



BOARD MEETING AGENDA

Thursday, February 20, 2025, at 6:00 p.m.

Meeting Location:
Acreage Branch Library,
15801 Orange Blvd. Loxahatchee, FL 33470

1. **Call Meeting to Order**
 - a. Board of Director Roll Call
2. **Approval of December 5, 2024, Meeting Minutes**
3. **Treasurer Report**
4. **Committee Updates**
5. **New Business**
 - a. Discuss updating governing documents
 - b. Management company changes
6. **Old Business**
 - a. Road and Bridge Repairs, Phase 1
 1. Wynn and Sons Representatives will be present to answer paving plan questions at 6:30pm.
7. **Questions from Property Owners regarding items listed on Agenda**
 - a. Sign-up sheet available prior to start of meeting, if meeting is held in person
 - b. Use the "Raise Hand" feature when utilizing Microsoft Teams
8. **Adjourn**

PROPOSAL

Dated: 12/05/2024

Proposal Number - FET24-0488

Fox Trail Property Owners, Inc.
 c/o Coastal Properties
 10 SE Central Parkway, Suite 400
 Stuart FL 34994
 Attn.: Kim Maisenbacher

RE: **Proposed Engineering Services**
 Fox Trail - Paving Monitoring - Phase 1
 Off Lion Country Safari Road
 Loxahatchee, Florida

Thank you for contacting Federal Engineering & Testing, Inc. ("F.E.T.") Please find below our Proposal for the services you have requested, as well as the accompanying Agreement for said services. If the Proposal and Agreement meet with your approval, please execute both where indicated and return to us via fax at **(954) 784-7875** or email to **sven@fed-eng.com**. Upon receipt of the signed documents, F.E.T will commence the services agreed to therein.

Proposed Engineering Services				
Type of Test	Description	Quantity	Each	Cost
Asphalt Technician (Hr)*	Performing following duties: -Act as owners representative -Monitoring Pavement Process -Verifying that the contractor follows project specifications -Measure thickness of asphalt -Track truck tickets and temp. -Keep daily log with pictures	72	\$ 85.00	\$ 6,120.00
Nuclear Backscatter Test	Asphalt Backscatter Test	35	\$ 25.00	\$ 875.00
Extraction/Gradation	New Asphalt Extraction/Grad.	2	\$ 375.00	\$ 750.00
Professional Engineer Time (Hr)	For site visits and report reviews	5	\$ 145.00	\$ 725.00
Administrative Time (Hr)	Report Writing and Tracking	5	\$ 45.00	\$ 225.00
Engineering Review Fee	2% of Total Billed per Invoice	1	2% of Total	\$ 173.90
Total* ** ***				\$ 8,868.90

Possible Additional Services	Cost Per Unit
Extraction / Gradation (each)	\$ 375.00
Professional Engineer Time (Hr.)	\$ 145.00
Technician Stand-by-Time (Hr.)	\$ 85.00
Additional Sealed Report (each)	\$ 25.00

*Total quantities will depend upon the contractors actual time paving the project. A minimum of 2 hours will be billed per trip.
 **Any time over 8 hours per day or nights and weekends will be billed at one and a half times the regular rate (if applicable)
 ***Price Includes 2 sealed reports

TERMS & CONDITIONS

THIS PROPOSAL AND THE ACCOMPANYING AGREEMENT FOR ENGINEERING SERVICES IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, WHICH ARE HEREBY EXPRESSLY INCORPORATED INTO THIS DOCUMENT BY REFERENCE AS IF FULLY SET FORTH HEREIN. BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND CONDITIONS, OR HAVE BEEN GIVEN THE OPPORUNITY TO VIEW SAME, AND INTEND TO BE BOUND THEREBY. CLIENT'S SIGNATURE BELOW FURTHER AUTHORIZES PERFORMANCE OF THE WORK SPECIFIED HEREIN.

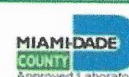
2/12/2025

Date of Acceptance



Authorized Client's Signature

Please continue--sign/initial each page where indicated and return to our office via fax to (954) 784-7875 or email to sven@fed-eng.com.



Agreement for Engineering Services

THIS AGREEMENT FOR ENGINEERING SERVICES ("Agreement") is entered into by and between Federal Engineering & Testing, Inc., a Florida corporation, located at 3370 Northeast 5th Avenue, Oakland Park, Florida 33334 ("F.E.T."), and Fox Trail Property Owners, Inc. ("Client"), with business offices located at 10 SE Central Parkway, Suite 400, Stuart FL 34994 Dated: 12/05/2024

Recitals

IN CONSIDERATION of the mutual promises and covenants setforth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- Proposal:** Client accepts F.E.T.'s Proposal for Geotechnical Engineering and Construction Materials Testing Services, Dated: 12/05/2024 ("Proposal");
- Fee Arrangement:** Client agrees to pay F.E.T. on a per unit basis as work is performed;
- Scope of Services:** F.E.T. agrees to perform the proposed Geotechnical Engineering and Construction Materials Testing services described in the Proposal ("Services"), as set forth below, to the the following property: Off Lion Country Safari Road
Loxahatchee, Florida ("Project");

Services:

Type of Test	Description	Quantity
Asphalt Technician (Hr)*	Performing following duties: -Act as owners representative -Monitoring Pavement Process -Verifying that the contractor follows project specifications -Measure thickness of asphalt -Track truck tickets and temp. -Keep daily log with pictures	72
Nuclear Backscatter Test	Asphalt Backscatter Test	35
Extraction/Gradation	New Asphalt Extraction/Grad.	2
Professional Engineer Time (Hr)	For site visits and report reviews	5
Administrative Time (Hr)	Report Writing and Tracking	5
Engineering Review Fee	2% of Total Billed per Invoice	1

Contact Information
Name: Kim Maisenbacher
Phone: 508-648-7702
Email: info@foxtrailpoa.com

Special Conditions: Client acknowledges and accepts the disclaimers set forth below;
Client acknowledges and agrees that this Agreement for Engineering Services is subject to the Terms and Conditions attached hereto, which are hereby expressly incorporated by reference into this Agreement as if fully setforth herein. Client further agrees that Client has read the Terms and Conditions, or has been given the opportunity to view same, and intends to be bound thereby.

PAYMENT SCHEDULE

Client shall have the option to:
1) F.E.T. will only bill for actual work performed.

