND SHALL BE OF INFERIOR RIGHT PRIORITY AND DIGNITY TO THIS MORTGAGE.** And, the act of increasing such principal of any superior or equal dignity mortgage is a default in these agreements and will entitle Mortgagee to immediately accelerate this mortgage in accordance with all remedies herein.

15. **NOTICE.** The mailing of a written notice of demand, addressed to the mortgagor and owner of record of the mortgaged premises, directed to the said owner at the last address actually furnished to the Mortgagee, or directed to the said owner at the said mortgaged premises, and mailed by the United States Mails, certified mail, return receipt requested, or delivered by overnight carrier providing a delivery receipt, shall be sufficient notice and demand in any matter arising under this instrument and required by the provisions hereof or by law.

16. **MAINTENANCE OF PRIORITY.** To the extent of the indebtedness of the Mortgagor to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the land described herein which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby, and the respective liens of said mortgages, liens or other encumbrances, shall be and the same and each of them hereby is preserved and shall pass to and be held by the Mortgagee herein, as security for the indebtedness to the Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and would have passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto the Mortgagee by separate deed of assignment notwithstanding the fact that the same may be satisfied and canceled of record, it being the intention of the parties hereto that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

17. **ACCELERATION OF MORTGAGE.** If any sum of money herein referred to is not promptly and fully paid within five (5) days next after the same becomes due and payable, or if each and every of the stipulations,

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agreements, conditions and covenants of said promissory note and this mortgage, or either, are not duly performed, complied with and abided by, then, and in that event, the said note shall be deemed accelerated and all moneys secured hereby, shall become immediately due and payable, at the option of said Mortgagee, as fully and completely as if all of the sums of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter at the option of said Mortgagee without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT THAT MORTGAGEE EXERCISES ITS RIGHT TO ACCELERATE THIS MORTGAGE AS PROVIDED HEREIN, MORTGAGEE WILL BE REQUIRED TO PERFORM SUBSTANTIAL ADDITIONAL WORK TO PREPARE FOR AND PROSECUTE A FORECLOSURE PROCEEDING. ACCORDINGLY, IN ORDER TO COMPENSATE THE MORTGAGEE THEREFORE, IN THE EVENT OF SUCH ACCELERATION, IN ADDITION TO ANY OTHER FEES AND COSTS CHARGEABLE TO THE MORTGAGOR BY THE NOTE, THE MORTGAGE OR BY LAW, THE MORTGAGOR AGREES TO PAY TO MORTGAGEE A FEE EQUAL TO 1% OF THE UNPAID PRINCIPAL BALANCE, OR \$250.00, WHICHEVER IS GREATER. SAID FEE SHALL BE DUE AND PAYABLE UPON THE OCCURRENCE OF THE ACCELERATION AND SHALL NOT BE AFFECTED BY ANY AGREEMENT BY THE MORTGAGEE TO PERMIT REINSTATEMENT OF THE LOAN.

18. FUTURE ADVANCES. It is the intent hereof to secure payment of said promissory note whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed 200 % of original principal sum hereof plus Interest thereon and any costs of preparing such future advance documents, inspections to the premises, disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest thereon; and this Mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee to the Mortgagor after the date hereof, which future advances of money, if made, shall be evidenced by a note or notes executed by the Mortgagor to the Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this Mortgage shall be made not more than five (5) years after the date thereof. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances. In the event that this mortgage contemplates a future advance, or is disbursed in draws or periodic payments, Mortgagee shall have the right to refuse to make any further disbursements hereunder, regardless of any agreements with Mortgagor to do so, if any of the payments hereunder from the inception of the loan, have been made after the applicable grace period.

19. CONDEMNATION. If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof, either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of the Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and are hereby irrevocably authorized, at their option, to commence, appear in and prosecute in its own or Mortgagors name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards and damages, claims rights or action and proceeds, any other payments of relief and the right thereto, are hereby assigned by the Mortgagor to Mortgagee; and Mortgagee after deducting therefrom all his expenses including attorney's fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the note. Any balance of monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or any compensation, awards, damages, claims, as rights of action and proceeds as Mortgagee may require and should it be necessary for Mortgagee to retain counsel and compel Mortgagor to comply, Mortgagor agrees in this event to pay all attorney fees of Mortgagee in such action for this purpose.

