

***Newton Road
Community Development District
November 21, 2025***

Newton Road
Community Development District
(Vivant)
Agenda

Seat 1: Teresa Baluja – C	
Seat 2: Vanessa Perez – V.C.	
Seat 3: Carmen Orozco – A.S.	
Seat 4: Marc Szasz – A.S.	
Seat 5: Raisa Krause – A.S.	

Friday
November 21, 2025
9:45 a.m.

The Office of Lennar Homes
5505 Waterford District Drive Miami, Florida
Join the meeting now

Meeting ID: 255 267 174 072 and Passcode: 3ut97oi3
1 872-240-4685 and Phone Conference ID: 321 189 93#

1. Roll Call
2. Approval of Minutes of May 16, 2025 Meeting – **Page 3**
3. Consideration of **Resolution #2026-01** Local Government Publication of Legal Advertisements and Public Notices on County Designated Website – **Page 9**
4. **Appointment of Audit Selection Committee – Page 19**
Audit Selection Committee Meeting:
 - A. Opening Audit Selection Committee Meeting**
 - B. Roll Call**
 - C. Selection of Criteria for Evaluation**
 - D. Authorizing of RFP**
 - E. Adjournment**
5. Staff Reports
 - A. Attorney – Notice of Intent – **Page 23**
 - B. Engineer – Engineering Agreement – **Page 53**
 - C. Manager
 - 1) Consideration of FY2025 – FY2026 Performance Measures and Standards as Required by Florida Statute 189.0694 – **Page 65**
 - 2) Discussion of Maintenance Agreement between the District and the HOA – **Page 70**
6. Financial Reports
 - A. Approval of Funding Request **#6 & #7 – Page 87**
 - B. Approval of Unaudited Financials – **Page 89**
7. Supervisors Requests and Audience Comments
8. Adjournment
Meetings are open to the public and may be continued to a time, date, and place certain. For more information regarding this CDD please visit the website: <https://www.newtonroadcdd.com/>

**MINUTES OF MEETING
NEWTON ROAD
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Newton Road Community Development District was held on Friday, May 16, 2025, at 9:49 a.m. at The Office of Lennar Homes, 5505 Waterford District Drive, Miami, Florida.

Present and constituting a quorum were:

Vanessa Perez
Carmen Orozco
Raisa Krause

Vice Chairperson
Assistant Secretary
Assistant Secretary

Also present were:

Juliana Duque
Ginger Wald

District Manager, GMS
District Attorney

FIRST ORDER OF BUSINESS

Roll Call

Ms. Duque called the meeting to order. Three Supervisors were present in person, constituting a quorum.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the April
18, 2025 Meeting**

Ms. Duque: The next item is approval of the minutes of the April 18, 2025, meeting. This is a moment to make any additions or corrections. If there are no changes, a motion to approve will take place.

On MOTION by Ms. Perez, seconded by Ms. Krause with all in favor, the Minutes of the April 18, 2025, Meeting, were approved.
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**THIRD ORDER OF BUSINESS : Consideration of Resolution
#2025-22 Bond Delegation
Resolution**

- A. Form of Bond Purchase Contract**
- B. Form of Preliminary Limited Offering Memorandum**
- C. Form of Continuing Disclosure Agreement**
- D. Form of First Supplemental Trust Indenture**

Ms. Duque: This Resolution is a formal authorization from the CDD's Board that permits designated officers or staff to finalize and execute the sale of bonds within specified parameters, such as maximum amount, interest rate, or maturity date. The bond resolution includes several exhibits: the Form of Bond Purchase Contract, Form of Preliminary Limited Offering Memorandum, Form of Continuing Disclosure Agreement, and Form of First Supplemental Trust Indenture. If there are no questions, we will proceed with a motion to approve the Bond Delegation Resolution.

On MOTION by Ms. Perez, seconded by Ms. Krause, with all in favor, Resolution #2025-22 Bond Delegation Resolution Setting the Bond Validation Hearing on May 28, 2025, was approved.

**FOURTH ORDER OF BUSINESS : Consideration of Ancillary
Documents**

A. Acquisition Agreement

Ms. Wald: The first document is your Acquisition Agreement. This is for the Acquisition of the CDD's improvements and payment of the bonds.

B. Collateral Assignment and Assumption of Development Rights

Ms. Wald: This is for if there was ever a default, this is provided by the developer to the CDD for that assignment and the development rates. The CDD will then be able to complete the public infrastructure that the bonds are financing.

C. Completion Agreement

Ms. Wald: The third agreement is the completion agreement.

D. Declaration of Consent to Jurisdiction

Ms. Wald: This is just a form. This is not something the CDD executes. This is executed by the developer, contending with the issuer of the bonds.

E. Lien of Record

Ms. Wald: This will be recorded to show that a lien over all the properties that have been issued is in the public records.

F. True-Up Agreement

Ms. Wald: In the case that there is a change with the site plan and there are less number of units built, the District must use a true-up analysis that is done. The District manager will write up that analysis, and any payments that are required to get caught up with the bonds will have to be paid by the developer. The ancillary documents that you have seen before are required. We have a request to approve each one of the documents. We can do them all separately or all at once, and if you choose, in substantial form. Does anyone have any questions?

On MOTION by Ms. Perez, seconded by Ms. Krause with all in favor, the Ancillary Documents were approved in substantial form.

Ms. Perez: What is the timing on this?

Ms. Wald: The final validation hearing will be on May 28th. As you know, we have to wait 30 days, so we will be looking at the end of June, and from there we can proceed forward. Summer is still possible. What are you looking at for the timeline?

Ms. Perez: I am not looking at anything, just wanted to know.

FIFTH ORDER OF BUSINESS

**Acceptance of Preliminary
Supplemental Assessment
Methodology for Special
Assessment, Bonds Series 2025**

Ms. Duque: This Supplemental Assessment Methodology Report serves as an update to the Master Assessment Methodology Report dated February 11, 2025, to reflect the issuance of \$4,210,000 in Series 2025 Bonds for financing a portion of the Project.

The purpose of this report is to allocate the \$4,210,000 in bond debt to the benefited properties by the Master Methodology. Table 1 outlines the development plan provided by the developer, Lennar Homes LLC. Table 2 summarizes the engineering report, which details the capital improvements needed to support the District's development. Table 3 presents the bond sizing for the 2025 bonds. The public improvements, described in detail in the engineer's report, are estimated to cost \$12,008,000 and will be funded through one or more bond series. The District underwriter has identified the need for \$4,210,000 in 2025 bonds to fund a portion of these improvements. Table 4 shows the allocation of benefits as established in the methodology, confirming that this report does not alter the benefit allocation in the master report. The initial assessment will be distributed equally across all acres within the District to ensure accurate and proportional allocation of debt to the properties directly benefiting from the improvements. Table 5 displays the calculated per-unit amount of the 2025 bonds based on the benefit allocation. The villas will have an annual debt assessment per unit of \$1,134.98, and the condominiums will have an annual debt assessment per unit of \$1,089.58. Table 6 provides the preliminary assessment. If there are no questions, we will proceed with a motion to approve.

On MOTION by Ms. Perez, seconded by Ms. Krause, with all in favor, the Preliminary Supplemental Assessment Methodology for Special Assessment, Bonds Series 2025, was approved.

SIXTH ORDER OF BUSINESS

Ranking of Respondents to Engineering Proposals

Ms. Duque: As you know, we received only one response to our RFP. We still must follow the standard evaluation procedures to ensure transparency in the process. First, we confirm if the proposal met all the RFP requirements, and next, we need to apply our established evaluation criteria to score the proposal. The engineer made sure the proposal met all the minimum requirements for the selection. For the record, I would like to mention that there are no members of the public present today. Based on this evaluation, I recommend moving forward with Alvarez Engineer.

On MOTION by Ms. Perez, seconded by Ms. Krause, with all in favor, the Ranking of Respondents to Engineering Proposals with Alvarez Engineering, ranked #1, was approved.

SEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Wald: Don't forget your Form 1, and you will have to do the ethics training again. We have already provided the updates to the District manager, so we will go ahead and send that to you so you can just click on the links. December 31st is the deadline for that. Don't forget, before you fill out Form 1 this year, check the box that says you completed the ethics training. It may or may not ask for more information; this is the first go-around. I do not do it, so I do not know what it is going to ask, but if it does, put in the date you took it on. Everything is now electronic. You should get an email or get in touch with Juliana to make sure you get it. None of my Board members has received this yet, and they should have received it by now.

Ms. Duque: It is with the Florida Commission on Ethics.

Ms. Wald: No one has a reason for them not coming out yet; it is usually by May. The email will be from the Florida Ethics Commission.

Ms. Duque: I think it was a general email from a manager.

Ms. Perez: I have the email.

Ms. Duque: So, you did receive it?

Ms. Perez: I got it back in January.

Ms. Wald: I bet it was sent when you first got on the Board.

Ms. Duque: If you click on the same link, it will send you to Form 1.

Ms. Wald: I never told you about the validation hearing. That was successful with no one showing up. That is all I have.

B. Engineer

Ms. Duque: There is nothing to follow up with from the engineer.

C. Manager – Consideration of Proposed Fiscal Year 2026 Meeting Schedule

Ms. Duque: On the same day we meet for this District, the Board also meets for other Districts. I understand the Board may want to adjust some meeting times; however, if the Board agrees, we can keep the Newton Road District's regularly scheduled meetings for Fiscal Year 2026 at 9:45 a.m. on the third Friday of each month at the Lennar Homes office.

On MOTION by Ms. Perez, seconded by Ms. Krause, with all in favor, the Fiscal Year 2026 Meeting Schedule was approved.

EIGHTH ORDER OF BUSINESS

Financial Reports

A. Approval of Funding Request #4

Ms. Duque: The next item is the approval of a Funding Request #4. Do we have a motion to approve?

On MOTION by Ms. Perez, seconded by Ms. Krause with all in favor, Funding Request #4 was approved.

NINTH ORDER OF BUSINESS

Supervisors' Requests and Audience Comments

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Perez, seconded by Ms. Krause with all in favor, the meeting was adjourned.

Secretary /Assistant Secretary

Chairman / Vice Chairman

RESOLUTION 2026-01

A RESOLUTION OF THE NEWTON ROAD COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE INTERLOCAL ACCESS AGREEMENT FOR LOCAL GOVERNMENT PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON COUNTY DESIGNATED WEBSITE; APPROVING SAME; PROVIDING FOR AUTHORIZED SIGNATORIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Supervisors of the District has found that cost of publishing advertisements and public notices of the District on the Miami-Dade County website (legalads.miamidade.gov) (the "County Designated Website") is a lower cost alternative to the cost of publishing advertisements and public notices in print in a newspaper.

WHEREAS, pursuant to Sections 50.011 and 50.0311, Florida Statutes, the Board of Supervisors is authorized and desires to publish certain advertisements and public notices of the District on the County Designated Website;

WHEREAS, at its meeting on **November 21, 2025**, the Board approved the Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website (the "ILA") between the District and Miami-Dade County, Florida (the "County"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Board has authorized **Teresa Baluja**, as Chair of the Board of Supervisors of the District, or, in the alternative, **Vanessa Perez**, as Vice-Chair of the Board of Supervisors of the District, to execute the ILA and any other documents related to the ILA; and

WHEREAS, the District Manager has the authority to take any and all actions related to the ILA and utilization of the County Designated Website, including, but not limited to, the publication of advertisements and public notices on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF NEWTON ROAD COMMUNITY DEVELOPMENT DISTRICT, THAT;

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board of Supervisors.

Section 2. That **Teresa Baluja**, as Chair of the Board of Supervisors of the District, or, in the alternative, **Vanessa Perez**, as Vice-Chair of the Board of Supervisors, are authorized, on behalf of the District, to execute the ILA and any other documents related thereto, on behalf of the District.

Section 3. The District Manager has the authority to take any and all actions related to the ILA and utilization of the County Designated Website, including but not limited to the publication of advertisements and public notices on behalf of the District.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 201st DAY OF NOVEMBER 2025.

ATTEST:

**NEWTON ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

Secretary/Assistant Secretary

Print Name: _____

Chair / Vice-Chair, Board of Supervisors

**Interlocal Access Agreement for Local Government Publication of Legal
Advertisements and Public Notices on County Designated Website**

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and Newton Road Community Development District, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

RECITALS

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead be placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessible website – **legalads.miamidade.gov** - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

TERMS

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.

2. Designation of Website. The County has designated **legalads.miamidade.gov** (“Website”) as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County’s notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the “Website” for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County’s choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties (“Effective Date”) and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an “Extension Term”) on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government’s use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time (“Legal

Requirements"). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government's use of the Website, and any County administrative staff time required to facilitate Local Government's use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:

Miami-Dade County Communications and Customer Experience Department
ATTN: Inson Kim
111 NW 1st Street
Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:

Newton Road Community Development District 5385

N Nob Hill Road, Sunrise, FL 33351

c/o Jennifer McConnell

19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

25. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

COUNTY

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI-DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

By: _____

____ day of _____, 20____

LOCAL GOVERNMENT

Newton Road Community Development District

ATTEST:

By: _____
Chair / Vice Chair

Secretary / Assistant Secretary

Print Name

____ day of _____, 20____

Approved as to form
and legal sufficiency:

**Newton Road Community Development District
Request for Proposals for Annual Audit Services**

The Newton Road Community Development District hereby requests proposals for annual financial auditing services. The proposals must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2025, with an option for four (4) Woodadditional annual renewals. The Districts a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The Districts located in Miami-Dade County and is approximately 20 acres in area. The District currently has an operating budget of approximately \$73,416.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes and be qualified to conduct audits in accordance with "Governmental Auditing Standards", as adopted by the Florida Board of Accountancy. The Audit shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include additional qualification requirements, evaluation criteria and instructions to proposers are available from the District's Manager at the address and telephone number listed below.

Proposers must provide (1) electronic copy emailed to RFP@GMSSE.COM and one (1) hardcopy of their proposal to Newton Road Community Development District, Attn: District Manager, 5385 N Nob Hill Road, Sunrise, Florida 33351, Telephone (954) 721-8681, in an envelope marked on the outside "Auditing Services, Newton Road Community Development District." Proposals must be received by 11:00 am. On November 25, 2025, at the offices listed above. Please direct all questions regarding this notice to the Treasurer, Patti Powers at (954) 721-8681.

Patti Powers
Treasurer

**NEWTON ROAD COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2025
Miami-Dade County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than 11:00 am, November 25, 2025, at the offices of District Manager, located at 5385 N Nob Hill Road, Sunrise, FL 33351. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances, and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit (1) hardcopy and (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein. Hardcopy shall be enclosed in an opaque sealed envelope, marked with the title “Auditing Services – Newton Road Community Development District” on the face of it. Electronic copy shall be emailed to RFP@gmssf.com

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District, Newton Road CDD, has the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid contract award.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

LAW OFFICES

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

ESTABLISHED 1977

KENNETH W. MORGAN, JR.
MICHAEL J. PAWELCZYK
MANUEL R. COMRAS
ANDREW A. RIEF
JEFFERY R. LAWLEY
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PALM BEACH GARDENS, FLORIDA 33418
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(561) 659-6173 FAX

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PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN
GREGORY F. GEORGE
GABRIELLA A. FERNANDEZ PEREZ
LORI B. LEWELLEN
LIZA E. SMOKER
LUCAS A. WILLIAMS

OF COUNSEL

CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL
GERALD L. KNIGHT
DENNIS E. LYLES
BRUCE M. RAMSEY
RICHARD T. WOULFE

STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

June 13, 2025

VIA E-MAIL AND U.S. MAIL

Ms. Juliana Duque
Governmental Management Services- South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351


Re: Newton Road Community Development District
Our file: 1208.25024

Dear Juliana:

I enclose a Notice of Intent to Conditionally Close a Contaminated Site Using Institutional Controls from Bilzin Sumberg, which was received by our office as registered agent for the District on June 12, 2025. I am forwarding this to your attention as District Manager for comment and action, as you deem appropriate. Please note the 30-day comment period, which expires on or about July 12, 2025.

If I hear nothing further from you, I will assume that we need to do nothing further regarding this matter on behalf of the District. Should you require any further assistance from this office regarding this matter, please let me know.

Very truly yours,



Michael J. Pawelczyk
For the Firm

MJP/jmp
Enclosure

cc: Juan Alvarez (via e-mail only)

Alex Barshel
Tel 305.350.7233
ABarshel@bilzin.com

June 9, 2025

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Newton Road Community Development District
c/o Michael J. Pawelczyk, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301

**Re: Notice of Intent to Conditionally Close a Contaminated Site Using
Institutional Controls**

To Whom It May Concern:

You are receiving this notice because you are, or your organization is, the holder of the following recorded instrument(s): Notice of Establishment of the Newton Road Community Development District, recorded at Official Records Book 34601, Page 2273, of the Public Records of Miami-Dade County, Florida (copies of which are attached hereto as **Attachment A**), on certain property owned by TPG AG EHC III (LEN) Multi State 3, LLC, a Delaware limited liability company (the "Owner"), located in the vicinity of SW 280th Street and SW 157th Avenue, Miami-Dade County, Florida (the "Property").

In connection with certain environmental site rehabilitation activities on the Property, the person responsible for site rehabilitation will be requesting that the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management ("DERM") approve a No Further Action with Conditions ("NFAC") Proposal with Institutional Controls for a contaminated site relating to the Property. The Owner intends to restrict exposure to contamination in the following manner: access to groundwater shall be permanently restricted at the Property. The restrictions will be set forth in a Declaration of Restrictive Covenant running with the land and recorded in the Public Records of Miami-Dade County.

Attached to this letter is a summary of the contamination addressed by the institutional controls (**Attachment B**), including the type of contamination, the affected media, and the location of the contamination. Please contact the undersigned if you have any questions regarding this notice. In addition, you may contact Maria Marquez (contact information below) to discuss the status of the work. Complete copies of the draft covenant are available online at <http://ecmrer.miamidade.gov>. Please use the DERM case number HWR-01368 when communicating with DERM or accessing the online records.

Holders of recorded interests and local governments have 30 days from receipt of this notice to provide comments to DERM. Within the 30-day comment period, those parties may request additional time for review. Such comments should be sent to Maria Marquez, Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management, 701 NW 1st Ct., Miami, Florida 33136, or maria.marquez@miamidade.gov.

Sincerely,

Alex Barshel

Alex Barshel

MS: BSBPA
cc: Maria Marquez
Attachments

Attachment A



CFN 2025R0081464
OR BK 34601 Pgs 2273-2274 (2Pgs)
RECORDED 02/03/2025 13:08:54
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

This instrument prepared by or under the supervision of (and
after recording should be returned to):

(Space reserved for Clerk of Court)

Name: Michael J. Pawelczyk, Esq.
Address: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301

NOTICE OF ESTABLISHMENT OF THE NEWTON ROAD COMMUNITY DEVELOPMENT DISTRICT

This Notice is recorded pursuant to the requirements of Section 190.0485, Florida Statutes. The Newton Road Community Development District was established by virtue of Ordinance No. 25-4 of the Board of County Commissioners of Miami-Dade County, Florida, adopted January 22, 2025, and effective February 1, 2024.

The legal description of the Newton Road Community Development District is attached hereto and incorporated by reference herein as Exhibit A.

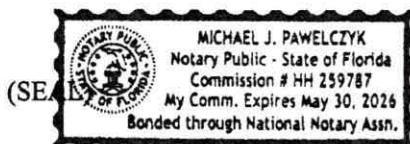
THE NEWTON ROAD COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

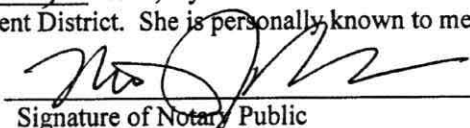
By: 

Ginger E. Wald, District Counsel
Newton Road Community Development District

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of February 2025, by GINGER E. WALD as District Counsel of the Newton Road Community Development District. She is personally known to me.