DISCLAIMERS

****If the client decides to let the contractor design the job specifications, F.E.T. will not be held responsible if there are any issues with the new pavement after the installation is complete.****

Client acknowledges and agrees that the estimate provided herein is preliminary and subject to change upon F.E.T.'s inspection of the project site and/or the accuracy of initial project information provided by the client, if any.

F.E.T. shall not be responsible for the acts or omissions of the contractor, any subcontractor, or any of the contractor's or subcontractor's agents or employees or any other person performing any of the work under the construction contract, including failure to complete work according to the construction contract, engineering plans and/or architectural drawings.

F.E.T. does not claim responsibility for any existing damage and/or any damage caused to the above referenced site and/or its underground utilities during time of service by F.E.T. Owner is to provide F.E.T. prior to commencement, the locations of electric, gas, and any other underground utilities

Client Initials: CL

Terms & Conditions

- 1. General.** This Agreement (consisting of the Agreement for Engineering Services, any Addendum(s) thereof, these terms and conditions and any Proposal which these conditions accompany and of which they are part, collectively referred to herein as the "Agreement") shall be deemed cancelled/withdrawn within sixty (60) days of issuance if same are not fully executed by Client or an authorized agent of Client and returned to Federal Engineering & Testing, Inc. ("F.E.T.") via fax/email to 954-784-7875 or sven@fed-eng.com. As used in this Agreement, the word "or" is not exclusive; "including" is always without limitation; "days" means calendar days; "Client" identifies that person/entity that signed this Agreement as the authorized agent thereof; and "Project" means the project/property to receive services by F.E.T. No other agreement or understanding of any nature concerning the scope of work to be performed shall be recognized absent a modification signed by both parties hereto. All negotiations made prior to the execution of the Agreement shall be deemed superseded by these Terms.
- 2. Fees.** Fees. In consideration of the services to be furnished by F.E.T. as described in this Agreement ("Services"), Client agrees to pay the fee described herein or set forth in the Proposal. If said fee does not include sales tax, Client shall pay applicable sales tax required by law. Payment is due upon receipt of any invoice. Client shall notify F.E.T. in writing within ten (10) days of the date of the invoice if Client objects to any portion of the invoice and shall promptly pay the undisputed portion. Failure to timely provide written notice shall constitute acceptance of the invoice in full. Client shall pay a finance fee of 1.5% per month or the maximum allowed by law for all unpaid balances thirty (30) days or older, whichever is greater. Client agrees to pay all collection-related costs, including reasonable attorneys' fees through trial and appeal, which F.E.T. may incur to obtain past-due payments from Client. F.E.T. may suspend Services for lack of timely payment. Payment of any invoice submitted to Client shall not be subject to, or contingent upon, F.E.T.'s completion of Services or upon Client's receipt of any other relating project, company and/or payment. A travel fee of \$85.00 shall be incurred if the Project is located more than thirty (30) miles from F.E.T.'s office unless otherwise noted above. An \$85.00 mobilization fee, equal to one (1) hour tech. time, shall be incurred if Services are cancelled while F.E.T. is in route to the Project. It is Client's responsibility to determine whether federal, state, or local prevailing wage requirements apply and to notify F.E.T. if same do apply. If it is later determined that prevailing wages apply, and F.E.T. was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to indemnify and hold harmless F.E.T. from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 3. Acceptance/Termination.** Client agrees that the execution of F.E.T.'s Agreement is a material element of the consideration F.E.T. requires to provide Services. If Services are initiated by F.E.T. prior to the execution of the Agreement as an accommodation for Client at Client's request, both parties agree that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement, including those herein. In the event Client uses its own purchase order or other form to administer an agreement for Services, the use of such form shall be for convenience purposes only and any additional or conflicting terms contained therein shall be stricken. Either party may terminate this Agreement upon written notice to the other. In such case, F.E.T. shall be paid for costs incurred and fees earned up to the date of termination.
- 4. Scope of Services.** The scope of F.E.T.'s Services is solely as described in this Agreement. F.E.T.'s Services do not include the investigation or detection of, nor do recommendations in F.E.T.'s reports address the presence or prevention of, biological pollutants (e.g. mold, fungi, bacteria, viruses, or their byproducts) unless specifically called for by this Agreement, nor other occupant safety issues, such as vulnerability to natural disasters, terrorism, or volcano. F.E.T.'s findings, opinions, and recommendations are based solely upon data and information obtained by or furnished to F.E.T. at the time of the Services. If, within the scope of this Agreement, F.E.T. is to rely upon information provided by Client, F.E.T. shall not be liable for any and all consequences resulting from the inaccuracy of the information provided.
- 5. Access.** Client is responsible for ensuring suitable access for F.E.T. equipment and personnel to the Project. An \$85.00 mobilization fee shall be incurred for locked/closed gates, poor access, no access, or any like impediment, including excessive construction debris. Client shall designate a specific time for F.E.T. to be at the Project. If, upon F.E.T.'s arrival, Client or Client's sub/contractor is not ready or if there is a delay whereby F.E.T. must be on site for more than thirty (30) consecutive minutes without being able to perform Services, Client shall be billed the standard stand-by hourly rate of \$85.00 per hour. If same occurs on a weekend/legal holiday, Client shall be billed at a rate of time and one half the standard hourly stand-by rates. F.E.T.'s normal operating hours are from 8:00am to 5:00pm, Monday through Friday. Work to be performed outside of these hours or on weekends/holidays will be charged at time and one half F.E.T.'s normal rates plus technician time.
- 6. Utilities.** Client shall provide the location of or arrange for the marking of private utilities and subterranean structures. While F.E.T. shall take reasonable precautions to avoid damage to subterranean structures or utilities, F.E.T. shall not be responsible for damage to same which are not called to F.E.T.'s attention, are incorrectly marked, or are incorrectly shown on the plans furnished to F.E.T.
- 7. Testing and Observations.** Client understands that testing and observations are discrete sampling procedures, and that such procedures indicate conditions only of the depths, locations, and times the procedures were performed. F.E.T. will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce—not eliminate—project risk. Client agrees to the level or amount of testing performed and the associated risk. F.E.T. will take reasonable precautions to reduce damage to the Project when performing Services; however Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 8. Existing Conditions.** Client recognizes that actual conditions may vary from those encountered at the locations where borings, observations or explorations are made by F.E.T. and that the data, interpretation, and recommendations of F.E.T. are based solely on the information available to it. F.E.T. shall have the right to rely on the accuracy and completeness of all information furnished to it by the Client.
- 9. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to F.E.T. all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit now, updated, or revised information as it becomes available. Client agrees that F.E.T. is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment; or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay F.E.T. the fair market value of this equipment and reasonable disposal costs. In no event shall F.E.T. be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. Client agrees that F.E.T. neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against F.E.T. and agrees to defend, indemnify and save F.E.T., its agents, employees, and related companies harmless from any claim, liability or defense costs, including attorney and expert fees, for injury or loss sustained by any party or third persons from such exposures allegedly arising out of F.E.T.'s non-negligent performance of Services, or for any claims against F.E.T. as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

