

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**July 14, 2025**

**BOARD OF SUPERVISORS  
PUBLIC HEARINGS  
AND REGULAR  
MEETING AGENDA**

**TWISTED OAKS  
POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**



# Twisted Oaks Pointe Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

July 7, 2025

Board of Supervisors  
Twisted Oaks Pointe Community Development District

### ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

**Note: Meeting Location**

Dear Board Members:

The Board of Supervisors of the Twisted Oaks Pointe Community Development District will hold Public Hearings and a Regular Meeting on July 14, 2025 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
  - A. Proof/Affidavit of Publication
  - B. Consideration of Resolution 2025-10, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
4. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2025/2026, Pursuant to Florida Law
  - A. Proof/Affidavit of Publication
  - B. Mailed Notice(s) to Property Owners
    - Resident Response: Troy and Elizabeth Todak
  - C. Consideration of Resolution 2025-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Fiscal Year 2026 Deficit Funding Agreement

6. Public Hearings on Rules, Policies, and Fees Regarding Amenity Facilities and Parking Enforcement
  - A. Proofs/Affidavits of Publication
  - B. Consideration of Resolution 2025-12, Adopting Amenities Rules and Policies, Amenity Rates and a Disciplinary and Enforcement Rule; Providing a Severability Clause; and Providing an Effective Date
7. Public Hearing on Rule Relating to Overnight Parking and Parking Enforcement
  - A. Proofs/Affidavits of Publication
    - Notice of Rule Development
    - Notice of Rulemaking
  - B. Consideration of Resolution 2025-13, Adopting Policies Relating to Overnight Parking and Parking Enforcement; and Providing for Severability and an Effective Date
8. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024, Prepared by Grau & Associates
  - A. Consideration of Resolution 2025-14, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024
9. Consideration of Resolution 2025-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
10. Ratification Items
  - A. Dollar Tree Stores, Inc. Cost Share Agreement [Parcel C-2A]
  - B. Hughes Brothers Construction, Inc. Items
    - I. Change Orders
      - a. No. 12 [Phase 1 Infrastructure]
      - b. No. 13 [Phase 1 Infrastructure]
      - c. No. 17 [Phase 1 Infrastructure]
      - d. No. 9 [Highfields Mass Grading]
      - e. No.10 [Highfields Mass Grading]
      - f. No. 6 [Highfields Phase 1]

- g. No. 11 [Highfields Phase 1]
  - h. No. 3 [Commercial Roadway]
  - i. No. 8 [Commercial Roadway]
  - II. Assignment of Construction Contract and Acquisition of Completed Improvements [Mass Grading]
  - III. Assignment of Contractor Agreement [Phase Two]
- 10. Acceptance of Unaudited Financial Statements as of May 31, 2025
  - 11. Approval of May 12, 2025 Regular Meeting Minutes
  - 12. Staff Reports
    - A. District Counsel: *Kutak Rock LLP*
    - B. District Engineer: *Morris Engineering and Consulting, LLC*
    - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: August 11, 2025 at 10:00 AM
      - QUORUM CHECK

SEAT 1	BILL FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	STEPHANIE VAUGHN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	PETE WILLIAMS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	KARA DISOTELL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	GREG BELIVEAU	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 13. Board Members' Comments/Requests
- 14. Public Comments
- 15. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714.

Sincerely,



Ernesto Torres  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 782 134 6157**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **3A**

# The Villages<sup>®</sup> DAILY SUN

Published Daily  
Lady Lake, Florida  
State of Florida  
County Of Lake

Before the undersigned authority personally appeared

ALLAN LOVELL

who on oath says that he is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad #1255945

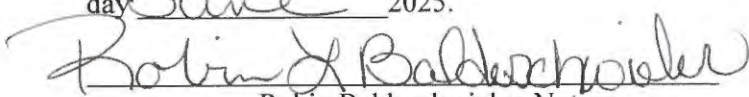
in the matter of NOTICE OF PUBLIC HEARING was published in said newspaper in the issue(s) of

**June 25, 2025**

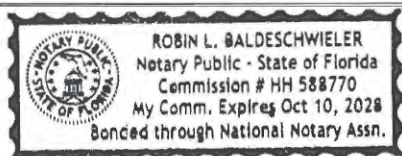
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

  
(Signature Of Affiant)

Sworn to and subscribed before me this 27  
day June 2025.

  
Robin Baldeschwieler, Notary

Personally Known \_\_\_\_\_ or  
Production Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Attach Notice Here

## TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT

### NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025/2026 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") for the Twisted Oaks Pointe Community Development District ("District") will hold a public hearings on July 14, 2025, at 10:00 a.m., and at The Villages Public Library at Pinellas Plaza, 7375 Powell Road, Conference Room 162, Wildwood, Florida 34785 for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://www.twistedoakspointecdd.net/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. District Manager

**#01255945**

**June 25, 2025**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **3B**

## RESOLUTION 2025-10

### [ANNUAL APPROPRIATION RESOLUTION]

**THE ANNUAL APPROPRIATION RESOLUTION OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2025, submitted to the Board of Supervisors ("**Board**") of the Twisted Oaks Pointe Community Development District ("**District**") proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT:**

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the

comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Twisted Oaks Pointe Community Development District for the Fiscal Year Ending September 30, 2026."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025/2026, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025/2026 or within 60 days following the end of the Fiscal Year 2025/2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

## **SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**[CONTINUED ON NEXT PAGE]**



**PASSED AND ADOPTED** this 14th day of July, 2025.

**ATTEST:**

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:**      Fiscal Year 2025/2026 Budget(s)

**Exhibit A:** Fiscal Year 2025/2026 Budget(s)

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2026**

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
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**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Revenue and Expenditures	Proposed Budget FY 2026
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ -				\$ 144,017
Allowable discounts (4%)	-				(5,761)
Assessment levy: on-roll - net	-	\$ 96,710	\$ -	\$ 96,710	138,256
Assessment levy: off-roll	257,885	116,287	141,598	257,885	\$ 338,225
Landowner contribution	336,915	132,912	204,003	336,915	261,316
Lot closing assessment	-	25,306	-	25,306	-
Total revenues	594,800	371,215	345,601	716,816	737,797
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	4,000	215	3,785	4,000	4,000
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	9,816	15,184	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Debt service accounting	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	186	314	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	257	6,243	6,500	6,760
Annual special district fee	175	175	-	175	175
Insurance	5,500	18,930	-	18,930	5,500
Contingencies/bank charges	500	520	-	520	500
Website					
Hosting & maintenance	705	705	-	705	705
EMMA software services	-	4,500	-	4,500	2,000
ADA compliance	210	210	-	210	210
Tax collector	-	1,933	-	1,933	2,880
Total professional & administrative	111,790	62,297	69,376	131,673	116,930
<b>Field operations</b>					
Management	12,960	3,000	9,960	12,960	12,960
Maintenance contract dry ponds	25,000	-	25,000	25,000	25,000
Streetlighting	10,000	-	10,000	10,000	10,000
Repair/maintenace/pressure washing	5,000	-	5,000	5,000	5,000
Electric/utilities	25,000	68,585	-	68,585	140,000
Landscape contingency	10,000	-	10,000	10,000	16,000
Landscape maintenance	100,000	137,613	-	137,613	166,000
Irrigation repairs	5,000	-	5,000	5,000	5,000
General maintenance	7,500	-	7,500	7,500	7,500
Dog waste stations	4,000	-	4,000	4,000	4,000
Total field operations	204,460	209,198	76,460	285,658	\$391,460

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Revenue and Expenditures	Proposed Budget FY 2026
<b>Amenity center - Highfield</b>					
Utilities					
Internet & cable	2,500	-	2,500	2,500	2,500
Electric	5,000	-	5,000	5,000	5,000
Water/irrigation	5,000	-	5,000	5,000	5,000
Potable water	10,000	-	10,000	10,000	10,000
Alarm monitoring	900	-	900	900	900
Monitoring	6,000	-	6,000	6,000	6,000
Access cards	400	-	400	400	400
Facility management	50,000	-	50,000	50,000	50,000
Landscape mainenance	40,000	-	40,000	40,000	40,000
Landscape contingency	3,000	-	3,000	3,000	3,000
Pool service	10,800	-	10,800	10,800	10,800
Janitorial services	6,000	-	6,000	6,000	6,000
Janatorial supplies	5,000	-	5,000	5,000	5,000
Fitness equipment lease	750	-	750	750	750
Pest control	500	-	500	500	500
Special events	5,000	-	5,000	5,000	5,000
Fitness center repairs/supplies	600	-	600	600	600
Insurance: property	35,000	-	35,000	35,000	35,000
<b>Amenity center - Twisted</b>					
Utilities					
Internet & cable	1,000	-	1,000	1,000	1,000
Electric	2,000	-	2,000	2,000	2,000
Water/irrigation	2,000	-	2,000	2,000	2,000
Potable water	4,000	-	4,000	4,000	4,000
Alarm monitoring	400	-	400	400	400
Monitoring	2,400	-	2,400	2,400	2,400
Access cards	200	-	200	200	200
Management contracts					
Facility management	20,000	-	20,000	20,000	20,000
Landscape mainenance	16,000	-	16,000	16,000	16,000
Landscape contingency	1,600	-	1,600	1,600	1,600
Pool service	5,000	-	5,000	5,000	5,000
Janitorial services	2,400	-	2,400	2,400	2,400
Janitorial supplies	2,000	-	2,000	2,000	2,000
Fitness equipment lease	200	-	200	200	200
Pest control	200	-	200	200	200
Special events	3,000	-	3,000	3,000	3,000
Fitness center repairs/supplies	200	-	200	200	200
Insurance: property	35,000	-	35,000	35,000	14,435
O&M accounting	-	-	-	-	5,700
Total amenity center	284,050	-	186,450	186,450	269,185
Total expenditures	600,300	271,495	332,286	603,781	\$777,575
Net increase/(decrease) of fund balance	(5,500)	99,720	13,315	113,035	(39,778)
Fund balance - beginning (unaudited)	-	-	99,720	-	113,035
Fund balance - ending (projected)	<u>\$ (5,500)</u>	<u>\$ 99,720</u>	<u>\$ 113,035</u>	<u>\$ 113,035</u>	<u>\$ 73,257</u>

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Supervisors	\$ 4,000
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
<b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Debt service accounting	5,500
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	6,760
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year.	
Website	
Hosting & maintenance	705
EMMA software services	2,000
ADA compliance	210
Tax collector	2,880

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**Expenditures (continued)**

**Field operations**

Management	12,960
Stomwater management	
Maintenance contract dry ponds	25,000
Streetlighting	10,000
Repair/maintenance/pressure washing	5,000
Electric/utilities	140,000
Landscape maintenance buffer main entries	
Landscape contingency	16,000
Landscape maintenance	166,000
Irrigation repairs	5,000
General maintenance	7,500
Dog waste stations	4,000

**Amenity center - Highfield**

Internet & cable	2,500
Electric	5,000
Water/irrigation	5,000
Potable water	10,000
Alarm monitoring	900
Monitoring	6,000
Access cards	400
Facility management	50,000
Landscape mainenance	40,000
Landscape contingency	3,000
Pool service	10,800
Janitorial services	6,000
Janatorial supplies	5,000
Fitness equipment lease	750
Pest control	500
Special events	5,000
Fitness center repairs/supplies	600
Insurance: property	35,000

**Amenity center - Twisted**

Internet & cable	1,000
Electric	2,000
Water/irrigation	2,000
Potable water	4,000
Alarm monitoring	400
Monitoring	2,400
Access cards	200
Facility management	20,000
Landscape mainenance	16,000
Landscape contingency	1,600
Pool service	5,000
Janitorial services	2,400
Janitorial supplies	2,000
Fitness equipment lease	200
Pest control	200
Special events	3,000
Fitness center repairs/supplies	200
Insurance: property	14,435
O&M accounting	5,700

Total expenditures	<u><u>\$ 777,575</u></u>
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**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023 (AA1 PROJECT)  
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Revenue & Expenditures	Proposed Budget FY 2026
<b>REVENUES</b>					
Special assessment - on-roll	\$ -				\$ 323,006
Allowable discounts (4%)	-				(12,920)
Assessment levy: net	\$ -	\$ 282,505	\$ -	\$ 282,505	\$ 310,086
Special assessment: off-roll	411,991	11,565	400,426	411,991	111,596
Interest	-	15,009	-	15,009	-
Total revenues	411,991	309,079	400,426	709,505	421,682
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	90,000	-	90,000	90,000	95,000
Interest	321,463	160,731	160,732	321,463	317,413
Total debt service	411,463	160,731	250,732	411,463	412,413
<b>Other fees &amp; charges</b>					
Tax collector	-	5,646	-	5,646	6,460
Transfer out	-	(10,457)	-	(10,457)	(258)
Total other fees & charges	-	(4,811)	-	(4,811)	6,202
Total expenditures	411,463	155,920	250,732	406,652	418,615
Excess/(deficiency) of revenues over/(under) expenditures	528	153,159	149,694	302,853	3,068
Fund balance:					
Beginning fund balance (unaudited)	595,571	706,359	859,518	706,359	1,009,212
Ending fund balance (projected)	\$ 596,099	\$ 859,518	\$1,009,212	\$ 1,009,212	1,012,280
Use of fund balance:					
Debt service reserve account balance (required)					(411,991)
Interest expense - November 1, 2026					(156,569)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 443,720

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 (AA2 PROJECT) AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25			158,706.25	158,706.25	5,845,000.00
05/01/26	95,000.00	4.500%	158,706.25	253,706.25	5,750,000.00
11/01/26			156,568.75	156,568.75	5,750,000.00
05/01/27	100,000.00	4.500%	156,568.75	256,568.75	5,650,000.00
11/01/27			154,318.75	154,318.75	5,650,000.00
05/01/28	105,000.00	4.500%	154,318.75	259,318.75	5,545,000.00
11/01/28			151,956.25	151,956.25	5,545,000.00
05/01/29	110,000.00	4.500%	151,956.25	261,956.25	5,435,000.00
11/01/29			149,481.25	149,481.25	5,435,000.00
05/01/30	115,000.00	4.500%	149,481.25	264,481.25	5,320,000.00
11/01/30			146,893.75	146,893.75	5,320,000.00
05/01/31	120,000.00	5.375%	146,893.75	266,893.75	5,200,000.00
11/01/31			143,668.75	143,668.75	5,200,000.00
05/01/32	125,000.00	5.375%	143,668.75	268,668.75	5,075,000.00
11/01/32			140,309.38	140,309.38	5,075,000.00
05/01/33	135,000.00	5.375%	140,309.38	275,309.38	4,940,000.00
11/01/33			136,681.25	136,681.25	4,940,000.00
05/01/34	140,000.00	5.375%	136,681.25	276,681.25	4,800,000.00
11/01/34			132,918.75	132,918.75	4,800,000.00
05/01/35	145,000.00	5.375%	132,918.75	277,918.75	4,655,000.00
11/01/35			129,021.88	129,021.88	4,655,000.00
05/01/36	155,000.00	5.375%	129,021.88	284,021.88	4,500,000.00
11/01/36			124,856.25	124,856.25	4,500,000.00
05/01/37	165,000.00	5.375%	124,856.25	289,856.25	4,335,000.00
11/01/37			120,421.88	120,421.88	4,335,000.00
05/01/38	175,000.00	5.375%	120,421.88	295,421.88	4,160,000.00
11/01/38			115,718.75	115,718.75	4,160,000.00
05/01/39	185,000.00	5.375%	115,718.75	300,718.75	3,975,000.00
11/01/39			110,746.88	110,746.88	3,975,000.00
05/01/40	195,000.00	5.375%	110,746.88	305,746.88	3,780,000.00
11/01/40			105,506.25	105,506.25	3,780,000.00
05/01/41	205,000.00	5.375%	105,506.25	310,506.25	3,575,000.00
11/01/41			99,996.88	99,996.88	3,575,000.00
05/01/42	215,000.00	5.375%	99,996.88	314,996.88	3,360,000.00
11/01/42			94,218.75	94,218.75	3,360,000.00
05/01/43	225,000.00	5.375%	94,218.75	319,218.75	3,135,000.00
11/01/43			88,171.88	88,171.88	3,135,000.00
05/01/44	240,000.00	5.625%	88,171.88	328,171.88	2,895,000.00
11/01/44			81,421.88	81,421.88	2,895,000.00
05/01/45	255,000.00	5.625%	81,421.88	336,421.88	2,640,000.00
11/01/45			74,250.00	74,250.00	2,640,000.00
05/01/46	270,000.00	5.625%	74,250.00	344,250.00	2,370,000.00
11/01/46			66,656.25	66,656.25	2,370,000.00
05/01/47	285,000.00	5.625%	66,656.25	351,656.25	2,085,000.00

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 (AA2 PROJECT) AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/47			58,640.63	58,640.63	2,085,000.00
05/01/48	300,000.00	5.625%	58,640.63	358,640.63	1,785,000.00
11/01/48			50,203.13	50,203.13	1,785,000.00
05/01/49	320,000.00	5.625%	50,203.13	370,203.13	1,465,000.00
11/01/49			41,203.13	41,203.13	1,465,000.00
05/01/50	335,000.00	5.625%	41,203.13	376,203.13	1,130,000.00
11/01/50			31,781.25	31,781.25	1,130,000.00
05/01/51	355,000.00	5.625%	31,781.25	386,781.25	775,000.00
11/01/51			21,796.88	21,796.88	775,000.00
05/01/52	375,000.00	5.625%	21,796.88	396,796.88	400,000.00
11/01/52			11,250.00	11,250.00	400,000.00
05/01/53	400,000.00	5.625%	11,250.00	411,250.00	-
<b>Total</b>	<b>5,845,000.00</b>		<b>5,794,731.25</b>	<b>11,639,731.25</b>	

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023 (AA2 PROJECT)  
FISCAL YEAR 2026**

	Fiscal Year 2025			
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Revenue & Expenditures
<b>REVENUES</b>				Proposed Budget FY 2026
Special assessment: off-roll	\$ 367,003	\$ 275,253	\$ 91,750	\$ 367,003
Assessment prepayments	-	62,459	-	62,459
Interest	-	10,036	-	10,036
Total revenues	<u>367,003</u>	<u>347,748</u>	<u>91,750</u>	<u>439,498</u>
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	65,000	-	65,000	65,000
Interest	300,944	150,472	150,472	300,944
Total expenditures	<u>365,944</u>	<u>150,472</u>	<u>215,472</u>	<u>365,944</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,059	197,276	(123,722)	73,554
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	-	(9,306)	-	(9,306)
Total other financing sources/(uses)	<u>-</u>	<u>(9,306)</u>	<u>-</u>	<u>(9,306)</u>
Fund balance:				
Net increase/(decrease) in fund balance	1,059	187,970	(123,722)	64,248
Beginning fund balance (unaudited)	553,651	548,323	736,293	548,323
Ending fund balance (projected)	<u>\$ 554,710</u>	<u>\$ 736,293</u>	<u>\$ 612,571</u>	<u>\$ 612,571</u>
Use of fund balance:				
Debt service reserve account balance (required)				(367,003)
Interest expense - November 1, 2026				(147,013)
Projected fund balance surplus/(deficit) as of September 30, 2026				<u>\$ 97,946</u>

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 (AA2 PROJECT) AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25			148,806.25	148,806.25	4,990,000.00
05/01/26	70,000.00	5.125%	148,806.25	218,806.25	4,920,000.00
11/01/26			147,012.50	147,012.50	4,920,000.00
05/01/27	70,000.00	5.125%	147,012.50	217,012.50	4,850,000.00
11/01/27			145,218.75	145,218.75	4,850,000.00
05/01/28	75,000.00	5.125%	145,218.75	220,218.75	4,775,000.00
11/01/28			143,296.88	143,296.88	4,775,000.00
05/01/29	80,000.00	5.125%	143,296.88	223,296.88	4,695,000.00
11/01/29			141,246.88	141,246.88	4,695,000.00
05/01/30	85,000.00	5.125%	141,246.88	226,246.88	4,610,000.00
11/01/30			139,068.75	139,068.75	4,610,000.00
05/01/31	90,000.00	5.875%	139,068.75	229,068.75	4,520,000.00
11/01/31			136,425.00	136,425.00	4,520,000.00
05/01/32	95,000.00	5.875%	136,425.00	231,425.00	4,425,000.00
11/01/32			133,634.38	133,634.38	4,425,000.00
05/01/33	100,000.00	5.875%	133,634.38	233,634.38	4,325,000.00
11/01/33			130,696.88	130,696.88	4,325,000.00
05/01/34	105,000.00	5.875%	130,696.88	235,696.88	4,220,000.00
11/01/34			127,612.50	127,612.50	4,220,000.00
05/01/35	115,000.00	5.875%	127,612.50	242,612.50	4,105,000.00
11/01/35			124,234.38	124,234.38	4,105,000.00
05/01/36	120,000.00	5.875%	124,234.38	244,234.38	3,985,000.00
11/01/36			120,709.38	120,709.38	3,985,000.00
05/01/37	125,000.00	5.875%	120,709.38	245,709.38	3,860,000.00
11/01/37			117,037.50	117,037.50	3,860,000.00
05/01/38	135,000.00	5.875%	117,037.50	252,037.50	3,725,000.00
11/01/38			113,071.88	113,071.88	3,725,000.00
05/01/39	145,000.00	5.875%	113,071.88	258,071.88	3,580,000.00
11/01/39			108,812.50	108,812.50	3,580,000.00
05/01/40	150,000.00	5.875%	108,812.50	258,812.50	3,430,000.00
11/01/40			104,406.25	104,406.25	3,430,000.00
05/01/41	160,000.00	5.875%	104,406.25	264,406.25	3,270,000.00
11/01/41			99,706.25	99,706.25	3,270,000.00
05/01/42	170,000.00	5.875%	99,706.25	269,706.25	3,100,000.00
11/01/42			94,712.50	94,712.50	3,100,000.00
05/01/43	180,000.00	5.875%	94,712.50	274,712.50	2,920,000.00
11/01/43			89,425.00	89,425.00	2,920,000.00
05/01/44	190,000.00	6.125%	89,425.00	279,425.00	2,730,000.00
11/01/44			83,606.25	83,606.25	2,730,000.00
05/01/45	205,000.00	6.125%	83,606.25	288,606.25	2,525,000.00
11/01/45			77,328.13	77,328.13	2,525,000.00
05/01/46	215,000.00	6.125%	77,328.13	292,328.13	2,310,000.00
11/01/46			70,743.75	70,743.75	2,310,000.00
05/01/47	230,000.00	6.125%	70,743.75	300,743.75	2,080,000.00