Signature of Notary Public

Michael J. Pawelczyk

Printed Name of Notary
Notary Public, State of Florida

Exhibit "A"

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE N00°59'51"W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, OF THE SOUTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1341.32 FEET; THENCE N88°59'54"E, ALONG THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4, OF THE SOUTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 669.64 FEET; THENCE S00°57'13"E, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1343.43 FEET; THENCE S89°10'46"W, ALONG THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 FOR A DISTANCE OF 668.62 FEET TO THE POINT OF BEGINNING.

Attachment B

SITE ASSESSMENT SUMMARY

Thang Dang/BAAAMA
Vicinity of SW 280 Street and SW 157th Ave
Miami-Dade County, Florida
HWR-1368

June 6, 2025

SCS Engineers (SCS) presents this Site Assessment Summary of the Thang Dang/BAAAMA Property, which is located in the vicinity of SW 280th Street and SW 157th Avenue in Miami-Dade County, Florida (the Site). The Site was historically used for agricultural purposes and is currently being redeveloped for residential use. The approximate Site boundaries are illustrated on **Exhibit B, Figure 1**. Based on review of readily-available aerial photographs, the Site appears to have been used for agricultural purposes since at least 1938. Due to the history of agricultural use, environmental assessment at the Site commenced in 2023.

SCS prepared the following Site-specific environmental assessment reports, all of which were submitted to the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM):

- Site Assessment Report, dated May 26, 2023
- Site Assessment Report Addendum, dated September 7, 2023
- Second Quarterly Sampling Report – Groundwater, dated October 2, 2023
- Third Quarterly Sampling Report – Groundwater, dated January 19, 2024
- Response to Comments, November 9, 2023, dated February 14, 2024
- Response to Comments, February 20, 2024, dated April 17, 2024
- Response to Comments, April 12, 2024, dated May 14, 2024
- Proposed Sentinel Well Monitoring Plan, dated June 21, 2024
- Revised Sentinel Well Plan, dated August 7, 2024
- Response to DERM Comments dated June 3, 2024, and Fifth Quarterly Groundwater Sampling Report, dated August 12, 2024
- Response to DERM Comments dated June 26, 2024, dated August 23, 2024

Site assessment activities commenced in July 2023. During these activities, reported concentrations of arsenic in the soil were above the residential soil cleanup target level (RSCTL) of 2.1 milligrams per kilograms (mg/kg). However, based on the DERM-approved Soil Arsenic Background Study, these reported arsenic concentrations are consistent with established subregional background concentrations. Reported concentrations of chromium in the soil were identified above the leachability based on groundwater criteria (LSCTL) of 38 mg/kg, but below the groundwater cleanup target level (GCTL) of 100 micrograms per liter (µg/L) based on Synthetic Precipitation Leaching Procedure (SPLP) analysis. Reported concentrations of manganese in the soil were identified below the RSCTL but above the Miami-Dade County Natural Background Concentration of 55 mg/kg, and the GCTL of 50 µg/L based on SPLP analysis. However, the soil is not considered leachable as four quarters of groundwater sampling for manganese did not identify concentrations above the applicable GCTL, as further discussed below. Therefore, there are no soil restrictions for the Site. Historical soil analytical results are summarized in **Exhibit B, Table 1A** and **Exhibit B, Table 1B** and historical soil boring locations are illustrated on **Exhibit B, Figure 2**.

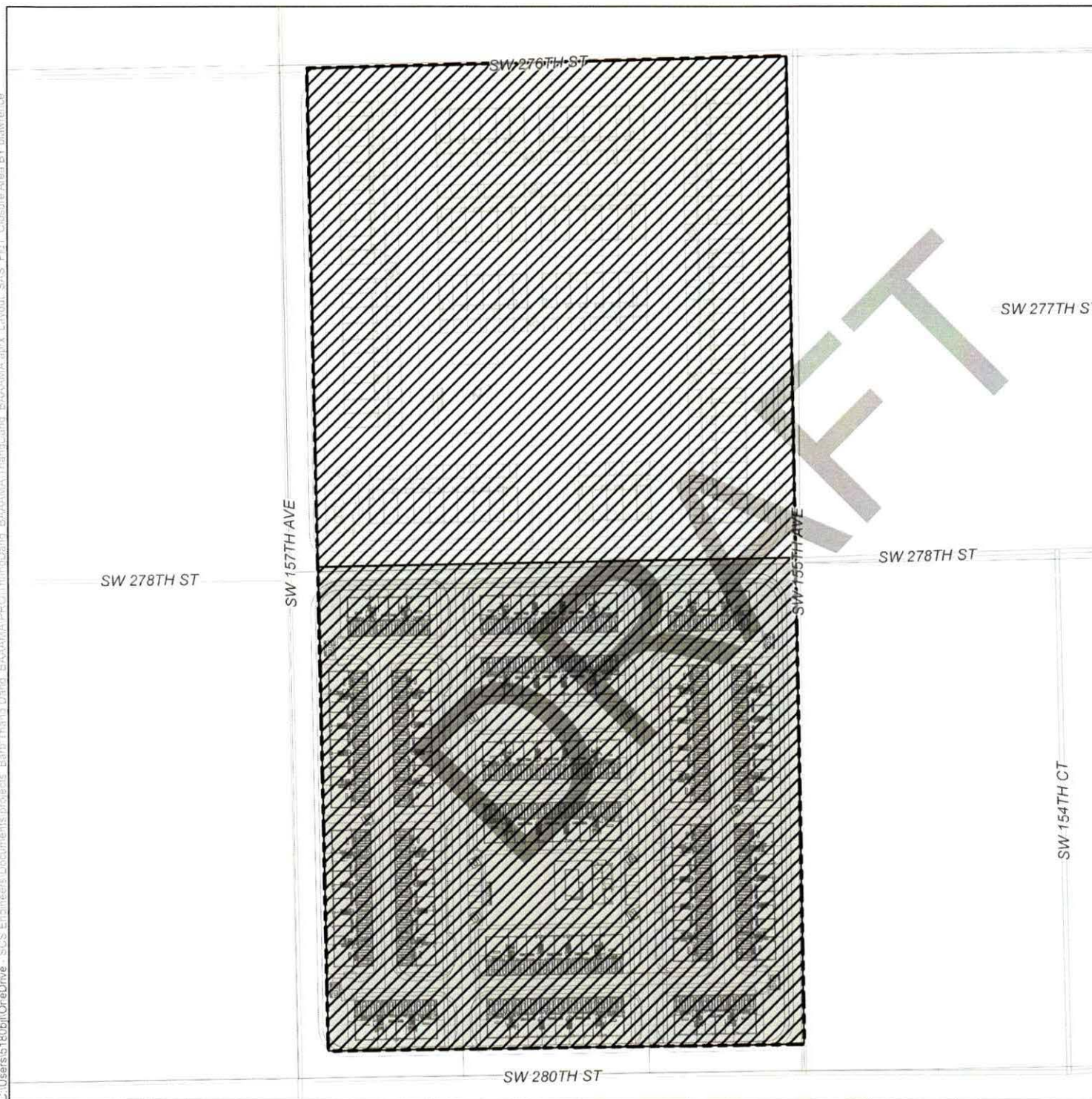
Iron was identified in the groundwater above the GCTL of 300 µg/L across the Site. Nitrate was identified above the GCTL of 10 mg/L at one monitoring well location. In support of meeting the No Further Action with Condition groundwater requirements, a Monitoring Only Plan (MOP) which included a total of five quarters of groundwater monitoring for groundwater contaminants (iron and nitrate) and soil leachability parameters (manganese). The MOP was discontinued after concentrations of manganese and nitrate were reported below their respective GCTLs for two consecutive quarterly sampling events. Concentrations of iron have not been reported below the GCTL for two consecutive quarters; however, iron groundwater concentrations will continue to be monitored via the previously-referenced Sentinel Well Monitoring Plan dated August 7, 2024 and approved by DERM on September 11, 2024.

Groundwater analytical results are summarized in **Exhibit B, Table 2A** and **Exhibit B, Table 2B** and monitoring well locations are illustrated on **Exhibit B, Figure 3**.






Based on Site development needs, the execution and recording of a restrictive covenant will occur prior to the Site meeting all of the No Further Action with Conditions criteria of Section 24-44(2)(k)(ii) of Miami-Dade County Code (the Code). Specifically, groundwater monitoring has not been completed at the time of the recording of this covenant. Therefore, a No Further Action with Conditions approval order will not follow DERM's approval to execute and record the covenant until the Site meets all applicable No Further Action with Conditions criteria per Section 24-44(2)(k)(ii) of the Code. If the Site does not qualify for No Further Action with Conditions at the end of the groundwater monitoring period, then additional assessment, including and not limited to off-site remediation, and/or additional restrictions, in the form of a new restrictive covenant, may be required, if and as necessary. For any portion of the Site to be sold, transferred, or dedicated, the receiving entity must be made aware of the referenced groundwater impacts. Additionally, based on the No Further Action with Conditions, each receiving entity must accept all applicable restrictions and responsibilities that are required following transfer of ownership.

FIGURES

DRAFT



Legend

-  Closure Area
-  Thang Dang Site
-  BAAAMA Site
-  Approximate Site Boundary
-  Site Plan as 03/14/2023

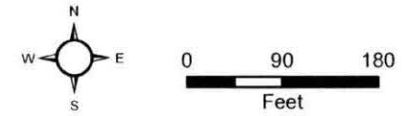
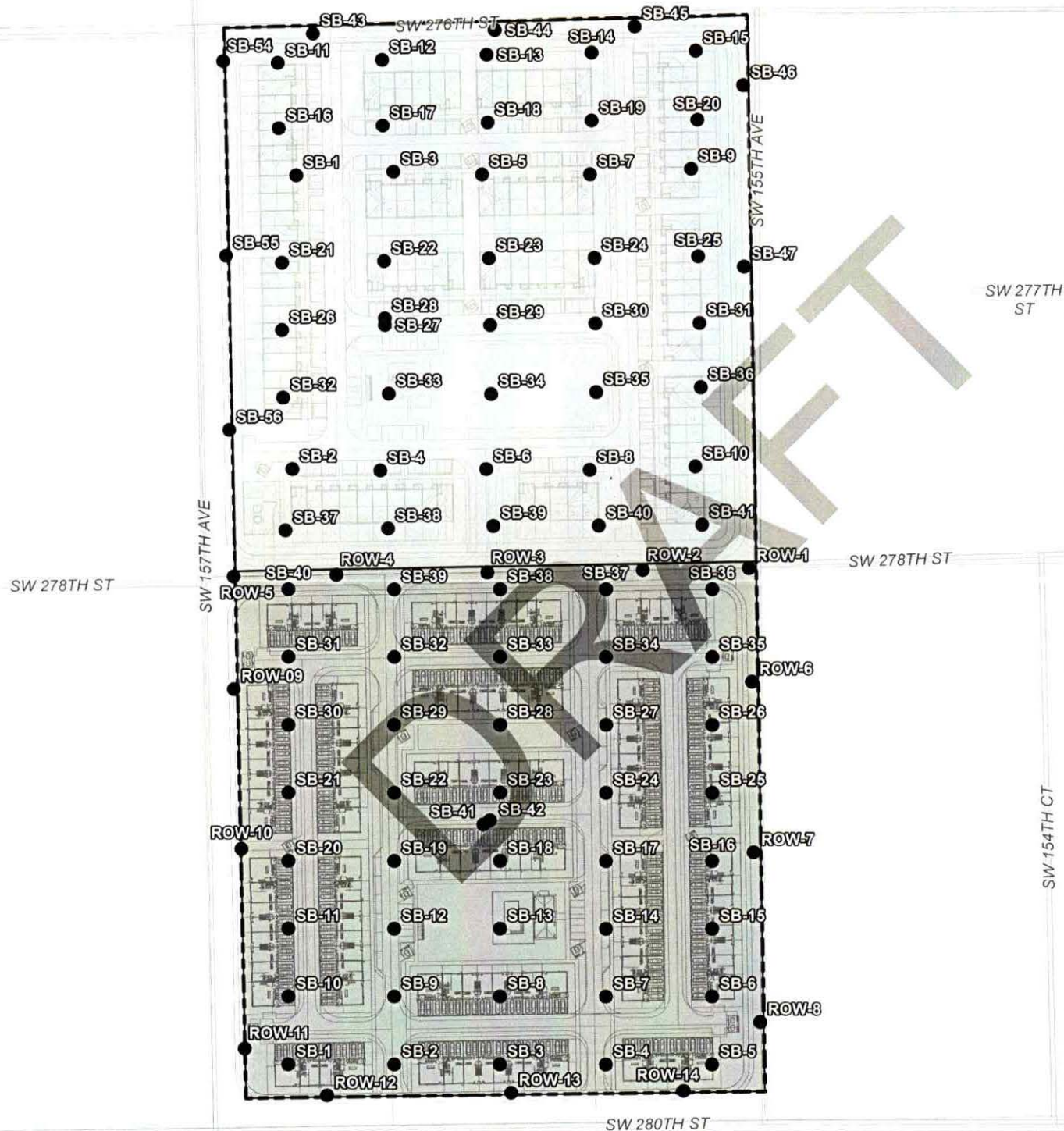
Closure Area

Thang Dang / BAAAMA
Homestead, FL

Figure 1

May 2025

SCS ENGINEERS



Legend

- Soil Boring Location
- Thang Dang Site
- BAAAMA Site
- Approximate Site Boundary
- Site Plan as of 3/14/2023

Soil Sample Locations

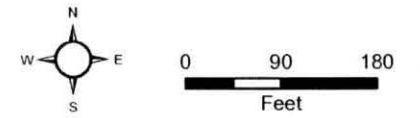
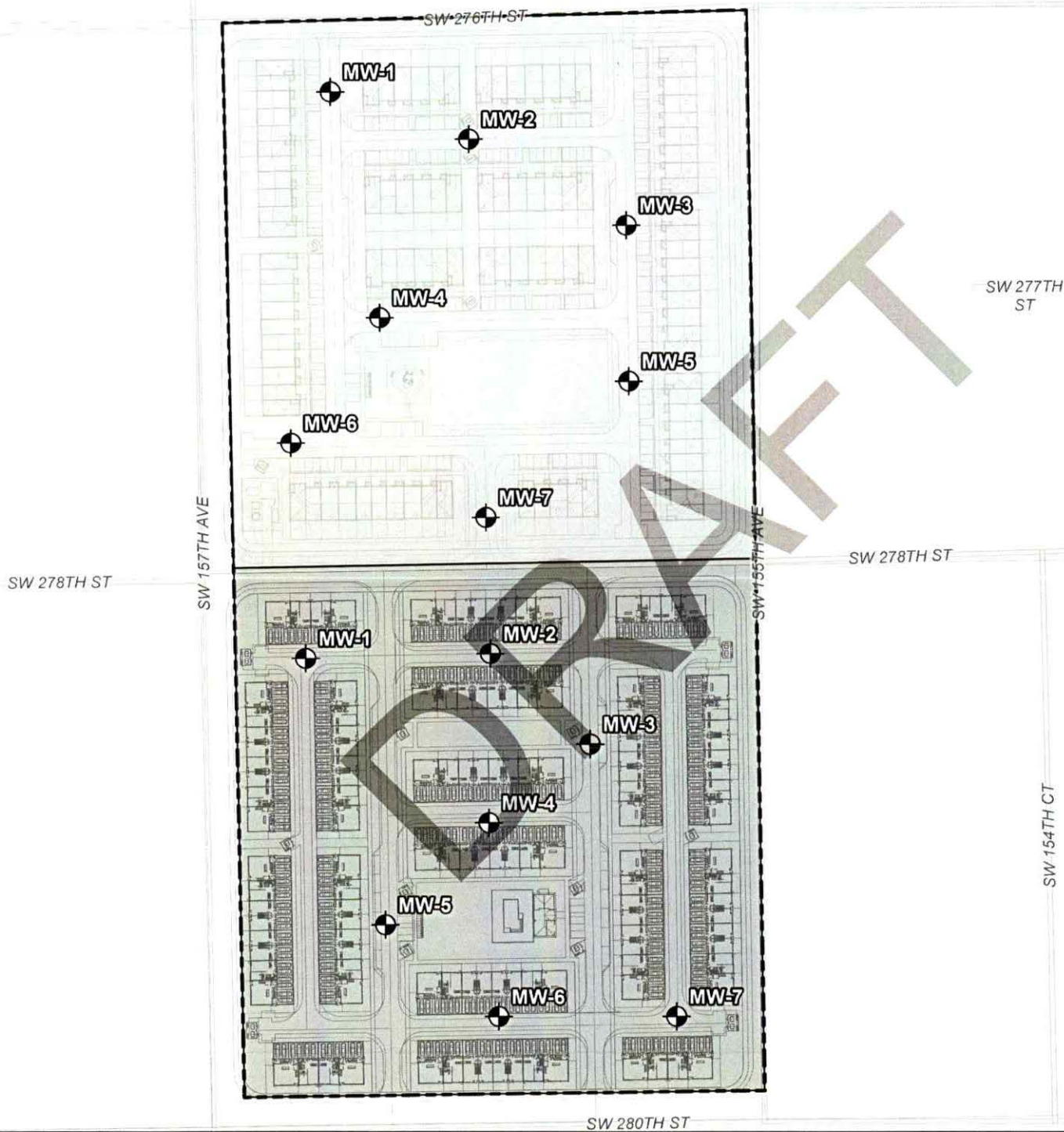
Thang Dang / BAAAMA
Homestead, FL

Figure 2





May 2025

SCS ENGINEERS

C:\Users\5180bj\OneDrive - SCS Engineers\Documents\projects - Barb Thang Dang - BAAAMA\PRO ThangDang - BAAAMA\ThangDang - BAAAMA.aprx Layout - SAS - Fig3 MonitoringWellLocations BY blawrence



Legend

-  Monitoring Well Location
-  Thang Dang Site
-  BAAAMA Site
-  Approximate Site Boundary
- Site Plan as of 3/14/2023

Monitoring Well Locations

Thang Dang / BAAAMA
Homestead, FL

Figure 3

May 2025

SCS ENGINEERS

TABLES

DRAFT

TABLE 1A: SOIL ANALYTICAL SUMMARY - METALSBAAAMA/Thang Dang
Homestead, FL

Sample ID	Date Collected	Sample Interval (feet)	Arsenic	Chromium	SPLP Chromium	Copper	SPLP Copper	Lead	Manganese	SPLP Manganese
			(mg/kg)	(mg/kg)	(mg/L)	(mg/kg)	(mg/L)	(mg/kg)	(mg/kg)	(mg/L)
Direct Exposure Residential (mg/kg)			2.1	310	--	150	--	400	3500	--
Direct Exposure Commercial/Industrial (mg/kg)			12.0	470	--	89000	--	1400	43000	--
Alternative Soil Cleanup Target Limit (mg/kg)			--	--	--	600	--	--	--	--
Leachability Based on Groundwater Criteria (mg/kg)			--	38	--	--	--	--	--	--
Groundwater Cleanup Target Limits (mg/L)			--	--	0.1	--	1.0	--	--	0.05
BAAAMA										
0-0.5										
SB-1 (0-0.5)	3/21/2023	0-0.5	3.3	39	--	87	--	--	--	--
SB-2 (0-0.5)	3/21/2023	0-0.5	4.1	48	0.046	110	0.13	--	--	--
SB-3 (0-0.5)	3/21/2023	0-0.5	3.3	42	--	100	--	--	--	--
SB-4 (0-0.5)	3/21/2023	0-0.5	3.9	50	--	120	--	--	--	--
SB-5 (0-0.5)	3/21/2023	0-0.5	3.3	42	0.054	110	0.17	--	--	--
SB-6 (0-0.5)	3/21/2023	0-0.5	3.5	46	--	110	--	--	--	--
SB-7 (0-0.5)	3/21/2023	0-0.5	3.9	49	0.072	100	--	22	440	0.74
SB-8 (0-0.5)	3/21/2023	0-0.5	3.7	49	0.056	110	--	--	--	--
SB-9 (0-0.5)	3/21/2023	0-0.5	3.6	44	--	98	--	21	440	0.58
SB-10 (0-0.5)	3/21/2023	0-0.5	3.6	44	0.076	99	0.21	--	--	--
SB-11 (0-0.5)	3/21/2023	0-0.5	3.0	33	--	84	--	--	--	--
SB-12 (0-0.5)	3/21/2023	0-0.5	2.8	31	0.016	64	--	--	--	--
SB-13 (0-0.5)	3/21/2023	0-0.5	1.7	31	0.037	100	0.11	--	--	--
SB-14 (0-0.5)	3/22/2023	0-0.5	3.3	35	--	66	--	--	--	--
SB-15 (0-0.5)	3/22/2023	0-0.5	3.0	32	0.040	63	--	--	--	--
SB-16 (0-0.5)	3/23/2023	0-0.5	3.7	43	--	88	--	19	420	0.32
SB-17 (0-0.5)	3/22/2023	0-0.5	3.7	45	--	69	--	--	--	--
SB-18 (0-0.5)	3/22/2023	0-0.5	8.1	48	0.051	100	0.14	--	--	--
SB-19 (0-0.5)	3/22/2023	0-0.5	3.4	38	--	79	--	--	--	--
SB-20 (0-0.5)	3/22/2023	0-0.5	2.7	31	0.024	110	0.065	88	250	0.26
SB-21 (0-0.5)	3/22/2023	0-0.5	2.4	21	--	40	--	--	--	--
SB-22 (0-0.5)	3/22/2023	0-0.5	4.1	40	0.060	79	--	--	--	--
SB-23 (0-0.5)	3/22/2023	0-0.5	3.4	39	--	76	--	--	--	--
SB-24 (0-0.5)	3/22/2023	0-0.5	3.2	33	0.040	72	0.11	--	--	--
SB-25 (0-0.5)	3/22/2023	0-0.5	2.3	23	--	36	--	--	--	--
SB-26 (0-0.5)	3/22/2023	0-0.5	1.3	12	--	16	--	--	--	--
SB-27 (0-0.5)	3/23/2023	0-0.5	5.0	52	--	100	--	--	--	--
SB-28 (0-0.5)	3/23/2023	0-0.5	4.2	47	0.021	82	--	--	--	--
SB-29 (0-0.5)	3/23/2023	0-0.5	4.7	52	--	93	--	--	--	--
SB-30 (0-0.5)	3/23/2023	0-0.5	3.8	41	0.050	66	--	--	--	--

Notes:

mg/kg = milligrams per kilogram

U = The compound was analyzed for but not detected above the laboratory method detection limit (MDL).