Client Initials: CL

Terms & Conditions

- 10. Additional Services Requested by Client.** In the event Client desires F.E.T. to provide additional services not set forth in the Agreement, Client shall execute a written Addendum for the payment of additional services prior to F.E.T.'s commencement of same. Upon execution, the Addendum Change Order shall be incorporated into the original Agreement, become a part thereof and subject to the Agreement's terms and conditions, including those herein. F.E.T. reserves the right to request that payment be made in full prior to the commencement of work under the Agreement or any Addendum thereto.
- 11. Ownership of Tests/Reports.** All test results/reports prepared by F.E.T. pursuant to the Agreement shall remain in F.E.T.'s possession until all monies due and owing by Client to F.E.T. are paid in full. Proprietary concepts, systems, and ideas developed during performance of Services are the sole property of F.E.T. Files shall be maintained pursuant to F.E.T.'s document retention policies and practices. All reports, notes, drawings, specifications, data, calculations, and other documents prepared by F.E.T. ("Documents") are instruments of F.E.T.'s Services that shall remain F.E.T.'s property. Client agrees not to use the Documents for future additions or alternations to this Project or for other projects without F.E.T.'s express written consent. Any unauthorized use of the documents will be at Client's sole risk and without liability to F.E.T. Accordingly, Client shall defend, indemnify, and hold harmless F.E.T. from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.
- 12. Third Party Reliance.** This Agreement and the Services provided thereby are for F.E.T. and Client's sole benefit and exclusive use, with no third party beneficiaries intended. To the extent that any other person or entity, including but not limited to a contractor/subcontractor/other design professional, is benefited by the Services performed by F.E.T. pursuant to this Agreement, such benefit is purely incidental. F.E.T. shall have no liability to Client or any other party arising out of or related to the use of the information, data, or reports generated by F.E.T. during the performance of the Services by a third party for any reason whatsoever.
- 13. Performance of Services by Third Parties.** Client acknowledges and understands that some Services offered by F.E.T. are performed by third parties. Client agrees that F.E.T. shall not be liable for the actions of, work performed by, or reports/information generated by said third parties.
- 14. Warranties.** F.E.T. will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, F.E.T. MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO F.E.T.'S SERVICES AND F.E.T. DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 15. WAIVER OF CONSEQUENTIAL DAMAGES.** Client hereby waives any and all claims against F.E.T. for consequential damages, special damages, and/or delay damages arising out of or related to this Agreement and/or the Services provided thereby. This waiver includes, but is not limited to, damages incurred by Client for the cost of substitute facilities, goods, or services; cost of capital; loss of use, opportunity, income, profit, revenue, financing, business, or reputation; loss of management or Client's extended general conditions; loss of good will; or for any special, consequential, indirect, punitive, or exemplary damages arising out of or relating to the Services provided by F.E.T. regardless of whether such claim or dispute is based upon an alleged breach of contract, willful misconduct or negligent act or omission of F.E.T. or its employees and/or agents, or other legal theory.
- 16. Dispute Resolution/ Client Required to Serve a Notice of Claim.** Client shall make no claim (directly or in the form of a third-party claim) against F.E.T., unless Client has first provided F.E.T. with a written certificate, executed by an independent engineer, surveyor or geologist, as the case may be, or appropriate design professional in the state in which the Project is located, specifying and certifying each and every act or omission that Client contends constitutes a violation of the standard of care governing a geotechnical, civil or environmental engineer, surveyor or geologist, as the case may be, performing professional services under similar circumstances. Client shall provide this opinion to F.E.T. and the parties shall endeavor to resolve the dispute within thirty (30) days, after which Client may pursue its remedies at law. However, the parties agree that any and all disputes arising under this Agreement and/or the Services provided herein shall be subject to non-binding mediation as a prerequisite to further legal proceedings. In the event of a dispute, whether or not a lawsuit or other proceeding is filed, F.E.T. shall be entitled to recover its reasonable attorneys' fees and costs, including legal fees and costs incurred in any trial or appeal. Client agrees that the requirements set forth herein are an express condition precedent to filing any legal proceedings.
- 17. Representation Fees.** In the event of future conflict between the owners of the Project and a third party, F.E.T.'s legal and/or company representation and preparation for representation fees shall be billed at an hourly rate.
- 18. SITE ACCESS AND SAFETY.** Client shall obtain all site related approvals, permits, licenses, and consents necessary to commence and complete Services and shall execute any necessary site access agreement. F.E.T. shall be responsible for the supervision and site safety measures of its own employees, but shall not be responsible for same for any other person or entity, including but not limited to Client, Client's contractors, subcontractors, or any third party.
- 19. FORCE MAJUERE.** F.E.T. shall not be held responsible for any damages caused by Acts of God, including but not limited to, strikes, riots, hurricanes, actions taken by governmental authorities, pandemics, diseases, inclement weather, shortages of labor or materials, war, riot, inability to obtain materials or services, delays caused by Client, Client's agents, or any governmental regulation or agency, or for any other causes that are beyond the reasonable control of F.E.T.
- 20. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO LIMIT F.E.T.'S LIABILITY TO THE CLIENT AND TO ANY AND ALL OF THE CLIENT'S PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, CONSTRUCTION MANAGERS, CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, SUBCONSULTANTS AND INSURERS FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATING TO THE PERFORMANCE OF F.E.T.'S SERVICES UNDER THIS AGREEMENT, SUCH THAT F.E.T.'S AGGREGATE LIABILITY TO SAME WILL NOT EXCEED THE LESSOR OF (I) F.E.T.'S FEE FOR ITS SERVICES ON THE PROJECT OR (II) F.E.T.'S AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE AT THE TIME OF ANY SETTLEMENT OR JUDGMENT. IN THE EVENT THAT THIS LIMITATION OF LIABILITY PROVISION IS DEEMED VOID AS A MATTER OF LAW, THEN F.E.T.'S LIABILITY PURSUANT TO THIS PARAGRAPH SHALL BE LIMITED TO THE LOWEST AMOUNT ALLOWABLE AS A MATTER OF LAW. To the fullest extent permitted by law, Client further agrees that no shareholder, officer, director, partner, principal or employee of F.E.T. shall have personal liability for any act, omission, breach, tort, fault or wrong arising from or relating to F.E.T.'s Services on the Project.
- 21. Indemnity.** To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold harmless F.E.T. and F.E.T.'s parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees and agents harmless for any and all claims, damage obligations, liabilities, suits, demands and loss, including reasonable attorneys' fees and all other costs, expenses and disbursements, arising out of and/or resulting from the performance of the Services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act or omission and/or strict liability of Client, anyone directly or indirectly employed by Client, including but not limited to a contractor, or anyone for whose acts any of them may be liable, with the exception of F.E.T. Client shall further indemnify and hold harmless F.E.T. and F.E.T.'s parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees and agents from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees, arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants during performance of the Services. *The association shall not be liable for damages which occur as a result of F.E.T.'s negligence, misconduct or breach of contract.*