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 (AA2 PROJECT) AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/47			63,700.00	63,700.00	2,080,000.00
05/01/48	245,000.00	6.125%	63,700.00	308,700.00	1,835,000.00
11/01/48			56,196.88	56,196.88	1,835,000.00
05/01/49	260,000.00	6.125%	56,196.88	316,196.88	1,575,000.00
11/01/49			48,234.38	48,234.38	1,575,000.00
05/01/50	275,000.00	6.125%	48,234.38	323,234.38	1,300,000.00
11/01/50			39,812.50	39,812.50	1,300,000.00
05/01/51	295,000.00	6.125%	39,812.50	334,812.50	1,005,000.00
11/01/51			30,778.13	30,778.13	1,005,000.00
05/01/52	315,000.00	6.125%	30,778.13	345,778.13	690,000.00
11/01/52			21,131.25	21,131.25	690,000.00
05/01/53	335,000.00	6.125%	21,131.25	356,131.25	355,000.00
11/01/53			10,871.88	10,871.88	355,000.00
05/01/54	355,000.00	6.125%	10,871.88	365,871.88	-
11/01/54			-	-	-
<b>Total</b>	<b>4,990,000.00</b>		<b>5,735,075.00</b>	<b>10,725,075.00</b>	

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2024 (AA3 PROJECT)  
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Revenue & Expenditures	Proposed Budget FY 2026
<b>REVENUES</b>					
Special assessment: off-roll	\$ -	\$ -	\$ 276,636	\$ 276,636	\$ 682,093
Interest	-	23,660	-	23,660	-
Total revenues	-	23,660	276,636	300,296	682,093
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	-	-	130,000
Interest	-	296,615	276,636	573,251	553,271
Total expenditures	-	296,615	276,636	573,251	683,271
Excess/(deficiency) of revenues over/(under) expenditures	-	(272,955)	-	(272,955)	(1,178)
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfer out	-	(12,674)	-	(12,674)	-
Total other financing sources/(uses)	-	(12,674)	-	(12,674)	-
Fund balance:					
Net increase/(decrease) in fund balance	-	(285,629)	-	(285,629)	(1,178)
Beginning fund balance (unaudited)	-	1,289,168	1,003,539	1,289,168	1,003,539
Ending fund balance (projected)	\$ -	\$ 1,003,539	\$1,003,539	\$ 1,003,539	1,002,361
Use of fund balance:					
Debt service reserve account balance (required)					(682,094)
Interest expense - November 1, 2026					(273,516)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 46,751

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2024 (AA3 PROJECT) AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25			276,635.63	276,635.63	9,600,000.00
05/01/26	130,000.00	4.800%	276,635.63	406,635.63	9,470,000.00
11/01/26			273,515.63	273,515.63	9,470,000.00
05/01/27	135,000.00	4.800%	273,515.63	408,515.63	9,335,000.00
11/01/27			270,275.63	270,275.63	9,335,000.00
05/01/28	145,000.00	4.800%	270,275.63	415,275.63	9,190,000.00
11/01/28			266,795.63	266,795.63	9,190,000.00
05/01/29	150,000.00	4.800%	266,795.63	416,795.63	9,040,000.00
11/01/29			263,195.63	263,195.63	9,040,000.00
05/01/30	155,000.00	4.800%	263,195.63	418,195.63	8,885,000.00
11/01/30			259,475.63	259,475.63	8,885,000.00
05/01/31	165,000.00	4.800%	259,475.63	424,475.63	8,720,000.00
11/01/31			255,515.63	255,515.63	8,720,000.00
05/01/32	175,000.00	5.625%	255,515.63	430,515.63	8,545,000.00
11/01/32			250,593.75	250,593.75	8,545,000.00
05/01/33	185,000.00	5.625%	250,593.75	435,593.75	8,360,000.00
11/01/33			245,390.63	245,390.63	8,360,000.00
05/01/34	195,000.00	5.625%	245,390.63	440,390.63	8,165,000.00
11/01/34			239,906.25	239,906.25	8,165,000.00
05/01/35	205,000.00	5.625%	239,906.25	444,906.25	7,960,000.00
11/01/35			234,140.63	234,140.63	7,960,000.00
05/01/36	220,000.00	5.625%	234,140.63	454,140.63	7,740,000.00
11/01/36			227,953.13	227,953.13	7,740,000.00
05/01/37	230,000.00	5.625%	227,953.13	457,953.13	7,510,000.00
11/01/37			221,484.38	221,484.38	7,510,000.00
05/01/38	245,000.00	5.625%	221,484.38	466,484.38	7,265,000.00
11/01/38			214,593.75	214,593.75	7,265,000.00
05/01/39	260,000.00	5.625%	214,593.75	474,593.75	7,005,000.00
11/01/39			207,281.25	207,281.25	7,005,000.00
05/01/40	270,000.00	5.625%	207,281.25	477,281.25	6,735,000.00
11/01/40			199,687.50	199,687.50	6,735,000.00
05/01/41	290,000.00	5.625%	199,687.50	489,687.50	6,445,000.00
11/01/41			191,531.25	191,531.25	6,445,000.00
05/01/42	305,000.00	5.625%	191,531.25	496,531.25	6,140,000.00
11/01/42			182,953.13	182,953.13	6,140,000.00
05/01/43	325,000.00	5.625%	182,953.13	507,953.13	5,815,000.00
11/01/43			173,812.50	173,812.50	5,815,000.00
05/01/44	340,000.00	5.625%	173,812.50	513,812.50	5,475,000.00
11/01/44			164,250.00	164,250.00	5,475,000.00
05/01/45	360,000.00	6.000%	164,250.00	524,250.00	5,115,000.00
11/01/45			153,450.00	153,450.00	5,115,000.00
05/01/46	385,000.00	6.000%	153,450.00	538,450.00	4,730,000.00
11/01/46			141,900.00	141,900.00	4,730,000.00
05/01/47	410,000.00	6.000%	141,900.00	551,900.00	4,320,000.00



**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2024 (AA3 PROJECT) AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/47			129,600.00	129,600.00	4,320,000.00
05/01/48	435,000.00	6.000%	129,600.00	564,600.00	3,885,000.00
11/01/48			116,550.00	116,550.00	3,885,000.00
05/01/49	460,000.00	6.000%	116,550.00	576,550.00	3,425,000.00
11/01/49			102,750.00	102,750.00	3,425,000.00
05/01/50	490,000.00	6.000%	102,750.00	592,750.00	2,935,000.00
11/01/50			88,050.00	88,050.00	2,935,000.00
05/01/51	520,000.00	6.000%	88,050.00	608,050.00	2,415,000.00
11/01/51			72,450.00	72,450.00	2,415,000.00
05/01/52	550,000.00	6.000%	72,450.00	622,450.00	1,865,000.00
11/01/52			55,950.00	55,950.00	1,865,000.00
05/01/53	585,000.00	6.000%	55,950.00	640,950.00	1,280,000.00
11/01/53			38,400.00	38,400.00	1,280,000.00
05/01/54	620,000.00	6.000%	38,400.00	658,400.00	660,000.00
11/01/54			19,800.00	19,800.00	660,000.00
05/01/55	660,000.00	6.000%	19,800.00	679,800.00	-
11/01/55			-	-	-
<b>Total</b>	<b>9,600,000.00</b>		<b>11,075,775.00</b>	<b>20,675,775.00</b>	

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

**On-Roll Assessments**

<u>Product</u>	<u>Units</u>	<u>FY 2026 O&amp;M Assessment per Unit</u>	<u>FY 2026 DS Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>
<b><u>Assessment Area One</u></b>					
Townhome	-	\$ 445.85	\$ 999.96	\$ 1,445.81	\$ 1,342.28
SF 40'	69	552.85	1,239.95	1,792.80	1,664.42
SF 50'	110	691.06	1,549.93	2,240.99	2,080.52
SF 60'	36	829.27	1,859.92	2,689.19	2,496.62
<b>Total</b>	<b>215</b>				

**Off-Roll Assessments**

<u>Product</u>	<u>Units</u>	<u>FY 2026 O&amp;M Assessment per Unit</u>	<u>FY 2026 DS Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>
<b><u>Assessment Area One</u></b>					
Townhome	120	\$ 414.64	\$ 929.96	\$ 1,344.60	\$ 929.96
<b>Total</b>	<b>120</b>				

**Off-Roll Assessments**

<u>Product</u>	<u>Units</u>	<u>FY 2026 O&amp;M Assessment per Unit</u>	<u>FY 2026 DS Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>
<b><u>Assessment Area Two</u></b>					
Townhome	-	\$ -	\$ -	\$ -	\$ -
SF 40'	141	514.15	1,239.88	1,754.03	508.35
SF 50'	124	642.69	1,549.85	2,192.53	635.44
SF 60'	-	-	-	-	-
<b>Total</b>	<b>265</b>				

**Off-Roll Assessments**

<u>Product</u>	<u>Units</u>	<u>FY 2026 O&amp;M Assessment per Unit</u>	<u>FY 2026 DS Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>
<b><u>Assessment Area Three</u></b>					
Townhome	128	\$ 318.35	\$1,513.52	\$ 1,831.87	n/a
SF 40'	107	394.76	\$2,018.03	2,412.78	n/a
SF 50'	108	493.44	\$2,522.53	3,015.98	n/a
SF 60'	-	-	-	-	n/a
<b>Total</b>	<b>343</b>				

Dev Contributions (GF)
------------------------

Product	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<b><u>Future Assessment Areas</u></b>					
Townhome	-	Dev Contribution	\$ -	\$ -	n/a
SF 40'	188	Dev Contribution	-	-	n/a
SF 50'	189	Dev Contribution	-	-	n/a
SF 60'	56	Dev Contribution	-	-	n/a
<b>Total</b>	<b>433</b>				

**\*Boundary Amendment brings Total Units to 1,376**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4A**

# The Villages<sup>®</sup> DAILY SUN

Published Daily  
Lady Lake, Florida  
State of Florida  
County Of Lake

Before the undersigned authority personally appeared Carol Storms, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal Ad in the matter of

TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT  
Projected Fiscal Year 2026 Assessments

was published in said newspaper in the issues of

**June 18 2025**

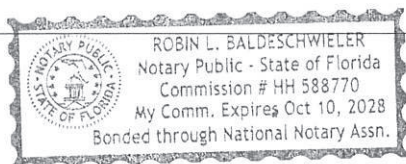
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

  
(Signature Of Affiant)

Sworn to and subscribed before me this 18  
Day of June 2025.

  
Robin L. Baldeschwieler, Notary

Personally Known X or  
Production Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Attach Notice Here



# TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025/2026 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") for the Twisted Oaks Pointe Community Development District ("District") will hold the following two public hearings and a regular meeting on July 14, 2025, at 10:00 a.m., and at The Villages Public Library at Pinellas Plaza, 7375 Powell Road, Conference Room 162, Wildwood, Florida 34785.

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2025/2026; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments.

The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Any portion of the District's Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2025/2026. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Manager's Office"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

District Manager

## PROJECTED FISCAL

On

FY 2026  
Assessm  
per Un

Products Units

### Assessment Area One

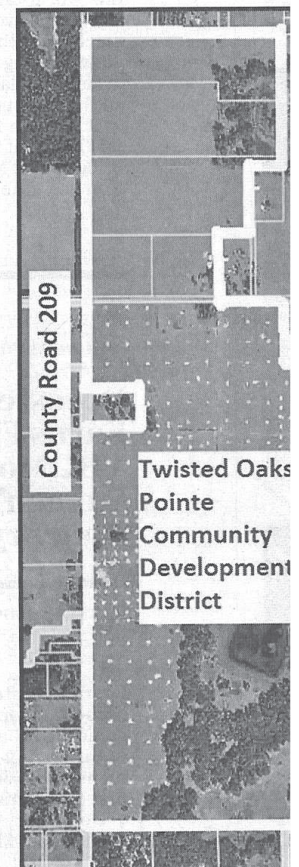
Townhome	120	\$ 64
SF 40'	69	\$ 79
SF 50'	110	\$ 99
SF 60'	36	\$ 1,19
<b>Total</b>	<b>215</b>	

### Assessment Area Two

Townhome	-	-
SF 40'	141	\$ 79
SF 50'	124	\$ 99
SF 60'	-	-
<b>Total</b>	<b>265</b>	

### Assessment Area Three

Townhome	128	\$ 64
SF 40'	107	\$ 79
SF 50'	108	\$ 99
SF 60'	-	-
<b>Total</b>	<b>343</b>	





# Louisiana to Hike Its Sports Betting Tax

By DAVID A. LIEB | The Associated Press

Louisiana is poised to hike taxes on sports betting to pump more than \$24 million into athletic departments at the state's most prominent public universities.

Legislation pending before Gov. Jeff Landry would make Louisiana the first state to raise taxes to fund college sports since a judge approved a landmark settlement with the NCAA allowing schools to directly pay athletes for use of their name, image and likeness (NIL). Anticipating the court's approval, Arkansas this year became the first to waive state income taxes on NIL payments made to athletes by higher education institutions.

More states seem almost certain to adopt their own creative ways to gain an edge — or at least keep pace — in the rapidly evolving and highly competitive field of college sports.

"These bills, and the inevitable ones that will follow, are intended to make states 'college-athlete friendly,'" said David Carter, founder of the Sports Business Group consultancy and an adjunct professor at the University of Southern California. But "they will no doubt continue to stoke the debate about the 'perceived' preferential

treatment afforded athletes."

The new NCAA rules allowing direct payments to college athletes kick in July 1. In the first year, each Division I school can share up to \$20.5 million with its athletes — a figure that may be easier to meet for big-time programs than for smaller schools weighing whether to divert money from other purposes. The settlement also continues to allow college athletes to receive NIL money from third parties, such as donor-backed collectives that support specific schools.



Preparations are made outside Tiger Stadium before an LSU game against Northwestern State in 2019.

## Louisiana Bill Sponsor: 'We Love Football'

The Louisiana legislation won final approval just two days after a judge approved the antitrust settlement between the NCAA and athletes, but it had been in the works for months. Athletic directors from many of Louisiana's universities met earlier this year and hashed out a plan with lawmakers to relieve some of their financial pressures by dividing a share of the state's sports betting tax revenue.

The biggest question for lawmakers was how large of a tax increase to support. The initial proposal sought to double the state's 15% tax on net proceeds from online sports betting. But lawmakers ultimately agreed on a 21.5% tax rate in a compromise with the industry.

One-quarter of the tax revenue from online sports wagering — an estimated \$24.3 million — would be split equally among 11 public universities in conferences with Division I football programs. The money must be used "for the benefit of student athletes," including scholarships, insurance, medical coverage, facility enhancements and litigation settlement fees.

The state tax money won't provide direct NIL payments to athletes. But it could facilitate that indirectly by freeing up other university resources. The legislation passed overwhelmingly in the final days of Louisiana's annual session.

"We love football in Louisiana — that's the easiest way to say it," said Republican state Rep. Neil Riser, who sponsored the bill.

## Smaller Universities Are Feeling the Squeeze

Many colleges and universities across the country have been feeling a financial squeeze, but it's especially affected the athletic departments of smaller schools.

Athletic departments in the top Division I football conferences take in millions of dollars from media rights, donors, corporate sponsors and ticket sales, with a median of just 7% coming from student fees and institutional and government support, according to the Knight-Newhouse College Athletics Database.

But the remaining schools in Division I football bowl conferences got a median of 63% of the revenue from such sources last year. And schools without football teams got a median of 81% of their athletic department revenues from institutional and governmental support or student fees.

Riser said Louisiana's smaller universities, in particular, have been struggling financially and have shifted money from their general funds to their sports programs to try to remain competitive. At the same time, the state has taken in millions of dollars of tax revenue from sports bets made at least partly on college athletics.

"Without the athletes, we wouldn't have the revenue. I just felt like it's fairness that we do give something back and, at the same time, help the

general funds of the universities," Riser said.

## Other States Investing in College Sports

Louisiana would become the second state behind North Carolina to dedicate a portion of its sports wagering revenues to college athletics. North Carolina launched online sports wagering last year under a state law earmarking part of an 18% tax on gross gaming revenue to the athletic departments at 13 public universities. The state's two largest institutions were excluded. But that might be about to change.

Differing budget plans passed by the state House and Senate this year both would start allotting sports betting tax revenue to the athletic programs at the University of North Carolina at Chapel Hill and North Carolina State University. The Senate version also would double the tax rate. The proposals come a year after University of North Carolina trustees approved an audit of the athletics department after a preliminary budget projected about \$100 million of debt in the years ahead.

Other schools also are taking actions because of deficits in their athletic departments. Last week, University of Kentucky trustees approved a \$31 million operating loan for the athletics department as it begins making direct NIL payments to athletes.

## TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT

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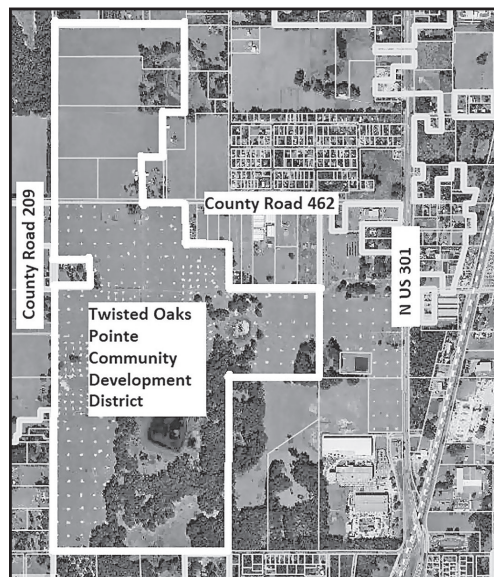
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District Manager

## PROJECTED FISCAL YEAR 2026 ASSESSMENTS

On-Roll Assessments					
Products	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<b>Assessment Area One</b>					
Townhome	120	\$ 644.37	\$ 999.96	\$1,644.33	\$1,248.32
SF 40'	69	\$ 799.02	\$ 1,239.95	\$2,038.97	\$1,664.42
SF 50'	110	\$ 998.77	\$ 1,549.93	\$2,548.70	\$2,080.52
SF 60'	36	\$ 1,198.53	\$ 1,859.92	\$3,058.45	\$2,496.62
<b>Total</b>	<b>215</b>				
<b>Assessment Area Two</b>					
Townhome	-	-	-	-	-
SF 40'	141	\$ 799.02	\$ 1,333.20	\$2,132.22	\$ 508.35
SF 50'	124	\$ 998.77	\$ 1,666.50	\$2,665.27	\$ 635.44
SF 60'	-	-	-	-	-
<b>Total</b>	<b>265</b>				
<b>Assessment Area Three</b>					
Townhome	128	\$ 644.37	\$ 1,627.44	\$ 2,271.81	n/a
SF 40'	107	\$ 799.02	\$ 2,169.92	\$2,968.94	n/a
SF 50'	108	\$ 998.77	\$ 2,712.40	\$ 3,711.17	n/a
SF 60'	-	-	-	-	n/a
<b>Total</b>	<b>343</b>				



# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4B**



STATE OF FLORIDA                     )  
COUNTY OF PALM BEACH         )

**AFFIDAVIT OF MAILING**

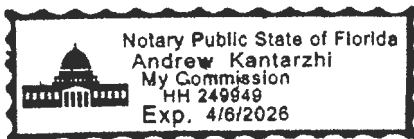
**BEFORE ME**, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as and/or assist the Financial Analyst for the Twisted Oaks Pointe Community Development District ("**District**"). Among other things, my duties include preparing and transmitting correspondence relating to the District.
3. I do hereby certify that on June 17, 2025, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in the letters or list, if any, included in **Exhibit A** and in the manner identified in **Exhibit A**.
4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

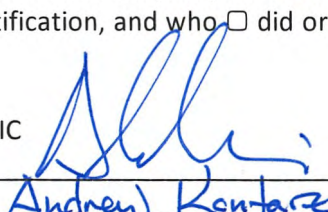
**FURTHER AFFIANT SAYETH NOT.**

  
By: Curtis Marcoux

**SWORN AND SUBSCRIBED** before me by means of ☒ physical presence or ☐ online notarization this 17 day of June, 2025, by Curtis Marcoux, for Wrathell, Hunt and Associates, LLC, who ☒ is personally known to me or ☐ has provided \_\_\_\_\_ as identification, and who ☐ did or ☒ did not take an oath.