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20. ESTOPPEL CERTIFICATE. The Mortgagor shall, within five (5) days from written demand by the Mortgagee, execute in such form as shall be required by the Mortgagee, an estoppel certificate and waiver of defenses, duly acknowledged, setting forth the amount of principal and interest unpaid hereunder and the general status of said mortgage, and the failure of the Mortgagor to make and deliver said estoppel certificate and waiver of defenses with the time aforesaid shall constitute a default and a breach of this Mortgage and shall entitle this holder hereof to declare all of the unpaid principal balance immediately due and payable.

21. EXECUTION OF ADDITIONAL DOCUMENTS. At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and be recorded or filed and thereafter to be re-recorded or re-filed at such time and such places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of Mortgagor under the note and this mortgage, and all other instruments securing the note, and the lien of this mortgage upon all of the mortgaged property. Upon any failure for any reason by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or re-file any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee as agent and attorney-in-fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.

22. EVENT OF DEFAULT. Any one of the following shall constitute an event of default: (a) If the Mortgagor defaults in the performance of any of Mortgagor's covenants and agreements contained herein, particularly including, but not limited to the covenants and agreements contained in Paragraphs 2, 3, 4, 7, 8 and 13 hereof, and the said default can be cured by the payment of money, Mortgagee shall have the right at any time, and without waiving or affecting its option to foreclose or any other rights hereunder, to pay such sums of money as may be necessary or required to cure the default, and all sums so paid shall forthwith upon payment thereof, together with interest thereon at the highest rate and any and all costs, charges, abstract fees, attorney's fees and other expenses incurred or expended in connection with the said payment, be due and payable from the Mortgagor to the Mortgagee, and the Mortgage shall stand as security therefore, and any sums so paid shall be deemed an indebtedness in addition to the indebtedness hereby secured. (b) failure for any reason by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the note, this mortgage, any other instrument securing the note or any other instrument collateral to the note or executed in connection with the sums secured hereby for a period of five (5) days after Mortgagee gives written notice specifying the breach. (c) If either Mortgagor or any Guarantor or endorsee of the note: (i) files a voluntary petition in bankruptcy, or (ii) is adjudicated bankrupt or insolvent, or (iii) files any petition or answer seeking or acquiescing in any relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, aster or liquidator of itself or of all or any substantial part of the Mortgaged Property, or (v) makes any general assignment for the benefit of the creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due, or (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any guarantor or endorser of the note, seeking any relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for any aggregate of sixty (60) days whether or not consecutive from the date of entry thereof, or (viii) any trustee, receiver or liquidator of Mortgagor or all of any substantial part of the Mortgaged Property is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive. (d) Failure of the Mortgagor, after notice from Mortgagee, to timely satisfy any lien recorded against the property. (e) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the note, this mortgage or any other instrument securing the note or relied upon by the Mortgagee in making the loan herein secured.

23. REMEDIES AFTER DEFAULT. Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lot or parcels, the Mortgaged Property under the Judgment or decree of a court or courts of competent

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jurisdiction. The pursuit of any one such remedy shall not be deemed an election of remedies which would prevent mortgagee from there after pursuing any other remedy.

24. ABANDONMENT. If at any time while this mortgage is in default the mortgaged premises shall be abandoned, vacated or left unattended, the Mortgagee, if in its discretion such steps are necessary for the protection of the property, shall have the right, power and authority at its option to enter upon the property and to secure same by changing the locks thereon, to paint and repair such premises, and to place signs thereon notifying that it has taken possession of the premises and may also place signs thereon offering to sell the premises subject to its acquisition of title thereto by foreclosure proceedings or otherwise and to show the property to potential purchasers; and any such action by Mortgagee as described above shall not be deemed a trespass or trespasses or unlawful detainer upon such premises. Furthermore, in the event of default hereunder, and the Mortgagor shall, either prior or subsequent to said default, remove or cause to be removed all or substantially all of the Mortgagors personal property on the mortgaged property, the such default and abandonment of the property shall constitute a default and abandonment of the mortgaged premises by the Mortgagor. Upon acquisition of title to the mortgaged premises by the Mortgagee by foreclosure sale or otherwise, Mortgagee shall have the right to remove from the premises any and all personal property therein contained and no liability shall attach to the Mortgagee to account for such personal property or for damages occasioned by the loss, theft or removal of such personal property. Any costs or expenses of Mortgagee for securing, repairing or any other activities upon the premises pursuant to this paragraph shall be the responsibility of the Mortgagor.