Client Initials: CL

Terms & Conditions

- 22.** To the fullest extent permitted by law, Client further agrees to defend, indemnify, and hold harmless F.E.T. and F.E.T.'s parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees and agents harmless for any and all claims, damage obligations, liabilities, suits, demands and loss, including reasonable attorneys' fees and all other costs, expenses and disbursements, to which F.E.T. may be subject, actually or allegedly arising from or relating to: (i) any unknown site condition or subterranean structures of which F.E.T. does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data, documents, records or information provided to F.E.T. by Client or third parties; (iii) any breach, tort, error, omission, wrong or fault of the Client or third party over whom F.E.T. has no control; (iv) any Act of God (such as but not limited to an earthquake, cyclone, flood, hurricane, tornado, windstorm and high winds), fire, explosion, civil disturbance, terrorist attack, embargoes, hazardous materials, or enjoining of F.E.T.'s services by a governmental body; (v) the transport, treatment, removal or disposal of all samples; and (vi) Client's unauthorized use of plans, reports, documents and related materials prepared by F.E.T. In the event any part of this indemnification is void as a matter of law, then only that portion that is deemed void as a matter of law shall be stricken and the balance of this indemnification shall remain in full force and effect.
- 23.** F.E.T. shall not be responsible for the acts or omissions of the contractor, any subcontractor, or any of the contractor's or subcontractor's agents or employees or any other person performing any of the work under a construction contract, including failure to complete work according to a construction contract, engineering plans and/or architectural drawings.
- 24.** F.E.T. shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and F.E.T.'s performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. F.E.T. will not supervise or direct the work performed by Client's sub/contractor and is not responsible for their means and methods unless said service is included in the Scope of Services.
- 25. Insurance.** F.E.T. maintains workers' compensation, general liability, property, automobile and professional liability insurance. Certificates of insurance will be issued to Client upon written request. Client agrees that it will require the construction manager, general contractor or, if Client has not retained a construction manager or general contractor.
- 26. Successors and Assigns.** This Agreement shall not be assigned without prior written consent of all parties. This Agreement shall be binding upon the parties hereto and their respective legal representative successors and assigns.
- 27. Notice.** Any notice required by this Agreement shall be delivered to F.E.T. at 3370 Northeast 5th Avenue, Oakland Park, Florida 33334, via Certified U.S. Mail.
- 28. Governing Law and Venue.** This Agreement shall be construed by, and governed in accordance with, the laws of the State of Florida without regard to its conflicts of law rules. In any action between and among the parties hereto arising out of or relating to this Agreement, the parties agree to the exclusive jurisdiction and venue in the Federal and state courts located in Broward or Palm Beach County, Florida.
- 29. Section Headings.** Section headings are for convenience only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.
- 30. Entire Agreement.** Each party hereto agrees and represents that this Agreement constitutes the entire agreement and understandings between the parties affecting the Services, and no other agreement or understanding of any nature concerning the Services will be recognized, and that all negotiations made prior to the execution of the Agreement shall be deemed superseded by the Agreement.
- 31. Amendments.** This Agreement may be amended, modified or supplemented only by a written instrument executed by the parties thereof. The conduct of the parties without such a written amendment shall in no event constitute a modification of the terms hereof. The failure of F.E.T. to enforce any terms and/or conditions of this Agreement, including those herein, at any time shall not constitute a waiver of that term/condition or of any other term/condition of this Agreement nor shall such action be deemed to be an act of ratification, amendment or consent.
- 32. Severability.** If any term of this Agreement is to any extent illegal, invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

PURSUANT TO FLORIDA STATUTES, CHAPTER 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CORPORATION MAY NOT BE HELD INDIVIDUALLY LIABLE FOR

F.E.T. shall maintain, in full force and effect, all licenses to perform designated services.

This Agreement for Engineering Services is void if not signed and returned within 30 days of: 2/10/2025

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Engineering Services to be executed by their duly authorized representatives as of the day and year first written above.



Sven Jetzkewitz
 Federal Engineering & Testing



Authorized Client's Signature
 Fox Trail Property Owners, Inc.

2/12/2025

Date of Acceptance

WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. LLC



7268 BELVEDERE RD.
WEST PALM BEACH, FL. 33411
561-686-6077

CONTRACT AGREEMENT

This Contract Agreement is entered into this 7TH day of JANUARY 2025

Wynn & Sons Environmental Construction Co. LLC. agrees to provide the following described labor, materials and construction in accordance with proposal issued. (see attached exhibits)

Owner Name: FOX TRAIL PROPERTY OWNERS ASSOCIATION

Owner Address:. PO BOX 211

City LOXAHATCHEE

State: FL.

Zip code 33470

DESCRIPTION OF WORK: SEE EXHIBIT A - ATTACHED

PHASES OF PROJECT: SEE EXHIBIT B - ATTACHED

MAP OF PHASES SEE EXHIBIT C - ATTACHED

Accepted proposal attached exhibit D

-
- **PHASE ONE:** Shetland, Mare lane , Sorrel -Mill & Resurface with sp 9.5 asphalt, repair pothole per proposal , repair cul-de-sac's - asphalt removal excavation, 8" rock repave and striping \$475,598.50
-
-

Other special conditions/provisions: Any and all terms applicable from the master contact between the owner and general contractor are applicable to this contract.