I = The reported value is between the laboratory MDL and the laboratory practical quantitation limit (PQL).

-- = Not Analyzed/Not Applicable

Bold indicates an exceedance in the applicable cleanup target level specified in Table 2 of Chapter 24-44, Miami Dade County Code*Italicized* indicates an exceedance of the leachability based on groundwater criteria.

TABLE 1A: SOIL ANALYTICAL SUMMARY - METALS

BAAAMA/Thang Dang
Homestead, FL

Sample ID	Date Collected	Sample Interval (feet)	Arsenic	Chromium	SPLP Chromium	Copper	SPLP Copper	Lead	Manganese	SPLP Manganese
			(mg/kg)	(mg/kg)	(mg/L)	(mg/kg)	(mg/L)	(mg/kg)	(mg/kg)	(mg/L)
Direct Exposure Residential (mg/kg)			2.1	310	--	150	--	400	3500	--
Direct Exposure Commercial/Industrial (mg/kg)			12.0	470	--	89000	--	1400	43000	--
Alternative Soil Cleanup Target Limit (mg/kg)			--	--	--	600	--	--	--	--
Leachability Based on Groundwater Criteria (mg/kg)			--	38	--	--	--	--	--	--
Groundwater Cleanup Target Limits (mg/L)			--	--	0.1	--	1.0	--	--	0.05
SB-31 (0-0.5)	3/23/2023	0-0.5	4.1	47	--	80	--	--	--	--
SB-32 (0-0.5)	3/23/2023	0-0.5	5.9	26	0.044	53	0.11	25	1300	0.45
SB-33 (0-0.5)	3/23/2023	0-0.5	3.3	33	--	62	--	--	--	--
SB-34 (0-0.5)	3/23/2023	0-0.5	3.6	36	0.046	64	--	13	300	0.39
SB-35 (0-0.5)	3/23/2023	0-0.5	4.2	49	--	73	--	--	--	--
SB-36 (0-0.5)	3/23/2023	0-0.5	3.3	35	0.033	73	0.085	--	--	--
SB-37 (0-0.5)	3/23/2023	0-0.5	3.9	41	--	60	--	--	--	--
SB-38 (0-0.5)	3/23/2023	0-0.5	3.4	35	0.014	52	--	--	--	--
SB-39 (0-0.5)	3/23/2023	0-0.5	3.0	34	--	54	--	--	--	--
SB-40 (0-0.5)	3/23/2023	0-0.5	3.6	46	0.046	67	--	--	--	--
SB-41 (0-0.5)	3/23/2023	0-0.5	4.9	56	0.069	96	0.20	28	530	0.71
SB-42 (0-0.5)	3/23/2023	0-0.5	3.3	41	0.053	90	--	20	420	0.57
0.5-2.0										
SB-2 (0.5-2)	3/21/2023	0.5-2.0	0.76	--	--	7.2	--	--	--	--
SB-5 (0.5-2)	3/21/2023	0.5-2.0	1.3	--	--	18	--	--	--	--
SB-7 (0.5-2)	3/21/2023	0.5-2.0	0.69	--	--	--	--	--	--	--
SB-8 (0.5-2)	3/21/2023	0.5-2.0	0.78	--	--	2.8	--	--	--	--
SB-10 (0.5-2)	3/21/2023	0.5-2.0	0.64	--	--	--	--	--	--	--
SB-12 (0.5-2)	3/21/2023	0.5-2.0	0.84	--	--	--	--	--	--	--
SB-13 (0.5-2)	3/21/2023	0.5-2.0	0.40 I	--	--	1.7	--	--	--	--
SB-15 (0.5-2)	3/22/2023	0.5-2.0	0.56 I	--	--	--	--	--	--	--
SB-18 (0.5-2)	3/22/2023	0.5-2.0	3.2	--	--	37	--	--	--	--
SB-20 (0.5-2)	3/22/2023	0.5-2.0	0.58 I	--	--	0.49 I	--	--	--	--
SB-22 (0.5-2)	3/22/2023	0.5-2.0	0.60 I	--	--	--	--	--	--	--
SB-24 (0.5-2)	3/22/2023	0.5-2.0	0.57 I	--	--	--	--	--	--	--
SB-28 (0.5-2)	3/23/2023	0.5-2.0	0.56 I	--	--	1.2	--	--	--	--
SB-30 (0.5-2)	3/23/2023	0.5-2.0	0.61	--	--	--	--	--	--	--
SB-32 (0.5-2)	3/23/2023	0.5-2.0	0.50 I	--	--	1.0 I	--	--	--	--
SB-34 (0.5-2)	3/23/2023	0.5-2.0	0.64	--	--	--	--	--	--	--
SB-36 (0.5-2)	3/23/2023	0.5-2.0	0.63	--	--	3.6	--	--	--	--
SB-38 (0.5-2)	3/23/2023	0.5-2.0	1.6	--	--	--	--	--	--	--
SB-40 (0.5-2)	3/23/2023	0.5-2.0	0.75	--	--	--	--	--	--	--
SB-41 (0.5-2)	3/23/2023	0.5-2.0	0.46 I	--	--	0.68 I	--	--	--	--

Notes:

mg/kg = milligrams per kilogram

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I = The reported value is between the laboratory MDL and the laboratory practical quantitation limit (PQL).

-- = Not Analyzed/Not Applicable

Bold indicates an exceedance in the applicable cleanup target level specified in Table 2 of Chapter 24-44, Miami Dade County Code*Italicized* indicates an exceedance of the leachability based on groundwater criteria.

TABLE 1A: SOIL ANALYTICAL SUMMARY - METALSBAAAMA/Thang Dang
Homestead, FL

Sample ID	Date Collected	Sample Interval (feet)	Arsenic	Chromium	SPLP Chromium	Copper	SPLP Copper	Lead	Manganese	SPLP Manganese
			(mg/kg)	(mg/kg)	(mg/L)	(mg/kg)	(mg/L)	(mg/kg)	(mg/kg)	(mg/L)
Direct Exposure Residential (mg/kg)			2.1	310	--	150	--	400	3500	--
Direct Exposure Commercial/Industrial (mg/kg)			12.0	470	--	89000	--	1400	43000	--
Alternative Soil Cleanup Target Limit (mg/kg)			--	--	--	600	--	--	--	--
Leachability Based on Groundwater Criteria (mg/kg)			--	38	--	--	--	--	--	--
Groundwater Cleanup Target Limits (mg/L)			--	--	0.1	--	1.0	--	--	0.05
2.0-4.0										
SB-18 (2-4)	3/22/2023	2.0-4.0	0.48 I	--	--	--	--	--	--	--
Thang Dang										
0-0.5										
SB-1 (0-0.5)	1/13/2023	0-0.5	3.7	64	0.071	110	--	--	--	--
SB-2 (0-0.5)	1/13/2023	0-0.5	3.5	74	0.037	150	--	--	--	--
SB-2 (0.5-1)	1/13/2023	0.5-1.0	2.6	--	--	74	--	--	--	--
SB-3 (0-0.5)	1/13/2023	0-0.5	4.5	100	0.087	170	0.028	29	1100	0.1
SB-4 (0-0.5)	1/13/2023	0-0.5	3.9	72	0.031	150	--	--	--	--
SB-5 (0-0.5)	1/13/2023	0-0.5	2.9	58	0.063	100	--	--	--	--
SB-6 (0-0.5)	1/13/2023	0-0.5	4	79	0.021	180	0.018	--	--	--
SB-7 (0-0.5)	1/13/2023	0-0.5	3.3	78	0.071	140	--	--	--	--
SB-9 (0-0.5)	1/13/2023	0-0.5	3.6	93	0.077	150	0.02	--	--	--
SB-10 (0-0.5)	1/13/2023	0-0.5	3.8	74	0.04	230	0.027	--	--	--
SB-11 (0-0.5)	3/7/2023	0-0.5	3.4	62	0.064	98	--	--	--	--
SB-12 (0-0.5)	3/7/2023	0-0.5	5.8	57	--	77	--	--	--	--
SB-13 (0-0.5)	3/7/2023	0-0.5	3.5	62	--	97	--	--	--	--
SB-14 (0-0.5)	3/7/2023	0-0.5	3.8	82	0.017	120	0.016	--	--	--
SB-15 (0-0.5)	3/7/2023	0-0.5	3.3	55	--	57	--	13	330	0.039
SB-16 (0-0.5)	3/7/2023	0-0.5	4.5	75	0.063	130	0.1	--	--	--
SB-17 (0-0.5)	3/7/2023	0-0.5	2.5	62	--	100	--	--	--	--
SB-18 (0-0.5)	3/7/2023	0-0.5	2.6	51	--	83	--	--	--	--
SB-19 (0-0.5)	3/7/2023	0-0.5	3.8	74	0.071	96	--	--	--	--
SB-20 (0-0.5)	3/7/2023	0-0.5	1.3	23	--	35	--	--	--	--
SB-21 (0-0.5)	3/6/2023	0-0.5	2.8	48	--	48	--	--	--	--
SB-22 (0-0.5)	3/6/2023	0-0.5	4.5	86	0.059	170	0.056	--	--	--
SB-23 (0-0.5)	3/6/2023	0-0.5	5	78	0.06	110	--	--	--	--
SB-24 (0-0.5)	3/6/2023	0-0.5	2.6	46	--	59	--	13	380	0.21
SB-25 (0-0.5)	3/6/2023	0-0.5	3.7	63	0.041	87	--	--	--	--
SB-26 (0-0.5)	3/6/2023	0-0.5	2.8	64	--	82	--	--	--	--
SB-27 (0-0.5)	3/6/2023	0-0.5	1.5	23	--	23	--	5.9	140	0.12

Notes:

mg/kg = milligrams per kilogram

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-- = Not Analyzed/Not Applicable

Bold indicates an exceedance in the applicable cleanup target level specified in Table 2 of Chapter 24-44, Miami Dade County Code*Italicized* indicates an exceedance of the leachability based on groundwater criteria.

TABLE 1A: SOIL ANALYTICAL SUMMARY - METALS

BAAAMA/Thang Dang
Homestead, FL

Sample ID	Date Collected	Sample Interval (feet)	Arsenic	Chromium	SPLP Chromium	Copper	SPLP Copper	Lead	Manganese	SPLP Manganese
			(mg/kg)	(mg/kg)	(mg/L)	(mg/kg)	(mg/L)	(mg/kg)	(mg/kg)	(mg/L)
Direct Exposure Residential (mg/kg)			2.1	310	--	150	--	400	3500	--
Direct Exposure Commercial/Industrial (mg/kg)			12.0	470	--	89000	--	1400	43000	--
Alternative Soil Cleanup Target Limit (mg/kg)			--	--	--	600	--	--	--	--
Leachability Based on Groundwater Criteria (mg/kg)			--	38	--	--	--	--	--	--
Groundwater Cleanup Target Limits (mg/L)			--	--	0.1	--	1.0	--	--	0.05
SB-28 (0-0.5)	3/6/2023	0-0.5	3.8	70	0.046	130	0.078	23	540	0.22
SB-29 (0-0.5)	3/6/2023	0-0.5	3.2	60	--	110	--	--	--	--
SB-30 (0-0.5)	3/6/2023	0-0.5	3.5	70	0.051	100	--	--	--	--
SB-31 (0-0.5)	3/6/2023	0-0.5	2.7	52	--	110	0.069	--	--	--
SB-32 (0-0.5)	3/6/2023	0-0.5	2.3	43	--	84	--	13	300	0.89
SB-33 (0-0.5)	3/6/2023	0-0.5	3.6	58	--	69	--	--	--	--
SB-34 (0-0.5)	3/6/2023	0-0.5	2.7	45	--	55	--	--	--	--
SB-35 (0-0.5)	3/6/2023	0-0.5	2.4	46	--	72	--	14	310	0.49
SB-36 (0-0.5)	3/6/2023	0-0.5	2.4	46	--	82	--	--	--	--
SB-37 (0-0.5)	3/6/2023	0-0.5	3.1	53	--	81	--	--	--	--
SB-38 (0-0.5)	3/6/2023	0-0.5	3.7	62	0.042	110	--	20	500	0.19
SB-39 (0-0.5)	3/6/2023	0-0.5	3.3	50	--	120	0.14	--	--	--
SB-40 (0-0.5)	3/6/2023	0-0.5	3.8	43	--	84	--	--	--	--
SB-41 (0-0.5)	3/6/2023	0-0.5	3	39	--	100	--	--	--	--
0.5-2.0										
SB-1 (0.5-2)	3/7/2023	0.5-2.0	1.3	--	--	63	--	--	--	--
SB-2 (0.5-1)	1/13/2023	0.5-1	2.6	--	--	74	--	--	--	--
SB-2 (0.5-2)	3/6/2023	0.5-2.0	0.44 I	--	--	2.4	--	--	--	--
SB-3 (0.5-2)	3/7/2023	0.5-2.0	1.3	--	--	16	--	--	--	--
SB-4 (0.5-2)	3/6/2023	0.5-2.0	0.43 I	--	--	2.4	--	--	--	--
SB-5 (0.5-2)	3/7/2023	0.5-2.0	1.8	--	--	28	--	--	--	--
SB-6 (0.5-2)	3/6/2023	0.5-2.0	0.33 I	--	--	1.3	--	--	--	--
SB-7 (0.5-2)	3/7/2023	0.5-2.0	0.92	--	--	22	--	--	--	--
SB-8 (0.5-2)	3/6/2023	0.5-2.0	2	--	--	46	--	--	--	--
SB-9 (0.5-2)	3/7/2023	0.5-2.0	0.9	--	--	13	--	--	--	--
SB-10 (0.5-2)	3/6/2023	0.5-2.0	1.7	--	--	17	--	--	--	--
SB-12 (0.5-2)	3/7/2023	0.5-2.0	0.49 I	--	--	--	--	--	--	--
SB-14 (0.5-2)	3/7/2023	0.5-2.0	0.34 I	--	--	--	--	--	--	--
SB-17 (0.5-2)	3/7/2023	0.5-2.0	0.72	--	--	--	--	--	--	--
SB-19 (0.5-2)	3/7/2023	0.5-2.0	0.82	--	--	--	--	--	--	--
SB-22 (0.5-2)	3/6/2023	0.5-2.0	0.37 I	--	--	--	--	--	--	--
SB-23 (0.5-2)	3/6/2023	0.5-2.0	0.45 I	--	--	--	--	--	--	--
SB-26 (0.5-2)	3/6/2023	0.5-2.0	0.41	--	--	--	--	--	--	--
SB-28 (0.5-2)	3/6/2023	0.5-2.0	0.71	--	--	--	--	--	--	--
SB-30 (0.5-2)	3/6/2023	0.5-2.0	1.3	--	--	--	--	--	--	--
SB-33 (0.5-2)	3/6/2023	0.5-2.0	0.51 I	--	--	--	--	--	--	--
SB-38 (0.5-2)	3/6/2023	0.5-2.0	1.3	--	--	--	--	--	--	--
SB-40 (0.5-2)	3/6/2023	0.5-2.0	0.46 I	--	--	--	--	--	--	--

Notes:

mg/kg = milligrams per kilogram

U = The compound was analyzed for but not detected above the laboratory method detection limit (MDL).

I = The reported value is between the laboratory MDL and the laboratory practical quantitation limit (PQL).

-- = Not Analyzed/Not Applicable

Bold indicates an exceedance in the applicable cleanup target level specified in Table 2 of Chapter 24-44, Miami Dade County Code*Italicized* indicates an exceedance of the leachability based on groundwater criteria.