NOTARY PUBLIC

  
Print Name: Andrew Kantarzhi  
Notary Public, State of Florida  
Commission No.: HH249949  
My Commission Expires: 04/06/2026

**EXHIBIT A:**       Copies of Forms of Mailed Notices, including Addresses

# Twisted Oaks Pointe Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

June 17, 2025

### VIA FIRST CLASS MAIL

PULTE HOME COMPANY LLC  
2662 S FALKENBURG RD  
RIVERVIEW, FL 33578

[PARCEL ID]: D31A054

RE: Twisted Oaks Pointe Community Development District Fiscal Year 2025/2026 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Twisted Oaks Pointe Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purposes of: (1) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”), and (2) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2025/2026, on **July 14, 2025, at 10 a.m., and at The Villages Public Library at Pinellas Plaza, 7375 Powell Road, Conference Room 162, Wildwood, Florida 34785**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

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Sincerely,



Ernesto Torres  
District Manager

**EXHIBIT A**  
**Summary of O&M Assessments**

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2025/2026, the District expects to collect no more than **\$797,819** in gross revenue. The O&M Assessments are allocated on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Any portion of the District’s Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2025/2026. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

**PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

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SF 60'	36	1,198.53	1,859.92	3,058.45	2,496.62
<b>Total</b>	<b>335</b>				
<b><u>Assessment Area Two</u></b>					
Townhome	-	\$ -	\$ -	\$ -	\$ -
SF 40'	141	799.02	1,333.20	2,132.22	508.35
SF 50'	124	998.77	1,666.50	2,665.27	635.44
SF 60'	-	-	-	-	-
<b>Total</b>	<b>265</b>				
<b><u>Assessment Area Three</u></b>					
Townhome	128	\$ 644.37	\$ 1,627.44	\$ 2,271.81	n/a
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SF 50'	108	998.77	2,712.40	3,711.17	n/a
SF 60'	-	-	-	-	n/a
<b>Total</b>	<b>343</b>				

PIN	Owner Name
D30E017	PULTE HOME COMPANY LLC
D30E018	PULTE HOME COMPANY LLC
D30E019	PULTE HOME COMPANY LLC
D30E025	PULTE HOME COMPANY LLC
D30E028	PULTE HOME COMPANY LLC
D30E029	PULTE HOME COMPANY LLC
D30E035	PULTE HOME COMPANY LLC
D30E054	PULTE HOME COMPANY LLC
D30E055	PULTE HOME COMPANY LLC
D30E056	PULTE HOME COMPANY LLC
D30E057	PULTE HOME COMPANY LLC
D30E060	PULTE HOME COMPANY LLC
D30E061	PULTE HOME COMPANY LLC
D30E110	PULTE HOME COMPANY LLC
D30E111	PULTE HOME COMPANY LLC
D30E112	PULTE HOME COMPANY LLC
D30E113	PULTE HOME COMPANY LLC
D30E115	PULTE HOME COMPANY LLC
D30E116	PULTE HOME COMPANY LLC
D30E117	PULTE HOME COMPANY LLC
D30E118	PULTE HOME COMPANY LLC
D30E119	PULTE HOME COMPANY LLC
D30E120	PULTE HOME COMPANY LLC
D30E121	PULTE HOME COMPANY LLC
D30E122	PULTE HOME COMPANY LLC

# Twisted Oaks Pointe Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

June 17, 2025

### VIA FIRST CLASS MAIL

KL TWISTED OAKS LLC  
105 NE 1ST ST  
DELRAY BEACH, FL 33444

[PARCEL ID]: D31A054

RE: Twisted Oaks Pointe Community Development District Fiscal Year 2025/2026 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Twisted Oaks Pointe Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purposes of: (1) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”), and (2) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2025/2026, on **July 14, 2025, at 10 a.m., and at The Villages Public Library at Pinellas Plaza, 7375 Powell Road, Conference Room 162, Wildwood, Florida 34785**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

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Sincerely,



Ernesto Torres  
District Manager

**EXHIBIT A**  
**Summary of O&M Assessments**

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2025/2026, the District expects to collect no more than **\$797,819** in gross revenue. The O&M Assessments are allocated on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Any portion of the District’s Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2025/2026. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

**PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll Assessments					
Product	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<b><u>Assessment Area One</u></b>					
Townhome	120	\$ 644.37	\$ 999.96	\$ 1,644.33	\$ 1,248.32
SF 40'	69	799.02	1,239.95	2,038.97	1,664.42
SF 50'	110	998.77	1,549.93	2,548.70	2,080.52
SF 60'	36	1,198.53	1,859.92	3,058.45	2,496.62
<b>Total</b>	<b>335</b>				
<b><u>Assessment Area Two</u></b>					
Townhome	-	\$ -	\$ -	\$ -	\$ -
SF 40'	141	799.02	1,333.20	2,132.22	508.35
SF 50'	124	998.77	1,666.50	2,665.27	635.44
SF 60'	-	-	-	-	-
<b>Total</b>	<b>265</b>				
<b><u>Assessment Area Three</u></b>					
Townhome	128	\$ 644.37	\$ 1,627.44	\$ 2,271.81	n/a
SF 40'	107	799.02	2,169.92	2,968.94	n/a
SF 50'	108	998.77	2,712.40	3,711.17	n/a
SF 60'	-	-	-	-	n/a
<b>Total</b>	<b>343</b>				









# Twisted Oaks Pointe Community Development District

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KL HIGHFIELD LLC  
105 NE 1ST ST  
DELRAY BEACH, FL 33444

[PARCEL ID]: please see "Exhibit B"

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Sincerely,



Ernesto Torres  
District Manager

**EXHIBIT A**  
**Summary of O&M Assessments**

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SF 60'	36	1,198.53	1,859.92	3,058.45	2,496.62
<b>Total</b>	<b>335</b>				
<b><u>Assessment Area Two</u></b>					
Townhome	-	\$ -	\$ -	\$ -	\$ -
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SF 50'	124	998.77	1,666.50	2,665.27	635.44
SF 60'	-	-	-	-	-
<b>Total</b>	<b>265</b>				
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SF 50'	108	998.77	2,712.40	3,711.17	n/a
SF 60'	-	-	-	-	n/a
<b>Total</b>	<b>343</b>				

<b>PIN</b>	<b>Owner Name</b>
D30E001	KL HIGHFIELD LLC
D30E004	KL HIGHFIELD LLC
D30E005	KL HIGHFIELD LLC
D30E006	KL HIGHFIELD LLC
D30E024	KL HIGHFIELD LLC
D30E026	KL HIGHFIELD LLC
D30E027	KL HIGHFIELD LLC
D30E030	KL HIGHFIELD LLC
D30E031	KL HIGHFIELD LLC
D30E032	KL HIGHFIELD LLC
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D30F133	KL HIGHFIELD LLC
D30F134	KL HIGHFIELD LLC
D30F135	KL HIGHFIELD LLC
D30F136	KL HIGHFIELD LLC
D30F137	KL HIGHFIELD LLC
D30F138	KL HIGHFIELD LLC
D30F139	KL HIGHFIELD LLC

<b>PIN</b>	<b>Owner Name</b>
D30F140	KL HIGHFIELD LLC
D30F141	KL HIGHFIELD LLC
D30F142	KL HIGHFIELD LLC
D30F143	KL HIGHFIELD LLC
D30F144	KL HIGHFIELD LLC
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D30F178	KL HIGHFIELD LLC
D30F179	KL HIGHFIELD LLC
D30F180	KL HIGHFIELD LLC
D30F181	KL HIGHFIELD LLC
D30F182	KL HIGHFIELD LLC

<b>PIN</b>	<b>Owner Name</b>
D30F183	KL HIGHFIELD LLC
D30F184	KL HIGHFIELD LLC
D30F185	KL HIGHFIELD LLC
D30F186	KL HIGHFIELD LLC
D30F187	KL HIGHFIELD LLC
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D30F224	KL HIGHFIELD LLC
D30F225	KL HIGHFIELD LLC

<b>PIN</b>	<b>Owner Name</b>
D30F226	KL HIGHFIELD LLC
D30F235	KL HIGHFIELD LLC
D30F236	KL HIGHFIELD LLC
D30F237	KL HIGHFIELD LLC
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D30F260	KL HIGHFIELD LLC
D30F261	KL HIGHFIELD LLC
D30F262	KL HIGHFIELD LLC
D30F263	KL HIGHFIELD LLC
D30F264	KL HIGHFIELD LLC
D30F265	KL HIGHFIELD LLC

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3300 SW 34TH AVE STE 101  
OCALA, FL 34474

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PIN	Owner Name
D31A011	D R HORTON INC
D31A021	D R HORTON INC
D31A025	D R HORTON INC
D31A026	D R HORTON INC
D31A029	D R HORTON INC
D31A044	D R HORTON INC
D31A045	D R HORTON INC
D31A046	D R HORTON INC
D31A047	D R HORTON INC
D31A048	D R HORTON INC
D31A061	D R HORTON INC
D31A064	D R HORTON INC
D31A077	D R HORTON INC
D31A083	D R HORTON INC
D31A084	D R HORTON INC
D31A086	D R HORTON INC
D31A087	D R HORTON INC
D31A088	D R HORTON INC
D31A089	D R HORTON INC
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D31A102	D R HORTON INC
D31A103	D R HORTON INC
D31A104	D R HORTON INC
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D31A106	D R HORTON INC
D31A107	D R HORTON INC
D31A108	D R HORTON INC
D31A109	D R HORTON INC
D31A110	D R HORTON INC
D31A111	D R HORTON INC
D31A112	D R HORTON INC
D31A113	D R HORTON INC
D31A114	D R HORTON INC

PIN	Owner Name
D31A133	D R HORTON INC
D31A134	D R HORTON INC
D31A135	D R HORTON INC
D31A136	D R HORTON INC
D31A137	D R HORTON INC
D31A138	D R HORTON INC
D31A139	D R HORTON INC
D31A140	D R HORTON INC
D31A141	D R HORTON INC
D31A142	D R HORTON INC
D31A143	D R HORTON INC
D31A144	D R HORTON INC
D31A150	D R HORTON INC
D31A176	D R HORTON INC
D31A177	D R HORTON INC
D31A178	D R HORTON INC
D31A179	D R HORTON INC
D31A180	D R HORTON INC
D31A181	D R HORTON INC
D31A182	D R HORTON INC
D31A183	D R HORTON INC
D31A184	D R HORTON INC
D31A185	D R HORTON INC
D31A186	D R HORTON INC
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D31A191	D R HORTON INC
D31A192	D R HORTON INC
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D31A198	D R HORTON INC
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D31A201	D R HORTON INC
D31A202	D R HORTON INC
D31A203	D R HORTON INC
D31A204	D R HORTON INC
D31A205	D R HORTON INC
D31B125	D R HORTON INC
D31B126	D R HORTON INC

PIN	Owner Name
D31B127	D R HORTON INC
D31B128	D R HORTON INC
D31B129	D R HORTON INC
D31B130	D R HORTON INC
D31B131	D R HORTON INC
D31B132	D R HORTON INC
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D31C247	D R HORTON INC
D31C248	D R HORTON INC
D31C249	D R HORTON INC
D31B001	DR HORTON INC
D31B002	DR HORTON INC
D31B138	DR HORTON INC
D31B139	DR HORTON INC
D31B140	DR HORTON INC
D31B141	DR HORTON INC
D31B142	DR HORTON INC
D31B143	DR HORTON INC
D31B145	DR HORTON INC
D31B146	DR HORTON INC
D31B147	DR HORTON INC
D31B148	DR HORTON INC
D31B149	DR HORTON INC
D31B150	DR HORTON INC
D31B151	DR HORTON INC
D31B152	DR HORTON INC
D31B153	DR HORTON INC

# Twisted Oaks Pointe Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

June 17, 2025

### VIA FIRST CLASS MAIL

PARK SQUARE ENTERPRISES LLC  
5200 VINELAND RD STE 200  
ORLANDO, FL 32811

[PARCEL ID]: please see "Exhibit B"

RE: Twisted Oaks Pointe Community Development District Fiscal Year 2025/2026 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Twisted Oaks Pointe Community Development District ("**District**") will be holding two public hearings and a Board of Supervisors' ("**Board**") meeting for the purposes of: (1) adopting the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"), and (2) levying operations and maintenance assessments ("**O&M Assessments**") to fund the Proposed Budget for Fiscal Year 2025/2026, on **July 14, 2025, at 10 a.m., and at The Villages Public Library at Pinellas Plaza, 7375 Powell Road, Conference Room 162, Wildwood, Florida 34785**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District Manager's Office**"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,



Ernesto Torres  
District Manager

**EXHIBIT A**  
**Summary of O&M Assessments**

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2025/2026, the District expects to collect no more than **\$797,819** in gross revenue. The O&M Assessments are allocated on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Any portion of the District’s Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2025/2026. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

**PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

<b>On-Roll Assessments</b>					
<b>Product</b>	<b>Units</b>	<b>FY 2026 O&amp;M Assessment per Unit</b>	<b>FY 2026 DS Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>	<b>FY 2025 Total Assessment per Unit</b>
<b><u>Assessment Area One</u></b>					
Townhome	120	\$ 644.37	\$ 999.96	\$ 1,644.33	\$ 1,248.32
SF 40'	69	799.02	1,239.95	2,038.97	1,664.42
SF 50'	110	998.77	1,549.93	2,548.70	2,080.52
SF 60'	36	1,198.53	1,859.92	3,058.45	2,496.62
<b>Total</b>	<b>335</b>				
<b><u>Assessment Area Two</u></b>					
Townhome	-	\$ -	\$ -	\$ -	\$ -
SF 40'	141	799.02	1,333.20	2,132.22	508.35
SF 50'	124	998.77	1,666.50	2,665.27	635.44
SF 60'	-	-	-	-	-
<b>Total</b>	<b>265</b>				
<b><u>Assessment Area Three</u></b>					
Townhome	128	\$ 644.37	\$ 1,627.44	\$ 2,271.81	n/a
SF 40'	107	799.02	2,169.92	2,968.94	n/a
SF 50'	108	998.77	2,712.40	3,711.17	n/a
SF 60'	-	-	-	-	n/a
<b>Total</b>	<b>343</b>				

PIN	Owner Name
D30E007	PARK SQUARE ENTERPRISES LLC
D30E008	PARK SQUARE ENTERPRISES LLC
D30E009	PARK SQUARE ENTERPRISES LLC
D30E010	PARK SQUARE ENTERPRISES LLC
D30E011	PARK SQUARE ENTERPRISES LLC
D30E012	PARK SQUARE ENTERPRISES LLC
D30E043	PARK SQUARE ENTERPRISES LLC
D30E044	PARK SQUARE ENTERPRISES LLC
D30E045	PARK SQUARE ENTERPRISES LLC
D30E046	PARK SQUARE ENTERPRISES LLC
D30E047	PARK SQUARE ENTERPRISES LLC
D30E048	PARK SQUARE ENTERPRISES LLC
D30E065	PARK SQUARE ENTERPRISES LLC
D30E066	PARK SQUARE ENTERPRISES LLC
D30E068	PARK SQUARE ENTERPRISES LLC
D30E069	PARK SQUARE ENTERPRISES LLC
D30E070	PARK SQUARE ENTERPRISES LLC
D30E071	PARK SQUARE ENTERPRISES LLC
D30E072	PARK SQUARE ENTERPRISES LLC
D30E073	PARK SQUARE ENTERPRISES LLC
D30E074	PARK SQUARE ENTERPRISES LLC
D30E075	PARK SQUARE ENTERPRISES LLC
D30E076	PARK SQUARE ENTERPRISES LLC
D30E077	PARK SQUARE ENTERPRISES LLC
D30E078	PARK SQUARE ENTERPRISES LLC
D30E079	PARK SQUARE ENTERPRISES LLC
D30E080	PARK SQUARE ENTERPRISES LLC
D30E081	PARK SQUARE ENTERPRISES LLC
D30E082	PARK SQUARE ENTERPRISES LLC
D30E083	PARK SQUARE ENTERPRISES LLC
D30E084	PARK SQUARE ENTERPRISES LLC
D30E085	PARK SQUARE ENTERPRISES LLC
D30E086	PARK SQUARE ENTERPRISES LLC
D30E087	PARK SQUARE ENTERPRISES LLC
D30E088	PARK SQUARE ENTERPRISES LLC
D30E089	PARK SQUARE ENTERPRISES LLC
D30E094	PARK SQUARE ENTERPRISES LLC
D30E095	PARK SQUARE ENTERPRISES LLC
D30E096	PARK SQUARE ENTERPRISES LLC
D30E097	PARK SQUARE ENTERPRISES LLC
D30E098	PARK SQUARE ENTERPRISES LLC
D30E099	PARK SQUARE ENTERPRISES LLC
D30E100	PARK SQUARE ENTERPRISES LLC

PIN	Owner Name
D30E101	PARK SQUARE ENTERPRISES LLC
D30E102	PARK SQUARE ENTERPRISES LLC
D30E103	PARK SQUARE ENTERPRISES LLC
D30E104	PARK SQUARE ENTERPRISES LLC
D30E105	PARK SQUARE ENTERPRISES LLC
D30E106	PARK SQUARE ENTERPRISES LLC
D30F227	PARK SQUARE ENTERPRISES LLC
D30F228	PARK SQUARE ENTERPRISES LLC
D30F229	PARK SQUARE ENTERPRISES LLC
D30F230	PARK SQUARE ENTERPRISES LLC
D30F231	PARK SQUARE ENTERPRISES LLC
D30F232	PARK SQUARE ENTERPRISES LLC
D30F233	PARK SQUARE ENTERPRISES LLC
D30F234	PARK SQUARE ENTERPRISES LLC



**Troy and Elizabeth Todak**  
3116 Canopy Oak Blvd  
Wildwood FL, 34785  
July 7, 2025

**Board of Supervisors**  
Twisted Oaks Point

Dear Members of the Board,

I am writing to formally oppose the proposed 27% increase in Community Development District (CDD) assessments. As a homeowner and community member, I believe this increase is excessive and unjustified given the current state of amenities and operational inefficiencies I have personally observed.

First and foremost, the ongoing problem of **wasteful watering** is deeply troubling. I have seen sprinklers run during rainstorms and water spill onto sidewalks and streets—clear signs of poor management. At a time when water conservation is both an environmental and financial priority, these inefficiencies need to be fixed before adding more costs for residents.

Furthermore, I want to address the **51% increase in the electric/utility line item** in the proposed budget. This sharp rise is concerning and needs a detailed explanation. Without transparency about what is causing it—such as rate hikes, new infrastructure, or mismanagement—residents are left to guess whether such a large increase is justified. Since energy-efficient technologies and smarter irrigation systems are readily available, it is reasonable to expect the CDD to look into and apply cost-control measures instead of passing this large increase onto homeowners. Before approving this line item, the board should give a clear breakdown of utility usage, justify the cost estimates, and outline any plans to improve energy efficiency and cut waste.

Furthermore, justifying a fee increase is difficult when the **rate of home sales in the community has clearly slowed down**. The slowdown in sales affects everyone, potentially lowering property values and reducing the vibrancy of our neighborhood. Higher CDD fees might also discourage potential buyers, creating an ongoing issue.

Finally, **delays in promised amenities** cause significant frustration. Many residents chose this community based on advertised plans and amenities that have not yet appeared or are heavily delayed. The Board must fulfill its prior commitments before requesting additional funds. A fee increase of this size should be accompanied by visible improvements in community services, which have not yet been observed.

Before considering any increase, I request a detailed public breakdown of spending, specific justifications for the proposed hike, and a comprehensive plan to address existing issues, especially those related to irrigation and amenity development. Transparency and accountability are crucial for maintaining residents' trust and support.

I urge the Board to reconsider this proposal and instead focus on improving operational efficiency and fulfilling community promises with the funds already available.

One final item: a second meeting mentioned in the letter needs to be scheduled. The letter only referenced the July 14<sup>th</sup> meeting. Several residents did not receive a letter and cannot attend the in-person meeting due to the short notice. The CDD should distribute the notice through the homeowner associations to improve transparency and arrange a second budget meeting to address residents' concerns.

Sincerely,

**Troy and Elizabeth Todak**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4C**

## RESOLUTION 2025-11

### [FY 2026 ANNUAL ASSESSMENT RESOLUTION]

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025/2026; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Twisted Oaks Pointe Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"), attached hereto as **Exhibit A**; and

**WHEREAS**, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT:**

**1. FUNDING.** As indicated in **Exhibits A and B**, the District's Board hereby authorizes the following funding mechanisms for the Adopted Budget:

**a. OPERATIONS AND MAINTENANCE FUNDING AGREEMENT.** The District's Board hereby authorizes a funding agreement for the operations and maintenance services set forth in the District's Adopted Budget, as set forth in **Exhibit A**.

**b. OPERATIONS AND MAINTENANCE ASSESSMENTS.**

**i. Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

- ii. **Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.
  - iii. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
- c. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby directs District Staff to effect the collection of the previously levied debt service special assessments, as set forth in **Exhibits A and B**.

**2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- a. **Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. **Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
  - i. *Due Date (O&M Assessments)* - Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1<sup>st</sup> and no later than September 30<sup>th</sup> of FY 2026.
  - ii. *Due Date (Debt Assessments)* - Debt service assessments directly collected by the District are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District’s corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
  - iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any

remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

4. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 14th day of July, 2025.

ATTEST:

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Budget  
**Exhibit B:** Assessment Roll

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

## FISCAL YEAR 2026 DEFICIT FUNDING AGREEMENT

This **FISCAL YEAR 2026 DEFICIT FUNDING AGREEMENT** ("**Agreement**") is made and entered into this 14th day of July, 2025, by and between:

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**KL TWISTED OAKS, LLC**, a Florida limited liability company, the owner and developer of lands within the boundary of the District, whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Developer**").

### RECITALS

**WHEREAS**, the District was established for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the District has adopted its annual budget for Fiscal Year 2026 ("**FY 2026 Budget**"), which begins on October 1, 2025 and ends on September 30, 2026, and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund a portion of the FY 2026 Budget; and

**WHEREAS**, the Developer has agreed to fund the cost of any "**Budget Deficit**," representing the difference between the FY 2026 Budget amount and the amount of the O&M Assessments, but subject to the terms of this Agreement.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District any monies ("**Developer Contributions**") necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers' consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. As a point of clarification, the District shall only request funding for the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in **Exhibit A**. The District shall have no obligation to repay any Developer Contribution provided hereunder.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments 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.

3. **AUTHORIZATION.** 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 of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any 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(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **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.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as 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 each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties execute this Agreement the day and year first written above.

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**KL TWISTED OAKS, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A:**      FY 2026 Budget

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6A**

# The Villages<sup>®</sup> DAILY SUN

Published Daily  
Lady Lake, Florida  
State of Florida  
County Of Lake

Before the undersigned authority personally appeared

**ALLAN LOVELL**

who on oath says that he is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad #1255296**

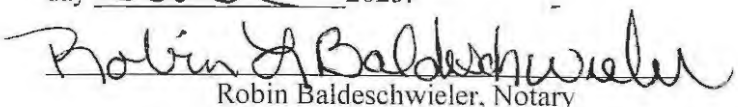
in the matter of **NOTICE OF RULEMAKING** was published in said newspaper in the issue(s) of

**June 14, 2025**

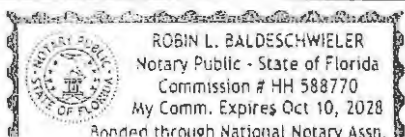
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

  
(Signature Of Affiant)

Sworn to and subscribed before me this 16<sup>th</sup>  
day June 2025.