25. MUNICIPAL CODE VIOLATIONS. Should the property, whether occupied or vacant, be left in grossly unrepaired condition, to the point that municipal liens start accruing, or should the Lender be made aware that or have good reason to believe that municipal liens may start accruing soon, or should the property be vandalized or damaged such that a grossly unrepaired lienable condition exists, then Lender shall have the right, at his sole discretion, to pull permits and/or make repairs, no matter how extensive, to bring the property into compliance with applicable municipal regulations, so as to abate the risk of liens to the property, at whatever reasonable expense as deemed necessary and prudent by Lender. Borrower hereby appoints Lender as his agent to apply for any permits which may be required to repair the property. Borrower acknowledges that any costs incurred by Lender for permits, labor and/or materials, or any other cost associated with such property repair, including but not limited to the cost of any municipal liens paid on the account of Borrower, shall be deemed an advance under the applicable terms of this mortgage and shall accrue interest at the highest rate allowable by law.

26. TIME IS OF THE ESSENCE. It is specifically agreed that time is of the essence to this mortgage and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

27. MODIFICATION. It is understood and agreed that the Mortgagee may at any time, and from time to time, without notice to any person, grant to any Mortgagor, Co-Borrower, guarantor or lien holder, any modification of the Note or of the Mortgage of any kind or nature whatsoever, or release or modify, in whole or in part, any or all of the obligations of any Mortgagor, Co-Borrower, guarantor or lien holder, or allow any change or changes, substitution or substitutions of any of the property described in this Mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of any other Mortgagor, Co-Borrower or guarantor, or any other person for the payment of said indebtedness together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral which is not changed, or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this Mortgage or any other collateral, or any property described in this Mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of any Mortgagor, Co-Borrower or guarantor and all other persons who are or shall be liable for the payment of said indebtedness, without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for the

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amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the mortgaged property which is un-released, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.

28. PAYOFF. Payoff funds shall be paid only by wire transfer to Mortgagee's bank account or to an account that Mortgagee expressly designs. Mortgagor shall prepare and deliver to Mortgagee a Satisfaction of Mortgage form for execution. Mortgagee shall upon request; return the original documents herein marked paid and canceled. The Mortgagor shall be responsible for recording the Satisfaction of Mortgage. Payoff may only be made at the bank account designated by the Lender. Any payoff not received by 12 noon must include per diem interest through the next business day. Mortgagee will provide one Payoff/Estoppel letter at request of Mortgagor during the term of this mortgage at no charge. There will be an administrative charge of \$50.00 for each additional payoff/estoppel letter requested. Borrower shall be responsible for the payment of any fees and/or costs incurred by the Lender in connection herewith.

29. AGENT FOR MORTGAGEE: Not Applicable.

30. NO TRANSFERS. All sums remaining unpaid under the note and this Mortgage shall become immediately due and payable upon the sale or transfer of the Mortgaged Property or any interest therein or any interest or beneficial interest in any business entity that may own or have an ownership interest in the Mortgaged Property. Mortgagor covenants and agrees not to sell, convey, transfer, lease, enter into any contract for deed, or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and, unless all sums due under the note and this Mortgage are paid in full, any such sale, conveyance, transfer, lease or contract for deed or encumbrance made without the Mortgagee's consent shall be deemed null and void and shall constitute an event of default hereunder, in which event, Mortgagee shall be entitled to pursue any and all available remedies, including but not limited to foreclosure.