TABLE 1A: SOIL ANALYTICAL SUMMARY - METALSBAAAMA/Thang Dang
Homestead, FL

Sample ID	Date Collected	Sample Interval (feet)	Arsenic	Chromium	SPLP Chromium	Copper	SPLP Copper	Lead	Manganese	SPLP Manganese
			(mg/kg)	(mg/kg)	(mg/L)	(mg/kg)	(mg/L)	(mg/kg)	(mg/kg)	(mg/L)
Direct Exposure Residential (mg/kg)			2.1	310	--	150	--	400	3500	--
Direct Exposure Commercial/Industrial (mg/kg)			12.0	470	--	89000	--	1400	43000	--
Alternative Soil Cleanup Target Limit (mg/kg)			--	--	--	600	--	--	--	--
Leachability Based on Groundwater Criteria (mg/kg)			--	38	--	--	--	--	--	--
Groundwater Cleanup Target Limits (mg/L)			--	--	0.1	--	1.0	--	--	0.05
6-8										
SB-1 (6-8)	3/6/2023	6-8	--	--	--	--	0.00039 I	--	--	0.0001 I
SB-7 (6-8)	3/6/2023	6-8	--	--	--	--	0.0007 I	--	--	--
SB-8 (6-8)	3/6/2023	6-8	--	--	--	--	0.001 I	--	--	--
SB-27 (6-8)	3/6/2023	6-8	--	--	--	--	0.00033 I	--	--	--
Right-of-Way Sampling										
ROW-1	7/9/2024	0.5-2	0.55 i	4.5	--	2.1	--	--	--	--
ROW-2	7/9/2024	0.5-2	0.39 i	1.3	--	0.19 U	--	--	0.6	--
ROW-3	7/9/2024	0.5-2	0.42 i	3.4	--	0.81 i	--	--	--	--
ROW-4	7/9/2024	0.5-2	0.36 i	2.2	--	0.47 i	--	--	--	--
ROW-5	7/9/2024	0.5-2	0.84	6.3	--	0.99	--	--	16	--
ROW-6	7/9/2024	0.5-2	0.53 i	3.7	--	1.4	--	--	7.3	--
ROW-7	7/9/2024	0.5-2	0.42 i	4	--	1.7	--	--	3.2	--
ROW-8	7/9/2024	0.5-2	0.4 i	3.7	--	1.1	--	--	2.6	--
ROW-9	7/9/2024	0.5-2	0.8	8.6	--	3.7	--	--	15	--
ROW-10	7/9/2024	0.5-2	0.5 i	2.3	--	0.34 i	--	--	1.1	--
ROW-11	7/9/2024	0.5-2	0.48 i	3.6	--	1.3	--	--	5.4	--
ROW-12	7/9/2024	0.5-2	0.43 i	2.1	--	0.28 i	--	--	0.84	--
ROW-13	7/9/2024	0.5-2	0.29 i	1.7	--	0.21 U	--	--	0.57 i	--
ROW-14	7/9/2024	0.5-2	0.52 i	4.4	--	2.6	--	--	11	--

Notes:

mg/kg = milligrams per kilogram

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I = The reported value is between the laboratory MDL and the laboratory practical quantitation limit (PQL).

-- = Not Analyzed/Not Applicable

Bold indicates an exceedance in the applicable cleanup target level specified in Table 2 of Chapter 24-44, Miami Dade County Code*Italicized* indicates an exceedance of the leachability based on groundwater criteria.

TABLE 1B: SOIL ANALYTICAL SUMMARY - Organochlorine Pesticides

BAAAMA/Thang Dang

Homestead, FL

Sample ID	Date Collected	Sample Interval (ft/s)	4,4'-DDD	4,4'-DDE	4,4'-DDT	Aldrin	Dieldrin	Endosulfan I	Endosulfan II	Endosulfan sulfate	Endrin	Endrin aldehyde
			(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
Leachability Based on Groundwater Criteria (mg/kg)			5.8	18	11	0.2	0.002	—	—	—	1	—
Direct Exposure Residential (mg/kg)			4.2	2.9	2.9	0.06	0.06	—	—	—	25	—
SB-1 (0-0.5)	3/21/2023	0-0.5	0.000118 U	0.00147	0.000295 U	0.000129 U	0.000124 U	0.000127 U	0.000176 U	0.000242 U	0.00014 U	0.00014 U
SB-2 (0-0.5)	3/21/2023	0-0.5	0.000127 U	0.000298	0.000316 U	0.000139 U	0.000133 U	0.000137 U	0.000189 U	0.00026 U	0.00015 U	0.00015 U
SB-3 (0-0.5)	3/21/2023	0-0.5	0.000126 U	0.00098	0.000313 U	0.000137 U	0.000131 U	0.000135 U	0.000187 U	0.000257 U	0.000149 U	0.000149 U
SB-4 (0-0.5)	3/21/2023	0-0.5	0.00011 U	0.00186	0.000274 U	0.00012 U	0.000115 U	0.000118 U	0.000164 U	0.000225 U	0.00013 U	0.00013 U
SB-5 (0-0.5)	3/21/2023	0-0.5	0.000115 U	0.000212	0.000287 U	0.000126 U	0.00012 U	0.000124 U	0.000172 U	0.000235 U	0.000136 U	0.000136 U
SB-6 (0-0.5)	3/21/2023	0-0.5	0.000122 U	0.00177	0.000303 U	0.000133 U	0.000127 U	0.000131 U	0.000181 U	0.000249 U	0.000144 U	0.000144 U
SB-7 (0-0.5)	3/21/2023	0-0.5	0.000118 U	0.0016	0.000294 U	0.000129 U	0.000123 U	0.000127 U	0.000176 U	0.000242 U	0.00014 U	0.00014 U
SB-8 (0-0.5)	3/21/2023	0-0.5	0.000119 U	0.00173	0.000298 U	0.00013 U	0.000125 U	0.000129 U	0.000178 U	0.000244 U	0.000142 U	0.000142 U
SB-9 (0-0.5)	3/21/2023	0-0.5	0.000106 U	0.0036	0.000265 U	0.000116 U	0.000111 U	0.000114 U	0.000159 U	0.000217 U	0.000126 U	0.000126 U
SB-10 (0-0.5)	3/21/2023	0-0.5	0.000116 U	0.00216	0.000288 U	0.000126 U	0.000121 U	0.000124 U	0.000172 U	0.000236 U	0.000137 U	0.000137 U
SB-11 (0-0.5)	3/21/2023	0-0.5	0.000116 U	0.000869	0.000288 U	0.000126 U	0.000121 U	0.000124 U	0.000172 U	0.000236 U	0.000137 U	0.000137 U
SB-12 (0-0.5)	3/21/2023	0-0.5	0.000095 U	0.00079	0.000236 U	0.000104 U	0.000099 U	0.000102 U	0.000142 U	0.000194 U	0.000112 U	0.000112 U
SB-13 (0-0.5)	3/21/2023	0-0.5	0.000097 U	0.000226 i	0.000243 U	0.000106 U	0.000102 U	0.000105 U	0.000145 U	0.000199 U	0.000115 U	0.000115 U
SB-14 (0-0.5)	3/22/2023	0-0.5	0.000115 U	0.00176	0.000287 U	0.000126 U	0.00012 U	0.000124 U	0.000172 U	0.000235 U	0.000136 U	0.000136 U
SB-15 (0-0.5)	3/22/2023	0-0.5	0.00012 U	0.00134	0.0003 U	0.000132 U	0.000126 U	0.00013 U	0.00018 U	0.000246 U	0.000143 U	0.000143 U
SB-16 (0-0.5)	3/22/2023	0-0.5	0.000121 U	0.00206	0.000302 U	0.000132 U	0.000127 U	0.000131 U	0.000181 U	0.000248 U	0.000144 U	0.000144 U
SB-17 (0-0.5)	3/22/2023	0-0.5	0.0000939 U	0.00251	0.000234 U	0.000103 U	0.0000982 U	0.000101 U	0.00014 U	0.000192 U	0.000111 U	0.000111 U
SB-18 (0-0.5)	3/22/2023	0-0.5	0.000112 U	0.00647	0.00028 U	0.000123 U	0.000118 U	0.000121 U	0.000168 U	0.00023 U	0.000133 U	0.000133 U
SB-19 (0-0.5)	3/22/2023	0-0.5	0.000149 U	0.000597	0.000372 U	0.000163 U	0.000156 U	0.000161 U	0.000223 U	0.000306 U	0.000177 U	0.000177 U
SB-20 (0-0.5)	3/22/2023	0-0.5	0.000106 U	0.000114 U	0.000264 U	0.000116 U	0.000111 U	0.000114 U	0.000158 U	0.000216 U	0.000125 U	0.000125 U
SB-21 (0-0.5)	3/22/2023	0-0.5	0.000119 U	0.000643	0.000297 U	0.00013 U	0.000125 U	0.000128 U	0.000178 U	0.000244 U	0.000141 U	0.000141 U
SB-22 (0-0.5)	3/22/2023	0-0.5	0.000126 U	0.00137	0.000313 U	0.000137 U	0.000131 U	0.000135 U	0.000188 U	0.000257 U	0.000149 U	0.000149 U
SB-23 (0-0.5)	3/22/2023	0-0.5	0.000115 U	0.0016	0.000286 U	0.000126 U	0.00012 U	0.000124 U	0.000172 U	0.000235 U	0.000136 U	0.000136 U
SB-24 (0-0.5)	3/22/2023	0-0.5	0.00011 U	0.00221	0.000275 U	0.00012 U	0.000115 U	0.000119 U	0.000164 U	0.000225 U	0.00013 U	0.00013 U
SB-25 (0-0.5)	3/22/2023	0-0.5	0.0000997 U	0.00205	0.000249 U	0.000109 U	0.000104 U	0.000107 U	0.000149 U	0.000204 U	0.000118 U	0.000118 U
SB-26 (0-0.5)	3/22/2023	0-0.5	0.000114 U	0.000318 i	0.000283 U	0.000124 U	0.000119 U	0.000122 U	0.00017 U	0.000233 U	0.000135 U	0.000135 U
SB-27 (0-0.5)	3/23/2023	0-0.5	0.000134 U	0.00183	0.000335 U	0.000147 U	0.000141 U	0.000145 U	0.0002 U	0.000275 U	0.000159 U	0.000159 U
SB-28 (0-0.5)	3/23/2023	0-0.5	0.00011 U	0.00123	0.000275 U	0.000121 U	0.000115 U	0.000119 U	0.000165 U	0.000226 U	0.000131 U	0.000131 U
SB-29 (0-0.5)	3/23/2023	0-0.5	0.0000979 U	0.00119	0.000244 U	0.000107 U	0.000102 U	0.000105 U	0.000146 U	0.0002 U	0.000116 U	0.000116 U
SB-30 (0-0.5)	3/23/2023	0-0.5	0.000119 U	0.00074	0.000296 U	0.00013 U	0.000124 U	0.000128 U	0.000177 U	0.000243 U	0.000141 U	0.000141 U

Notes:

mg/kg = milligrams per kilogram

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I = The reported value is between the laboratory MDL and the laboratory practical quantitation limit (PQL).

— = Not Analyzed/Not Applicable.

Bold indicates and exceedance in the applicable cleanup target level specified in Table 2 of Chapter 24-44, Miami Dade County Code.

TABLE 1B: SOIL ANALYTICAL SUMMARY - Organochlorine PesticidesBAAAMA/Thang Dang
Homestead, FL

Sample ID	Date Collected	Sample Interval (ft/s)	4,4'-DDD	4,4'-DDE	4,4'-DDT	Aldrin	Dieldrin	Endosulfan I	Endosulfan II	Endosulfan sulfate	Endrin	Endrin aldehyde
			(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
Leachability Based on Groundwater Criteria (mg/kg)			5.8	18	11	0.2	0.002	—	—	—	1	—
Direct Exposure Residential (mg/kg)			4.2	2.9	2.9	0.06	0.06	—	—	—	25	—
SB-31 (0-0.5)	3/23/2023	0-0.5	0.000126 U	0.00166	0.000313 U	0.000137 U	0.000131 U	0.000135 U	0.000187 U	0.000257 U	0.000149 U	0.000149
SB-32 (0-0.5)	3/23/2023	0-0.5	0.000105 U	0.000454	0.000261 U	0.000115 U	0.00011 U	0.000113 U	0.000156 U	0.000215 U	0.000124 U	0.000124 U
SB-33 (0-0.5)	3/23/2023	0-0.5	0.000115 U	0.000776	0.000287 U	0.000126 U	0.00012 U	0.000124 U	0.000172 U	0.000236 U	0.000136 U	0.000136 U
SB-34 (0-0.5)	3/23/2023	0-0.5	0.000122 U	0.00114	0.000304 U	0.000133 U	0.000128 U	0.000131 U	0.000182 U	0.00025 U	0.000144 U	0.000144 U
SB-35 (0-0.5)	3/23/2023	0-0.5	0.0000946 U	0.00425	0.000236 U	0.000103 U	0.000099 U	0.000102 U	0.000141 U	0.000194 U	0.000112 U	0.000112 U
SB-36 (0-0.5)	3/23/2023	0-0.5	0.000115 U	0.00166	0.000287 U	0.000126 U	0.000121 U	0.000124 U	0.000172 U	0.000236 U	0.000137 U	0.000137 U
SB-37 (0-0.5)	3/23/2023	0-0.5	0.000117 U	0.000126 U	0.000292 U	0.000128 U	0.000122 U	0.000126 U	0.000175 U	0.000239 U	0.000139 U	0.000139 U
SB-38 (0-0.5)	3/23/2023	0-0.5	0.000124 U	0.000134 U	0.000309 U	0.000136 U	0.00013 U	0.000134 U	0.000185 U	0.000254 U	0.000147 U	0.000147 U
SB-39 (0-0.5)	3/23/2023	0-0.5	0.000129 U	0.000697	0.000321 U	0.000141 U	0.000135 U	0.000139 U	0.000192 U	0.000264 U	0.000153 U	0.000153 U
SB-40 (0-0.5)	3/23/2023	0-0.5	0.00011 U	0.00204	0.000275 U	0.00012 U	0.000115 U	0.000119 U	0.000165 U	0.000226 U	0.000131 U	0.000131 U
SB-41 (0-0.5)	3/23/2023	0-0.5	0.000115 U	0.0043	0.000287 U	0.000126 U	0.000121 U	0.000124 U	0.000172 U	0.000236 U	0.000137 U	0.000137 U
SB-42 (0-0.5)	3/23/2023	0-0.5	0.000132 U	0.00219	0.000329 U	0.000144 U	0.000138 U	0.000142 U	0.000197 U	0.00027 U	0.000156 U	0.000156 U
Thang Dang												
SB-1 (0-0.5)	1/13/2023	0-0.5	0.000114 U	0.000123 U	0.000285 U	0.000125 U	0.000119 U	0.000123 U	0.00017 U	0.000234 U	0.000135 U	0.000135 U
SB-2 (0-0.5)	1/13/2023	0-0.5	0.000154 U	0.00117	0.000384 U	0.000168 U	0.000161 U	0.000166 U	0.00023 U	0.000315 U	0.000182 U	0.000182 U
SB-3 (0-0.5)	1/13/2023	0-0.5	0.000157 U	0.00767	0.000392 U	0.000172 U	0.000164 U	0.000169 U	0.000235 U	0.000322 U	0.000186 U	0.000186 U
SB-4 (0-0.5)	1/13/2023	0-0.5	0.000184 U	0.00319	0.000458 U	0.000201 U	0.000192 U	0.000198 U	0.000274 U	0.000376 U	0.000218 U	0.000218 U
SB-5 (0-0.5)	1/13/2023	0-0.5	0.000118 U	0.00441	0.000294 U	0.000129 U	0.000124 U	0.000127 U	0.000176 U	0.000242 U	0.00014 U	0.00014 U
SB-6 (0-0.5)	1/13/2023	0-0.5	0.00017 U	0.00439	0.000423 U	0.000186 U	0.000178 U	0.000183 U	0.000254 U	0.000348 U	0.000201 U	0.000201 U
SB-7 (0-0.5)	1/13/2023	0-0.5	0.000134 U	0.00869	0.000335 U	0.000147 U	0.000141 U	0.000145 U	0.000201 U	0.000275 U	0.000159 U	0.000159 U
SB-8 (0-0.5)	1/13/2023	0-0.5	0.000117 U	0.00397	0.000999	0.000128 U	0.000122 U	0.000126 U	0.000175 U	0.000239 U	0.000139 U	0.000139 U
SB-9 (0-0.5)	1/13/2023	0-0.5	0.000114 U	0.00873	0.000284 U	0.000125 U	0.000119 U	0.000123 U	0.00017 U	0.000233 U	0.000135 U	0.000135 U
SB-10 (0-0.5)	1/13/2023	0-0.5	0.000129 U	0.00609	0.000322 U	0.000141 U	0.000135 U	0.000139 U	0.000193 U	0.000264 U	0.000153 U	0.000153 U
SB-11 (0-0.5)	3/7/2023	0-0.5	0.000129 U	0.00848	0.000322 U	0.000141 U	0.000135 U	0.000139 U	0.000193 U	0.000264 U	0.000153 U	0.000153 U
SB-12 (0-0.5)	3/7/2023	0-0.5	0.000119 U	0.00296	0.000296 U	0.00013 U	0.000124 U	0.000128 U	0.000177 U	0.000243 U	0.000141 U	0.000141 U
SB-13 (0-0.5)	3/7/2023	0-0.5	0.000123 U	0.00448	0.000307 U	0.000135 U	0.000129 U	0.000133 U	0.000184 U	0.000252 U	0.000146 U	0.000146 U
SB-14 (0-0.5)	3/7/2023	0-0.5	0.000125 U	0.00488	0.000312 U	0.000137 U	0.000131 U	0.000135 U	0.000187 U	0.000256 U	0.000148 U	0.000148 U
SB-15 (0-0.5)	3/7/2023	0-0.5	0.000132 U	0.00339	0.000329 U	0.000144 U	0.000138 U	0.000142 U	0.000197 U	0.000271 U	0.000157 U	0.000157 U
SB-16 (0-0.5)	3/7/2023	0-0.5	0.000125 U	0.00488	0.000311 U	0.000136 U	0.00013 U	0.000134 U	0.000186 U	0.000255 U	0.000148 U	0.000148 U
SB-17 (0-0.5)	3/7/2023	0-0.5	0.000142 U	0.000153 U	0.000355 U	0.000156 U	0.000149 U	0.000153 U	0.000212 U	0.000291 U	0.000169 U	0.000169 U

Notes:

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TABLE 1B: SOIL ANALYTICAL SUMMARY - Organochlorine PesticidesBAAAMA/Thang Dang
Homestead, FL