  
Robin Baldeschwieler, Notary

Personally Known \_\_\_\_\_ or  
Production Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



## NOTICE OF RULEMAKING BY THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT AMENITY RULES & PARKING RULES

A public hearing will be conducted by the Board of Supervisors of the Twisted Oaks Pointe Community Development District ("District") on July 14, 2025, at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785.

In accordance with Chapters 190 and 120, Florida Statutes, the District hereby gives the public notice of its intent to adopt amenity rules and rates ("Amenity Rules and Rates") and proposed rules related to parking enforcement and towing of unauthorized vehicles ("Parking Rules," together with the "Amenity Rules and Rates," the "Rules") for District publications. The proposed Rules may be adjusted at their respective public hearings pursuant to discussion by the Board of Supervisors and public comment. Specific legal authority for the Rules includes Sections 190.035(2), 190.011(5) and 120.54, Florida Statutes. Prior Notice of Rule Development was published in The Villages Daily Sun on June 13, 2025.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative to either the Amenity Rules and Rates or the Parking Rules as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite

410W, Boca Raton, Florida 33431, or by calling (561) 571-0010 (hereinafter, the "District Office") at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

District Manager

#01255296

June 14, 2025

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6B**

**RESOLUTION 2025-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO AMENITY FACILITIES AND PARKING AND PARKING ENFORCEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Twisted Oaks Pointe Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the *Amenity Facilities and Parking Rules, Policies and Fees*, attached hereto as **Exhibit A** for immediate use and application ("**Rules**"); and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The attached Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules shall stay in full force and effect until such time as the Board of Supervisors may amend these Rules in accordance with Chapter 190, *Florida Statutes*.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14th day of July, 2025.

**ATTEST:**

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Rules

**EXHIBIT A**

**RULES**

# **TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

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## **AMENITIES RULES**

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## **PART 1: Twisted Oaks Pointe Community Development District**

### ***Amenity Operating Rules***

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2024)

Effective Date: July 14, 2025

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**In accordance with Chapters 190 and 120, *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Twisted Oaks Pointe Community Development District adopted the following rules to govern the operation of the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.**

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### **DEFINITIONS**

The following definitions shall apply to these rules in their entirety:

**"Amenities"** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse and swimming pool, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

**"Amenities Rules" or "Rules"** – shall mean all rules of the District, as amended from time to time, governing the use of the amenities, including but not limited to these "Amenity Operating Rules," the "Rule for Amenities Rates," and the "Disciplinary and Enforcement Rule."

**"Annual User Fee"** – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's Rule for Amenities Rates.

**"Board of Supervisors" or "Board"** – shall mean the Board of Supervisors of the District.

**"District"** – shall mean the Deerbrook Community Development District.

**"Amenity Manager"** – shall mean the professional management company with which the District (or its designee) has contracted to provide amenity management services to the District (i.e., \_\_\_\_\_).

**"Family"** – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of

majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

**“Guest”** – shall mean any person, other than a Patron, who is expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

**“Non-Resident”** – shall mean any person that does not own property within the District.

**“Non-Resident Patron”** – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District, and who is therefore a Patron for purposes of these Rules.

**“Patron” or “Patrons”** – shall mean Residents, Non-Resident Patrons, and Renters.

**“Renter”** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

**“Resident”** – shall mean any person or Family owning property within the District.

## **AUTHORIZED USERS**

**Generally.** Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

**Residents.** A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

**Non-Residents.** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

***Renter's Privileges.*** Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
4. Renters shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

***Guests.*** Except as otherwise provided for herein, each Patron may bring a maximum of four Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

***Registration / Disclaimer.*** In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**, along with any other paperwork that may be required by the Amenity Manager.

#### **ACCESS KEY FOBS**

Every home is entitled to two Access Fobs, free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional Fobs are \$50 each. The maximum number of Access Key Fobs per household is limited to four (4). Resale buyers are required to purchase new Access Key Fobs if not passed on from seller. All resale buyers must re-register the old Access Key Fobs. Buyer is required to register with the Amenity Manager to ensure fobs are transferred to new owners.

## GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the District.

**ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE DISTRICT'S RULES AND POLICIES AS MAY BE ADOPTED AND/OR AMENDED FROM TIME TO TIME. AS SET FORTH MORE FULLY LATER HEREIN, THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY ACCIDENTS, PERSONAL INJURY, OR DAMAGE TO, OR LOSS OF PROPERTY ARISING FROM, THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.**

**THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.**

***Emergencies:*** After contacting 911 if required, all emergencies and injuries must be reported to the office of the Amenity Manager at \_\_\_\_\_.

***Hours of Operation.*** All hours of operation of the Amenities will be established and published by the District. The Amenities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise expressly stated herein, the following additional guidelines govern the use of all of the Amenities:

1. ***Guests.*** Guests must be accompanied by a Patron while using the Amenities.
2. ***Minors.*** Because the Amenities are not supervised, and for safety reasons, minors age 10 or younger must be accompanied by a responsible adult when using the Amenities. As noted above, parents and legal guardians are responsible for their minor children who use the Amenities, and the District strongly encourages parents and legal guardians to accompany and supervise their minor children while at the Amenities.

3. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
4. **Food and Drink.** Food and drink will be limited to designated areas only.
5. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities.
6. **No Smoking.** Except in designated areas, smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the Amenity Manager.
7. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
8. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
9. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
10. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
11. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
12. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
13. **Profanity.** Loud, profane or abusive language is prohibited.
14. **Horseplay.** Disorderly conduct and horseplay are prohibited.
15. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
16. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
17. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.

18. **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
19. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
20. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and Rules, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
21. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
22. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

## **SWIMMING POOLS**

The District presently has three pools, one at the Highfield amenity center and two at the Twisted Oaks amenity center. At the Twisted Oaks amenity center, one pool is designated only for adult patrons age 18 and older. The second pool at the Twisted Oaks amenity center is for patrons of all ages.

The following Rules apply to all District's pools:

1. **Swim at Your Own Risk.** The pool areas are not supervised, and so all Patrons use the pool at their own risk.
2. **Operating Hours.** The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
4. **Food and Drink.** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted.
5. **Unsafe Behavior.** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. **Diving.** Diving is strictly prohibited at the pool.
7. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees,

- inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings.
9. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
  10. **Railings.** No swinging on ladders, fences, or railings is allowed.
  11. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool.
  12. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
  13. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
  14. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
  15. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
  16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
  17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
  18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
  19. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging.
  20. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
  21. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
  22. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
  23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
  24. **ADA Compliant Chair Lift.** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage

of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

### **PICKLE BALL COURTS**

The following guidelines apply:

1. There is no attendant on duty at the courts, play at your own risk.
2. Do not adjust or remove nets in the pickle ball areas.
3. Please keep areas free of trash.
4. No use by outside teams for games or practice without prior approval from CDD Board.
5. If other users are waiting to play, please limit use to one hour at a time in an effort to share the court.

### **FITNESS CENTER**

The following guidelines apply:

1. The Fitness Center is accessed using Access Fobs.
2. Use of the fitness equipment is done at your own risk. Please familiarize yourself with the proper use of the fitness equipment before using.
3. It is the responsibility of each person to consult with their physician, and each person should be deemed to be in good physical condition and free from any physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent him or her from using the Fitness Center or engaging in active or passive exercise.
4. For safety, children under the age of sixteen (16) years must be accompanied by an adult. Children twelve (12) and under are not allowed in the Fitness Center at any time.
5. Do not move any equipment. Moving equipment may cause units to become unbalanced requiring a technician to be called for services at violator's expense.
6. There is a 30-minute time limit on each piece of equipment when people are waiting.
7. Use of a spotter when lifting free weights is recommended. Do not drop free weights on the floor and return them to their proper place at completion of usage.
8. No food is permitted. Closed plastic beverage containers are allowed.
9. Please wipe down equipment after each use with disinfectant wipes provided.

### **LAKE OR POND AREAS**



The lakes and ponds throughout the community are not designed for swimming or boating. However, Patrons and their Guests may use the ponds for fishing as set forth herein. (NOTE: Only Patrons and their Guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

## **DOG PARKS**

The community provides several dog parks for Patrons. The following guidelines apply:

1. Dog Park hours are dawn to dusk.
2. The parks are not staffed.
3. The dog park is for the enjoyment of our canine visitors and their owners.
4. Dogs must wear current county tags and have a current rabies vaccination.
5. Dogs must be leashed when entering and exiting the park.
6. All dogs within the fence must be off leash.
7. Aggressive dogs are not allowed to remain in the park.
8. Dangerous dogs, as defined in Section 767.10, Florida Statutes, may not enter the dog park at any time.

9. Owners must be present with leash and in view of their dog at all times.
10. Dog feces must be picked up and disposed of by owner.
11. Owner must immediately fill in any holes dug by their dogs.
12. Non-canine food is prohibited inside the dog parks.
13. The small dog area is recommended for small, fragile or elderly canine visitors.
14. Owners are responsible for the actions of their dogs.
15. Dogs in heat are not allowed in the dog parks.
16. Canine and human visitors enter at their own risk. Twisted Oaks Pointe Community Development District is not responsible for injuries to visiting dogs, their owners, or others using the park.

### PLAYGROUND AND TOT LOTS

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. **Footwear.** Proper footwear is required and no loose clothing especially with strings should be worn.
2. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
3. **Food & Drinks.** No food, drinks or gum are permitted at the playground.
4. **Animals.** No pets of any kind are permitted at the playground, with the exception of service animals.
5. **Glass Containers.** No glass containers are permitted at the playground.
6. **No Jumping.** No jumping off from any climbing bar or platform.
7. **Disruptive Behavior.** Profanity, rough-housing, and disruptive behavior are prohibited.
8. **Equipment.** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

### RENTALS

The following applies to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons ages 18 or older may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All rentals are subject to availability and the discretion of District Staff.
2. **Amenities Available for Rental.** The types of Amenities available for rental are described in the rule for Amenities Rates. Unless specified otherwise by the Board, rentals of the District's Amenities for the purposes of conducting commercial activities is prohibited.

3. **Payment & Registration.** Patrons interested in renting the Amenities may reserve a desired rental date and time up to two (2) times per month on a first-come, first-served basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time ("**Rental Date**"), Patrons must submit to the District a completed "**Rental Agreement**" (in the form attached hereto as **Exhibit B**) and a check in the full amount of the "**Deposit**" as specified in the Rules. A desired Rental Date will NOT be reserved until both the completed Rental Agreement and Deposit are received by the District. The Amenity Manager will review the Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, the Patron must submit a check to the Amenity Manager for the full amount of the "**Rental Fee**" as specified in the Rules, as well as a Certificate of Insurance (if applicable), or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Rental Agreement and a check in the total amount of both the Deposit and Rental Fee (as well as a Certificate of Insurance, if applicable).
4. **Event Host.** Each application shall provide the name and contact information of a Patron who shall act as the "**Event Host.**" The Event Host must be at least 18 years of age and be present for the entire event, and shall be responsible for ensuring that only guests of the event are permitted access to the Amenities rented, shall ensure that all cleaning obligations have been completed, and shall serve as the District's point of contact for communication regarding the event. If no Event Host is specified on the Rental Agreement, the Patron submitting the Rental Agreement shall be considered the Event Host.
5. **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for a Patron to receive a refund of the Deposit.
6. **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rented Amenities have been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must (to the extent applicable):
  - a. Remove all garbage, place in dumpster, and replace garbage liners;
  - b. Remove all decorations, event displays, and materials;
  - c. Return all furniture and other items to their original position;
  - d. Stack chairs in stacks of ten (10);
  - e. Fold all folding tables and place in hallway;
  - f. Wipe off counters, table tops, and the sink area;
  - g. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
  - h. Lock all doors after the last guest leaves; and
  - i. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.

7. ***Additional Cleaning or Damage.*** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.
8. ***Duration of Rentals.*** Unless otherwise authorized by the Amenity Manager, the Amenities may be rented for parties and events during normal operating hours, which shall be established by the Amenity Manager. Each rental shall be for morning, evening, or a full day, as defined in the rule for Amenity Rates, and all times shall be inclusive of set-up and clean-up time. Additional fees may be charged for rentals that extend beyond the reserved hours. In no event shall parties and events, including clean-up, extend beyond 11 p.m.
9. ***Capacity.*** The Amenities capacity limit(s) shall not be exceeded at any time for a party or event. The capacity limits are as displayed in the clubhouse.
10. ***Noise.*** The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices.
11. ***Alcohol.*** Patrons must indicate on the rental form if they intend to serve or permit consumption of alcoholic beverages at an event taking place at the rented Amenities. If the Patron desires to serve or sell alcohol at an event, he or she must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event. Patrons who rent the Amenities and desire to allow their guests to consume alcohol on a "bring your own beverage" or "BYOB" basis must provide proof of insurance coverage to the Amenity Manager prior to the event. Anyone that appears to be excessively intoxicated or under the influence of drugs will be asked to leave the Amenities. Insurance requirements are as follows, and may be modified from time to time in the District's discretion:
  - a. BYOB Alcohol: Patron must provide proof of a Homeowner's Insurance Rider/Endorsement providing special event coverage
  - b. Serving/Selling Alcohol: Patron must submit proof of at least the following special events insurance coverage: \$250,000 Property Damage; \$1,000,000 Personal Injury; Alcohol Rider; District named as additional insured. This coverage may be satisfied by insurance held by the licensed and insured vendor of alcoholic beverages.
12. ***Insurance.*** Additional liability insurance coverage may be required for all events that are approved to serve or allow consumption of alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance.
13. ***After-hours Rentals.*** The operating hours of the Amenities may vary from time to time, in the District's discretion. To the extent the Amenities close before 11 p.m.,

the Amenities may be reserved for after-hours rentals, subject to the following rules:

- a. On the day of the event, the Event Host must meet with Amenities staff to exchange their Access Card for a temporary rental card and a key to the clubhouse door. The rental card will permit access until 11 p.m. All events must be concluded and all clean-up must be complete by 11 p.m.
- b. Both the rental card and the door key must be returned to Amenities staff the next business day following the event, during normal business hours. Any Deposit shall be returned upon return of the rental card and door key, subject to any applicable offsets for cleaning, damage, or other costs incurred.
- c. If the rental card and door key are not returned within three (3) business days following the event, the Event Host's regular Access Card shall be suspended until they are returned. In the event that either the rental card or door key are lost, the Event Host shall notify Amenities staff and shall be charged a replacement fee as specified in these Rules, which replacement fee may be deducted from any Deposit on file.
- d. After-hours rentals shall otherwise be subject to the same rules and standards as rentals within normal operating hours, including all cleaning obligations.

#### **PROPERTY DAMAGE**

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

#### **USE AT OWN RISK; INDEMNIFICATION**

**ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY**

AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.

SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.

FOR PURPOSES OF THIS SECTION, THE TERM "ACTIVITIES," SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE DISTRICT, ITS CONTRACTORS OR THIRD PARTIES AUTHORIZED BY THE DISTRICT.

#### **SOVEREIGN IMMUNITY**

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

#### **SEVERABILITY**

The invalidity or unenforceability of any one or more provisions of these Rules shall not affect the validity or enforceability of the remaining provisions, or any part of the Rules not held to be invalid or unenforceable.

#### **AMENDMENTS / WAIVERS**

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

**ATTACHMENT A:**                      **Consent and Waiver Agreement**

## TWISTED OAKS POINTE CDD - CONSENT AND WAIVER AGREEMENT

The Twisted Oaks Pointe Community Development District (“**District**”) owns and operates certain amenities, including a pool, and other facilities, and may from time to time offer certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “**Activities**”), I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY VOLUNTARILY ASSUME ANY AND ALL RISK, INCLUDING INJURY OR DEATH TO MY PERSON AND/OR DAMAGE TO MY PROPERTY, RELATING TO THE ACTIVITIES, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, KL TWISTED OAKS, LLC, KL HIGHFIELD LLC, AND \_\_\_\_\_, AND ANY OF THEIR AFFILIATES, SUPERVISORS, OFFICERS, STAFF, AGENTS, EMPLOYEES, VOLUNTEERS, ORGANIZERS, OFFICIALS OR CONTRACTORS (COLLECTIVELY, THE “**INDEMNITEES**”) FROM ANY CLAIM, LIABILITY, COST, OR LOSS OF ANY KIND SUSTAINED OR INCURRED BY EITHER ANY OF THE INDEMNITEES OR BY OTHER RESIDENTS, USERS OR GUESTS, AND ARISING OUT OF OR INCIDENT TO THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO WHERE THE LOSS IS WHOLLY OR PARTLY THE RESULT OF INDEMNITEES’ NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL, WILLFUL, OR WANTON MISCONDUCT. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if Participant is 18 years of age or older)

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)  
- This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and relating to my minor child’s involvement or participation in the Activities.

Parent/Guardian Name: \_\_\_\_\_  
(if Participant is a minor child)

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if Participant is a minor child)

Address: \_\_\_\_\_

Phone Number (home): \_\_\_\_\_

Phone Number (alternate): \_\_\_\_\_

Emergency Contact & Phone Number: \_\_\_\_\_

**NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE AMENITY MANAGER.**

**PRIVACY NOTICE:** Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the Amenity Manager.

## **PART 2: Twisted Oaks Pointe Community Development District**

### ***Rule for Amenities Rates***

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2024)

Effective Date: \_\_\_\_\_, 2025

---

**In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Twisted Oaks Pointe Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.**

---

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Operating Rules of Twisted Oaks Pointe Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment related to the Amenities and as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

User *	Annual Fee for Amenity
Property Owner	Included in annual debt service payment
Non-Resident Patrons	\$2,183.22

\*NOTE: In addition to the fees stated herein, all landowners will be responsible for paying all other debt and operations and maintenance assessments attributable to their respective properties. All fees stated herein are subject to a percentage change on an annual basis, and in an amount not to exceed the percentage increase in the District's annual budget(s).

4. **Reservation Rates for Clubhouse.** Any patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below.



Room / Area	Rental Fee	Deposit
Community Activity Room	\$250 – Residents \$300 – Non-Resident Patrons	\$250
Additional Covered Patio	\$150 – Residents \$150 – Non-Resident Patrons	\$250

\* Rate and deposit based on facility being rented, type of event, and staffing needs.

5. **Miscellaneous Fees.**

Item	Fee
Additional Daily Guest Pass	\$10
Replacement of Damaged, Lost, or Stolen FOB	\$30
Insufficient Funds Fee (for submitting an insufficient funds check)	\$35

6. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.

7. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

8. **Adjustment of Rates.** The Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in Sections 3 and 4 by not more than twenty percent per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

9. **Prior Rules; Rules.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Rules, as may be amended from time to time, govern all use of the Amenities.

10. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

### **PART 3: Twisted Oaks Pointe Community Development District** ***Disciplinary and Enforcement Rule***

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2025)

Effective Date: July 14, 2025

---

**In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Twisted Oaks Pointe Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.**

---

**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenity Operating Rules.

**2. General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

**3. Suspension of Rights.** The District, through its Board, and Amenity Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior (and/or to otherwise take such action as authorized under this Rule):

- a. Submits false information on any application for use of the Amenities;
- b. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to pay amounts owed to the District in a proper and timely manner;
- d. Fails to abide by any District rules and policies;
- e. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- f. Damages or destroys District property;
- g. Trespasses on District property and/or otherwise enters District property without authorization from the District Staff; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

4. **Authority of Amenity Manager.** The Amenity Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period to be established by the Amenity Manager. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

5. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

6. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **7A**

Publication Date  
2025-06-13

Subcategory  
Miscellaneous Notices

NOTICE OF RULE DEVELOPMENT BY THE

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT AMENITY RULES & PARKING RULES

In accordance with Chapters 120 and 190, Florida Statutes, the Twisted Oaks Pointe Community Development District (District) hereby gives notice of its intent to develop a rule entitled the Amenity Policies, Rules, and Rates (Single-Family), and a rule entitled Rule Relating to Overnight Parking and Parking Enforcement. The purposes and effects of the rules are to provide for efficient and effective amenity operations of the District, and to provide for towing of cars on District-owned roads and other property. Specific legal authority for the rules includes Sections 120.54, 190.011, 190.012, and 190.035, Florida Statutes. Public hearings will be conducted by the District on July 14, 2025 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza ,7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785.

Additional information regarding these public hearings may be obtained from the Districts website, <https://www.twistedoakspointecdd.net/> or by contacting the District Manager, Ernesto Torres, at [torrese@whhassociates.com](mailto:torrese@whhassociates.com) or by calling (561) 571-0010. A copy of the proposed rules may be obtained by contacting the District Manager, Wrathell, Hunt & Associates LLC at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 570-0010.

District Manager

#01255278 June 13, 2025

# The Villages<sup>®</sup> DAILY SUN

Published Daily  
Lady Lake, Florida  
State of Florida  
County Of Lake

Before the undersigned authority personally appeared

**ALLAN LOVELL**

who on oath says that he is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad #1255296**

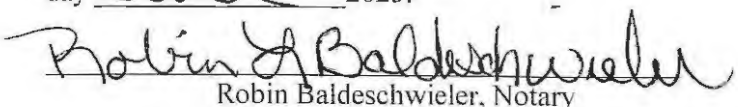
in the matter of **NOTICE OF RULEMAKING** was published in said newspaper in the issue(s) of

**June 14, 2025**

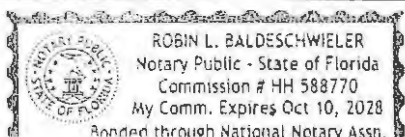
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

  
(Signature Of Affiant)

Sworn to and subscribed before me this 16<sup>th</sup>  
day June 2025.

  
Robin Baldeschwieler, Notary

Personally Known \_\_\_\_\_ or  
Production Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



## NOTICE OF RULEMAKING BY THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT AMENITY RULES & PARKING RULES

A public hearing will be conducted by the Board of Supervisors of the Twisted Oaks Pointe Community Development District ("District") on July 14, 2025, at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785.