31. SUBMISSION TO JURISDICTION OF COURT. Mortgagor stipulates and submits to the jurisdiction of the Courts of the State of Florida, admits as true the authenticity of the Mortgage and Note; and waives the right to assert or file: (I) affirmative defenses to any Complaint; (ii) permissive or mandatory counterclaims against Mortgagee or any of its predecessors in interest, subsidiaries, affiliates, officers, directors, agents or attorneys, except for any claims which might exist solely related to Mortgagor's right to receive notice and, have an opportunity to cure a default after this date and that Mortgagee shall have the right to an immediate judgment in this lawsuit based upon the admissions contained herein. It shall be presumed that if Mortgagor, through subsequent pleading, denies the allegations of the Complaint, or otherwise files affirmative defenses or counterclaims, that such filings are made in bad faith and for the sole purpose of hindering and delaying the lawsuit.

32. REQUIRED REPAIRS. ALL REPAIRS AND IMPROVEMENTS NECESSARY TO PUT THE MORTGAGED PREMISES IN SALEABLE CONDITION MUST BE COMPLETED WITHIN 120 DAYS OR THIS MORTGAGE WILL BE DEFAULT.

33. MISCELLANEOUS. All changes, alterations, deletions or additions to the substance of any paragraph in this mortgage which have been agreed to between Mortgagor and Mortgagee, have been initiated by the Mortgagor as additional proof of Mortgagor's consent thereto. In the event that any of the covenants, agreements, instrument securing the note: shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the note and by any other instrument securing the note shall be in no way affected, prejudiced or disturbed thereby. In the event that this mortgage agreement is governed by HOEPA, despite statements to the contrary herein, the default rate of interest shall not exceed the note rate.

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34. THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT WHICH THE UNDERSIGNED MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER THE UNDERSIGNED OR THE HOLDER HEREOF. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE HOLDER HEREOF TO MAKE A LOAN TO THE UNDERSIGNED IN THE PRINCIPAL AMOUNT HEREINBEFORE PROVIDED ABOVE.

35. CROSS-DEFAULT PROVISION. Mortgagor's default under, or breach of any terms or conditions of, any note or agreement in which Mortgagee has an interest shall constitute a breach of this Mortgage and Mortgagee may invoke any of the remedies permitted by this Mortgage.

IN WITNESS WHEREOF, the Mortgagor on the day and year first above written has executed these presents under seal, in the manner prescribed by law.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$500,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Signed, sealed read and delivered,

By Fintavi LLC, a Florida limited liability company



By: Bernardo Pandolfi, as Authorized Member



By: Lucia Laureiro, as Authorized Member

City: Virginia
County: Stafford County
Country: USA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 15 day of November 2023, by Bernardo Pandolfi and Lucia Laureiro, as Authorized Members of Fintavi LLC, a Florida limited liability company, on behalf of the company. They ☐ are personally known or ☒ have produced Passport as identification.

Notarized online using audio-video communication



Notary Public



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Exhibit "A"

The North 1/2 of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 21 South, Range 31 East, Less the East 33 feet thereof reserved for road right of way, Public Records of Seminole County, Florida.

LESS AND EXCEPTING therefrom the following described Parcel:

Begin at the Southwest corner of Section 19, Township 21 South, Range 31 East, run North along West line of Section 19, Township 21 South, Range 31 East 329.41 feet to the Point of Beginning. Run thence North along West line of Section 19, Township 21 South, Range 31 East, a distance of 488 feet, thence East 1392 feet to center line of Brooks Road, said point being 485 feet South of the Northeast corner of Southwest Quarter of Southwest Quarter of Section 19, Township 21 South, Range 31 East, run thence South along center line of Brooks Lane 165 feet, thence West parallel to the North line 747 feet, thence South 321 feet, thence West 646 feet to the Point of Beginning.

(Less the East 33 feet of the North 165 feet for Brooks Lane.)