Sample ID	Date Collected	Sample Interval (fbls)	4,4'-DDD	4,4'-DDE	4,4'-DDT	Aldrin	Dieldrin	Endosulfan I	Endosulfan II	Endosulfan sulfate	Endrin	Endrin aldehyde
			(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
Leachability Based on Groundwater Criteria (mg/kg)			5.8	18	11	0.2	0.002	—	—	—	1	—
Direct Exposure Residential (mg/kg)			4.2	2.9	2.9	0.06	0.06	—	—	—	25	—
SB-18 [0-0.5]	3/7/2023	0-0.5	0.000124 U	0.00114	0.000308 U	0.000135 U	0.000129 U	0.000133 U	0.000185 U	0.000253 U	0.000147 U	0.000147 U
SB-19 [0-0.5]	3/7/2023	0-0.5	0.000105 U	0.016	0.000261 U	0.000115 U	0.00011 U	0.000113 U	0.000156 U	0.000215 U	0.000124 U	0.000124 U
SB-20 [0-0.5]	3/7/2023	0-0.5	0.014	0.00506	0.088	0.000172 U	0.000164 U	0.00957	0.00377	0.000321 U	0.000186 U	0.000186 U
SB-21 [0-0.5]	3/6/2023	0-0.5	0.00011 U	0.00414	0.000273 U	0.00012 U	0.000115 U	0.000118 U	0.000163 U	0.000224 U	0.00013 U	0.00013 U
SB-22 [0-0.5]	3/6/2023	0-0.5	0.000179 U	0.00928	0.000447 U	0.000196 U	0.000188 U	0.000193 U	0.000268 U	0.000367 U	0.000212 U	0.000212 U
SB-23 [0-0.5]	3/6/2023	0-0.5	0.000128 U	0.00867	0.00032 U	0.00014 U	0.000134 U	0.000138 U	0.000192 U	0.000263 U	0.000152 U	0.000152 U
SB-24 [0-0.5]	3/6/2023	0-0.5	0.000138 U	0.011	0.000344 U	0.000151 U	0.000145 U	0.000149 U	0.000206 U	0.000283 U	0.000164 U	0.000164 U
SB-25 [0-0.5]	3/6/2023	0-0.5	0.000117 U	0.00615	0.000291 U	0.000127 U	0.000122 U	0.000126 U	0.000174 U	0.000239 U	0.000138 U	0.000138 U
SB-26 [0-0.5]	3/6/2023	0-0.5	0.00012 U	0.00385	0.000299 U	0.000131 U	0.000125 U	0.000129 U	0.000179 U	0.000245 U	0.000142 U	0.000142 U
SB-27 [0-0.5]	3/6/2023	0-0.5	0.000102 U	0.00348	0.000255 U	0.000112 U	0.000107 U	0.00011 U	0.000153 U	0.000209 U	0.000121 U	0.000121 U
SB-28 [0-0.5]	3/6/2023	0-0.5	0.000136 U	0.012	0.000339 U	0.000149 U	0.000142 U	0.000147 U	0.000203 U	0.000279 U	0.000161 U	0.000161 U
SB-29 [0-0.5]	3/6/2023	0-0.5	0.000121 U	0.012	0.000301 U	0.000132 U	0.000126 U	0.00013 U	0.00018 U	0.000247 U	0.000143 U	0.000143 U
SB-30 [0-0.5]	3/6/2023	0-0.5	0.000124 U	0.014	0.00323	0.000136 U	0.00013 U	0.000134 U	0.000185 U	0.000254 U	0.000147 U	0.000147 U
SB-31 [0-0.5]	3/6/2023	0-0.5	0.000122 U	0.00533	0.000305 U	0.000134 U	0.000128 U	0.000132 U	0.000183 U	0.00025 U	0.000145 U	0.000145 U
SB-32 [0-0.5]	3/6/2023	0-0.5	0.000125 U	0.00365	0.000312 U	0.000137 U	0.000131 U	0.000135 U	0.000187 U	0.000256 U	0.000148 U	0.000148 U
SB-33 [0-0.5]	3/6/2023	0-0.5	0.000116 U	0.032	0.000288 U	0.000126 U	0.000121 U	0.000125 U	0.000173 U	0.000237 U	0.000137 U	0.000137 U
SB-34 [0-0.5]	3/6/2023	0-0.5	0.000109 U	0.00999	0.000273 U	0.000119 U	0.000114 U	0.000118 U	0.000163 U	0.000224 U	0.00013 U	0.00013 U
SB-35 [0-0.5]	3/6/2023	0-0.5	0.000136 U	0.018	0.000338 U	0.000148 U	0.000142 U	0.000146 U	0.000203 U	0.000278 U	0.000161 U	0.000161 U
SB-36 [0-0.5]	3/6/2023	0-0.5	0.00012 U	0.00591	0.0003 U	0.000131 U	0.000126 U	0.000129 U	0.000179 U	0.000246 U	0.000142 U	0.000142 U
SB-37 [0-0.5]	3/6/2023	0-0.5	0.000104 U	0.00301	0.000259 U	0.000113 U	0.000109 U	0.000112 U	0.000155 U	0.000213 U	0.000123 U	0.000123 U
SB-38 [0-0.5]	3/6/2023	0-0.5	0.000127 U	0.012	0.000316 U	0.000139 U	0.000133 U	0.000137 U	0.000189 U	0.00026 U	0.00015 U	0.00015 U
SB-39 [0-0.5]	3/6/2023	0-0.5	0.000122 U	0.015	0.000305 U	0.000134 U	0.000128 U	0.000132 U	0.000183 U	0.00025 U	0.000145 U	0.000145 U
SB-40 [0-0.5]	3/6/2023	0-0.5	0.000136 U	0.00669	0.00172	0.000148 U	0.000142 U	0.000146 U	0.000202 U	0.000277 U	0.000161 U	0.000161 U
SB-41 [0-0.5]	3/6/2023	0-0.5	0.000126 U	0.00317	0.000313 U	0.000137 U	0.000132 U	0.000135 U	0.000188 U	0.000257 U	0.000149 U	0.000149 U
ROW-1	7/9/2024	0.5-2	0.000133 U	0.000143 U	0.000331 U	0.000145 U	0.000139 U	0.000143 U	0.000198 U	0.000272 U	0.000157 U	0.000157 U
ROW-2	7/9/2024	0.5-2	0.00011 U	0.000119 U	0.000275 U	0.00012 U	0.000115 U	0.000119 U	0.000164 U	0.000226 U	0.000131 U	0.000131 U
ROW-3	7/9/2024	0.5-2	0.000112 U	0.00012 U	0.000278 U	0.000122 U	0.000117 U	0.00012 U	0.000167 U	0.000228 U	0.000132 U	0.000132 U
ROW-4	7/9/2024	0.5-2	0.000121 U	0.000131 U	0.000302 U	0.000132 U	0.000127 U	0.000131 U	0.000181 U	0.000248 U	0.000144 U	0.000144 U
ROW-5	7/9/2024	0.5-2	0.000122 U	0.000305 U	0.000304 U	0.000133 U	0.000128 U	0.000132 U	0.000182 U	0.00025 U	0.000145 U	0.000145 U
ROW-6	7/9/2024	0.5-2	0.000127 U	0.000532	0.000317 U	0.000139 U	0.000133 U	0.000137 U	0.00019 U	0.00026 U	0.000151 U	0.000151 U

Notes:

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Homestead, FL

Sample ID	Date Collected	Sample Interval (ft/s)	4,4'-DDD	4,4'-DDE	4,4'-DDT	Aldrin	Dieldrin	Endosulfan I	Endosulfan II	Endosulfan sulfate	Endrin	Endrin aldehyde
			(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
Leachability Based on Groundwater Criteria (mg/kg)			5.8	18	11	0.2	0.002	—	—	—	1	—
Direct Exposure Residential (mg/kg)			4.2	2.9	2.9	0.06	0.06	—	—	—	25	—
ROW-7	7/9/2024	0.5-2	0.000118 U	0.000127 U	0.000294 U	0.000129 U	0.000123 U	0.000127 U	0.000176 U	0.000241 U	0.00014 U	0.00014 U
ROW-8	7/9/2024	0.5-2	0.000128 U	0.000138 U	0.00032 U	0.00014 U	0.000134 U	0.000138 U	0.000191 U	0.000262 U	0.000152 U	0.000152 U
ROW-9	7/9/2024	0.5-2	0.000113 U	0.000232 i	0.000282 U	0.000124 U	0.000118 U	0.000122 U	0.000169 U	0.000232 U	0.000134 U	0.000134 U
ROW-10	7/9/2024	0.5-2	0.000130 U	0.000233 i	0.000325 U	0.000142 U	0.000136 U	0.000140 U	0.000194 U	0.000267 U	0.000154 U	0.000154 U
ROW-11	7/9/2024	0.5-2	0.000134 U	0.000144 U	0.000333 U	0.000146 U	0.000140 U	0.000144 U	0.00020 U	0.000274 U	0.000158 U	0.000158 U
ROW-12	7/9/2024	0.5-2	0.000127 U	0.000137 U	0.000317 U	0.000139 U	0.000133 U	0.000137 U	0.00019 U	0.000261 U	0.000151 U	0.000151 U
ROW-13	7/9/2024	0.5-2	0.000127 U	0.000136 U	0.000315 U	0.000138 U	0.000132 U	0.000136 U	0.000189 U	0.000259 U	0.000150 U	0.000150 U
ROW-14	7/9/2024	0.5-2	0.000118 U	0.000577	0.000293 U	0.000128 U	0.000123 U	0.000127 U	0.000175 U	0.000241 U	0.000139 U	0.000139 U

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— = Not Analyzed/Not Applicable.

Bold indicates and exceedance in the applicable cleanup target level specified in Table 2 of Chapter 24-44, Miami Dade County Code.

TABLE 1B: SOIL ANALYTICAL SUMMARY - Organochlorine PesticidesBAAAMA/Thang Dang
Homestead, FL

Sample ID	Date Collected	Sample Interval (ft/s)	Endrin ketone	Heptachlor	Heptachlor epoxide	Methoxychlor	Toxaphene	alpha-BHC	beta-BHC	delta-BHC	gamma-BHC (Lindane)	alpha-Chlordane	g-Chlordane	Chlordane (Technical)
			(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
Leachability Based on Groundwater Criteria (mg/kg)			—	23	0.6	160	31	0.0003	0.001	0.2	0.009	—	—	9.6
Direct Exposure Residential (mg/kg)			—	0.2	0.1	420	0.9	0.1	0.5	24	0.7	—	—	2.8
SB-1 (0-0.5)	3/21/2023	0-0.5	0.000271 U	0.000167 U	0.000107 U	0.000185 U	0.015 U	0.000116 U	0.000158 U	0.000115 U	0.000131 U	0.000162 U	0.000125 U	0.000287 U
SB-2 (0-0.5)	3/21/2023	0-0.5	0.000291 U	0.00018 U	0.000115 U	0.000199 U	0.0161 U	0.000125 U	0.00017 U	0.000123 U	0.000141 U	0.000174 U	0.000135 U	0.000308 U
SB-3 (0-0.5)	3/21/2023	0-0.5	0.000288 U	0.000178 U	0.000114 U	0.000197 U	0.0159 U	0.000124 U	0.000168 U	0.000122 U	0.000139 U	0.000172 U	0.000133 U	0.000305 U
SB-4 (0-0.5)	3/21/2023	0-0.5	0.000252 U	0.000156 U	0.0001 U	0.000173 U	0.0139 U	0.000108 U	0.000147 U	0.000107 U	0.000122 U	0.000151 U	0.000117 U	0.000267 U
SB-5 (0-0.5)	3/21/2023	0-0.5	0.000264 U	0.000163 U	0.000104 U	0.00018 U	0.0146 U	0.000113 U	0.000154 U	0.000111 U	0.000127 U	0.000157 U	0.000122 U	0.00028 U
SB-6 (0-0.5)	3/21/2023	0-0.5	0.000279 U	0.000172 U	0.00011 U	0.000191 U	0.0154 U	0.00012 U	0.000163 U	0.000118 U	0.000135 U	0.000167 U	0.000129 U	0.000296 U
SB-7 (0-0.5)	3/21/2023	0-0.5	0.000271 U	0.000167 U	0.000107 U	0.000185 U	0.0149 U	0.000116 U	0.000158 U	0.000114 U	0.000131 U	0.000162 U	0.000125 U	0.000287 U
SB-8 (0-0.5)	3/21/2023	0-0.5	0.000274 U	0.000169 U	0.000108 U	0.000187 U	0.0151 U	0.000118 U	0.00016 U	0.000116 U	0.000132 U	0.000164 U	0.000127 U	0.00029 U
SB-9 (0-0.5)	3/21/2023	0-0.5	0.000244 U	0.00015 U	0.000096 U	0.000167 U	0.0135 U	0.000105 U	0.000142 U	0.000103 U	0.000118 U	0.000145 U	0.000113 U	0.000258 U
SB-10 (0-0.5)	3/21/2023	0-0.5	0.000265 U	0.000164 U	0.000105 U	0.000181 U	0.0146 U	0.000114 U	0.000155 U	0.000112 U	0.000128 U	0.000158 U	0.000123 U	0.000281 U
SB-11 (0-0.5)	3/21/2023	0-0.5	0.000265 U	0.000164 U	0.000105 U	0.000181 U	0.0146 U	0.000114 U	0.000155 U	0.000112 U	0.000128 U	0.000158 U	0.000123 U	0.000281 U
SB-12 (0-0.5)	3/21/2023	0-0.5	0.000217 U	0.000134 U	0.000086 U	0.000149 U	0.012 U	0.000093 U	0.000127 U	0.000092 U	0.000105 U	0.00013 U	0.000101 U	0.00023 U
SB-13 (0-0.5)	3/21/2023	0-0.5	0.000223 U	0.000138 U	0.000088 U	0.000153 U	0.0123 U	0.000096 U	0.00013 U	0.000094 U	0.000108 U	0.000133 U	0.000103 U	0.000237 U
SB-14 (0-0.5)	3/22/2023	0-0.5	0.000264 U	0.000163 U	0.000104 U	0.00018 U	0.015 U	0.000113 U	0.000154 U	0.000111 U	0.000127 U	0.000157 U	0.000122 U	0.015 U
SB-15 (0-0.5)	3/22/2023	0-0.5	0.000276 U	0.00017 U	0.000109 U	0.000189 U	0.015 U	0.000119 U	0.000161 U	0.000117 U	0.000133 U	0.000165 U	0.000128 U	0.015 U
SB-16 (0-0.5)	3/22/2023	0-0.5	0.000278 U	0.000172 U	0.00011 U	0.00019 U	0.015 U	0.000119 U	0.000162 U	0.000118 U	0.000134 U	0.000166 U	0.000129 U	0.015 U
SB-17 (0-0.5)	3/22/2023	0-0.5	0.000215 U	0.000133 U	0.0000852 U	0.000147 U	0.012 U	0.0000924 U	0.000126 U	0.000091 U	0.000104 U	0.000129 U	0.0000997 U	0.012 U
SB-18 (0-0.5)	3/22/2023	0-0.5	0.000258 U	0.000159 U	0.000102 U	0.000176 U	0.014 U	0.000111 U	0.000151 U	0.000109 U	0.000125 U	0.000154 U	0.000119 U	0.014 U
SB-19 (0-0.5)	3/22/2023	0-0.5	0.000343 U	0.000212 U	0.000136 U	0.000234 U	0.019 U	0.000147 U	0.0002 U	0.000145 U	0.000166 U	0.000205 U	0.000159 U	0.019 U
SB-20 (0-0.5)	3/22/2023	0-0.5	0.000243 U	0.00015 U	0.000096 U	0.000166 U	0.013 U	0.000104 U	0.000142 U	0.000103 U	0.000117 U	0.000145 U	0.000112 U	0.013 U
SB-21 (0-0.5)	3/22/2023	0-0.5	0.000273 U	0.000169 U	0.000108 U	0.000187 U	0.015 U	0.000117 U	0.00016 U	0.000116 U	0.000132 U	0.000163 U	0.000127 U	0.015 U
SB-22 (0-0.5)	3/22/2023	0-0.5	0.000288 U	0.000178 U	0.000114 U	0.000197 U	0.016 U	0.000124 U	0.000168 U	0.000122 U	0.000139 U	0.000172 U	0.000133 U	0.016 U
SB-23 (0-0.5)	3/22/2023	0-0.5	0.000263 U	0.000163 U	0.000104 U	0.00018 U	0.015 U	0.000113 U	0.000154 U	0.000111 U	0.000127 U	0.000157 U	0.000122 U	0.015 U
SB-24 (0-0.5)	3/22/2023	0-0.5	0.000252 U	0.000156 U	0.0001 U	0.000173 U	0.014 U	0.000108 U	0.000147 U	0.000107 U	0.000122 U	0.000151 U	0.000117 U	0.014 U
SB-25 (0-0.5)	3/22/2023	0-0.5	0.000229 U	0.000141 U	0.0000905 U	0.000156 U	0.013 U	0.0000982 U	0.000133 U	0.0000967 U	0.00011 U	0.000137 U	0.000106 U	0.013 U
SB-26 (0-0.5)	3/22/2023	0-0.5	0.000261 U	0.000161 U	0.000103 U	0.000178 U	0.014 U	0.000112 U	0.000152 U	0.00011 U	0.000126 U	0.000156 U	0.000121 U	0.014 U
SB-27 (0-0.5)	3/23/2023	0-0.5	0.000308 U	0.00019 U	0.000122 U	0.000211 U	0.017 U	0.000132 U	0.00018 U	0.00013 U	0.000149 U	0.000184 U	0.000143 U	0.000327 U
SB-28 (0-0.5)	3/23/2023	0-0.5	0.000253 U	0.000156 U	0.0001 U	0.000173 U	0.014 U	0.000109 U	0.000148 U	0.000107 U	0.000122 U	0.000151 U	0.000117 U	0.000268 U
SB-29 (0-0.5)	3/23/2023	0-0.5	0.000224 U	0.000139 U	0.0000889 U	0.000154 U	0.012 U	0.0000964 U	0.000131 U	0.0000949 U	0.000108 U	0.000134 U	0.000104 U	0.000238 U
SB-30 (0-0.5)	3/23/2023	0-0.5	0.000272 U	0.000168 U	0.000108 U	0.000186 U	0.015 U	0.000117 U	0.000159 U	0.000115 U	0.000131 U	0.000162 U	0.000126 U	0.000288 U

Notes:

mg/kg = milligrams per kilogram

U = The compound was analyzed for but not detected above the laboratory method detection limit (MDL).

I = The reported value is between the laboratory MDL and the laboratory practical quantitation limit (PQL).

— = Not Analyzed/Not Applicable.

Bold indicates and exceedance in the applicable cleanup target level specified in Table 2 of Chapter 24-44, Miami Dade County Code.

TABLE 1B: SOIL ANALYTICAL SUMMARY - Organochlorine PesticidesBAAAMA/Thang Dang
Homestead, FL