In accordance with Chapters 190 and 120, Florida Statutes, the District hereby gives the public notice of its intent to adopt amenity rules and rates ("Amenity Rules and Rates") and proposed rules related to parking enforcement and towing of unauthorized vehicles ("Parking Rules," together with the "Amenity Rules and Rates," the "Rules") for District publications. The proposed Rules may be adjusted at their respective public hearings pursuant to discussion by the Board of Supervisors and public comment. Specific legal authority for the Rules includes Sections 190.035(2), 190.011(5) and 120.54, Florida Statutes. Prior Notice of Rule Development was published in The Villages Daily Sun on June 13, 2025.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative to either the Amenity Rules and Rates or the Parking Rules as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite

410W, Boca Raton, Florida 33431, or by calling (561) 571-0010 (hereinafter, the "District Office") at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

District Manager

#01255296

June 14, 2025

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **7B**



**RESOLUTION 2025-13**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Twisted Oaks Pointe Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Wildwood, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) is authorized by Section 190.012(2), *Florida Statutes*, to provide for the operation of roadways, parks and recreational facilities and security for the same, which authorization includes contracting with a towing operator provided that the District follows the authorization and notice and procedural requirements in Section 715.07, *Florida Statutes*; and

**WHEREAS**, the District desires to adopt its *Rule Relating to Overnight Parking and Parking Enforcement* (“Rule”), pursuant to the provisions of Sections 190.012, *Florida Statutes*; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District hereby adopts the Rule, attached hereto as **Exhibit A**.

**SECTION 2.** If any provision of this Resolution or the Rule is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14th day of July, 2025.

**ATTEST:**

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

## **EXHIBIT A**

### **TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT**

---

In accordance with Chapter 190, Florida Statutes, and on July 14, 2025 at a duly noticed public meeting, and after a public hearing, the Board of Supervisors of the Twisted Oaks Pointe Community Development District ("District") adopted the following rule to govern overnight parking and parking enforcement on certain District property.

---

1. **INTRODUCTION.** The District finds that parked vehicles can cause hazards and danger to the health, safety and welfare of District residents and the public. This rule is intended to provide the District with the ability to remove such vehicles and find such owners consistent with this rule and as indicated herein.

2. **PARKING RULES.**

***General***

- a. Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block any sidewalks.
- b. No street parking is allowed in the District on any District-owned property, including roadways owned by the District, within the community.
- c. During holidays, the District understands that many will have visitors and there are not many parking areas. The District asks residents to be respectful to your neighbors and not block driveways or areas that prevent vehicles from backing up from their driveways.
- d. Parking on the grass is strictly prohibited.
- e. Parking in the clubhouse/amenity centers shall be on a first come/first serve basis.
- f. No vehicles used in business for the purpose of transporting good, equipment and the like, shall be parked on District property, except during the period of delivery of goods or during the provision of services.
- g. No vehicles which cannot operate on its own power shall remain on District property for more than (12) hours.

3. **TOWING/REMOVAL PROCEDURES.**

- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of these rules, and the parking prohibitions stated herein, shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.

- b. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a vehicle, the District Manager or his/her designee must verify that the subject vehicle was not authorized to park under this rule. Upon such verification, the District Manager or his/her designee may contact a firm authorized by Florida law to tow/remove vehicles for the removal of such unauthorized vehicle at the owner's expense. The vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
  - c. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the rules set forth herein.
- 4. OTHER DISTRICT PENALTIES.** If any person is found to have violated any of the provisions of this rule, and pursuant to Sections 120.69(2) and (7), Florida Statutes and other applicable law, the District shall have the right to impose a fine of up to the amount of \$1,000 and collect such fine and attorney's fees as a contractual lien or as otherwise provided by Florida law.
- 5. PARKING AT YOUR OWN RISK.** Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

Effective date: July 14, 2025

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
CITY OF WILDWOOD, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2024**

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
CITY OF WILDWOOD, FLORIDA**

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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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[www.graucpa.com](http://www.graucpa.com)

## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Twisted Oaks Pointe Community Development District  
City of Wildwood, Florida

### Report on the Audit of the Financial Statements

#### ***Opinions***

We have audited the accompanying financial statements of the governmental activities and each major fund of Twisted Oaks Pointe Community Development District, City of Wildwood, Florida (the "District") as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the year ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Information Included in the Financial Report***

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 4, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 4, 2025



## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Twisted Oaks Pointe Community Development District, City of Wildwood, Florida ("District") provides a narrative overview of the District's financial activities for the period ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$17,807,080.
- The change in the District's total net position in comparison with the prior fiscal year was \$14,998,174, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balances of \$8,953,749, an increase of \$5,316,643 in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions and assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	2024	2023
Current and other assets	\$ 10,383,674	\$ 8,623,149
Capital assets, net of depreciation	29,921,913	10,340,386
Total assets	40,305,587	18,963,535
Current liabilities	1,936,257	5,086,315
Long-term liabilities	20,562,250	11,068,314
Total liabilities	22,498,507	16,154,629
Net position		
Net investment in capital assets	15,769,561	1,740,739
Restricted	2,037,336	1,044,950
Unrestricted	183	23,217
Total net position	\$ 17,807,080	\$ 2,808,906

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase is attributed to Developer contributions to the District to fund the construction project.

Key elements of the change in net position are reflected in the following table:

### CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

	2024	2023
Revenues:		
Program revenues		
Charges for services	\$ 666,433	\$ -
Operating grants and contributions	208,001	92,882
Capital grants and contributions	15,569,976	3,477,530
Total revenues	16,444,410	3,570,412
Expenses:		
General government	107,724	81,784
Maintenance and operations	48,093	-
Interest	872,973	123,489
Cost of issuance	417,446	556,233
Total expenses	1,446,236	761,506
Change in net position	14,998,174	2,808,906
Net position - beginning	2,808,906	-
Net position - ending	\$ 17,807,080	\$ 2,808,906

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024, was \$1,446,236. The costs of the District's activities were funded by program revenues, which are comprised primarily of Developer contributions, assessments and investment earnings. In total, expenses increased over the prior year. The majority of increase in expenses is attributed to an increase in interest expense.

## GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the year ended September 30, 2024.

## CAPITAL ASSETS AND DEBT ADMINISTRATION

### Capital Assets

At September 30, 2024, the District had \$29,921,913 invested in capital assets for its governmental activities. No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction. More detailed information about the District's capital assets is presented in the notes of the financial statements.

### Capital Debt

At September 30, 2024, the District had \$20,590,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District anticipates an increase in activity as the District is built out.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Twisted Oaks Pointe Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
CITY OF WILDWOOD, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2024**

	Governmental Activities
<b>ASSETS</b>	
Cash	\$ 7,334
Accounts receivable	1,681
Due from Developer	67,047
Restricted assets:	
Due from Developer	489,703
Investments	9,817,909
Capital assets:	
Nondepreciable	29,921,913
Total assets	<u>40,305,587</u>
<b>LIABILITIES</b>	
Accounts payable	72,437
Contracts & retainage payable	1,351,305
Developer advance	6,000
Accrued interest payable	506,515
Non-current liabilities:	
Due within one year	155,000
Due in more than one year	20,407,250
Total liabilities	<u>22,498,507</u>
<b>NET POSITION</b>	
Net investment in capital assets	15,769,561
Restricted for debt service	2,037,336
Unrestricted	183
Total net position	<u>\$ 17,807,080</u>

See notes to the financial statements

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
CITY OF WILDWOOD, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	
Primary government:					
Governmental activities:					
General government	\$ 107,724	\$ -	\$ 132,783	\$ -	\$ 25,059
Maintenance and operations	48,093	-	-	15,569,976	15,521,883
Interest on long-term debt	872,973	666,433	75,218	-	(131,322)
Cost of issuance	417,446	-	-	-	(417,446)
Total governmental activities	<u>1,446,236</u>	<u>666,433</u>	<u>208,001</u>	<u>15,569,976</u>	<u>14,998,174</u>
Change in net position					14,998,174
Net position - beginning					<u>2,808,906</u>
Net position - ending					<u><u>\$ 17,807,080</u></u>

See notes to the financial statements

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
CITY OF WILDWOOD, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2024**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
<b>ASSETS</b>				
Cash	\$ 7,334	\$ -	\$ -	\$ 7,334
Investments	-	2,410,790	7,407,119	9,817,909
Accounts receivable	-	-	1,681	1,681
Due from other funds	4,239	-	-	4,239
Due from Developer	67,047	133,061	356,642	556,750
Total assets	<u>\$ 78,620</u>	<u>\$ 2,543,851</u>	<u>\$ 7,765,442</u>	<u>\$ 10,387,913</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 72,437	\$ -	\$ -	\$ 72,437
Contracts & retainage payable	-	-	1,351,305	1,351,305
Due to other funds	-	-	4,239	4,239
Developer advance	6,000	-	-	6,000
Total liabilities	<u>78,437</u>	<u>-</u>	<u>1,355,544</u>	<u>1,433,981</u>
<b>Deferred inflows of resources:</b>				
Unavailable revenue - Developer	183	-	-	183
Total deferred inflows of resources	<u>183</u>	<u>-</u>	<u>-</u>	<u>183</u>
<b>FUND BALANCES</b>				
<b>Restricted for:</b>				
Debt service	-	2,543,851	-	2,543,851
Capital projects	-	-	6,409,898	6,409,898
Total fund balances	<u>-</u>	<u>2,543,851</u>	<u>6,409,898</u>	<u>8,953,749</u>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<u>\$ 78,620</u>	<u>\$ 2,543,851</u>	<u>\$ 7,765,442</u>	<u>\$ 10,387,913</u>

See notes to the financial statements

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
CITY OF WILDWOOD, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2024**

Fund balance - governmental funds \$ 8,953,749

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the assets of the government as a whole.

Capital assets, net	29,921,913	
Accumulated depreciation	<u>-</u>	29,921,913

Assets recorded in the governmental fund financial statements that are not available to pay for current-period expenditures are unavailable revenue in the governmental funds.

183

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(506,515)	
Bonds payable	<u>(20,562,250)</u>	<u>(21,068,765)</u>
Net position of governmental activities		<u><u>\$ 17,807,080</u></u>

See notes to the financial statements



**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
CITY OF WILDWOOD, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
<b>REVENUES</b>				
Assessments	\$ -	\$ 666,433	\$ -	\$ 666,433
Developer contributions	155,817	-	15,376,419	15,532,236
Interest	-	75,218	193,557	268,775
Total revenues	155,817	741,651	15,569,976	16,467,444
<b>EXPENDITURES</b>				
Current:				
General government	107,724	-	-	107,724
Maintenance	48,093	-	-	48,093
Debt service:				
Principal	-	85,000	-	85,000
Interest	-	489,724	-	489,724
Bond issuance costs	-	404,250	13,196	417,446
Capital outlay	-	-	19,581,527	19,581,527
Total expenditures	155,817	978,974	19,594,723	20,729,514
Excess (deficiency) of revenues over (under) expenditures	-	(237,323)	(4,024,747)	(4,262,070)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in (out)	-	(24,109)	24,109	-
Original issue discount	-	(21,287)	-	(21,287)
Bond proceeds	-	1,658,131	7,941,869	9,600,000
Total other financing sources (uses)	-	1,612,735	7,965,978	9,578,713
Net change in fund balances	-	1,375,412	3,941,231	5,316,643
Fund balances - beginning	-	1,168,439	2,468,667	3,637,106
Fund balances - ending	\$ -	\$ 2,543,851	\$ 6,409,898	\$ 8,953,749

See notes to the financial statements

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
CITY OF WILDWOOD, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Net change in fund balances - total governmental funds	\$ 5,316,643
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Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	19,581,527
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Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(9,600,000)
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Governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	21,287
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Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental fund financial statements.	183
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Certain revenues were unavailable for the governmental fund financial statements in the prior period. In the current fiscal year, these revenues were recorded in the governmental fund financial statements.	(23,217)
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Amortization of Bond discounts is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(223)
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Repayments of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	85,000
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The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	(383,026)
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Change in net position of governmental activities	<u>\$ 14,998,174</u>
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See notes to the financial statements

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
CITY OF WILDWOOD, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

Twisted Oaks Pointe Community Development District ("District") was established by Ordinance 02022-57 of the City Commission of the City of Wildwood, Florida, effective July 25, 2022, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The District's boundaries were amended to increase the size of the District by 100.113 acres by Ordinance 02023-38 by the City Commission of the City of Wildwood, Florida, effective July 25, 2023. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2024, certain Board members are affiliated with KL Twisted Oaks, LLC (the "Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### **Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

### **Capital Projects Fund**

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity**

#### **Restricted Assets**

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### **Deposits and Investments**

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### **Prepaid Items**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### **Capital Assets**

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

#### **Unearned Revenue**

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### **Long-Term Obligations**

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are reported as an expense in the year incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### **Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### **Fund Equity/Net Position**

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

#### **Fund Equity/Net Position (Continued)**

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Other Disclosures**

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**NOTE 3 – BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

**NOTE 4 – DEPOSITS AND INVESTMENTS**

**Deposits**

The District’s cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

**Investments**

The District’s investments were held as follows at September 30, 2024:

	Amortized Cost	Credit Risk	Maturities
Goldman Sachs Financial Square Government Fund	\$ 9,817,909	S&P AAAM	Weighted average of the fund portfolio: 39 days
	<u>\$ 9,817,909</u>		

*Credit risk* – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

*Concentration risk* – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

## NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

### Investments (Continued)

*Fair Value Measurement* – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

## NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2024 were as follows:

Fund	Transfer in	Transfer out
Debt service	\$ -	\$ 24,109
Capital projects	24,109	-
Total	\$ 24,109	\$ 24,109

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indentures.

## NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2024, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ 10,340,386	\$ 19,581,527	\$ -	\$ 29,921,913
Total capital assets, not being depreciated	10,340,386	19,581,527	-	29,921,913
 Governmental activities capital assets, net	 \$ 10,340,386	 \$ 19,581,527	 \$ -	 \$ 29,921,913

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$69.8 million and will be developed in phases. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities. During the current fiscal year, the District reimbursed the Developer \$690,283 using proceeds from the Series 2024 Assessment Area Three Bonds. In addition, the Developer has provided the District with \$15,532,236 in funding for the construction project during the current fiscal year, of which \$356,642 is receivable as of September 30, 2024.



## **NOTE 7 – LONG-TERM LIABILITIES**

### **Series 2023 Assessment Area One**

On May 17, 2023, the District issued \$6,020,000 of Special Assessment Bonds, Series 2023 Assessment Area One consisting of term bonds with due dates ranging from May 1, 2030 to May 1, 2053 and fixed interest rates ranging from 4.5% to 5.625%. The Bonds were issued to finance the acquisition and construction of certain improvements associated with Assessment Area One for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2024 through May 1, 2053.

The Bonds are subject to optional, mandatory and extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the debt service reserve requirement at September 30, 2024.

### **Series 2023 Assessment Area Two**

On September 27, 2023, the District issued \$5,055,000 of Special Assessment Bonds, Series 2023 Assessment Area Two consisting of term bonds with due dates ranging from May 1, 2030 to May 1, 2054 and fixed interest rates ranging from 5.125% to 6.125%. The Bonds were issued to finance the acquisition and construction of certain improvements associated with Assessment Area Two for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2025 through May 1, 2054.

The Bonds are subject to optional, mandatory and extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the debt service reserve requirement at September 30, 2024.

### **Series 2024 Assessment Area Three**

On April 18, 2024, the District issued \$9,600,000 of Special Assessment Bonds, Series 2024 Assessment Area Three consisting of term bonds with due dates ranging from May 1, 2031 to May 1, 2055 and fixed interest rates ranging from 4.8% to 6%. The Bonds were issued to finance the acquisition and construction of certain improvements associated with Assessment Area Three for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2026 through May 1, 2055.

The Bonds are subject to optional, mandatory and extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

## NOTE 7 – LONG-TERM LIABILITIES (Continued)

### Series 2024 Assessment Area Three (Continued)

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the debt service reserve requirement at September 30, 2024.

### Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2024, were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2023 Assessment Area 1	\$ 6,020,000	\$ -	\$ 85,000	\$ 5,935,000	\$ 90,000
Less: original issue discount	(6,686)	-	(223)	(6,463)	-
Series 2023 Assessment Area 2	5,055,000	-	-	5,055,000	65,000
Series 2024 Assessment Area 3	-	9,600,000	-	9,600,000	-
Less: original issue discount	-	(21,287)	-	(21,287)	-
Total	<u>\$ 11,068,314</u>	<u>\$ 9,578,713</u>	<u>\$ 84,777</u>	<u>\$ 20,562,250</u>	<u>\$ 155,000</u>

At September 30, 2024, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2025	\$ 155,000	\$ 1,195,657	\$ 1,350,657
2026	295,000	1,168,296	1,463,296
2027	305,000	1,154,194	1,459,194
2028	325,000	1,139,626	1,464,626
2029	340,000	1,124,098	1,464,098
2030-2034	1,985,000	5,344,555	7,329,555
2035-2039	2,625,000	4,727,363	7,352,363
2040-2044	3,460,000	3,901,938	7,361,938
2045-2049	4,635,000	2,776,994	7,411,994
2050-2054	5,805,000	1,228,919	7,033,919
2055	660,000	39,600	699,600
Total	<u>\$ 20,590,000</u>	<u>\$ 23,801,240</u>	<u>\$ 44,391,240</u>

## NOTE 8 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operation of the District. In connection with that agreement, Developer contributions to the general fund were \$155,817 which includes a receivable of \$67,047 as of September 30, 2024. See Note 6 for additional Developer transactions related to the construction projects.

The Developer owns a portion of land within the District; therefore, assessment revenues in the debt service funds include the assessments levied on those lots owned by the Developer.

## NOTE 9 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

#### **NOTE 10 – COMMITMENTS AND CONTINGENCIES**

As of September 30, 2024, the District had open contracts for various construction projects. The contracts totaled approximately \$33.2 million, of which approximately \$1.1 million was uncompleted at September 30, 2024.

#### **NOTE 11 – MANAGEMENT COMPANY**

The District has contracted with Wrathell, Hunt and Associates, LLC to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

#### **NOTE 12 – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
CITY OF WILDWOOD, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts		Variance with Final Budget - Positive (Negative)
	Original & Final	Actual Amounts	
REVENUES			
Developer Contribution	\$ 336,290	\$ 155,817	\$ (180,473)
Total revenues	<u>336,290</u>	<u>155,817</u>	<u>(180,473)</u>
EXPENDITURES			
Current:			
General government	102,290	107,724	(5,434)
Maintenance	234,000	48,093	185,907
Total expenditures	<u>336,290</u>	<u>155,817</u>	<u>180,473</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>
Fund balance - beginning		<u>-</u>	
Fund balance - ending		<u>\$ -</u>	

See notes to required supplementary information

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
CITY OF WILDWOOD, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the year ended September 30, 2024.

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
CITY OF WILDWOOD, FLORIDA  
OTHER INFORMATION – DATA ELEMENTS  
REQUIRED BY FL STATUTE 218.39(3)(C)  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024  
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	0
Employee compensation	\$0
Independent contractor compensation	\$66,773
Construction projects to begin on or after October 1; (>\$65K)	None
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - N/A Debt service - \$929.96 - \$1,729.73
Special assessments collected	\$666,433
Outstanding Bonds:	\$20,590,000



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Twisted Oaks Pointe Community Development District  
City of Wildwood, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Twisted Oaks Pointe Community Development District, City of Wildwood, Florida (the "District") as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 4, 2025.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 4, 2025





**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Twisted Oaks Pointe Community Development District  
City of Wildwood, Florida

We have examined Twisted Oaks Pointe Community Development District, City of Wildwood, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Twisted Oaks Pointe Community Development District, City of Wildwood, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 4, 2025



**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors  
Twisted Oaks Pointe Community Development District  
City of Wildwood, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of Twisted Oaks Pointe Community Development District, City of Wildwood, Florida ("District") as of and for the year ended September 30, 2024, and have issued our report thereon dated June 4, 2025.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 4, 2025, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Twisted Oaks Pointe Community Development District, City of Wildwood, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Twisted Oaks Pointe Community Development District, City of Wildwood, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 4, 2025

## **REPORT TO MANAGEMENT**

### **I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS**

None

### **II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS**

None

### **III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2023.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the year ended September 30, 2024.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2024. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **8A**

**RESOLUTION 2025-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

**WHEREAS**, the District's Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2024;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT;**

1. The Audited Annual Financial Report for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

**PASSED AND ADOPTED** this 14th day of July, 2025.

ATTEST:

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**

**RESOLUTION 2025-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Twisted Oaks Pointe Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

**WHEREAS**, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 14th day of July, 2025.

ATTEST:

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**EXHIBIT "A"**

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>The Villages Public Library at Pinellas Plaza 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2025	Regular Meeting	11:30 AM
November 10, 2025	Regular Meeting	11:30 AM
December 8, 2025	Regular Meeting	11:30 AM
January 12, 2026	Regular Meeting	11:30 AM
February 9, 2026	Regular Meeting	11:30 AM
March 9, 2026	Regular Meeting	11:30 AM
April 13, 2026	Regular Meeting	11:30 AM
May 11, 2026	Regular Meeting	11:30 AM
June 8, 2026	Regular Meeting	11:30 AM
July 13, 2026	Regular Meeting	11:30 AM
August 10, 2026	Regular Meeting	11:30 AM
September 14, 2026	Regular Meeting	11:30 AM



# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS A**

This instrument was prepared by:

Jere Earlywine  
Kutak Rock LLP  
107 W. College Ave.  
Tallahassee, Florida 32301

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**COST SHARE AGREEMENT**  
**(PARCEL C-2A)**

**THIS COST SHARE AGREEMENT (“Agreement”)** is made and entered into, by and between the following parties, and shall be effective upon full execution of this Agreement:

**Twisted Oaks Pointe Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road #410w, Boca Raton, Florida 33431 (**“District”**); and

**Dollar Tree Stores, Inc.**, a Virginia corporation, and whose address is 500 Volvo Parkway, Chesapeake, Virginia 23320 (**“Landowner”**).