Schedule of Payments:

This schedule of payment is strictly construed and is conditioned upon General Contractor first being paid by the owner.

1. First pay request shall be issued prior to each phase beginning 33% of each proposal.
2. Second pay application shall be for 33% completion of each phase/ proposal... upon acceptance of the owner/manager the contractor shall be issued payment .
3. Third and final pay application shall be for the remaining balance due on each phase of the completed project, upon acceptance of the owner/manager the contractor shall be issued payment due on receipt of completion of work.

SOLE AGGREMENT: This agreement includes all terms and conditions hereof, is expressly agreed to and constitutes the entire agreement as of this date.

General Conditions:

1. This proposal doesn't include swales, pipes or any new drainage system necessary to improve drainage Conditions, this proposal is for asphalt resurfacing not drainage.
- 2 . The original base was designed and previously installed by others, we cannot guarantee this asphalt surfacing against possible future cracking, settlement, drainage problems, minor birdbaths or root heave by adjacent plant material. We do, however, guarantee our own work against all defects in materials and workmanship for a period of one year.
3. There will be tire "tracking" – This cannot be avoided, but the tracking marks will disappear in time.
4. Cracks in the existing asphalt may reflect through the new asphalt in time
5. Prices were based on using recycled Asphalt products (RAP) unless otherwise specified. The asphalt thickness was based on average thickness (Not Minimum) unless otherwise specified.
6. We will not be responsible for any damage caused by vibratory rollers required to achieve the required densities on the project. (i.e. broken windows, cracked foundations, structures etc)
7. Bond is not included in the contract,
8. All monies not paid when due shall bear interest at the prime rate + 10% per annum allowed by law on the project.
- 9.No Survey or As Builts included in quoted prices.
- 10.We will not be responsible for "**Bird Baths**" on the project when the existing design grade is less than 1.0 percent from crown to edge of pavement.

warranty: 12 months from completed & accepted work, for labor & materials supplied.

IN WITNESS HEREOF the parties have accepted this agreement the day and year first above written.

PROPERTY OWNER/MANAGER: Fox Trail Property Owners' Association, Inc.

Address: PO Box 211, Loxahatchee, FL 33470

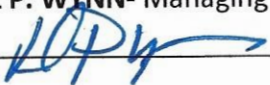
BY: Christopher LaRue TITLE President DATE 1/27/2025

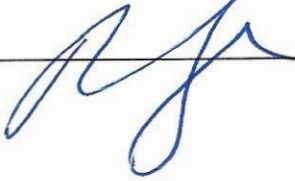
GENERAL CONTRACTOR: WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. LLC.

7268 BELVEDERE ROAD

WEST PALM BEACH, FLORIDA 33411

BY: DANIEL P. WYNN- Managing member

 DATE 1 / 7 / 2025

WITNESS:  DATE 1 / 7 / 2025



ex A

Project: Rehabilitation of private asphalt roadways and cul-de-sacs that are in Palm Beach County, Florida and privately owned and maintained by Fox Trail POA, Inc.

See included subdivision map. There are a total of 16 cul-de-sac turnarounds at the ends of the roads.

Contact:	Fox Trail POA, Inc.	info@foxtrailpoa.com	561-879.0907
	Christopher LaRue, President	clarue@foxtrailpoa.com	828.217.1478
	Kim Maisenbacher, Treasurer	kmaisenbacher@foxtrailpoa.com	508.648.7702
	Bonnie Brooks, Secretary	bbrooks@foxtrailpoa.com	561.645.0186

Description of Work:

- A. Mobilization.
- B. Quote: 1 1/4" Mill and Asphalt Pave SP- 9.5 leveling course as needed per ton 1 lift trackless tack
- C. Quote: 1.5 Mill & Pave SP- 12.5 leveling course as needed per ton 1 lift trackless tack
- D. Temp striping. Furnish and install work zone pavement markings for maintenance of traffic in construction areas. Provide any other special requirements for safe and expeditious movement of traffic for each phase.
- E. Thermoplastic traffic paint striping
- F. Pothole patching: sawcut, remove asphalt, excavate, rock 8", density test patch with asphalt
- G. Cul-de-sacs (Round about) repairs: remove asphalt excavate rock 8" density test pave 1.5
- H. Finish pavement surface shall have a cross slope to drain the pavement, sloping from inside (high) to outside (low).
- I. Milling shall be performed at existing paved driveway locations to match the finish grade of the driveway.
- J. The contractor shall remove vegetation along the pavement edges and remove soil along the pavement edges that may be preventing proper drainage off the roadway surface.
- K. Preparation and installation shall conform to FDOT requirements.
- L. Disposal of Millings is the responsibility of the Contractor.



EX-13"

Timeline: Three Phase Project. Begin before the end of 2024. Complete project within 18 months.

PHASE ONE North Streets with bridges
PHASE TWO Northern Intersecting bridge roads and cul-de-sacs
PHASE THREE Remaining Southern Roads and cul-de-sacs

	From	To	Length	Width	Area (SF)	Area (SY)
PHASE ONE						
Shetland W	Lion Country	End	2570	18	46260	5140
Shetland E	Lion Country	End	800	19.5	15600	1733
Shetland E	Lion Country	End	3150	13.5	42525	4725
Mare Lane W	Lion Country	Arabian	1970	16	31520	3502
Mare Lane E	Lion Country	Clydesdale	1953	19	37107	4123
Sorrel W	Lion Country	Arabian	1965	20	39300	4367
Sorrel E	Lion Country	Clydesdale	1950	18	35100	3900
			14358	124	247412	27490

PHASE TWO						
Arabian (N)	North End	South end	5200	14	72800	8089
Stallion Dr (N)	North end	South end	5120	15	76800	8533
Gallop (N)	North end	South end	5220	16	83520	9280
Clydesdale (N)	North end	South end	5206	16.3	84857.8	9429
			20746	61.3	317977.8	35331

PHASE THREE						
Fox Trail Ln W	Lion Country	End	2447	13.5	33034.5	3671
Fox Trail Ln E	Lion Country	300	3850	20	77000	8556
Fox Trail Ln E	300	End	3550	14	49700	5522
Arabian (S)	Shetland	end	1300	15	19500	2167
Stallion Dr (S)	Shetland	End	1194	13	15522	1725
Gallop (S)	Shetland	End	1200	13.5	16200	1800
Clydesdale (S)	Shetland	End	1343	14	18802	2089
			14884	103	229758.5	25529

The views and opinions included in this document belong to their author and do not necessarily reflect the views and opinions of the Fox Trail Property Owners' Association Board of Directors, or any other individual Director. No information contained in this document is to be interpreted as a policy or directive of the Fox Trail Property Owners' Association unless approved by a majority of Directors at a properly noticed meeting of the Fox Trail Property Owners' Association Board of Directors.