Sample ID	Date Collected	Sample Interval (ft/s)	Endrin ketone	Heptachlor	Heptachlor epoxide	Methoxychlor	Toxaphene	alpha-BHC	beta-BHC	delta-BHC	gamma-BHC (Lindane)	alpha-Chlordane	g-Chlordane	Chlordane (Technical)
			(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
Leachability Based on Groundwater Criteria (mg/kg)			—	23	0.6	160	31	0.0003	0.001	0.2	0.009	—	—	9.6
Direct Exposure Residential (mg/kg)			—	0.2	0.1	420	0.9	0.1	0.5	24	0.7	—	—	2.8
SB-31 (0-0.5)	3/23/2023	0-0.5	0.000288 U	0.000178 U	0.000114 U	0.000197 U	0.016 U	0.000124 U	0.000168 U	0.000122 U	0.000139 U	0.000172 U	0.000133 U	0.000305 U
SB-32 (0-0.5)	3/23/2023	0-0.5	0.00024 U	0.000148 U	0.0000952 U	0.000165 U	0.013 U	0.000103 U	0.00014 U	0.000102 U	0.000116 U	0.000144 U	0.000111 U	0.000255 U
SB-33 (0-0.5)	3/23/2023	0-0.5	0.000264 U	0.000163 U	0.000105 U	0.000181 U	0.015 U	0.000113 U	0.000154 U	0.000112 U	0.000128 U	0.000158 U	0.000122 U	0.00028 U
SB-34 (0-0.5)	3/23/2023	0-0.5	0.00028 U	0.000173 U	0.000111 U	0.000191 U	0.015 U	0.00012 U	0.000163 U	0.000118 U	0.000135 U	0.000167 U	0.000129 U	0.000296 U
SB-35 (0-0.5)	3/23/2023	0-0.5	0.000217 U	0.000134 U	0.0000859 U	0.000148 U	0.012 U	0.0000932 U	0.000127 U	0.0000917 U	0.000105 U	0.00013 U	0.0001 U	0.00023 U
SB-36 (0-0.5)	3/23/2023	0-0.5	0.000264 U	0.000163 U	0.000105 U	0.000181 U	0.015 U	0.000114 U	0.000154 U	0.000112 U	0.000128 U	0.000158 U	0.000122 U	0.00028 U
SB-37 (0-0.5)	3/23/2023	0-0.5	0.000268 U	0.000166 U	0.000106 U	0.000184 U	0.015 U	0.000115 U	0.000157 U	0.000113 U	0.00013 U	0.000168 U	0.000133 U	0.000305 U
SB-38 (0-0.5)	3/23/2023	0-0.5	0.000285 U	0.000176 U	0.000113 U	0.000195 U	0.016 U	0.000122 U	0.000166 U	0.00012 U	0.000138 U	0.00017 U	0.000132 U	0.000302 U
SB-39 (0-0.5)	3/23/2023	0-0.5	0.000295 U	0.000182 U	0.000117 U	0.000202 U	0.016 U	0.000127 U	0.000172 U	0.000125 U	0.000143 U	0.000176 U	0.000137 U	0.000313 U
SB-40 (0-0.5)	3/23/2023	0-0.5	0.000253 U	0.000156 U	0.0001 U	0.000173 U	0.014 U	0.000109 U	0.000148 U	0.000107 U	0.000122 U	0.000151 U	0.000117 U	0.000268 U
SB-41 (0-0.5)	3/23/2023	0-0.5	0.000264 U	0.000163 U	0.000105 U	0.000181 U	0.015 U	0.000113 U	0.000154 U	0.000112 U	0.000128 U	0.000158 U	0.000122 U	0.00028 U
SB-42 (0-0.5)	3/23/2023	0-0.5	0.000302 U	0.000187 U	0.00012 U	0.000207 U	0.017 U	0.00013 U	0.000176 U	0.000128 U	0.000146 U	0.000181 U	0.00014 U	0.00032 U
Thang Dang														
SB-1 (0-0.5)	1/13/2023	0-0.5	0.000262 U	0.000162 U	0.000104 U	0.000179 U	0.0145 U	0.000112 U	0.000153 U	0.000111 U	0.000127 U	0.000156 U	0.000121 U	0.000278 U
SB-2 (0-0.5)	1/13/2023	0-0.5	0.000353 U	0.000218 U	0.00014 U	0.000242 U	0.0195 U	0.000152 U	0.000206 U	0.000149 U	0.000171 U	0.000211 U	0.000163 U	0.000374 U
SB-3 (0-0.5)	1/13/2023	0-0.5	0.00036 U	0.000222 U	0.000143 U	0.000247 U	0.0199 U	0.000155 U	0.00021 U	0.000152 U	0.000174 U	0.000215 U	0.000167 U	0.000382 U
SB-4 (0-0.5)	1/13/2023	0-0.5	0.000421 U	0.00026 U	0.000167 U	0.000288 U	0.0232 U	0.000181 U	0.000246 U	0.000178 U	0.000203 U	0.000251 U	0.000195 U	0.000446 U
SB-5 (0-0.5)	1/13/2023	0-0.5	0.000271 U	0.000167 U	0.000107 U	0.000185 U	0.015 U	0.000116 U	0.000158 U	0.000114 U	0.000131 U	0.000162 U	0.000125 U	0.000287 U
SB-6 (0-0.5)	1/13/2023	0-0.5	0.000389 U	0.00024 U	0.000154 U	0.000267 U	0.0215 U	0.000167 U	0.000227 U	0.000165 U	0.000188 U	0.000233 U	0.00018 U	0.000413 U
SB-7 (0-0.5)	1/13/2023	0-0.5	0.000308 U	0.00019 U	0.000122 U	0.000211 U	0.017 U	0.000132 U	0.00018 U	0.00013 U	0.000149 U	0.000184 U	0.000143 U	0.000327 U
SB-8 (0-0.5)	1/13/2023	0-0.5	0.000268 U	0.000166 U	0.000106 U	0.000184 U	0.0148 U	0.000115 U	0.000157 U	0.000113 U	0.00013 U	0.00016 U	0.000124 U	0.000284 U
SB-9 (0-0.5)	1/13/2023	0-0.5	0.000261 U	0.000161 U	0.000104 U	0.000179 U	0.0144 U	0.000112 U	0.000153 U	0.000111 U	0.000126 U	0.000156 U	0.000121 U	0.000277 U
SB-10 (0-0.5)	1/13/2023	0-0.5	0.000296 U	0.000183 U	0.000117 U	0.000203 U	0.0164 U	0.000127 U	0.000173 U	0.000125 U	0.000143 U	0.000177 U	0.000137 U	0.000314 U
SB-11 (0-0.5)	3/7/2023	0-0.5	0.000296 U	0.000183 U	0.000117 U	0.000203 U	0.016 U	0.000127 U	0.000173 U	0.000125 U	0.000143 U	0.000177 U	0.000137 U	0.000314 U
SB-12 (0-0.5)	3/7/2023	0-0.5	0.000272 U	0.000168 U	0.000108 U	0.000187 U	0.015 U	0.000117 U	0.000159 U	0.000115 U	0.000132 U	0.000163 U	0.000126 U	0.000289 U
SB-13 (0-0.5)	3/7/2023	0-0.5	0.000283 U	0.000174 U	0.000112 U	0.000193 U	0.016 U	0.000121 U	0.000165 U	0.000119 U	0.000137 U	0.000169 U	0.000131 U	0.0003 U
SB-14 (0-0.5)	3/7/2023	0-0.5	0.000287 U	0.000177 U	0.000114 U	0.000197 U	0.016 U	0.000123 U	0.000168 U	0.000121 U	0.000139 U	0.000172 U	0.000133 U	0.000305 U
SB-15 (0-0.5)	3/7/2023	0-0.5	0.000303 U	0.000187 U	0.00012 U	0.000207 U	0.017 U	0.00013 U	0.000177 U	0.000128 U	0.000146 U	0.000181 U	0.00014 U	0.000321 U
SB-16 (0-0.5)	3/7/2023	0-0.5	0.000286 U	0.000176 U	0.000113 U	0.000196 U	0.016 U	0.000123 U	0.000167 U	0.000121 U	0.000138 U	0.000171 U	0.000132 U	0.000303 U
SB-17 (0-0.5)	3/7/2023	0-0.5	0.000326 U	0.000202 U	0.000129 U	0.000223 U	0.018 U	0.00014 U	0.000191 U	0.000138 U	0.000158 U	0.000195 U	0.000151 U	0.000346 U

Notes:

mg/kg = milligrams per kilogram

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TABLE 1B: SOIL ANALYTICAL SUMMARY - Organochlorine PesticidesBAAAMA/Thang Dang
Homestead, FL

Sample ID		Date Collected	Sample Interval (lbs)	Endrin ketone	Heptachlor	Heptachlor epoxide	Methoxychlor	Toxaphene	alpha-BHC	beta-BHC	delta-BHC	gamma-BHC (Lindane)	α-Chlordane	g-Chlordane	Chlordane (Technical)
				(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
Leachability Based on Groundwater Criteria (mg/kg)				—	23	0.6	160	31	0.0003	0.001	0.2	0.009	—	—	9.6
Direct Exposure Residential (mg/kg)				—	0.2	0.1	420	0.9	0.1	0.5	24	0.7	—	—	2.8
SB-18 (0-0.5)	3/7/2023	0-0.5	0.000284 U	0.000175 U	0.000112 U	0.000194 U	0.016 U	0.000122 U	0.000166 U	0.00012 U	0.000137 U	0.000169	0.000131 U	0.000301 U	
SB-19 (0-0.5)	3/7/2023	0-0.5	0.00024 U	0.000148 U	0.0000952 U	0.000165 U	0.013 U	0.000103 U	0.00014 U	0.000102 U	0.000116 U	0.000144 U	0.000111 U	0.000255 U	
SB-20 (0-0.5)	3/7/2023	0-0.5	0.00036 U	0.000222 U	0.000143 U	0.000246 U	0.02 U	0.000155 U	0.00021 U	0.000152 U	0.000174 U	0.013	0.015	0.028	
SB-21 (0-0.5)	3/6/2023	0-0.5	0.000251 U	0.000155 U	0.0000994 U	0.000172 U	0.014 U	0.000108 U	0.000147 U	0.000106 U	0.000121 U	0.00015 U	0.000116 U	0.000266 U	
SB-22 (0-0.5)	3/6/2023	0-0.5	0.000411 U	0.000254 U	0.000163 U	0.000281 U	0.023 U	0.000177 U	0.00024 U	0.000174 U	0.000199 U	0.000246 U	0.00019 U	0.000436 U	
SB-23 (0-0.5)	3/6/2023	0-0.5	0.000294 U	0.000182 U	0.000117 U	0.000201 U	0.016 U	0.000126 U	0.000172 U	0.000124 U	0.000142 U	0.000176 U	0.000136 U	0.000312 U	
SB-24 (0-0.5)	3/6/2023	0-0.5	0.000317 U	0.000196 U	0.000125 U	0.000217 U	0.018 U	0.000136 U	0.000185 U	0.000134 U	0.000153 U	0.000189 U	0.000147 U	0.000336 U	
SB-25 (0-0.5)	3/6/2023	0-0.5	0.000267 U	0.000165 U	0.000106 U	0.000183 U	0.015 U	0.000115 U	0.000156 U	0.000113 U	0.000129 U	0.00016 U	0.000124 U	0.000283 U	
SB-26 (0-0.5)	3/6/2023	0-0.5	0.000275 U	0.00017 U	0.000109 U	0.000188 U	0.015 U	0.000118 U	0.00016 U	0.000116 U	0.000133 U	0.000164 U	0.000127 U	0.000291 U	
SB-27 (0-0.5)	3/6/2023	0-0.5	0.000234 U	0.000145 U	0.0000928 U	0.00016 U	0.013 U	0.000101 U	0.000137 U	0.0000991 U	0.000113 U	0.00014 U	0.000109 U	0.000249 U	
SB-28 (0-0.5)	3/6/2023	0-0.5	0.000312 U	0.000193 U	0.000124 U	0.000214 U	0.017 U	0.000134 U	0.000182 U	0.000132 U	0.000151 U	0.000186 U	0.000145 U	0.000331 U	
SB-29 (0-0.5)	3/6/2023	0-0.5	0.000277 U	0.000171 U	0.00011 U	0.000189 U	0.015 U	0.000119 U	0.000162 U	0.000117 U	0.000134 U	0.000165 U	0.000128 U	0.000293 U	
SB-30 (0-0.5)	3/6/2023	0-0.5	0.000284 U	0.000176 U	0.000113 U	0.000195 U	0.016 U	0.000122 U	0.000166 U	0.00012 U	0.000137 U	0.00017 U	0.000132 U	0.000302 U	
SB-31 (0-0.5)	3/6/2023	0-0.5	0.000281 U	0.000173 U	0.000111 U	0.000192 U	0.015 U	0.000121 U	0.000164 U	0.000119 U	0.000136 U	0.000168 U	0.00013 U	0.000297 U	
SB-32 (0-0.5)	3/6/2023	0-0.5	0.000287 U	0.000177 U	0.000113 U	0.000196 U	0.016 U	0.000123 U	0.000167 U	0.000121 U	0.000138 U	0.000171 U	0.000133 U	0.000304 U	
SB-33 (0-0.5)	3/6/2023	0-0.5	0.000265 U	0.000164 U	0.000105 U	0.000181 U	0.015 U	0.000114 U	0.000155 U	0.000112 U	0.000128 U	0.000158 U	0.000123 U	0.000281 U	
SB-34 (0-0.5)	3/6/2023	0-0.5	0.000251 U	0.000155 U	0.0000993 U	0.000172 U	0.014 U	0.000108 U	0.000146 U	0.000106 U	0.000121 U	0.00015 U	0.000116 U	0.000266 U	
SB-35 (0-0.5)	3/6/2023	0-0.5	0.000311 U	0.000192 U	0.000123 U	0.000213 U	0.017 U	0.000134 U	0.000182 U	0.000132 U	0.00015 U	0.000186 U	0.000144 U	0.00033 U	
SB-36 (0-0.5)	3/6/2023	0-0.5	0.000276 U	0.00017 U	0.000109 U	0.000189 U	0.015 U	0.000118 U	0.000161 U	0.000116 U	0.000133 U	0.000165 U	0.000128 U	0.000292 U	
SB-37 (0-0.5)	3/6/2023	0-0.5	0.000238 U	0.000147 U	0.0000943 U	0.000163 U	0.013 U	0.000102 U	0.000139 U	0.000101 U	0.000115 U	0.000142 U	0.00011 U	0.000252 U	
SB-38 (0-0.5)	3/6/2023	0-0.5	0.000291 U	0.00018 U	0.000115 U	0.000199 U	0.016 U	0.000125 U	0.00017 U	0.000123 U	0.000141 U	0.000174 U	0.000135 U	0.000309 U	
SB-39 (0-0.5)	3/6/2023	0-0.5	0.000281 U	0.000173 U	0.000111 U	0.000192 U	0.016 U	0.000121 U	0.000164 U	0.000119 U	0.000136 U	0.000168 U	0.00013 U	0.000298 U	
SB-40 (0-0.5)	3/6/2023	0-0.5	0.000311 U	0.000192 U	0.000123 U	0.000213 U	0.017 U	0.000133 U	0.000181 U	0.000131 U	0.00015 U	0.000186 U	0.000144 U	0.000329 U	
SB-41 (0-0.5)	3/6/2023	0-0.5	0.000288 U	0.000178 U	0.000114 U	0.000197 U	0.016 U	0.000124 U	0.000168 U	0.000122 U	0.000139 U	0.000172 U	0.000134 U	0.000306 U	
ROW-1	7/9/2024	0.5-2	0.000304 U	0.000188 U	0.000121 U	0.000208 U	0.017 U	0.000131 U	0.000178 U	0.000129 U	0.000147 U	0.000182 U	0.000141 U	0.000323 U	
ROW-2	7/9/2024	0.5-2	0.000253 U	0.000156 U	0.0001 U	0.000173 U	0.014 U	0.000109 U	0.000148 U	0.000107 U	0.000122 U	0.000151 U	0.000117 U	0.000268 U	
ROW-3	7/9/2024	0.5-2	0.000256 U	0.000158 U	0.000101 U	0.000175 U	0.014 U	0.00011 U	0.000149 U	0.000108 U	0.000124 U	0.000153 U	0.000119 U	0.000271 U	
ROW-4	7/9/2024	0.5-2	0.000278 U	0.000172 U	0.00011 U	0.00019 U	0.015 U	0.000119 U	0.000162 U	0.000118 U	0.000134 U	0.000166 U	0.000129 U	0.000295 U	
ROW-5	7/9/2024	0.5-2	0.00028 U	0.000173 U	0.000111 U	0.000192 U	0.015 U	0.000120 U	0.000164 U	0.000118 U	0.000135 U	0.000167 U	0.00013 U	0.000297 U	
ROW-6	7/9/2024	0.5-2	0.000291 U	0.00018 U	0.000115 U	0.000199 U	0.016 U	0.000125 U	0.000170 U	0.000123 U	0.000141 U	0.000174 U	0.000135 U	0.000309 U	

Notes:

mg/kg = milligrams per kilogram

U = The compound was analyzed for but not detected above the laboratory method detection limit (MDL).

I = The reported value is between the laboratory MDL and the laboratory practical quantitation limit (PQL).

— = Not Analyzed/Not Applicable.

Bold indicates and exceedance in the applicable cleanup target level specified in Table 2 of Chapter 24-44, Miami Dade County Code.

TABLE 1B: SOIL ANALYTICAL SUMMARY - Organochlorine PesticidesBAAAMA/Thang Dang
Homestead, FL

Sample ID	Date Collected	Sample Interval (ft/s)	Endrin ketone	Heptachlor	Heptachlor epoxide	Methoxychlor	Toxaphene	alpha-BHC	beta-BHC	delta-BHC	gamma-BHC (Lindane)	alpha-Chlordane	gamma-Chlordane	Chlordane (Technical)
			(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
Leachability Based on Groundwater Criteria (mg/kg)			—	23	0.6	160	31	0.0003	0.001	0.2	0.009	—	—	9.6
Direct Exposure Residential (mg/kg)			—	0.2	0.1	420	0.9	0.1	0.5	24	0.7	—	—	2.8
ROW-7	7/9/2024	0.5-2	0.000271 U	0.000167 U	0.000107 U	0.000185 U	0.015 U	0.000116 U	0.000158 U	0.000114 U	0.000131 U	0.000162 U	0.000125 U	0.000287 U
ROW-8	7/9/2024	0.5-2	0.000294 U	0.000182 U	0.000116 U	0.000201 U	0.016 U	0.000126 U	0.000172 U	0.000124 U	0.000142 U	0.000176 U	0.000136 U	0.000312 U
ROW-9	7/9/2024	0.5-2	0.00026 U	0.00016 U	0.000103 U	0.000178 U	0.014 U	0.000112 U	0.000152 U	0.000110 U	0.000125 U	0.000155 U	0.00012 U	0.000275 U
ROW-10	7/9/2024	0.5-2	0.000299 U	0.000184 U	0.000118 U	0.000204 U	0.016 U	0.000128 U	0.000174 U	0.000126 U	0.000144 U	0.000178 U	0.000138 U	0.000317 U
ROW-11	7/9/2024	0.5-2	0.000306 U	0.000189 U	0.000121 U	0.00021 U	0.017 U	0.000132 U	0.000179 U	0.000130 U	0.000148 U	0.000183 U	0.000142 U	0.000325 U
ROW-12	7/9/2024	0.5-2	0.000292 U	0.00018 U	0.000116 U	0.0002 U	0.016 U	0.000125 U	0.000170 U	0.000123 U	0.000141 U	0.000174 U	0.000135 U	0.00031 U
ROW-13	7/9/2024	0.5-2	0.000290 U	0.000179 U	0.000115 U	0.000199 U	0.016 U	0.000125 U	0.000169 U	0.000123 U	0.000140 U	0.000173 U	0.000134 U	0.000308 U
ROW-14	7/9/2024	0.5-2	0.000270 U	0.000166 U	0.000107 U	0.000184 U	0.015 U	0.000116 U	0.000157 U	0.000114 U	0.000130 U	0.000161 U	0.000125 U	0.000286 U

Notes:

mg/kg = milligrams per kilogram

U = The compound was analyzed for but not detected above the laboratory method detection limit (MDL).

I = The reported value is between the laboratory MDL and the laboratory practical quantitation limit (PQL).

— = Not Analyzed/Not Applicable.

Bold indicates and exceedance in the applicable cleanup target level specified in Table 2 of Chapter 24-44, Miami Dade County Code.