**RECITALS**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (**“Act”**), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Landowner presently owns certain lands described in **Exhibit A** (together, **“Property”**), which Property is intended to be developed into a commercial parcel; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, and to operate and maintain such improvements and facilities; and

**WHEREAS**, the District’s capital improvement plan includes certain offsite improvements (**“Improvements”**), including roadways, hardscape/lighting/landscape/irrigation improvements, and stormwater and conservation improvements that benefit the Property, as shown in **Exhibit B**; and

**WHEREAS**, for efficiency, the District and the Landowner desire for the District to undertake the operation and maintenance of the Improvements, and the Landowner has agreed to pay for its share of the maintenance costs, as set forth herein;

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Landowner agrees as follows:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

**2. OPERATION AND MAINTENANCE OF IMPROVEMENTS.** The District and the Landowner acknowledge and agree that:

- A.** The District shall be responsible for the operation, maintenance, repair and replacement of the Improvements upon transfer to, and acceptance by, the District from the Landowner.
- B.** To fund the costs associated with the Improvements, the parties agree that the Landowner shall be responsible for certain shared expenses ("**Shared Expenses**") incurred by the District and necessary for the operation, maintenance, repair and replacement of the Improvements.
- C.** In connection with the District's annual budget process which begins prior to June 15 of each year and ends no later than September 30 of each year, the District will post its proposed budget on the District's web-site in accordance with law, showing the proposed budgeted costs for the Shared Expenses (as defined herein) for the upcoming District fiscal year, which begins October 1.
- D.** The parties agree that the Shared Expenses shall equal \$2,977 for the District's Fiscal Year 2025/2026 (beginning October 1, 2025), and may be increased by the District up to five percent (5%) for each subsequent District fiscal year (collectively, the "**Shared Expenses Cap**"); provided however that the Shared Expenses Cap shall not apply to capital repair/replacement projects (whether caused by emergency circumstances and/or through ordinary wear and tear over time) that are part of the Shared Expenses, and undertaken by the District in order to repair and/or replace the Improvements.
- E.** The Landowner shall pay its share of the Shared Expenses to the District each District fiscal year, and within thirty (30) days of written notice from the District. In the event that a payment is not timely made, the District shall be entitled to additionally recover interest and penalties in the amount of two percent (2%) per month, plus all costs of collection and enforcement, including attorney's fees and costs.
- F.** This Agreement is intended to create a contractual lien in favor of the District and for the Property to serve as the security for the payment of Shared Expenses.
- G.** **THIS AGREEMENT IS INTENDED TO BE PERPETUAL. TO THE EXTENT THAT FLORIDA'S MARKETABLE RECORD TITLE ACT, SECTIONS 712.001, FLORIDA STATUTES, ET SEQ. ("MRTA"), IS APPLICABLE TO THIS AGREEMENT, THE PARTIES AGREE THAT EITHER PARTY MAY (IF NECESSARY TO ADDRESS MRTA) RENEW THIS AGREEMENT UNILATERALLY BY FILING NOTICE(S) PURSUANT TO SECTION 712.05, FLORIDA STATUTES.**
- H.** All of the rights and privileges granted hereby shall be and remain in effect in perpetuity and may not be subject to a termination or forfeiture except as may

be terminated by written instrument executed by Landowner and the District, and recorded in the Public Records of the County.

**3. DEFAULT.** A default by a party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to ten (10) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

**4. ATTORNEYS' FEES AND COSTS.** In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**5. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.

**6. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. 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. Counsel for the parties may deliver Notice on behalf of the party represented. 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 herein.

**7. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of 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.

**8. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

**9. ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the Landowner and its successors and assigns as to the Property or portions

thereof.

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

**11. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the county in which the District is located.

**12. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**13. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

**14. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**15. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR COST SHARE AGREEMENT – TWISTED OAKS POINTE CDD]

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESS

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]  
Name: Joshua Diaz  
Address: 1576 Bella Cruz Dr.  
The Villages, FL 32159

By: [Signature]  
Name: Stephanie Vaughn  
Title: Vice Chairperson

By: [Signature]  
Name: Leonard Seepersad  
Address: 1576 Bella Cruz Dr  
The Villages FL 32159

STATE OF Florida  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of June, 2025, by Stephanie Renee, **Vice Chairperson**, of **TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced FL Driver License as identification.

[Signature]  
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Andrea Cortez-Reyes  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



ANDREA CORTEZ-REYES  
Notary Public  
State of Florida  
Comm# HH190026  
Expires 10/21/2025

[SIGNATURE PAGE FOR COST SHARE AGREEMENT – TWISTED OAKS POINTE CDD]

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**WITNESS**

**DOLLAR TREE STORES, INC.,** a Virginia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of KL DOLLAR TREE STORES, INC., who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)

**EXHIBIT A:      LEGAL DESCRIPTION OF COMMERCIAL PROPERTY**  
**EXHIBIT B:      LEGAL DESCRIPTION OF IMPROVEMENTS**

**EXHIBIT A:      LEGAL DESCRIPTION OF COMMERCIAL PROPERTY**

The Land is described as follows:

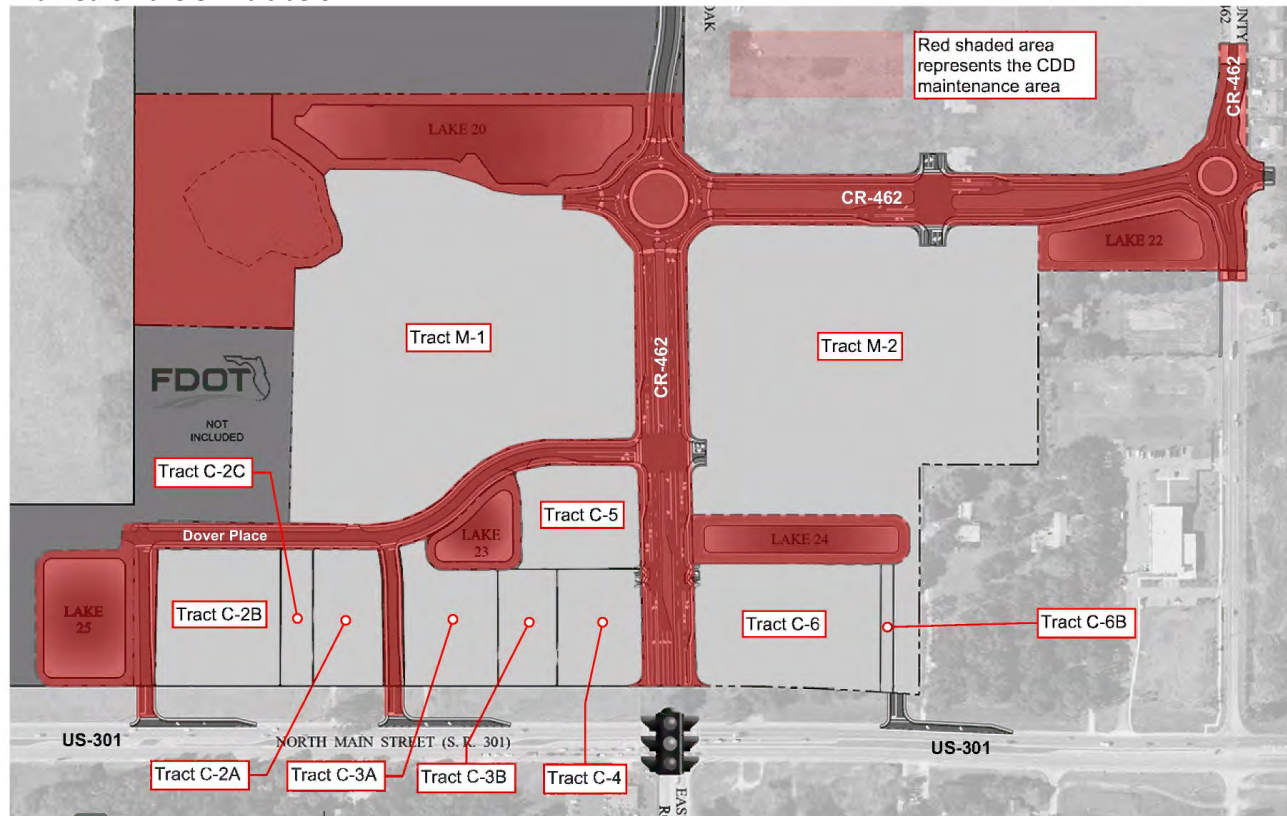
A portion of Tract C-2A, Twisted Oaks, as recorded in Plat Book 21, Pages 18 through 18T, of the public records of Sumter County, Florida being a Parcel of land lying in Section 31, Township 18 South, Range 23 East, Sumter County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of Tract C-2A, of said Twisted Oaks; thence along the West boundary of said Tract RD-3, of said Twisted Oaks, S.00°00'04"E., a distance of 143.29 feet; thence N.89°59'39"W., a distance of 329.66 feet to a point on the East boundary of Tract R-1B, of said Twisted Oaks; thence along said East boundary run the following Two (2) courses: 1) N.00°09'52"E., a distance of 110.19 feet; 2) thence Northerly, 19.37 feet along the arc of a tangent curve to the left having a radius of 330.00 feet and a central angle of 03°21'49" (chord bearing N.01°31'03"W., 19.37 feet) to the Northwest corner of said Tract C-2A; thence along the South boundary of said Tract R-1B run the following Two (2) courses: 1) thence Easterly, 92.02 feet along the arc of a non-tangent curve to the right having a radius of 475.00 feet and a central angle of 11°05'57" (chord bearing N.83°36'45"E., 91.87 feet); 2) N.89°09'43"E., a distance of 238.58 feet to the POINT OF BEGINNING.



## EXHIBIT B: DESCRIPTION OF IMPROVEMENTS

All landscape, hardscape, irrigation, lighting, roadway, and stormwater improvements within the areas marked on the exhibit below:



# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS Bla**

**CHANGE ORDER NO. 12**Date of Issuance: July 10, 2024 Effective Date: \_\_\_\_\_

Project: <b>Twisted Oaks Pointe</b>	District: <b>Twisted Oaks Pointe Community Development District</b>	District's Contract No.:
Contract: <b>Twisted Oaks Pointe Project – Phase 1 Infrastructure</b>		Date of Contract: <b>April 27, 2023</b> <b>Assigned to District on June 21, 2023</b>
Contractor: <b>Hughes Brothers Construction Inc.</b>		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: pond 22 revision

Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$9,602,520.95**

Increase/Decrease from prior Change Orders:

**\$1,089,771.78**

Contract Price prior to this Change Order:

**\$10,692,292.73**

Increase/Decrease of this Change Order:

**\$46,856.50**

Contract Price incorporating this Change Order:

**\$10,739,149.23****CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

**RECOMMENDED BY:****MORRIS ENGINEERING &  
CONSULTING LLC**

By: \_\_\_\_\_

Title: District EngineerDate: 7/10/24**ACCEPTED:****TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Title: Sr. Land Dev. Mgr.Date: 07/11/2024**ACCEPTED:****HUGHES BROTHERS CONSTRUCTION  
INC.**

By: \_\_\_\_\_

Title: PresidentDate: 7/10/24

**Twisted Oaks PH1 Infrastructure  
Change Order #12**

**PROJECT:** Twisted Oaks PH1 Infrastructure  
**DATE:** 6/12/2024  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830



**DIRECTED TO:** Twisted Oaks Pointe Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>POND 22 REVISION</b>				
New	Additional Survey Layout	1.00	LS	\$ 3,000.00	\$ 3,000.00
New	Superintendent	10.00	HR	\$ 51.55	\$ 515.50
New	336 Pipe Crew Labor (Storm Removal)	20.00	HR	\$ 329.11	\$ 6,582.20
New	D3 Dozer w/ Operator	60.00	HR	\$ 202.94	\$ 12,176.40
New	Mini w/ Operator	40.00	HR	\$ 132.00	\$ 5,280.00
New	930K Loader w/ Operator	20.00	HR	\$ 125.40	\$ 2,508.00
New	24" ADS	112.00	LF	\$ 71.20	\$ 7,974.40
New	24" MES	2.00	EA	\$ 1,935.00	\$ 3,870.00
New	Additional Sod Pond Slopes	1,000.00	SY	\$ 3.45	\$ 3,450.00
New	Additional Seed Mulch Pond Bottom	1.00	LS	\$ 1,500.00	\$ 1,500.00
	<b>SUBTOTAL POND 22 REVISION</b>				<b>\$ 46,856.50</b>
	<b>TOTAL CHANGE ORDER #12</b>				<b>\$ 46,856.50</b>

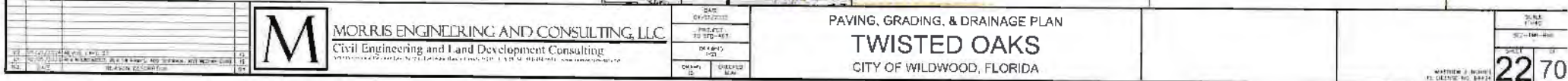
**Note:** This CO includes Pond 22 Revision dated 05/21/24

**APPROVED BY:**

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS Bib**

**CHANGE ORDER NO. 13**Date of Issuance: August 6, 2024 Effective Date: \_\_\_\_\_

Project: <b>Twisted Oaks Pointe</b>	District: <b>Twisted Oaks Pointe Community Development District</b>	District's Contract No.:
Contract: <b>Twisted Oaks Pointe Project – Phase 1 Infrastructure</b>	Date of Contract: <b>April 27, 2023</b> <b>Assigned to District on June 21, 2023</b>	
Contractor: <b>Hughes Brothers Construction Inc.</b>	Architect's/Engineer's Project No.:	

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: root raking rocksAttachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$9,602,520.95**

Increase/Decrease from prior Change Orders:

**\$1,136,628.28**

Contract Price prior to this Change Order:

**\$10,793,149.23**

Increase/Decrease of this Change Order:

**\$34,101.90**

Contract Price incorporating this Change Order:

**\$10,773,251.13****CHANGE IN CONTRACT TIMES:**Original Contract      Working days      Calendar days  
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
**MORRIS ENGINEERING &  
CONSULTING LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED:  
**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION  
INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Twisted Oaks PH1 Infrastructure Change Order #13

**PROJECT:** Twisted Oaks PH1 Infrastructure  
**DATE:** 7/23/2024  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 948 Walker Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830

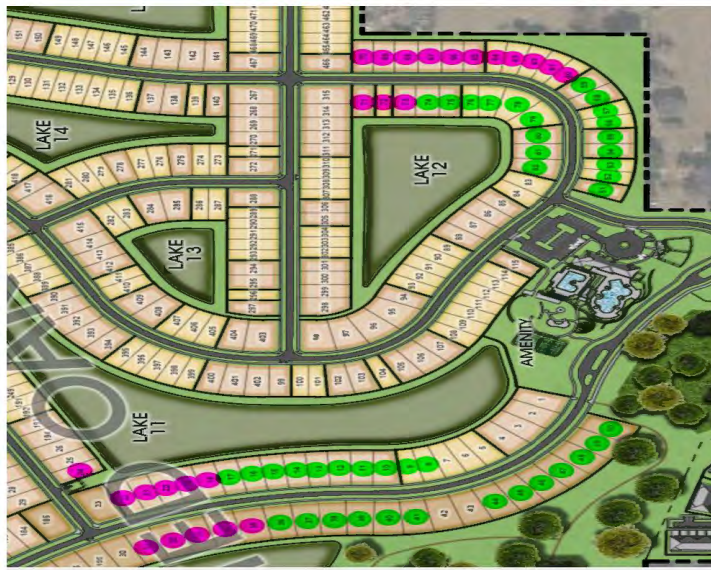


**DIRECTED TO:** Twisted Oaks Pointe Community Development District  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>MISCELLANEOUS</b>				
New	Root Raking Lots (List Below) - Service Crews	25.00	EA	\$ 1,095.00	\$ 27,375.00
New	Fence Clearing PH1 North Perimeter	1.00	LS	\$ 6,726.90	\$ 6,726.90
	<b>SUBTOTAL MISCELLANEOUS</b>				<b>\$ 34,101.90</b>
	<b>TOTAL CHANGE ORDER #13</b>				<b>\$ 34,101.90</b>

**Note:** This CO includes root raking rocks in Twisted Oaks PH1 Lots in **PURPLE** below. Excludes re-stabilization. Also includes fence clearing per request.



Twisted Oaks PH1 Lot Undercutting List 07.22.2024	
Lot #	Delivery Date
60	17-Jul
61	17-Jul
73	22-Jul
18	25-Jul
19	25-Jul
35	26-Jul
34	26-Jul
71	29-Jul
65	29-Jul
20	August
21	August
22	August
24	August
31	August
32	August
33	August
62	August
63	August
64	August
66	August
67	August
68	August
69	August
70	August
72	August

**APPROVED BY:**

Owner's Representative

Printed Name

Date



# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS B1c**

**CHANGE ORDER NO. 17**Date of Issuance: January 7, 2025 Effective Date: \_\_\_\_\_

Project: <b>Twisted Oaks Pointe</b>	District: <b>Twisted Oaks Pointe Community Development District</b>	District's Contract No.:
Contract: <b>Twisted Oaks Pointe Project – Phase 1 Infrastructure</b>		Date of Contract: <b>April 27, 2023</b> <b>Assigned to District on June 21, 2023</b>
Contractor: <b>Hughes Brothers Construction Inc.</b>		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: root raking rocksAttachments: See attached Exhibit A**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$9,602,520.95**

Increase/Decrease from prior Change Orders:

**\$1,337,479.18**

Contract Price prior to this Change Order:

**\$10,940,000.13**

Increase/Decrease of this Change Order:

**\$33,710.45**

Contract Price incorporating this Change Order:

**\$10,973,710.58****CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
**MORRIS ENGINEERING &  
CONSULTING LLC**

By: \_\_\_\_\_

Title: DISTRICT ENGINEERDate: 1/8/25ACCEPTED:  
**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Title: chairDate: 1/8/2025ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION  
INC.**

By: \_\_\_\_\_

Title: PRESIDENTDate: 1/7/25

PROJECT:

DATE:

CONTRACTOR:

Twisted Oaks PH1 Infrastructure  
12/19/2024  
Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830



DIRECTED TO:

Twisted Oaks Pointe Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

ATTN:

Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MISCELLANEOUS				
New	Root Raking Lots (List Below) - Service Crews	29.00	EA	\$ 1,095.00	\$ 31,755.00
New	Carport Removal & Relocation	1.00	LS	\$ 1,955.45	\$ 1,955.45
	SUBTOTAL MISCELLANEOUS				\$ 33,710.45
	TOTAL CHANGE ORDER #17				\$ 33,710.45

**Note:** This CO includes root raking rocks in Twisted Oaks PH1 Lots in **PURPLE** below. Excludes re-stabilization. Also includes carport removal and relocation as requested.



APPROVED BY:

Owner's Representative

Printed Name

Date

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS Bid**

**CHANGE ORDER NO. 9**Date of Issuance: August 6, 2024 Effective Date: \_\_\_\_\_

Project: <b>Twisted Oaks Pointe</b>	District: <b>Twisted Oaks Pointe Community Development District</b>	District's Contract No.:
Contract: <b>Twisted Oaks Pointe Project – Highfields Mass Grading</b>		Date of Contract: <b>May 17, 2023</b> <b>Assigned to District on August 24, 2023</b>
Contractor: <b>Hughes Brothers Construction Inc.</b>		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **digging and grading wall in Phase 3**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$3,330,968.70**

Increase/Decrease from prior Change Orders:

**\$755,091.00**

Contract Price prior to this Change Order:

**\$4,086,059.42**

Increase/Decrease of this Change Order:

**\$13,018.60**

Contract Price incorporating this Change Order:

**\$4,099,078.02****CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
**MORRIS ENGINEERING &  
CONSULTING LLC**

By: \_\_\_\_\_

Title: DISTRICT ENGINEERDate: 8/6/24ACCEPTED:  
**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Title: Vice ChairDate: 8/7/24ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION  
INC.**

By: \_\_\_\_\_

Title: PresidentDate: 8/6/24

Highfield Mass Grade  
Change Order #9

**PROJECT:** Highfield Mass Grade  
**DATE:** 7/23/2024  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830



**DIRECTED TO:** Twisted Oaks Pointe Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>EARTHWORK</b>				
New	Survey Layout	1.00	LS	\$ 2,200.00	\$ 2,200.00
New	PH3 Wall Digging & Backfill	1.00	LS	\$ 10,818.60	\$ 10,818.60
	<b>SUBTOTAL EARTHWORK</b>				<b>\$ 13,018.60</b>
	<b>TOTAL CHANGE ORDER #9</b>				<b>\$ 13,018.60</b>

**Notes:** This CO includes digging and grading wall in Phase 3 that was on hold for construction.

**APPROVED BY:**

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS**

**Ble**

**CHANGE ORDER NO. 10**

Date of Issuance: **October 22, 2024** Effective Date: \_\_\_\_\_

Project: <b>Twisted Oaks Pointe</b>	District: <b>Twisted Oaks Pointe Community Development District</b>	District's Contract No.: _____
Contract: <b>Twisted Oaks Pointe Project – Highfields Mass Grading</b>		Date of Contract: <b>May 17, 2023</b> <b>Assigned to District on August 24, 2023</b>
Contractor: <b>Hughes Brothers Construction Inc.</b>		Architect's/Engineer's Project No.: _____

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **additional bond premium**

Attachments: **See attached Exhibit A**

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$3,330,968.70**

Increase/Decrease from prior Change Orders:

**\$768,109.00**

Contract Price prior to this Change Order:

**\$4,099,078.02**

Increase/Decrease of this Change Order:

**\$2,948.95**

Contract Price incorporating this Change Order:

**\$4,102,026.97**

**CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days  
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders  
No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
**MORRIS ENGINEERING & CONSULTING LLC**

By: \_\_\_\_\_

Title: **DISTRICT ENGINEER**

Date: **10/22/24**

ACCEPTED:  
**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Title: **Chair**

Date: **10/22/2024**

ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION INC.**

By: \_\_\_\_\_

Title: **President**

Date: **10/22/24**



**Highfield Mass Grade  
Change Order #10**

**PROJECT:** Highfield Mass Grade  
**DATE:** 10/7/2024  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830



**DIRECTED TO:** Twisted Oaks Pointe Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**ATTN:** Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>GENERAL CONDITIONS</b>				
New	P&P Bond Additional Premium	1.00	LS	\$ 2,948.95	\$ 2,948.95
	<b>SUBTOTAL GENERAL CONDITIONS</b>				<b>\$ 2,948.95</b>
	<b>TOTAL CHANGE ORDER #10</b>				<b>\$ 2,948.95</b>

**Notes:** This CO includes additional premium fees for the close out for the above bond due to increase in contract amount from when bond was issued.