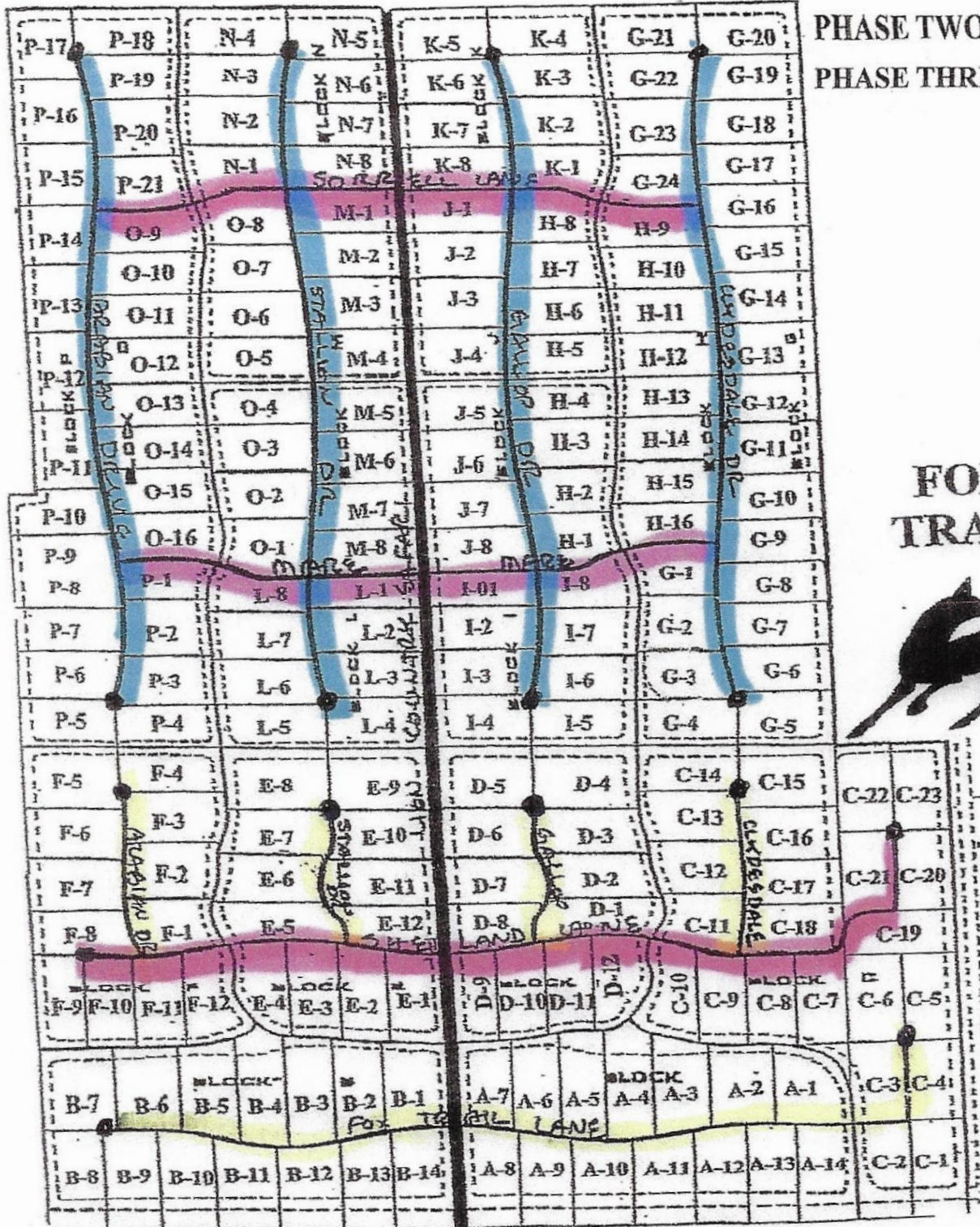
10

Lion Country Safari
Deer Road/White Fences

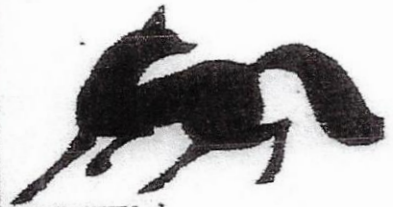
PHASE ONE

PHASE TWO

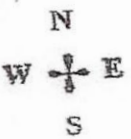
PHASE THREE



FOX TRAIL



Bridal Paths
Roads



Southern Blvd.



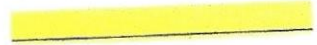
Phase One



Phase Two



Phase Three



WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. LLC

7268 BELVEDERE ROAD
 WEST PALM BEACH, FL 33411 US
 +15616866077
 rick.wynnandsons@yahoo.com

Estimate

ADDRESS

foxtrail

"D"

SHIP TO

phase one
 SHETLAND
 MARE LANE
 SORREL
 MILL & PAVE SP 9.5 1 1/4"