TABLE 2A: GROUNDWATER ANALYTICAL SUMMARY - Metals and Nitrates

BAAAMA/Thang Dang (HWR-1368)

Miami-Dade County, FL

Sample ID	Date Sampled	Arsenic (ug/l)	Chromium (ug/l)	Manganese (ug/l)	Nitrite (mg/L)	Nitrate-Nitrite (mg/L)	Nitrate (mg/L)	Iron (ug/L)
GCTLs		10	100	50	1.0	10	10	300
BAAAMA								
MW-1	3/28/2023	0.65 U	0.90-I	1.1-I	0.0174 U	6.5	6.5	770
	8/2/2023	--	--	0.38-I	0.0174 U	7.2	7.2	48-I
	11/7/2023	--	--	0.80 U	--	--	8.7	1300
MW-1 *	2/16/2024	--	--	0.80 U	--	--	4.6	27-I
	5/15/2024	--	--	--	--	--	--	520
MW-2	3/28/2023	0.65 U	0.45-I	1.1-I	0.0174 U	11	11	950
	8/2/2023	--	--	0.38-I	0.0174 U	15	15	54-I
	11/7/2023	--	--	0.80 U	--	--	10	1400
MW-2 *	2/16/2024	--	--	0.86-I	--	--	7.6	33-I
	5/15/2024	--	--	--	--	--	--	1000
MW-3	3/28/2023	0.65 U	0.59-I	1.5-I	0.0174 U	7.4	7.4	920
	8/2/2023	--	--	2.5	0.0174 U	6.5	6.5	45-I
	11/7/2023	--	--	2.0	--	--	8.5	1300
	2/7/2024	--	--	0.80 U	--	--	7.8	1300
	5/15/2024	--	--	--	--	--	--	1000
MW-4	3/28/2023	0.65 U	0.27 U	1.3-I	0.0174 U	6.0	6.0	940
	8/2/2023	--	--	0.28-I	0.0174 U	9.9	9.9	50-I
	11/7/2023	--	--	0.80 U	--	--	12	1300
	2/7/2024	--	--	0.80 U	--	--	6.9	1300
MW-4*	5/15/2024	--	--	--	--	--	8.5	840
MW-5	3/28/2023	0.65 U	0.60-I	0.73-I	0.0174 U	7.1	7.1	840
MW-5*	8/14/2023	--	--	0.80 U	--	--	--	44-I
MW-5**	11/16/2023	--	--	0.80 U	--	--	--	60
	2/7/2024	--	--	0.80 U	--	--	--	--
MW-6	3/28/2023	0.65 U	1.5-I	0.38-I	0.0174 U	3.6	3.6	1100
MW-6*	8/2/2023	--	--	0.62-I	--	--	--	63
	11/7/2023	--	--	0.80 U	--	--	--	1500
	2/7/2024	--	--	0.80 U	--	--	--	1500
	5/15/2024	--	--	--	--	--	--	1000
MW-7	3/28/2023	0.65 U	0.80-I	0.19-I	0.0174 U	3.8	3.8	860
MW-7*	8/2/2023	--	--	1.1-I	--	--	--	68
MW-7**	11/16/2023	--	--	0.86-I	--	--	--	45-I
	2/7/2024	--	--	1.3-I	--	--	--	--
Thang Dang								
MW-1	3/10/2023	0.65 U	--	2.5	0.019-I	5.2	5.2	1000
	8/2/2023	--	--	0.33-I	--	--	--	55-I
	11/6/2023	--	--	0.80 U	--	--	--	1000
	2/8/2024	--	--	0.80 U	--	--	--	1500
	5/15/2024	--	--	--	--	--	--	1100
MW-2	3/10/2023	0.65 U	--	4	0.0174 U	0.0500 U	0.0400 U	950
	8/2/2023	--	--	0.33-I	--	--	--	57-I
	11/6/2023	--	--	0.80 U	--	--	--	930
	2/7/2024	--	--	0.80 U	--	--	--	1500
	5/15/2024	--	--	--	--	--	--	1000
MW-3	3/10/2023	0.65 U	--	3.7	0.039-I	2.9	2.9	1100
	8/2/2023	--	--	1.9-I	--	--	--	70
	11/6/2023	--	--	2.6	--	--	--	1200
	2/7/2024	--	--	0.80 U	--	--	--	1300
	5/15/2024	--	--	--	--	--	--	1000
MW-4	3/10/2023	0.65 U	--	2.7	0.0174 U	1.4-I	1.3	960
	8/2/2023	--	--	2.8	--	--	--	53-I
	11/6/2023	--	--	0.80 U	--	--	--	1200
	2/8/2024	--	--	0.80 U	--	--	--	1400
	5/15/2024	--	--	--	--	--	--	1000

Notes:

GCTLs = Groundwater Cleanup Target Levels specified in Table I of Chapter 24-44, Miami Dade County Code.

ug/L = micrograms per liter

mg/L = milligrams per liter

Bold indicates concentration exceeds GCTL, specified in Table I of Chapter 24-44, Miami Dade County Code

U = Analyte concentration was below the laboratory detection limit (value shown).

I = Analyte concentration was between the laboratory detection limit and laboratory practical quantitation limit.

-- = Parameter Not Analyzed/ Not Available

* = Replacement Well

** = Second Replacement Well

TABLE 2A: GROUNDWATER ANALYTICAL SUMMARY - Metals and Nitrates

BAAAMA/Thang Dang (HWR-1368)

Miami-Dade County, FL

Sample ID	Date Sampled	Arsenic (ug/l)	Chromium (ug/l)	Manganese (ug/l)	Nitrite (mg/L)	Nitrate-Nitrite (mg/L)	Nitrate (mg/L)	Iron (ug/L)
GCTLs		10	100	50	1.0	10	10	300
MW-5	3/10/2023	0.65 U	--	3.8	0.15	4.3	4.2	1000
	8/2/2023	--	--	0.58-I	--	--	--	53-I
	11/6/2023	--	--	0.80 U	--	--	--	1300
	2/7/2024	--	--	0.80 U	--	--	--	1500
	5/15/2024	--	--	--	--	--	--	1200
MW-6	3/10/2023	0.65 U	--	0.95 I	0.0174 U	5.5	5.5	1100
	8/2/2023	--	--	0.30-I	--	--	--	55-I
	11/6/2023	--	--	0.80 U	--	--	--	1300
	2/8/2024	--	--	0.80 U	--	--	--	1500
	5/15/2024	--	--	--	--	--	--	1200
MW-7	3/10/2023	0.65 U	--	5	0.12	4.7	4.6	1100
	8/14/2023	--	--	0.80 U	0.0174 U	6.0	6.0	57-I
	11/6/2023	--	--	0.80 U	--	--	5.2	1400
	2/7/2024	--	--	0.80 U	--	--	4.8	1400
	5/15/2024	--	--	--	--	--	--	1100

Notes:

GCTLs = Groundwater Cleanup Target Levels specified in Table 1 of Chapter 24-44, Miami Dade County Code.

ug/L = micrograms per liter

mg/L = milligrams per liter

Bold indicates concentration exceeds GCTL specified in Table 1 of Chapter 24-44, Miami Dade County Code

U = Analyte concentration was below the laboratory detection limit (value shown).

I = Analyte concentration was between the laboratory detection limit and laboratory practical quantitation limit.

-- = Parameter Not Analyzed/ Not Available

* = Replacement Well

** = Second Replacement Well

TABLE 2B: GROUNDWATER ANALYTICAL SUMMARY - Organochlorine Pesticides

BAAAMA/Thang Dang (HWR-1368)

Miami-Dade County, FL

Sample ID		GCTLs	MW-4 (BAAAMA)	MW-4 (Thang Dang)
Date			3/28/2023	3/10/2023
4,4'-DDD	(µg/L)	0.1	0.000595 U	0.000595 U
4,4'-DDE	(µg/L)	0.1	0.00155 U	0.00155 U
4,4'-DDT	(µg/L)	0.1	0.00102 U	0.00102 U
Aldrin	(µg/L)	0.002	0.000491 U	0.000491 U
Dieldrin	(µg/L)	0.002	0.000593 U	0.000593 U
Endosulfan I	(µg/L)	NA	0.00120 U	0.00120 U
Endosulfan II	(µg/L)	NA	0.000827 U	0.000827 U
Endosulfan sulfate	(µg/L)	NA	0.000586 U	0.000586 U
Endrin	(µg/L)	2	0.000690 U	0.000690 U
Endrin aldehyde	(µg/L)	NA	0.000731 U	0.000731 U
Endrin ketone	(µg/L)	NA	0.000856 U	0.000856 U
Heptachlor	(µg/L)	0.4	0.000490 U	0.000490 U
Heptachlor epoxide	(µg/L)	0.2	0.00153 U	0.00153 U
Methoxychlor	(µg/L)	40	0.00124 U	0.00124 U
Toxaphene	(µg/L)	3	0.060 U	0.060 U
alpha-BHC	(µg/L)	0.006	0.00252 U	0.00252 U
beta-BHC	(µg/L)	0.02	0.00144 U	0.00144 U
delta-BHC	(µg/L)	2.1	0.00117 U	0.00117 U
gamma-BHC (Lindane)	(µg/L)	0.2	0.000558 U	0.000558 U
alpha-Chlordane	(µg/L)	--	--	0.000681 U
gamma-Chlordane	(µg/L)	--	--	0.000492 U
Chlordane	(µg/L)	2	0.00108 U	0.00108 U

Notes:

µg/L = micrograms per liter

U = Analyte was not detected at the laboratory's method detection limit (MDL)

I = Reported value is between the laboratory MDL and the laboratory PQL

Bold = Indicates an exceedance of GCTLs

-- = Parameter Not Analyzed

GCTLs = Groundwater Cleanup Target Levels specified in Table I of Chapter 24, Miami Dade County Code

Engineering Agreement

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between the Newton Road Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and Alvarez Engineers, Inc., a Florida corporation and shall remain in effect until terminated under the terms contained herein.

WHEREAS, the Newton Road Community Development District ("District"), a special purpose unit of local government established and existing pursuant to Chapter 190, Florida Statutes, solicited for proposals from companies interested in serving as District Engineer to the District in accordance with sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, Alvarez Engineers, Inc., ("Engineer"), a Florida corporation, submitted a proposal to serve as District Engineer and provide engineering services to the District; and

WHEREAS, the District intends to employ Alvarez Engineers, Inc. as District Engineer to perform engineering, surveying planning, landscaping, environmental management and permitting, financial and economic studies, and such other work as defined in separate work authorizations; and

WHEREAS, the District Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during the performance of these services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE 1 SCOPE OF SERVICES

- A. The District Engineer will provide general engineering services including:
 - 1. Preparation of any necessary reports and applications.
 - 2. Attendance at meetings of the District's Board of Supervisors.
 - 3. Assistance in meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks.
 - 4. Performance of any other duties related to the provision of infrastructure and services as requested by the District's Board of Supervisors.
- B. The District Engineer shall prepare, or cause to be prepared, or review construction drawings and specifications for the type of work as authorized by the District's Board of Supervisors. This may also include, but is not limited to, rendering assistance in the drafting of forms, proposal and contracts, issuance of certificates of construction and

payment, assisting and/or supervising the bidding processes, and any other activity required by the District's Board of Supervisors.

- C. The Engineer shall, when authorized by the Board, provide general services during the construction phase including, but not limited to:
1. Periodic visits to the site, or full-time construction management services, as directed by the District.
 2. Processing of contractors' pay estimates.
 3. Final inspection and requested certificates for construction including the final certification of construction.
 4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which the Engineer is named as owner's representative or "District Engineer".
 5. Any other activity related to construction as authorized by the District's Board of Supervisors.
- D. With respect to maintenance of facilities, the District Engineer shall render such services as authorized in writing by the District.

ARTICLE 2 METHOD OF AUTHORIZATION

Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District.

ARTICLE 3 COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized.

- A. Lump Sum Amount: The District and District Engineer shall mutually agree to a lump sum amount for the services to be rendered payable in proportion to the work accomplished.
- B. Hourly Personnel Rates: For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates in Schedule "A" shall remain in effect. On the anniversary date of this Agreement, the parties may renegotiate the fee schedule.

ARTICLE 4 REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by District Engineer, its employees, or its consultants in the interest of the project for the incidental items listed below:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance calls and facsimiles, expedited delivery fees, and fees paid for securing approval of authorities having jurisdiction over a project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.
- B. Expenses incurred in the reproduction, postage and handling of drawings and specifications except those used for in-house purposes.

ARTICLE 5 SPECIAL CONSULTANTS

When a special consultant is retained by District Engineer to assist in the provision of services such additional special services shall be paid for on a costs basis. Such services and fees shall be included in any work authorization.

ARTICLE 6 ACCOUNTING RECORDS

Records of District Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. In addition, District Engineer acknowledges that the provisions of Article 13 of this Agreement may apply to these records.

ARTICLE 7 REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by District Engineer pursuant to this Agreement are instruments of service to be used by the District. They are not intended or represented to be suitable for reuse by others or for extensions of the work for which they were provided or on any other project. Any reuse by the District without specific written consent by District Engineer will be at the District's sole risk.

ARTICLE 8 ESTIMATE OF COST

Since District Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a professional familiar with the construction industry, but District Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by it. If the

District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense or may direct that such work be accomplished through the Engineer. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

ARTICLE 9 INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the District Engineer shall be acting as an independent contractor. Neither the District Engineer nor employees of the District Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The District Engineer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The District Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the District Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

ARTICLE 10 INSURANCE

District Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

A. Workers Compensation	Statutory
B. General Liability	
1. Bodily Injury (incl. contractual)	\$1,000,000/\$2,000,000
2. Property Damage (incl. contractual)	\$1,000,000/\$2,000,000
C. Automobile Liability (if applicable)	Combined Single Limit \$1,000,000
1. Bodily Injury	
2. Property Damage	
D. Professional Liability for Errors and Omissions	\$2,000,000

District Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District as an additional insured, except on the worker's compensation and professional liability policies. District Engineer shall provide the District with 30 days notice of cancellation of such insurance. At no time shall Engineer be without insurance in the above amounts.

ARTICLE 11 CONTINGENT FEE

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the District Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the District Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 12 AUDIT

The District Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers and records of the District Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

ARTICLE 13 INDEMNIFICATION

The Engineer agrees to indemnify, defend, and hold harmless the District and its officers, District Manager and employees of and from any and all liabilities, claims, causes of action, demands, suits, or losses by any person, corporation or other entity arising from the negligent acts, errors or omissions of the District Engineer or District Engineer's agents or employees, in the performance of professional services under this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability pursuant to Section 768.28, F.S., or any other statute or law. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 14 PUBLIC RECORDS

The District Engineer agrees and understands that Chapter 119, F.S., may be applicable to documents prepared in connection with work provided to the District and agrees to operate with public record requests made thereunder. The District Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S.

- A. Engineer shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
 2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Engineer does not transfer the records to the District; and
 4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of Engineer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If Engineer transfers all public records to the District upon completion of the Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- B. The Engineer acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Engineer, the Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. The Engineer acknowledges that should the Engineer fail to provide the public records to the District within a reasonable time, the Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- C. **IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ENGINEER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

GOVERNMENTAL MANAGEMENT SERVICES (GMS)
5385 NORTH NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954)721-8681
EMAIL: RECORDS@GMSSE.COM

ARTICLE 15 EMPLOYMENT VERIFICATION

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 16 CONTROLLING LAW

District Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought hereunder shall be brought in the courts in Miami-Dade County, Florida.

ARTICLE 17 WAIVER OF JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT AGREEMENT.

ARTICLE 18 ASSIGNMENT

Neither the District nor the District Engineer shall assign, sublet, or transfer their rights, duties, interest or obligations under this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the District Engineer from employing such independent professional associates and consultants, as District Engineer deems appropriate, pursuant to Article 5 herein.

ARTICLE 19 AMENDMENT

Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

ARTICLE 20 TERMINATION

The District may terminate this Agreement, in whole or in part, for failure of the District Engineer to perform in accordance with the terms of this Agreement or for any reason, at the District's sole discretion, upon thirty (30) days written notice. The District Engineer may terminate this Agreement for cause upon ninety (90) days written notice. At such time as District Engineer receives notification of the intent of the District to terminate the contract, District Engineer shall not perform any further services unless directed to do so by the Board of Supervisors in writing.

ARTICLE 21 NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if delivered to an authorized representative of either of the parties, or if mailed by registered or certified mail, return receipt requested, to the address of the party set forth below or to such other addresses as the parties hereto may designate in writing. Such notice shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage prepaid and addressed as follows:

If to District Engineer:

Juan R. Alvarez, P.E.
Alvarez Engineers, Inc.
8935 NW 35 Lane, Suite 101
Doral, Florida 33172

If to District:

Newton Road Community Development District
5385 North Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager

With a Copy to:

Mr. Michael J. Pawelczyk, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
mpawelczyk@bclmr.com

ARTICLE 22 RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

ARTICLE 23 OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the District Engineer in the spaces provided below.

ARTICLE 24 SEVERABILITY

Should any clause, paragraph or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

ARTICLE 25 E-VERIFY

The Engineer, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Engineer further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of SECTION 6 herein, if the District has a good faith belief that the Engineer has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Engineer performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Engineer and order the Engineer to immediately terminate its subcontract with the subcontractor. The Engineer shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on the Engineer's failure to comply with the E-Verify requirements referenced in this subsection.

ARTICLE 26 SCRUTINIZED COMPANY CERTIFICATION

The Engineer hereby swears or affirms that as of the date below the Engineer is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes the Engineer further affirms that:

- A. The Engineer is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. The Engineer does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - 1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - 2. Have a material business relationship involving the supply of military equipment, or
 - 3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - 4. Have been complicit in the genocidal campaign in Darfur.
- C. The Engineer does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - 1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - 2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- D. The Engineer is not engaged in business operations in Cuba or Syria.

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>.

ARTICLE 27 RESPONSIBLE VENDOR DETERMINATION

The Engineer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

ARTICLE 28 CONVICTED VENDOR LIST

Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

Newton Road Community
Development District

Attest

Chairperson/Vice Chairperson

Witness

District Engineer

DocuSigned by:



91E21F8BCEDD4E0...

Juan R. Alvarez, P.E.

Signed by:



0EA305ACEF914DA...

Witness

Schedule "A"

Alvarez Engineers, Inc.

2025 Hourly Personnel Billing Rates

Principal	\$235.00 / Hour
Chief Engineer Professional Engineer with 15+ years of post-registration experience	\$225.00 / Hour
Project Manager Professional Engineer with 10+ years of post-registration experience	\$210.00 / Hour
Senior Engineer Professional Engineer with 10+ years of post-registration experience (production)	\$185.00 / Hour
Engineer 2 Professional Engineer with 5+ years of post-registration experience	\$160.00 / Hour
Engineer 1 Professional Engineer with 0+ years of post-registration experience	\$145.00 / Hour
Electrical Engineer Electrical Engineer with 2+ years of post-graduate experience	\$140.00 / Hour
Engineer Intern Entry level with engineering degree; Engineering Intern License	\$130.00 / Hour
Senior Designer 15+ years of design experience, non-registered	\$115.00 / Hour
CADD/Computer Technician Design and Drafting with 1+ years of experience	\$100.00 / Hour
Senior Engineering Technician 5+ years of experience	\$100.00 / Hour
Engineering Technician Entry level with 0-4 years of experience	\$ 92.00 / Hour
Senior Administrative Degreed executive assistant with 8+ years of experience	\$ 95.00 / Hour
Administrative Secretary / Clerical	\$ 70.00 / Hour

*Billing Rates are subject to change on the anniversary of this agreement



Memorandum

To: Board of Supervisors

From: District Management

Date: November 21, 2025

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2025 legislative session. Starting on October 1, 2025, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2026), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2026 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:

Goals, Objectives and Annual Reporting Form

Newton Road Community Development District

Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____
Print Name: _____
Newton Road Community Development District

Date: _____

District Manager: _____
Print Name: _____
Newton Road Community Development District

Date: _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2025, (the “Effective Date”), by and between:

NEWTON ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida and whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the “District”);

and

_____**ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose principal address is 5505 Waterford District Drive, Miami, Florida 33126 (the “Association”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, chapter 190, Florida Statutes, as amended;

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, has acquired or is in the process of acquiring property interests in those tracts of land (fee simple as easement) (“CDD Tracts”) within the boundaries of the District, as more particularly identified in the Newton Road CDD Land Ownership and Easements attached hereto and incorporated herein as Composite Exhibit A;

WHEREAS, the District and the Association desire to provide for regular and routine landscape, roadway, sidewalk, entrance features and irrigation maintenance of the CDD Tracts and to clarify District and Association responsibilities with respect to the maintenance of District-owned properties and facilities;

WHEREAS, the Association on behalf of and for the benefit of its members has agreed to provide, at its cost and expense, pursuant to the terms of the Agreement, certain landscape, and irrigation maintenance services and materials with respect to the described CDD Tracts, as set forth and incorporated herein as Exhibit B (the “Maintenance Services”); and

WHEREAS, the landscaping, roadway, sidewalk, entrance features, and irrigation improvements within the CDD Tracts are identified in the plans attached hereto and made a part hereof as Composite Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for One and no/100ths (\$1.00) Dollar and other good and valuable consideration, receipt of which is

hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 Recitals. The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 Description of Improvements. The CDD Tracts that are the subject of this Agreement are more fully described in the attached Composite Exhibit A, which exhibit is incorporated by reference. The landscaping, roadway, sidewalk, entrance features, and irrigation improvements within the CDD Tracts are shown and more specifically described in Composite Exhibit A.