**APPROVED BY:**

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**Owner's Representative**

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**Printed Name**

---

**Date**

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS Bif**

**CHANGE ORDER NO. 6**Date of Issuance: September 6, 2024 Effective Date: \_\_\_\_\_

Project: <b>Twisted Oaks Pointe</b>	District: <b>Twisted Oaks Pointe Community Development District</b>	District's Contract No.:
Contract: <b>Twisted Oaks Pointe Project – Highfields Phase 1</b>		Date of Contract: <b>July 10, 2023</b> Assigned to District on <b>August 24, 2023</b>
Contractor: <b>Hughes Brothers Construction Inc.</b>		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **landscaping & irrigation water meters as well as LS1 field grading revision and blower**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$3,373,336.20**

Increase/Decrease from prior Change Orders:

**(\$402,545.54)**

Contract Price prior to this Change Order:

**\$2,970,790.66**

Increase/Decrease of this Change Order:

**\$50,642.63**

Contract Price incorporating this Change Order:

**\$3,021,433.29****CHANGE IN CONTRACT TIMES:**

Original Contract Times: Working days Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_;

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
**MORRIS ENGINEERING &  
CONSULTING LLC**

By: \_\_\_\_\_

Title: DISTRICT ENGINEERDate: 9/6/24

ACCEPTED:

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Title: Vice-ChairDate: 9/6/24

ACCEPTED:

**HUGHES BROTHERS CONSTRUCTION  
INC.**

By: \_\_\_\_\_

Title: PresidentDate: 9/6/24John M. Curtis, Jr.  
I am approving this  
document  
2024-09-06 11:56:13 -04'00'

Highfield PH1  
Change Order #6

**PROJECT:** Highfield PH1 Infrastructure  
**DATE:** 8/20/2024  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830



**DIRECTED TO:** Twisted Oaks Pointe Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>LANDSCAPING &amp; IRRIGATION WATER METERS</b>				
New	COW Meter #704355 JUNE Reading (1093 Gal)	1.00	LS	\$ 3,791.84	\$ 3,791.84
New	COW Meter #888141 JUNE Reading (273 Gal)	1.00	LS	\$ 904.14	\$ 904.14
	<b>SUBTOTAL LANDSCAPING &amp; IRRIGATION WATER METERS</b>				<b>\$ 4,695.98</b>
	<b>SANITARY SEWER</b>				
1250	LS1 Field Grading Revision	1.00	LS	\$ 8,728.15	\$ 8,728.15
1250	LS1 Blower	1.00	EA	\$ 37,218.50	\$ 37,218.50
	<b>SUBTOTAL SANITARY SEWER</b>				<b>\$ 45,946.65</b>
	<b>TOTAL CHANGE ORDER #6</b>				<b>\$ 50,642.63</b>

**Note:** This CO includes landscaping & irrigation water meters as well as LS1 field grading revision and LS1 Blower that was excluded in bid.

**APPROVED BY:**

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS B1g**

**CHANGE ORDER NO. 11**Date of Issuance: January 7, 2025

Effective Date: \_\_\_\_\_

Project: **Twisted Oaks Pointe**District: **Twisted Oaks Pointe Community  
Development District**

District's Contract No.: \_\_\_\_\_

Contract: **Twisted Oaks Pointe Project – Highfields Phase 1**Date of Contract: **July 10, 2023**  
Assigned to District on **August 24, 2023**Contractor: **Hughes Brothers Construction Inc.**

Architect's/Engineer's Project No.: \_\_\_\_\_

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **landscaping and irrigation water meters**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$3,373,336.20**

Increase/Decrease from prior Change Orders:

**(\$309,520.91)**

Contract Price prior to this Change Order:

**\$3,063,815.29**

Increase/Decrease of this Change Order:

**\$37,191.84**

Contract Price incorporating this Change Order:

**\$3,101,007.13****CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
**MORRIS ENGINEERING &  
CONSULTING LLC**

By: \_\_\_\_\_

Title: DISTRICT GRADINGDate: 1/8/25ACCEPTED:  
**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Title: ChairDate: 1/8/2025ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION  
INC.**

By: \_\_\_\_\_

Title: PRESIDENTDate: 1/7/25

Highfield PH1  
Change Order #11

**PROJECT:** Highfield PH1 Infrastructure  
**DATE:** 12/19/2024  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830



**DIRECTED TO:** Twisted Oaks Pointe Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**ATTN:** Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	LANDSCAPING & IRRIGATION WATER METERS				
New	COW Meter #704355 OCTOBER Reading (1386 Gal)	1.00	LS	\$ 5,204.88	\$ 5,204.88
New	COW Meter #888141 SEPTEMBER & OCTOBER Reading (8943 Gal)	1.00	LS	\$ 31,986.96	\$ 31,986.96
	SUBTOTAL LANDSCAPING & IRRIGATION WATER METERS				\$ 37,191.84
	TOTAL CHANGE ORDER #11				\$ 37,191.84

**Note:** This CO includes landscaping & irrigation water meters.

**APPROVED BY:**

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS B1h**



**CHANGE ORDER NO. 3**Date of Issuance: August 6, 2024 Effective Date: \_\_\_\_\_

Project: <b>Twisted Oaks Pointe</b>	District: <b>Twisted Oaks Pointe Community Development District</b>	District's Contract No.:
Contract: <b>Twisted Oaks Pointe Project – Commercial Roadway</b>		Date of Contract: <b>August 28, 2023</b> <b>Assigned to District on September 22, 2023</b>
Contractor: <b>Hughes Brothers Construction Inc.</b>		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **mowing three times**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$562,636.25**

Increase/Decrease from prior Change Orders:

**(\$93,254.98)**

Contract Price prior to this Change Order:

**\$469,381.27**

Increase/Decrease of this Change Order:

**\$11,770.20**

Contract Price incorporating this Change Order:

**\$481,151.47****CHANGE IN CONTRACT TIMES:**Original Contract Working days Calendar days  
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
**MORRIS ENGINEERING &  
CONSULTING LLC**By: Title: **DISTRICT ENGINEER**Date: **8/6/24**ACCEPTED:  
**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**By: Title: **Vice Chair**Date: **8/7/24**ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION  
INC.**By: Title: **President**Date: **8/6/24**

**Twisted Oaks Commercial Roadway  
Change Order #3**

**PROJECT:** Twisted Oaks Commercial Roadway  
**DATE:** 7/23/2024  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830



**DIRECTED TO:** Twisted Oaks Pointe Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>MOWING</b>				
	<b>COMMERCIAL</b>				
New	Commercial Parcel Mowing	90.00	AC	\$ 59.80	\$ 5,382.00
New	Commercial Pond 23/24/25 Mowing	4.50	AC	\$ 130.00	\$ 585.00
	<b>SUBTOTAL COMMERCIAL</b>				<b>\$ 5,967.00</b>
	<b>MULTIFAMILY</b>				
New	MF #1 Parcel Mowing	42.00	AC	\$ 59.80	\$ 2,511.60
New	MF #1 Pond 22 Mowing	3.00	AC	\$ 130.00	\$ 390.00
New	MF #2 Parcel Mowing	42.00	AC	\$ 59.80	\$ 2,511.60
New	MF #2 Pond 21 Mowing	3.00	AC	\$ 130.00	\$ 390.00
	<b>SUBTOTAL MULTIFAMILY</b>				<b>\$ 5,803.20</b>
	<b>TOTAL CHANGE ORDER #3</b>				<b>\$ 11,770.20</b>

**Note:** This CO includes mowing the commercial and multi family areas 3 times to date.

- \* Includes mowing (Once a month)
- \* Includes mowing Twisted Oaks Commercial/Multifamily
- \* Includes the following mowing: Parcel (Pasture), Pond Slopes
- \* Excludes mowing pond bottoms
- \* Excludes fertilization or water maintenance

**APPROVED BY:**

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS Bli**

**CHANGE ORDER NO. 8**Date of Issuance: February 11, 2025 Effective Date: \_\_\_\_\_

Project: <b>Twisted Oaks Pointe</b>	District: <b>Twisted Oaks Pointe Community Development District</b>	District's Contract No.:
Contract: <b>Twisted Oaks Pointe Project – Commercial Roadway</b>		Date of Contract: <b>August 28, 2023</b> <b>Assigned to District on September 22, 2023</b>
Contractor: <b>Hughes Brothers Construction Inc.</b>		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **utility service install per plan dated 1/13/25**Attachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$562,636.25**

Increase/Decrease from prior Change Orders:

**(\$61,495.98)**

Contract Price prior to this Change Order:

**\$501,140.27**

Increase/Decrease of this Change Order:

**\$130,091.40**

Contract Price incorporating this Change Order:

**\$631,231.67****CHANGE IN CONTRACT TIMES:**

Original Contract

Working days

Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
**MORRIS ENGINEERING &  
CONSULTING LLC**By: Title: **District Engineer**Date: **2/11/25**ACCEPTED:  
**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**By: 

21AABD855FB74D4...

Title: **Chair**Date: **2/11/2025**ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION  
INC.**By: Title: **President**Date: **2/11/25**

# Twisted Oaks Commercial Roadway Change Order #8

**PROJECT:** Twisted Oaks Commercial Roadway  
**DATE:** 2/6/2025  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 948 Walker Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830



**DIRECTED TO:** Twisted Oaks Pointe Community Development District  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**ATTN:** Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>COMMERCIAL ROAD ADDED SERVICES C2 &amp; C5</b>				
	<b>ADDED SERVICES C2 &amp; C5</b>				
1000	Mobilization	1.00	LS	\$ 3,500.00	\$ 3,500.00
1010	Survey Layout	1.00	LS	\$ 4,500.00	\$ 4,500.00
1011	As-Builts	1.00	LS	\$ 1,200.00	\$ 1,200.00
1090	Demolition	1.00	LS	\$ 5,000.00	\$ 5,000.00
1160	Fine Grade Disturbed Areas	1.00	LS	\$ 8,210.00	\$ 8,210.00
1180	Open Cut Existing Roadway	2.00	EA	\$ 21,665.00	\$ 43,330.00
1220	8" x 6" Cut Into Existing	2.00	EA	\$ 2,995.00	\$ 5,990.00
1230	6" PVC Sewer	336.00	LF	\$ 34.65	\$ 11,642.40
1240	6" Cleanout	2.00	EA	\$ 965.00	\$ 1,930.00
1250	Fittings	1.00	LS	\$ 4,485.00	\$ 4,485.00
1260	Testing	336.00	LF	\$ 7.50	\$ 2,520.00
1280	Connect to Existing (TSV)	2.00	EA	\$ 7,245.00	\$ 14,490.00
1290	6" PVC Watermain	380.00	LF	\$ 34.30	\$ 13,034.00
1300	6" Gate Valve	2.00	EA	\$ 1,855.00	\$ 3,710.00
1310	Fittings	1.00	LS	\$ 2,695.00	\$ 2,695.00
1320	Temp Blow Off	2.00	EA	\$ 1,025.00	\$ 2,050.00
1330	Testing	380.00	LF	\$ 4.75	\$ 1,805.00
	<b>SUBTOTAL ADDED SERVICES C2 &amp; C5</b>				<b>\$ 130,091.40</b>
	<b>TOTAL CHANGE ORDER #8</b>				<b>\$ 130,091.40</b>

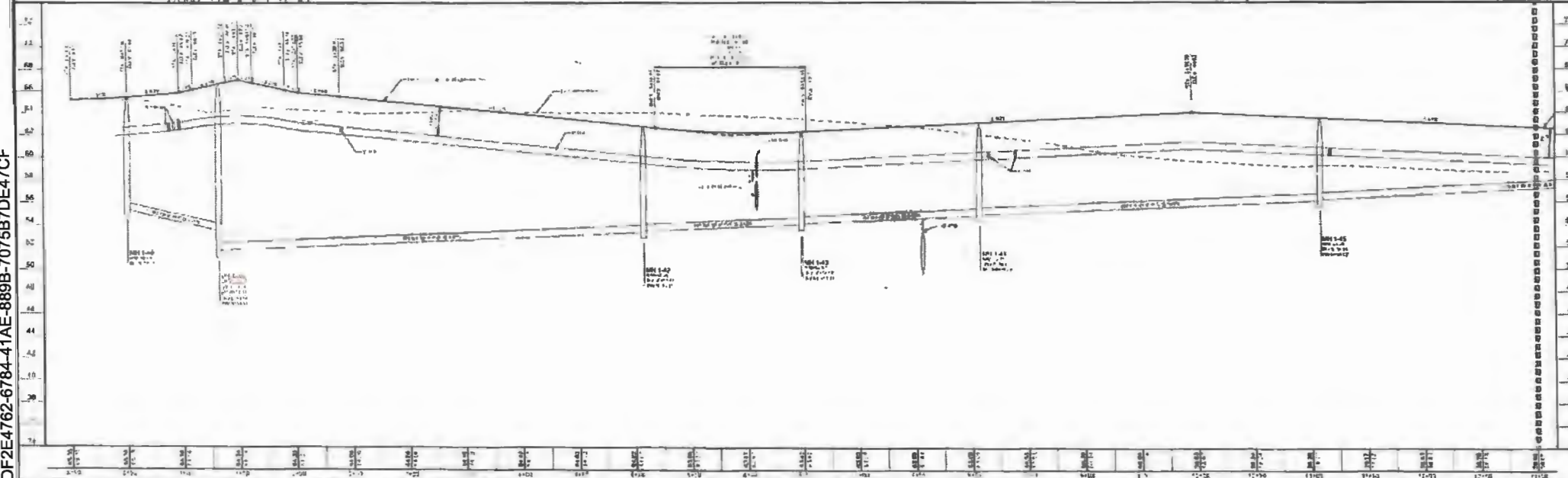
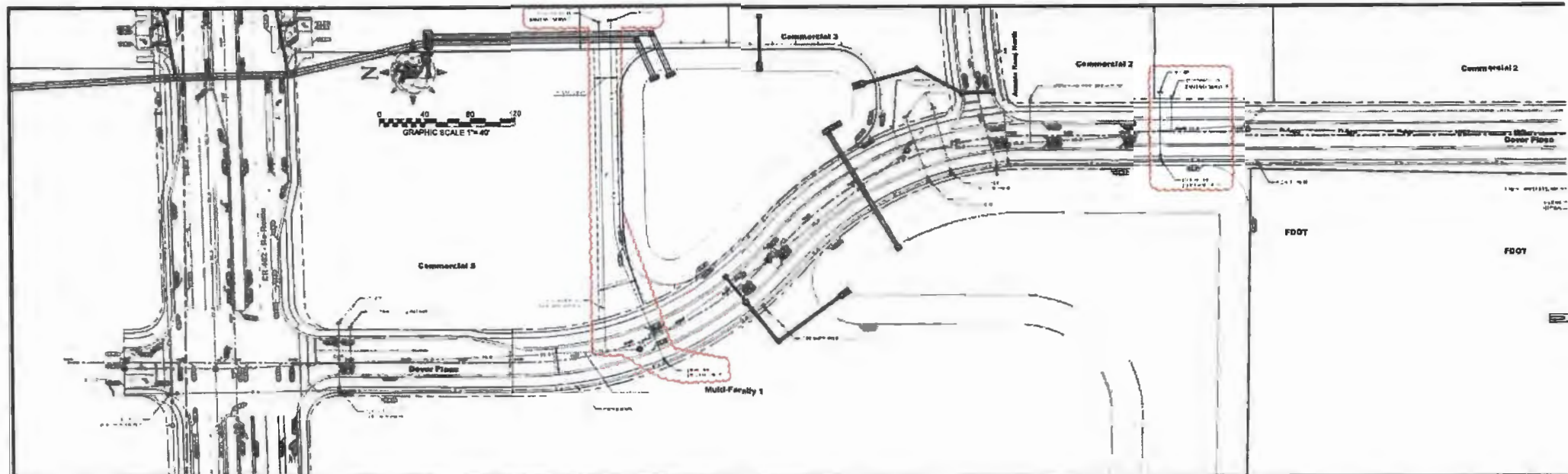
**Note:** This CO includes utility service install per plan dated 1/13/25 as attached.

**APPROVED BY:**

\_\_\_\_\_  
 Owner's Representative

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date



MORRIS ENGINEERING AND CONSULTING, LLC  
Civil Engineering and Land Development Consulting

PLAN & PROFILE - DOVER PLACE  
TWISTED OAKS  
CITY OF WILDWOOD, FLORIDA

5970

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS BII**

# KOLTERLAND

## Contractor Agreement

<b>Effective Date:</b>	February 21, 2023		
<b>Owner:</b>	<b>Full Legal Company Name:</b> KL Twisted Oaks LLC		
	<b>Address:</b> 14025 Riveredge Drive, Suite 175	<b>Phone:</b> 813-615-1244	
	<b>City:</b> Tampa	<b>Fax:</b> 813-615-1461	
	<b>State:</b> FL	<b>Zip:</b> 33637	<b>Email:</b> jcurtis@kolter.com
	<b>Authorized Representative:</b> John Curtis		<b>Cell Phone:</b> 352-281-1862
<b>Contractor:</b>	<b>Full Legal Company Name:</b> Hughes Brothers Construction, Inc.		
	Vendor Number: Click here to enter text.		
	Contractor State License No.: Click here to enter text.		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: 30-0715911		
	<b>Address:</b> 948 Walker Road	<b>Phone:</b> 352-399-6829	
	<b>City:</b> Wildwood	<b>Fax:</b> 352-399-6830	
	<b>State:</b> Florida	<b>Zip:</b> 34785	<b>Email:</b> Click here to enter text.
	<b>Authorized Representative:</b> Click here to enter text.		<b>Cell Phone:</b> Click here to enter text.
<b>Project:</b>	Twisted Oaks-Mass Grading		
<b>Project HOA Entity:</b>	<b>Full Legal Company Name:</b> Click here to enter text.		
<b>Project Location:</b>	<b>County:</b> Sumter	<b>State:</b> Florida	<b>Zip:</b> Click here to enter text.

**CONTRACTOR** shall comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to anti-bribery and anti-corruption, including without limitation the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010, each as amended (the “Relevant Requirements”). At any time when requested by the Owner, Contractor shall certify in writing that Contractor is and at all times has been in compliance with all Relevant Requirements. The Owner may terminate this Agreement immediately by giving written notice to Contract if Contractor is, or Owner reasonably suspects that Contractor, is not in compliance with the Relevant Requirements.

- Parties; Effective Date.** This Contractor Agreement (“Agreement”) is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. For the purposes of this Agreement, “Affiliate” means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition “control” (including, with correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the “Parties”.



Purpose of Agreement.

- 1.1 This Agreement sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the “Work”) to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the “Materials and Labor”) included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.
- 1.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. Agreement Documents.

- 2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b); Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the “Agreement Documents”). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Trade Specific Scope of Work; Exhibit B – General Conditions; Exhibit C – Site Safety Rules; Exhibit D – Emergency Action Plan; Exhibit E – Insurance Requirements;; Exhibit F – Partial Waiver & Release of Lien; and Exhibit G – Final Waiver & Release of Lien.
- 2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**

3. Ordering Process.

- 3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, “Specifications” includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.
- 3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner)

identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "**Contractor's Agents**"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead; and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "**Applicable Laws**"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply. Nothing herein shall be deemed to be a waiver or modification of the Owner's implied warranty of constructability of the Specifications and related documents and information for the Project.

- 3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 3.4 During the term of this Agreement, Owner may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("**Construction Schedule**"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- 3.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.
4. **Initiation of Work.**
- 4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.
- 4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. All permits required for Contractor to perform Work shall be paid for by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.

- 4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.
- 4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:
- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
  - (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
  - (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
  - (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
  - (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.
- 4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

## **5. Performance and Progress of Work.**

- 5.1 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised

Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

- 5.2 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- 5.3 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.
- 5.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.
- 5.5 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. Notwithstanding anything herein to the contrary, if Contractor's purchase of materials or equipment is delayed because of: (1) delayed commencement for any reason

whatsoever; (2) acts or omissions of the Owner or engineer; (3) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the Contract Time; (4) hazardous materials, concealed or unknown conditions; (5) delays pending dispute resolution or suspension of the Work by the Owner; (6) Force Majeure Events (as defined below); (7) or for any reason beyond the Contractor's control, the Owner shall modify the Contract increasing the Contract Sum in the amount commensurate with any actual, direct, and documented increase in material costs, dollar for dollar, because of such delays or events. The Contractor's fee shall not be increased because of such cost increases.

Notwithstanding anything in the Agreement to the contrary, the term "Force Majeure Event" means, without limitation, an act of God, fire, tornado, hurricane, flood, earthquake, explosion, war, act of terrorism, civil disturbance, labor strikes, an unusually severe storm, government shutdown or interference, pandemic, endemic, epidemic, or any other unavoidable casualty beyond the Contractor's control

The Contractor estimated the Contract Sum on the material costs at the time of negotiation and/or its submission of the bid/proposal. Because the Work may not commence immediately and the materials may not be ordered for months, the Contractor cannot predict or estimate increases in the cost of materials that may occur prior to commencement or during the progress of the Work. If the cost of materials for any scheduled item of Work increases, Contractor shall notify Owner and provide documentation supporting the price increase in materials, and the Owner shall modify the Contract increasing the Contract Sum in the amount commensurate with any actual, direct, and documented increase in material costs, dollar for dollar. The Contractor's fee shall not be increased because of such cost increases.

- 5.6 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. Subject to Section 5.5, the giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.
- 5.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.
- 5.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction

Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. Subject to Section 5.5, however, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

- (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

**5.9** Should Contractor fail to perform any of its obligations as provided in this Section 6, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

- (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$500.00 per day.
- (b) Should Contractor fail to perform as outlined in this section 6, the Liquidated Damage Amount shall be \$500.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

## **6. Receipt and Protection of Materials; Protection of Work.**

**6.1** If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.

**6.2** All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.

**6.3** Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.

6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.

6.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.

6.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

## **7. Quality, Inspection and Correction of Work.**

7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.

7.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.