ESTIMATE

9924

DATE

11/14/2024

SALES REP

RICK

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
63-019	MILL 1 1/4"	27,490	2.65	72,848.50
63-024	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5 TRAFFIC LEVEL C) (0-200 TONS) PER TN	1,718	165.00	283,470.00
Services	LEVELING COURSE AS NEEDED ESTIMATED 10% OF TOTAL, WILL BE BILLED AT ACCTUAL QUANTITIES NEEDED EDGE CLEANING IS INCLUDED IN MILL AND PAVE IF EXCAVATION AND REGRADING, SODDING NEEDED TO HAVE POSITIVE DRAINAGE , BILLING AT \$50.00 PER SY POTHOLE REPAIR SAW CUT SQUARE, REMOVE ASPHALT, EXCAVATE, 8" ROCK DENSITY TEST RE PAVE PRIOR TO MILLING ESTIMATED TIME AND MATERIALS ACTUAL SHAL BE INVOICED	172	180.00	30,960.00
WP2-001A	ROAD FINISHING CREW PER DAY- FULL DAY	3	7,500.00	22,500.00
63-024	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5 TRAFFIC LEVEL C) (0-200 TONS) PER TN	20	200.00	4,000.00
Services	TEMP STRIPING		3,000.00	3,000.00
Services	THERMOPLASTIC /RPM'S CULDESAC		5,000.00	5,000.00
Services	ASPHALT REMOVAL	1,235	10.00	12,350.00
Services	EXCAVATION	300	6.50	1,950.00
Services	8" ROCK/DENSITY	1,235	20.00	24,700.00
Services	REPAVE	1,235	12.00	14,820.00
TOTAL				\$475,598.50

**ADDENDUM TO CONTRACT BETWEEN
FOX TRAIL PROPERTY OWNERS ASSOCIATION, INC.
AND WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., LLC**

THIS ADDENDUM is made between Fox Trail Property Owners Association, Inc. ("Owner") and Wynn & Sons Environmental Construction Co. LLC ("Contractor") effective this 27 day of January 2025 and is intended to and shall supplement, amend and modify that certain Contract bearing a date of January 7, 2025 following respects:

1. **Contract Documents:** The contract documents shall consist of the Contract bearing a date of January 7, 2025 (hereinafter referred to as "Contract") and this Addendum.
2. **Proper Names of the Parties and Notice:** The proper names of the parties and the addresses in which notices shall be sent are as follows:

Owner: Fox Trail Property Owners Association, Inc.
P.O. Box 211
Loxahatchee, FL 33470

Phone: 561-879-0907
Email: info@foxtrailpoa.com
Attention: Christopher LaRue and/or Kim Maisenbacher

Contractor: Wynn & Sons Environmental Construction Co. LLC
7268 Belvedere Rd.
West Palm Beach, FL 33411

Phone: 561-686-6077
Email: _____

3. **Description of Work:** The Work to be performed is for Phase one of the Project as set forth in the Contract upon the following roads: Shetland, Mare Lane and Sorrel in accordance with the specifications set forth in the Contract.
4. **Location of Work:** Work is to be performed on the Phase One Roads located within Fox Trail community located in Palm Beach County, Florida.
5. **Commencement of Work:** Work shall commence within thirty days from the date this Agreement is signed by all parties. Work shall be completed within sixty (60) days from the date work commences.
6. **Subcontractors:** Contractor will advise Owner if subcontractors are to be used on the job prior to the subcontractor beginning Work. Owner shall have the right to approve each subcontractor, which approval shall not be withheld without good cause or unreasonably delayed. Contractor shall have at least one of its representatives on site at all times to supervise all work of

subcontractors. Contractor shall be responsible and liable for all actions taken by and the performance by all subcontractors.

7. **Contract Price:** The total Contract price is as set forth in the Contract for Phase One only in the amount of \$475,598.50. Permit fees, if any, are not included in the Contract price and shall be a separate charge incurred by Owner. Payment of the Contract price shall be made as follows:

First Payment: 33% of the Contract Price upon mobilization and commencement of Work.

Second Payment: 33% of the Contract Price shall be due when the Work is 50% complete.

Final Payment: Remaining balance of the Contract Price shall be due upon completion of all Work and as set forth in Paragraph 8 below.

All monies not paid when due shall bear interest at the rate of 1.5% per month or the maximum permitted by law. Anything stated to the contrary in the Contract is deleted.

8. **Payments:** Contractor shall submit invoices for payments to the Owner in accordance with the payment schedule set forth in Paragraph 7 above and shall be approved by Owner's Engineer or other Representative. The Contractor shall submit simultaneously with its invoice a Progress Payment Affidavit, a Partial Release of Lien, or, if completion is final, a Contractor's Final Affidavit and Final Release of Lien utilizing Florida statutory forms and indicating that all subcontractors, laborers, materialmen, and suppliers who properly submitted Notice to Owners have been paid for the Work completed or the balance owed to each. Final payment shall be paid as follows:

Upon completion of all the work and obligations to be completed under this contract by the Contractor and all punch list items to the satisfaction of the Owner or the Owner's representative or Engineer in conformance with the Contract Documents and in a workmanlike manner according to generally accepted industry standards and in compliance with all building codes and other applicable laws within, and upon delivery of all warranties for labor and materials incorporated in the work, receipt of all final waivers of lien from all subcontractors, material suppliers and laborers, completion of all punch list items Owner, the Owner's inspector, Owner's Engineer, and/or Owner's Advisor, if applicable, or in conformance with the Contract Documents and in a workmanlike manner according to generally accepted industry standards and in compliance with all building codes, and receipt of a Final Contractors Affidavit, the Contractor shall be paid the balance of the contract price.

9. **Change Orders:** Any changes to the scope of Work as called for by the Contract Documents, including additions, modifications, or deletions in the scope of Work shall be accomplished by a written Change Order signed by the Contractor and the designated Owner's Representative. Unless otherwise agreed to by Owner, the Change Order shall specify the changes in the scope of Work and indicate a fixed amount in the adjustment of the Contract Sum, if any, application of unit prices, if applicable, and the extension of the Contract Time, if any. Owner shall not be responsible for any additional charges without a written Change Order.

10. **Standard of Work:** All work shall be completed by Contractor in conformance with the Contract Documents and in a workmanlike manner according to generally accepted industry standards and in compliance with all building codes and other applicable laws. Unless the Contract Documents provide otherwise, application or installation of materials in accordance with the manufacturer's specifications shall be deemed to be in conformance with the Contract Documents.

11. **Licenses Required:** Contractor shall have and shall provide to the Association copies of all licenses required by law for the work to be performed and all work shall be performed by individuals duly licensed and authorized by law to perform said work. All subcontractors, if any, shall be duly licensed and insured.

12. **Permits and Notices:** The Contractor shall secure all permits, fees, licenses, and inspections, if applicable and which are necessary for proper execution and completion of the work, the cost of which is to be the responsibility of the Owner. Contractor will comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the performance of the work, including preparing and recording a Notice of Commencement, if applicable, before starting the work.