3.0 Performance. The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the maintenance services and materials necessary for the CDD Tracts, as set forth in the attached Exhibit B (the "Maintenance Services"), which exhibit is incorporated in its entirety and made a part hereof by reference, for the Improvements;

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the CDD Tracts are properly maintained and continue to function with their intended purpose. In addition, since each of the CDD Tracts may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the CDD Tracts and particular maintenance needs;

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (1) the District; (2) South Florida Water Management District; (3) Florida Department of Environmental Protection; (4) Miami-Dade County, Florida; (5) any Florida municipality having jurisdiction thereof, and (6) any requirements of any applicable easements recorded against the CDD Tracts and granted to Florida Power & Light or any utility or governmental entity, either now or in the future;

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the CDD Tracts;

(E) the Association shall timely pay all invoices or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in Sections 5.0 and 6.0 herein. This includes Association's obligation to pay for all costs associated

with potable water usage, as the irrigation system is connected to Miami-Dade County Water and Sewer Department (WASD) facilities via a water meter;

(G) nothing herein shall be construed to grant any right or permission to the Association to change any of the the landscaping, the irrigation facilities, the sidewalk, roadway, or entrance features, or make any improvements in the CDD Tracts except to repair or replace dead or dying landscape material or inoperable or broken facilities; and

(H) any improvement by the Association to the CDD Tracts other than as provided herein shall require the approval of the District Board of Supervisors.

4.0 The Association's Responsibility for Acts of Force Majeure. The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of any improvements within the CDD Tracts that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought, or flooding.

5.0 Emergency Intervention by the District. In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the CDD Tracts, the District reserves the unilateral and exclusive right to implement or initiate, without advance notice, the following:

(A) the provision of Maintenance Services or materials for any one or more of the Improvements; and

(B) the removal, modification, relocation, or replacement, as the case may be and in the District's sole discretion, of one or more of any improvements situated within the CDD Tracts.

Further, in such event, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, and the Association agrees that upon the District's commencement of a maintenance program or provision of Maintenance Services or materials for the CDD Tracts pursuant to this section, the District shall issue to the Association a written invoice for the reasonable costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

6.0 Remedies, Default, and Specific Performance. The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) **Material Breach by Association.** Any failure of the Association to comply with Sections 3 or 5 of this Agreement shall be deemed a material breach of this Agreement. In the event of a material breach of this Agreement, the District will promptly deliver to the Association written notice of the same and shall provide the Association reasonable opportunity to cure the material

breach of this Agreement. However, if the Association does not cure a material breach of this Agreement within thirty (30) days after it receives the District's written notice of a material breach of this Agreement, the District, at its sole discretion and without further advance notice or additional opportunity to cure, may elect to initiate its own maintenance program or provide such maintenance services and materials and thereby assume full control over maintenance of a portion of or all of the CDD Tracts; provided, however, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, but in no event later than five (5) business days after commencement of a maintenance program or maintenance services or materials by the District pursuant to the authority of this section.

(B) Default by Association. If the Association should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as all or a portion of the CDD Tracts or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable sole discretion, one or more of the improvements located within the CDD Tracts.

(C) Discontinuation and Reimbursement by Association.

(1) At such time as the District should commence a maintenance program or provide Maintenance Services or materials for all or a portion of the CDD Tracts under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

(2) Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for all or a portion of the CDD Tracts and every year thereafter on or about September 30th, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, for the next twelve (12) months, in order to implement and carry out its maintenance program or provision of maintenance services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

(D) Other Remedies and Opportunity to Cure.

(1) At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific

performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder.

(2) However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under this Agreement, the District shall provide advance written notice to the Association of the nature of the alleged failure or default and afford a thirty (30) calendar day cure period, and the Association, shall have thirty (30) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

7.0 Indemnification.

(A) The Association shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any negligence, act, omission, or default of the Association, its agents, servants or employees arising from the Association's assumption of the Maintenance Services for the CDD Tracts, this Agreement, or its performance. The Association and the District hereby agree and covenant that the Association has received specific additional consideration in the amount of one dollar (\$1.00) sufficient to support this obligation of indemnification provided for in this paragraph.

(B) The execution of this Agreement by the Association shall obligate Association to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 8 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. The obligation of the Association to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Association.

(C) The Association acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statutes, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

(D) To the extent permitted by Florida law, the District shall indemnify the Association, its officers, directors, agents, servants and employees from liability for damages to persons or

property to the extent caused by the grossly negligent and reckless acts and omissions of the District in an amount not to exceed the monetary limits on liability set forth in Section 768.28, Florida Statutes, as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

(E) These indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

8.0 Insurance.

(A) Association shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act.

2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

(B) Prior to performance of this Agreement, Association shall submit to District copies of its required insurance coverages, specifically providing that the **Newton Road Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Association to the extent of the liabilities assumed by Association under this Agreement.

(C) In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Association shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed

certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect.

(D) District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Association's interest or liabilities but are merely minimum requirements utilized by the District.

(E) Insurance companies selected by Association must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

(F) The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

(G) All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

(H) Association understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

(I) Association shall make the District an additional insured under any and all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under this Agreement, and shall insure that its agents or contractors performing Maintenance Services under the Agreement also comply with the insurance requirements of this Section 8.

(J) IT SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION TO INSURE THAT ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM ANY MAINTENANCE OR REPAIR SERVICES WITH RESPECT TO THE IMPROVEMENTS AND ANY OTHER PROJECT APPROVED BY DISTRICT IN ACCORDANCE WITH THIS AGREEMENT, PRIOR TO ANY MAINTENANCE, REPAIR OR INSTALLATION ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT COPIES OF ITS COVERAGES, WITH MINIMUM LIMITS AS PROVIDED ABOVE, AND WHICH SPECIFICALLY PROVIDE THAT NEWTON ROAD COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTOR.

9.0 Term of Agreement; Termination for Convenience.

(A) This Agreement shall take effect as of the Effective Date. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire at midnight on October 1, 2030. Thereafter, this Agreement shall automatically renew for additional periods of five years each, commencing at 12:01 a.m. on October 1st of the then-current term expires, unless the Association provides written notice before 5:00 p.m. on April 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term. **Notwithstanding the content of this provision, the Association shall not be permitted to exercise its rights to terminate whereby the Agreement is terminated prior to September 30, 2026.**

(B) In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least sixty (60) days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

10.0 Miscellaneous Provisions.

10.1 Time of the Essence: Time is of the essence with respect to this Agreement.

10.2 Notices: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO DISTRICT: **Newton Road Community Development District**
c/o Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: District Manager

With a copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro and Ramsey, P.A.
515 E. Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

AS TO ASSOCIATION: _____ **Association, Inc.**
5505 Waterford District Drive
Miami, Florida 33126
Attention: President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

10.3 Public Records:

(A) Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

(B) Association acknowledges that any requests to inspect or copy public records relating

to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

(C) IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES-SOUTH
FLORIDA, LLC
5385 N. NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 721-8681
EMAIL: RECORDS@GMSSF.COM**

10.4 E-Verify: Association, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Association further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Association agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Association shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Association is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Association shall require an affidavit from each contractor providing that the contractor does not employ, contract with, or subcontract with an unauthorized alien. The Association shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a contractor of the Association is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Association and order the Association to

immediately terminate its contract with the contractor. Association shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Association's failure to comply with the E-Verify requirements referenced in this subsection.

10.5 Entire Agreement: The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

10.6 Amendment and Waiver: This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

10.7 Severability: The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

10.8 Controlling Law: This Agreement shall be construed under the laws of the State of Florida.

10.9 Authority: The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

10.10 Costs and Fees: In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

10.11 Successors and Assignment: The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

10.12 No Third-Party Beneficiaries: This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or

conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10.13 Arm's Length Transaction: This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10.14 Execution of Documents: Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

10.15 Construction of Terms: Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

10.16 Captions: The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

10.17 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

10.18 Scrutinized Company Certification. Association hereby certifies that as of the date below Association is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Association further certifies that:

(A) Association is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Association was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

(B) Association understands that this Agreement may be terminated at the option of the District if Association is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

10.19 Responsible Vendor Determination. Association is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

10.20 Convicted Vendor List. Association hereby certifies that neither Association nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

10.21 Anti-Human Trafficking Affidavit. Association shall provide the District with an affidavit executed by an officer or a representative of the Association under penalty of perjury attesting that the Association does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the date first above written.

ATTEST:

**NEWTON ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Juliana Duque, Assistant Secretary

By: _____
Teresa Baluja, Chair
Board of Supervisors

_____ day of _____, 2025

ASSOCIATION, INC., a Florida not-for-profit corporation

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____
President

_____ day of _____, 2025

[CORPORATE SEAL]

COMPOSITE EXHIBIT A
Newton Road CDD Land Ownership and Easements

EXHIBIT B
Description of Maintenance Services

Regular and routine landscape and related maintenance of the CDD Tracts, which landscape and maintenance of those areas within the CDD Tracts as identified in Composite Exhibit A, and other maintenance includes, but is not limited to, the following:

A. Basic Landscape Service:

1. Mowing all grass areas.
2. Edging of all improved surfaces.
3. Trimming of shrubbery.
4. Removal of suckers from tree trunks.
5. Trimming of trees to maintain a branch height clearance of seven feet, where applicable.
6. Weed control in planted beds.
7. Monitor common areas for debris and leaves at the time of regular service.
8. Cleanup clippings, leaves and debris generated during the performance of landscape maintenance work.
9. Mulch and fertilize the Improvements, as appropriate, at least once a year.
10. Apprise District on landscaping matters.
11. Trim and prune trees once a year.

B. Irrigation Services:

1. The Association shall be responsible for any damage done to the system as a result of their employees or equipment or their contractor's employees or equipment.
2. The irrigation systems shall be checked after each mowing. Damage to irrigation not caused by Association or its contractor will also be the responsibility of Association to repair.
3. The Association shall be responsible for the maintenance and repair of all irrigation pipes, lines, sprinkler heads, and related irrigation equipment and systems of the District.
4. As part of its maintenance responsibility, Association shall be responsible for assuring that the check valves that connect the District portion of the irrigation system with the private portion of said system are always functional as to avoid impacting either portion of the irrigation system due to a failure to monitor or maintain

C. Trash and Debris Clean-up and Removal:

Association shall be responsible for regular trash, garbage, and debris removal from the CDD Tracts.

D. Roadways and Sidewalks

Regular inspection, repair, and upkeep of streets and pedestrian walkways to ensure safety, accessibility, and longevity of public infrastructure.

Roadway Maintenance:

1. Filling and patching potholes to maintain a smooth driving surface.
2. Periodically replacing layers of asphalt or concrete for durability and skid resistance.
3. Sealing cracks to prevent water intrusion and further pavement deterioration.
4. Removing debris, litter, and sediments to improve appearance and reduce pollutants.
5. Maintaining traffic signs, signals, and pavement markings for safety and clarity.
6. Keeping curbs, gutters, and drain inlets clear for proper stormwater flow.

Sidewalk Maintenance:

7. Fixing cracks, holes, or uneven surfaces to eliminate tripping hazards.
8. Removing and replacing sections that have become unsafe or deteriorated.
9. Addressing sidewalk displacement caused by tree roots by trimming, root barriers, or redesign.
10. Ensuring all sidewalks, ramps, and crossings meet Americans with Disabilities Act accessibility standards.
11. Removing debris, weeds, and litter for aesthetics and safety.

E. Entrance Features:

1. Cleaning, repainting, or repairing entry signs to ensure they are visible and attractive.
2. Pruning shrubs and trees, mowing lawns, planting seasonal flowers, mulching beds, and removing weeds around entryways.
3. Replacing bulbs, cleaning fixtures, and checking wiring to ensure entrance and monument lights function properly at night.
4. Inspecting and fixing walls, columns, and other constructed elements for cracks, weather damage, or vandalism.
5. Cleaning hard surfaces, including walls, signs, and pavement, to remove dirt, algae, mildew, or graffiti.

Newton Road

Community Development District

BILL TO: Lennar Homes
5505 Waterford District, 5th Floor
Miami, FL 33126

October 17, 2025
Funding Request #6

PAYEE		GENERAL FUND
1	Billing, Cochran, Lyles, Mauro & Ramsey, P.A.	
	Inv# 194453 - General Counsel (Jul 2025)	\$ 720.00
	Inv# 194897 - General Counsel (Aug 2025)	\$ 1,185.00
	Inv# 195418 - General Counsel (Sep 2025)	\$ 577.37
2	GMS-SF, LLC	
	Inv# 6 - Management Fees & Expenses (Aug 2025)	\$ 2,167.40
	Inv# 7 - Management Fees & Expenses (Sep 2025)	\$ 2,170.36
	Inv# 8 - Management Fees & Expenses (Oct 2025)	\$ 2,166.66
TOTAL		\$ 8,986.79

Please make check payable to:

Newton Road Community Development District
5385 N Nob Hill Road
Sunrise, FL 33351

Newton Road

Community Development District

BILL TO: Lennar Homes
5505 Waterford District, 5th Floor
Miami, FL 33126

November 13, 2025
Funding Request #7

PAYEE		GENERAL FUND	
1	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. Inv# 195885 - General Counsel (Oct '25)	\$	1,500.00
2	Egis Insurance Inv #29426 - Insurance FY2026 (Oct '25)	\$	5,000.00
3	FloridaCommerce Inv# 93863 - Special District Fee - FY2026 (Oct '25)	\$	175.00
4	GMS-SF, LLC Inv# 11 - Management Fees & Expenses (Nov '25)	\$	2,167.40
5	McClatchy Company LLC Inv# IN58013 - Legal Ad (Sept '25)	\$	383.76
TOTAL		\$	9,226.16

Please make check payable to:

Newton Road Community Development District
5385 N Nob Hill Road
Sunrise, FL 33351

Newton Road
Community Development District

Unaudited Financial Reporting
October 31, 2025



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Newton Road
Community Development District
Combined Balance Sheet
October 31, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 3,729	\$ -	\$ -	\$ 3,729
Due From Developer	16,046	-	-	16,046
<u>Series 2025</u>				
Reserve	-	73,600	-	73,600
Interest	-	42,728	-	42,728
Acquisition & Construction	-	-	2,278,737	2,278,737
Cost of Issuance	-	-	100	100
Total Assets	\$ 19,774	\$ 116,328	\$ 2,278,837	\$ 2,414,940
Liabilities:				
Accounts Payable	\$ 11,046	\$ -	-	\$ 11,046
Total Liabilities	\$ 11,046	\$ -	\$ -	\$ 11,046
Fund Balance:				
Restricted for:				
Debt Service	\$ -	\$ 116,328	\$ -	\$ 116,328
Capital Project	-	-	2,278,837	2,278,837
Unassigned	8,729	-	-	8,729
Total Fund Balances	\$ 8,729	\$ 116,328	\$ 2,278,837	\$ 2,403,894
Total Liabilities & Fund Balance	\$ 19,774	\$ 116,328	\$ 2,278,837	\$ 2,414,940

Newton Road
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/25	Thru 10/31/25	Variance
<u>Revenues:</u>				
Developer Contribution	\$ 73,416	\$ 8,842	\$ 8,842	\$ -
Total Revenues	\$ 73,416	\$ 8,842	\$ 8,842	\$ -
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Engineering	\$ 5,000	\$ 417	\$ -	\$ 417
Attorney	12,000	1,000	1,500	(500)
Annual Audit	4,000	-	-	-
Assessment Administration	2,000	-	-	-
Arbitrage Rebate	600	-	-	-
Dissemination Agent	1,200	-	-	-
Trustee Fees	4,000	333	-	333
Management Fees	24,000	2,000	2,000	-
Information Technology	1,000	83	83	0
Website Maintenance	1,000	83	83	0
Telephone	50	4	-	4
Postage & Delivery	250	21	-	21
Insurance General Liability	5,500	5,500	5,000	500
Printing & Binding	250	21	-	21
Legal Advertising	766	64	-	64
Other Current Charges	250	21	54	(33)
Office Supplies	250	21	-	21
Dues, Licenses & Subscriptions	300	300	175	125
Total General & Administrative	\$ 62,416	\$ 9,868	\$ 8,896	\$ 972

Newton Road
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/25	Thru 10/31/25	Variance
<u>Operations & Maintenance:</u>				
Field Expenditures				
Drainage System	\$ 10,000	833	-	\$ 833
Contingencies	1,000	83	-	83
Subtotal Field Expenditures	\$ 11,000	\$ 917	\$ -	\$ 917
Total Operations & Maintenance	\$ 11,000	\$ 917	\$ -	\$ 917
Total Expenditures	\$ 73,416	\$ 10,785	\$ 8,896	\$ 1,889
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ (1,943)	\$ (54)	\$ 1,889
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ (1,943)	\$ (54)	\$ 1,889
Fund Balance - Beginning	\$ -		\$ 8,783	
Fund Balance - Ending	\$ -		\$ 8,729	

Newton Road
Community Development District
Debt Service Fund Series 2025
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/25	Thru 10/31/25	Variance
<u>Revenues:</u>				
Interest Income	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
<u>Expenditures:</u>				
Interest - 11/1	\$ -	\$ -	\$ -	\$ -
Interest - 5/1	-	-	-	-
Principal - 5/1	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
		\$ -		
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -
<u>Other Financing Sources/(Uses):</u>				
Bond Proceeds	\$ -	\$ -	\$ 116,328	\$ 116,328
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 116,328	\$ 116,328
Net Change in Fund Balance	\$ -	\$ -	\$ 116,328	\$ 116,328
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 116,328	

Newton Road
Community Development District
Capital Projects Fund Series
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2025

	Adopted Budget	Prorated Budget Thru 10/31/25	Actual Thru 10/31/25	Variance
<u>Revenues:</u>				
Interest Income	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
<u>Expenditures:</u>				
Improvements	\$ -	\$ -	\$ 1,485,267	\$ (1,485,267)
Cost of Issuance	-	-	344,568	(344,568)
Total Expenditures	\$ -	\$ -	\$ 1,829,835	\$ (1,829,835)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (1,829,835)	\$ (1,829,835)
<u>Other Financing Sources/(Uses):</u>				
Bond Proceeds	\$ -	\$ -	\$ 4,108,672	\$ 4,108,672
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 4,108,672	\$ 4,108,672
Net Change in Fund Balance	\$ -	\$ -	\$ 2,278,837	\$ 2,278,837
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 2,278,837	

Newton Road
Community Development District
Month to Month

	Adopted Budget	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Revenues:</u>														
Developer Contribution	73,416	8,842	-	-	-	-	-	-	-	-	-	-	-	8,842
Total Revenues	\$ 73,416	\$ 8,842	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,842
<u>Expenditures:</u>														
<u>General & Administrative:</u>														
Engineering	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	12,000	1,500	-	-	-	-	-	-	-	-	-	-	-	1,500
Annual Audit	4,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	2,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Arbitrage Rebate	600	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	1,200	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	4,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	24,000	2,000	-	-	-	-	-	-	-	-	-	-	-	2,000
Information Technology	1,000	83	-	-	-	-	-	-	-	-	-	-	-	83
Website Maintenance	1,000	83	-	-	-	-	-	-	-	-	-	-	-	83
Telephone	50	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	250	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance General Liability	5,500	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000
Printing & Binding	250	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Advertising	766	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	250	54	-	-	-	-	-	-	-	-	-	-	-	54
Office Supplies	250	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	300	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 62,416	\$ 8,896	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,896
<u>Operations & Maintenance</u>														
Field Expenditures														
Drainage System	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingencies	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Field Expenditures	\$ 11,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations & Maintenance	\$ 11,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 73,416	\$ 8,896	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,896
Excess (Deficiency) of Revenues over Exper	\$ -	\$ (54)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(54)
Net Change in Fund Balance	\$ -	\$ (54)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(54)

Newton Road

Community Development District

Long Term Debt Report

Series 2025, Special Assessment Bonds (2025 Project)		
Bond Issue:	10/9/2025	\$4,225,000
Original Issue Amount:		
Interest Rate:	4.00%	
Maturity Date:	June 15, 2030	
Interest Rate:	5.50%	
Maturity Date:	June 15, 2045	
Interest Rate:	5.750%	
Maturity Date:	June 15, 2055	
Reserve Fund Requirement:	25% of Max Annual Debt Service	
Bond outstanding		\$4,225,000
Less:		
Current Bonds Outstanding		\$4,225,000