Opinion of Title

To: SEMINOLE COUNTY, FLORIDA

With the understanding that this Opinion of Title is furnished to SEMINOLE COUNTY, FLORIDA, in compliance with Chapter 35 of the Seminole County Land Development Code and as an inducement for acceptance of a proposed final subdivision plat covering the certain real property legally described in **EXHIBIT "A"** attached hereto (the "**Property**"), it is hereby certified that we have examined that certain Commitment for Title Insurance from Old Republic National Title Insurance Company (the "**Title Company**") having File Number 57799-0001 and dated December 20, 2023 which covers the period from the BEGINNING to December 20, 2023 at 8:00 a.m. (the "**Effective Date**") and relate to the Property (collectively, the "**Title Evidence**").

Basing our opinion on said Title Evidence covering said period we are of the opinion that, as of the Effective Date, fee simple title to the Property was vested in: **FINTAVI LLC, a Florida limited liability company ("Owner")**.

Subject to the following encumbrances, liens and other exceptions:

A. GENERAL EXCEPTIONS:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed subsequent to the Effective Date but prior to the date of this opinion.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2024 and subsequent years.
7. Rights of tenants and/or parties in possession, and any parties claiming, by through or under said tenants or parties in possession, as to any unrecorded leases or rental agreements.

B. RECORDED MORTGAGES AND SECURITY INSTRUMENTS:

1. Mortgage from Owner, as mortgagor, in favor of Woolf Investments LLC, a New Jersey limited liability company, as mortgagee, recorded on November 20, 2023 in Official Records Book 10540, Page 1082, of the Public Records of Seminole County.

C. SPECIAL EXCEPTIONS:

1. Seminole County Development Order recorded in Official Records Book 6558, Page 346, of the Public Records of Seminole County, Florida.
2. Affidavit and Easement in favor of Florida Power Corporation recorded in Official Records Book 3108, Page 437, of the Public Records of Seminole County, Florida.
3. Easement for ingress and egress along the East 33 feet of the subject parcel as set forth in the Quit-claim Deed recorded in Official Records Book 2008, Page 1517, of the Public Records of Seminole County, Florida.

Therefore, it is our opinion that the following parties must join in the platting of the above described real property in order to make the Plat a valid and binding covenant of the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
FINTAVI LLC, a Florida limited liability company	Fee Simple Title Holder	N/A
Woolf Investments LLC, a New Jersey limited liability company	Mortgage	BI

I, the undersigned, further certify that I am an Attorney at Law duly admitted to practice in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted this 3rd day of January, 2024.

SHUTTS & BOWEN LLP

By: [Signature]
Name: David J. Coviello
200 South Biscayne Blvd.
Suite 4100
Miami, Florida 33131
Florida Bar No.: 11825

STATE OF FLORIDA }
 }SS:
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of January, 2024, by David J. Coviello, who is personally known to me or has produced a Florida Driver's License as identification.

[Signature]
Notary Public; State of Florida
Print Name: Susan C. Macet
My Commission Expires: _____
My Commission No.: _____

[SEAL]

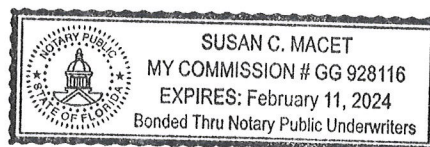


EXHIBIT "A"

Legal Description of Property

The North 1/2 of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 21 South, Range 31 East, Less the East 33 feet thereof reserved for road right of way, Public Records of Seminole County, Florida.

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(Less the East 33 feet of the North 165 feet for Brooks Lane.)



**Seminole County Government
Development Services Department
Planning and Development Division
Credit Card Payment Receipt**

If you have questions about your application or payment, please email us eplandesk@seminolecountyfl.gov or call us at: (407) 665-7371.

Receipt Details

Date: 2/7/2024 1:33:08 PM
Project: 24-55100001
Credit Card Number: 40*****9493
Authorization Number: 038273
Transaction Number: 070224C2A-89593B78-DFCF-44C2-B2D7-A277CF04143A
Total Fees Paid: 1687.54

Fees Paid

Description	Amount
CC CONVENIENCE FEE -- PZ	7.54
PRELIMINARY SUBDIVISION	1680.00
Total Amount	1687.54