13. **Substitution of Materials.** Where the Contract Documents indicate use of specifically described materials, no substitution of materials shall be permitted by Contractor without the written approval of Owner

14. **Property Damage and Personal Injury:** Contractor shall be responsible for property damage and injury to persons and property caused by the acts and omissions of the Contractor, its employees, subcontractors, and their agents and employees, and other persons performing portions of the services and/or work under a contract with the Contractor. Contractor shall undertake all reasonable efforts to protect and prevent damage to all areas surrounding the areas where Work, pursuant to this Contract, is being performed by Contractor, including but not limited to the common areas controlled by the Association. Contractor shall be responsible for all damage to the access area caused by or due to the negligence of Contractor, its employees, subcontractors, and their agents and employees and other persons performing portions of the services and/or work under a contract with Contractor.

15. **Indemnification and Hold Harmless:** Contractor will indemnify and hold harmless the Association, its agents, employees and members from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from the performance of Contractor, its agents and employees, subcontractors, services under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. The indemnification as provided in this Paragraph shall be subject to a monetary limitation of One Million (\$1,000,000.00) Dollars, an amount that the Owner and Contractor both acknowledge bears a reasonable commercial relationship to this Contract.

16. **Correction of Defective Work.** Contractor shall promptly correct any defective services and/or work brought to the attention of Contractor. Association shall have the right to withhold any

payment up to the amount it takes to correct the defective service(s) until defective services and/or work is corrected by Contractor.

17. **Contractor's Warranty.** In accordance with the Contract, Contractor shall provide a one year warranty on materials and labor. Contractor further warrants that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the services and/or work will be free from defects not inherent in the quality required or permitted

18. **Workforce Standards.** The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the services provided and/or work performed any unfit person or anyone not skilled in the task assigned to him.

19. **Provision of Facilities and Services.** Adequate electricity, water, and parking for the Contractor's use will be supplied by Association at Association's expense. The Association shall also provide adequate access to the property. The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, utilities (except those previously noted), transportation, and other facilities and services necessary for the proper execution and completion of the services and/or work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the services provided and/or work performed.

20. **Work Site.** If applicable, the Association shall provide Contractor with a suitable staging area for storage of material and equipment necessary to provide the services and/or perform the work. Contractor shall confine operations at the site to the areas where services are to be provided and/or work is to be performed and the designated staging area and will not unreasonably encumber the site with excess materials or equipment.

21. **Clean Premises.** Contractor will keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by the operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's or subcontractor's tools, equipment, machinery and surplus materials and shall clean all glass surfaces and leave the work site clean. Contractor shall also restore the surrounding area to its condition immediately preceding commencement of the services provided and or/ work performed. Contractor will not be responsible for damage to sod or any type of landscaping under any circumstances.

22. **Hazardous Materials:** The Contractor shall not permit or allow the disposal of any hazardous chemicals or materials upon the work site. The use of any hazardous materials shall be in strict accordance with the manufacturer and governmental recommendations as supplemented by reasonable prudence. Upon completion of the work, hazardous chemicals or materials shall be removed from the site.

23. **Contractor Insurance.** Contractor and Subcontractor shall maintain with an insurance company or companies lawfully authorized to do business in the State of Florida such insurance as will protect the Contractor and the Association from claims that may arise out of or result from

Contractor's operations under the Agreement and for which the Contractor or the Association may become legally liable, whether such operation be by the Association, Contractor, or a subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be evidenced by a certificate of insurance naming the Association as a "Named Insured" under the policy with such certificate being provided to Association prior to the commencement of the services to be provided and/or Work performed. Said insurance shall include:

- a. Workers Compensation and Disability Benefits or other similar employee benefit Acts;
- b. General commercial liability coverage, including coverage for damages because of bodily injury, sickness, disease or death, and tangible property damage other than to the work itself;
- c. Commercial comprehensive automobile liability coverage

Contractor shall maintain each insurance policy coverage in the minimum combined single limit amount of not less than \$1,000,000. In the event of a claim by the Association against the Contractor that is covered by valid insurance, with limits not less than those required by this Agreement, the Contractor's liability to the Association shall not exceed the amount or scope of insurance coverage. If, in connection with the services provided and/or work, the Association receives any insurance proceeds from insurance policies not supplied by or through the Contractor for any damage caused by Contractor, the proceeds shall nonetheless be deemed to be a reduction of any damages suffered by the Association

24. Termination: Owner may terminate the Agreement if the Contractor:

- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. fails to perform the Work in accordance with the Contract Documents or in accordance with manufacturer's specifications;
- c. fails to make payments to subcontractors or for materials or labor;
- d. persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or
- e. is otherwise in breach of a provision of the Contract Documents.

Prior to termination, Owner shall provide Contractor notice and an opportunity to cure the default within 24 hours. However, if the same type of default shall arise more than once, then Owner may terminate the Agreement immediately without opportunity to cure.

25. Enforcement of Contract: This Agreement shall be governed by the laws of the State of Florida. Any action arising from or relating to this Agreement shall be brought in the courts of Palm

Beach County, Florida. In the event there is a dispute between the parties arising from or relating to this Agreement, the prevailing party in such dispute shall be entitled to recover its reasonable attorney fees and costs incurred including all pre-suit attorney fees and costs, and all attorney fees and costs incurred in any mediation, arbitration, trial and/or appellate proceedings, if any.

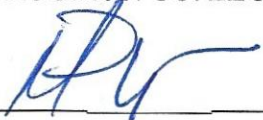
26. **Assignment:** The Contractor may not assign this Agreement without the prior written approval of the Association, which approval may be withheld in the Association's arbitrary discretion.

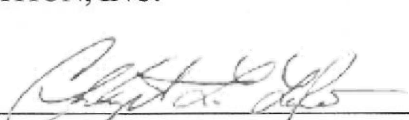
27. **Paragraph Titles:** Paragraph titles are for reference only and are not part of the Agreement

28. **Addendum.** Except as specifically amended, modified, supplemented or superceded by this Addendum, all provisions of the Contract are hereby reaffirmed and ratified. In the event of any conflict between this Addendum and the Contract, this Addendum shall govern.

WYNN & SONS ENVIRONMENTAL
CONSTRUCTION CO. LLC

FOX TRAIL PROPERTY OWNERS
ASSOCIATION, INC.

By:  _____

By:  _____

Date: 1/27/25

Date: 1/27/2025