7.3 Contractor shall promptly correct all Work which Owner, in its reasonable discretion, deems to be deficient or defective, and failing to conform to this Agreement and Contract, and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

## **8. Labor Matters.**

- 8.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.
- 8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.
- 9. General Environmental Compliance**
- 9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- 9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- 9.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.



- 9.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

**10. Storm Water Management.**

- 10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will develop an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.
- 10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.
- 10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.
- 10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all

times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

**10.5** Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.

**10.6** Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 10.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 10.1.

## **11. Liens/Waiver of Liens**

**11.1** Provided the Owner has paid Contractor on account of its Work, Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.

**11.2** Failure to comply with the requirements of Section 11.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed and the Costs thereof shall become immediately due and payable by Contractor to Owner.

**11.3** INTENTIONALLY OMITTED.

**11.4** If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper,

Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

- 11.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
- (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.
- (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

#### **Warranties; Warranty Work and Performance Standards.**

- 11.7 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all of this Agreement and Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 11.8 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 11.9 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 72 hours after notice to do so, or within 24 hours after notice in the event of any emergency. Owner, in its reasonable discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been

permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

**11.10** If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.

**12. Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.

**13. Relationship Management.**

**13.1** Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.

**13.2** Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.

**13.3** Contractor shall maintain electronic communications with Owner via e-mail. .

**13.4** Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.

**13.5** Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

**13.6** To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

**14. Goals, Continuous Improvement and Quality.**

**14.1** Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.

**14.2** Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.

**14.3** If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

**15. Prices and Payment.**

**15.1** Contractor will perform Work at the Work Prices. Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner.

**15.2** Owner shall designate the methodology for payment to Contractor.

- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof.
- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
- (c) The Owner is entitled to retain five percent (5%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contractor at the time of final payment.

- 15.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.
- 15.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 15.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 15.6 In the event Contractor fails to perform its Work in accordance with this Agreement, Owner shall, subject to the notice to cure and commence to cure provisions here, have the right to stop payments on account of affected Work only until such time as Owner can reasonably ascertain its damages and Costs resulting therefrom, at which time Owner is authorized to deduct all reasonable Costs related thereto from any monies owed Contractor under this Agreement. In no event shall Owner be entitled to withhold any undisputed payments due to Contractor, nor shall Contractor stop work on account of nonpayment of a disputed amount.
- 15.7 INTENTIONALLY OMITTED.
- 15.8 INTENTIONALLY OMITTED.
- 15.9 It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.
- 15.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 15.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 15.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set

forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.

- 15.13 Any and all claims for time or money must be presented to Owner, in writing, within 10 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 10 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 15.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 15.15 INTENTIONALLY OMITTED.
- 15.16 Contractor and Owner waive against the other any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits, and loss of bonding capacity.
16. **Inspections and Reviews.** Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.
17. **Indemnification.**

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship (including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made

against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

- 17.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 17.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 17.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

18. **Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days before starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.

18.1 Insurance and Indemnity of Contractor's Agent(s).

- (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
- (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver



shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

**18.2 Miscellaneous Insurance Provisions.**

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

**18.3 Compliance with this Section.**

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.

**19. Confidentiality.** During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

**20. Term and Termination.**

**20.1** This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

- 20.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.
- 20.3 Owner shall have the right to terminate this Agreement with or without cause, subject to the cure and commence to cure notices contemplated herein. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.
- 20.4 In the event that Owner terminates this Agreement for cause, Owner may, after giving Contractor notice of default and 48 hours within which to commence to cure, have the right to exercise any one or more of the following remedies:
- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
  - (b) Owner may deduct the costs of completing the remaining work from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;
  - (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, all direct damages, any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder, Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default;
  - (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
  - (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.

- 20.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 20.6 If Contractor neglects to perform the Work in accordance with the Agreement and fails within 48 hours from the date of written notice from Owner to commence to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- 20.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.
- 20.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.
21. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner or Contractor be liable to the other in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential (except that Contractor may be liable for liquidated damages hereunder), incidental or punitive damages, even if the other has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.
22. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
23. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
24. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
25. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release,

public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.

**26. General Terms.**

- 26.1** Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due. No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
- 26.2** Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 26.3** All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 26.4** The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 26.5** This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.
- 26.6** Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 26.7** Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 26.8** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 26.9** Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.

**26.10 Neither party may assign this Agreement**, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**26.11 FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**

**26.12 Choice of Law, Arbitration and Venue**

- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
- b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
- c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.
- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
- e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) **THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO**

A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.

- h) Discovery in any arbitration hereunder shall be limited to the following:
- i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
  - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
  - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
  - iv. The deposition of any experts that intend to testify at the arbitration hearing;
  - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
  - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
  - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

[Signature Page Follows]

**AGREED AND ACCEPTED:**

**Owner: KL Twisted Oaks LLC**

By:   
(signature)

Name: James P. Harvey  
(printed)

Title: Authorized Signatory

Date: 2-21-2023

**Contractor: Hughes Brothers Construction, Inc.**

By:   
(signature)

Name: Chad Hughes  
(printed)

Title: President

Date: 2-21-2023

**Exhibit A**

**TRADE SPECIFIC SCOPE OF WORK**

SEE ATTACHED BID



# Twisted Oaks MG



## Hughes Brothers Construction, Inc.

948 Walker Road

Wildwood, FL 34785

Contact: Hunter Carter

Phone: 352-399-6829

Fax: 352-399-6830

Quote To:

Kolter Land  
Attn: John Curtis  
(352) 284-0801

Phone:

Fax:

Date:

2/20/2023

Job Name:

Date of Plans:

Revision Date:

Twisted Oaks MG Option 1

02/03/2023

Rev #3 02/03/23

Bid # 2023-026

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	MOBILIZATION	1.00	LS	13,500.00	13,500.00
1010	NPDES MONITORING	1.00	LS	6,720.00	6,720.00
1020	CONSTRUCTION ENTRANCE	2.00	EA	4,200.00	8,400.00
1030	SURVEY CONSTRUCTION STAKING & AS-BUILTS	1.00	LS	61,600.00	61,600.00
1040	CLEARING, GRUBBING, SOIL STRIPPING	250.00	AC	1,420.00	355,000.00
1050	EXCAVATION/EMBANKMENT	465,291.00	CY	3.40	1,581,989.40
1060	STOCKPILE EXCESS FILL ONSITE	210,900.00	CY	3.60	759,240.00
1070	SITE DEWATERING	1.00	LS	201,500.00	201,500.00
1080	FINE GRADE DRA SIDESLOPE, SLOPES & SWALES	100,400.00	SY	0.65	65,260.00
1090	FINE GRADE DISTURBED AREAS	895,569.00	SY	0.60	537,341.40
1100	SOD DRA SIDESLOPES, SLOPES & SWALES	100,400.00	SY	3.00	301,200.00
1110	SEED DISTURBED AREAS	895,569.00	SY	0.35	313,449.15
1120	TREE/WETLAND PRESERVATION	1.00	LS	32,590.00	32,590.00
1130	SILT FENCE (ENTIRE SITE)	49,665.00	LF	2.00	99,330.00
1140	INLET PROTECTION	77.00	EA	85.00	6,545.00
1150	<b>TOTAL SITEWORK</b>				<b>4,343,664.95</b>
1160	15" ADS	50.00	LF	50.70	2,535.00
1170	18" ADS	1,250.00	LF	52.90	66,125.00
1180	24" ADS	4,915.00	LF	71.20	349,948.00
1190	30" ADS	1,430.00	LF	102.35	146,360.50
1200	36" ADS	1,910.00	LF	115.75	221,082.50
1210	42" ADS	960.00	LF	155.25	149,040.00
1220	48" ADS	2,210.00	LF	204.30	451,503.00
1230	60" ADS	600.00	LF	320.60	192,360.00
1240	3' X 4.5' BOX CULVERT	195.00	LF	1,190.00	232,050.00
1250	CURB INLET	22.00	EA	8,610.00	189,420.00
1260	DBI INLET	55.00	EA	6,755.00	371,525.00
1270	P MANHOLE	2.00	EA	5,860.00	11,720.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1280	J MANHOLE	2.00	EA	6,405.00	12,810.00
1290	CONTROL STRUCTURE	21.00	EA	10,835.00	227,535.00
1300	MES (18")	3.00	EA	1,375.00	4,125.00
1310	MES (24")	13.00	EA	1,935.00	25,155.00
1320	MES (30")	4.00	EA	3,725.00	14,900.00
1330	MES (36")	2.00	EA	4,635.00	9,270.00
1340	MES (42")	1.00	EA	7,400.00	7,400.00
1350	24" PIPE SUPPORT	1.00	EA	6,280.00	6,280.00
1360	48" PIPE SUPPORT	2.00	EA	10,355.00	20,710.00
1370	TESTING (ONE TIME)	13,325.00	LF	4.75	63,293.75
1380	<b>TOTAL STORM</b>				<b>2,775,147.75</b>
<b>GRAND TOTAL</b>					<b>\$7,118,812.70</b>

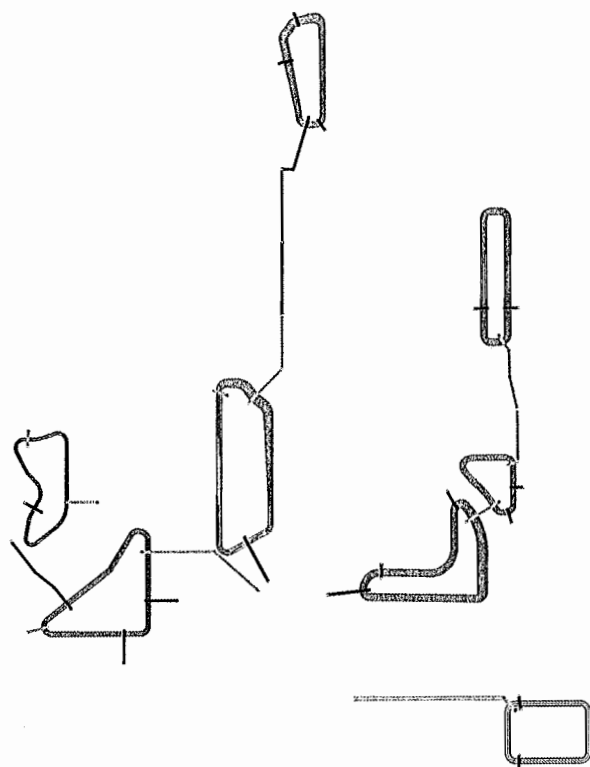
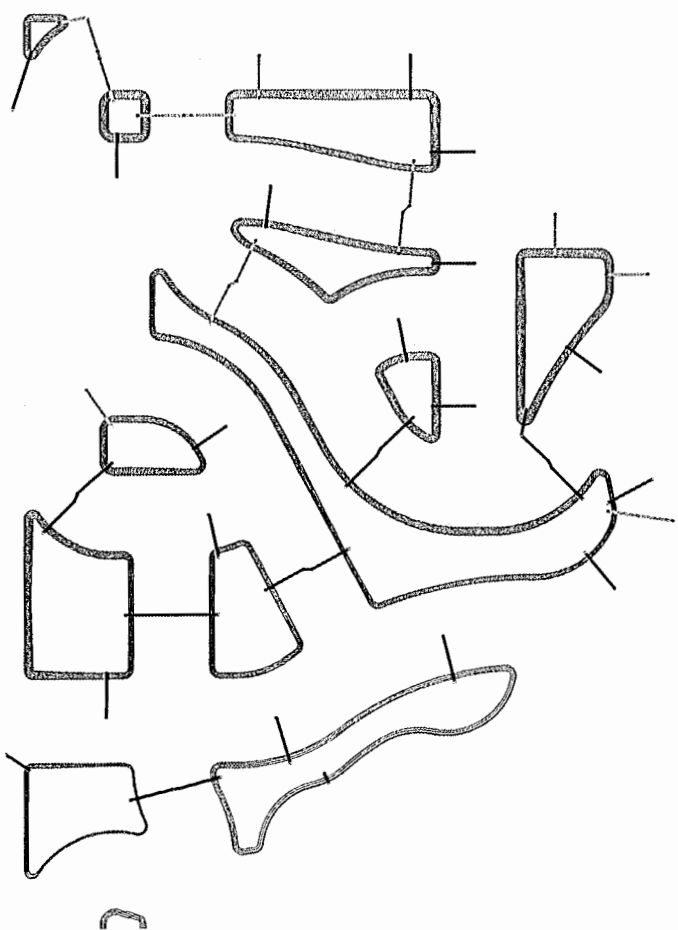
**NOTES:**

**Bid Qualifications:**

1. This proposal is valid no more than 15 days from bid due date.
2. Due to the current landscape of the utility market, all utility pricing is subject to change and will be priced at time of shipping.
3. This proposal is based on Engineered plans provided by Morris Engineering dated February 3rd, 2023 .
4. Proposal includes one mobilization. If additional mobilizations are required due to situations outside of HBC's control additional costs may occur.
5. Permits, bonds and fees are excluded.
6. Construction layout is included for HBC scope of work only, includes GPS File, Survey Control, Silt Fence Layout & Mass Grade As-Built. Other Survey excluded.
7. Certified as-builts included for HBC scope of work only. Record drawings are by others and excluded.
8. Density testing is excluded.
9. Clearing unit price is based upon open burning onsite. Pit burning and/or grinding is excluded.
10. Topo to be field verified before breaking ground.
11. Dewatering included for HBC scope of work only. Unforeseen circumstances such as springs, wells, extreme weather conditions, acts of God and any other conditions that were not readily apparent at time of proposal are excluded. Temporary holding ponds, settling basins, and chemical testing of discharge water are excluded.
12. Proposal is based on all on-site excavating materials being suitable for use in site fills. Undercut of House Pads, Roadways & DRA's is excluded.
13. Unsuitable, contaminated, muck, or hazardous material removal and/or replacement is excluded.
14. Heavy rock excavation/blasting not included.
15. Dust control included in earthwork operations consists of one water truck while earthwork crew is onsite. Additional dust control required in addition to one truck is excluded.
16. Retaining wall is excluded.
17. HBC is not responsible for the cleanup and/or disposal of waste generated by any subcontractor not contracted by HBC.
18. Proposal includes fine grading ROW one time only. Regrading due to utility installation not included within HBC's contract scope is excluded.
19. Sidewalk quantity included is for open tract areas only based upon attached exhibit. All other sidewalk is excluded. Bollards and concrete flatwork are excluded.
20. Sodding quantity included is based upon attached exhibit and includes pond slopes, site slopes 4:1 and greater, swales, etc . Any sodding beyond the limits of the attached exhibit is excluded.
21. Conduit crossings and telephone relocation are excluded.
22. Irrigation, landscaping, and hardscaping are excluded.
23. Well abandonment is excluded.
24. Reclaim is excluded.
25. This proposal is furnished as a complete scope of work as defined above and shall be contracted to HBC in its entirety. Individual line items shall not be removed without prior authorization of HBC. Items not defined in this proposal shall be considered excluded.
26. Payment terms shall be per the Contract agreement or no later than 30 days after issuance of HBC invoice.
27. Prices quoted are based on current FOB refinery prices for liquid asphalt and offroad diesel fuel is incorporated at a rate of

\$4.50 including taxes & fees. Due to the volatility of market pricing for these commodities, prices are not guaranteed and are therefore subject to adjustment during the duration of the contract. If the cost of these commodities increases by greater than 5% then the owner/contractor shall make adjustments to the contract based on the amount of actual, documented increases.

28. HBC warrants all installation and workmanship for the above-referenced project in accordance with the plans, specifications, and other relevant documents for a period of one year from date of final completion. This warranty excludes normal wear and tear, product abuse/misuse, material defects, alterations of any kind performed by persons other than HBC, and damage resulting from vandalism and acts of God.



Twisted Oaks Mass Grade  
Change Order #1

**PROJECT:** Twisted Oaks Mass Grade  
**DATE:** 3/14/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830



**DIRECTED TO:** Kolter Land  
14025 Riveredge Drive Suite 175  
Tampa FL 33637

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Earthwork</b>					
Well #1	2" Well Abandonment	1.00	EA	\$ 2,106.50	\$ 2,106.50
Well #2	8" Well Abandonment	1.00	EA	\$ 6,600.00	\$ 6,600.00
Well #3	8" Well Abandonment	1.00	EA	\$ 3,272.50	\$ 3,272.50
Well #4	4" Well Abandonment	1.00	EA	\$ 2,436.50	\$ 2,436.50
Well #5	4" Well Abandonment	1.00	EA	\$ 2,436.50	\$ 2,436.50
<b>Subtotal Earthwork</b>					<b>\$ 16,852.00</b>
<b>TOTAL</b>					<b>\$ 16,852.00</b>

Notes: This CO includes the abandonment of the existing 5 wells per SWFWMD requirements and plugging plan. Cost is estimated based upon measured depth and casing diameter. Any additional material required to plug over and above estimated quantities will be charged at unit rates of \$52/bag for Bentonite Chips and \$63/bag for Portland Cement.

**Existing Wells to be Abandoned: (See attached Exhibit)**

Well #1 - 2" w/ tank  
Well #2 - 8" (170 ft deep)  
Well #3 - 8" (90 ft deep)  
Well #4 - 4" w/ tank  
Well #5 - 4" w/ tank

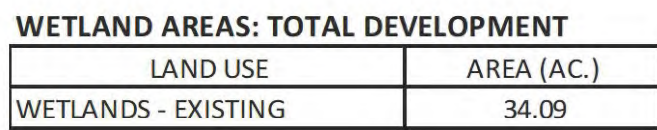
**APPROVED BY:**

\_\_\_\_\_  
Owner's Representative

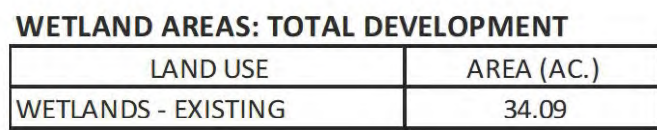
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Printed Name

\_\_\_\_\_  
Date





WETLAND AREAS: TOTAL DEVELOPMENT	
LAND USE	AREA (AC.)
WETLANDS - EXISTING	34.09



WETLAND AREAS: TOTAL DEVELOPMENT	
LAND USE	AREA (AC.)
WETLANDS - EXISTING	34.09

WETLAND AREAS: TOTAL DEVELOPMENT	
LAND USE	AREA (AC.)
WETLANDS - EXISTING	34.09

WETLAND AREAS: TOTAL DEVELOPMENT	
LAND USE	AREA (AC.)
WETLANDS - EXISTING	34.09

WETLAND AREAS: TOTAL DEVELOPMENT	
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WETLAND AREAS: TOTAL DEVELOPMENT	
LAND USE	AREA (AC.)
WETLANDS - EXISTING	34.09

WETLAND AREAS: TOTAL DEVELOPMENT	
LAND USE	AREA (AC.)
WETLANDS - EXISTING	34.09



## Exhibit B

### GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

#### 1. General.

- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("BMPs") (collectively "Site Requirements").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result in the discharge of



hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.
- F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.
- G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back

charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.

- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.
- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or

less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.

- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**
- O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
- a. Contractor's personnel shall not remove protective devices (if applicable).
  - b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.
- Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite

protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.

- R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
- S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
- T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.
- U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts.

Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.

- W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
- X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

## 2. Job Conduct.

- A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct

himself or herself in a proper manner, as determined by Owner, in its sole discretion.

- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:
- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
  - b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
  - c. Contractor will assist Owner in complying with the OSHA Regulations.
  - d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the

possible exposure to such chemicals, and deliver a material safety data sheet to Owner.

- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.
- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
  2. No loud radios, music, or unnecessary noise on the site.
  3. No distraction of fellow workers.
  4. No alcohol or drugs on the site.
  5. No weapons of any kind on the site.
  6. No profanity or discourteous conduct on the site.
  7. No horseplay or fighting on the site.
  8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
  9. No unauthorized vehicles or parking in any production area.
  10. No entry into an active blasting or barricaded area during active operations.
  11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.



## Exhibit C

### SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

- 7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.
- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

**Exhibit D**

**EMERGENCY ACTION PLAN**

## Exhibit E

### **INSURANCE REQUIREMENTS**

KL Twisted Oaks LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637  
Phone (813) 615-1244  
Fax (813) 615-1461

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement (“**Agreement**”) by and between Kolter (entity information) (“**Owner**”) and Contractor (all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a \$500 service credit may be applicable.

#### **Evidence of Insurance Required:**

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is \$50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (04 13) and CG2037 (04 13) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions (“SIR”) and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

(1) Kolter Group Acquisitions LLC, (2) KL Twisted Oaks LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG 2010 (04 13) or its equivalent) for the General Liability policy, see example attached. **BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSURED IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE.** The Additional Insured Endorsement must list your policy number and **MUST INCLUDE THE OWNER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSURED.**

#### **GENERAL LIABILITY**

The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

- (a) Premises or ongoing operations;

- (b) Products and completed operations, which shall:
  - i. cover materials designed, furnished and/or modified in any way by Contractor;
  - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
  - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") **cannot fulfill the requirement for CGL coverage** under the Agreement.

#### **AUTOMOBILE INSURANCE**

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

#### **(j) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Project HOA Entity (if applicable) and their Affiliates.

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).
- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

#### **UMBRELLA OR EXCESS INSURANCE**

If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

#### **~~PROFESSIONAL LIABILITY INSURANCE~~**

~~With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have \$2,000,000 each claim and a \$2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.~~

**26.13 CERTIFICATES OF INSURANCE.** Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

- (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
- (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
- (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
- (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"
- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG2010 (04 13) Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and CG2037 (04 13), or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG2037 (04 13), will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of

Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

- (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
  - (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
  - (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
  - (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
  - (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

**SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04**

POLICY NUMBER: (MUST BE FILLED IN)

COMMERCIAL GENERAL LIABILITY

**26.14** THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(I) ADDITIONAL INSURED – OWNERS, LESSEES OR

CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name of Person or Organization:

**26.15** Kolter Group Acquisitions LLC &

**26.16** KL Twisted Oaks LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**Exhibit F**  
**WAIVER AND RELEASE OF LIEN**  
**UPON PROGRESS PAYMENT**

KL Twisted Oaks LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

The undersigned lienor, in consideration of the sum of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through \_\_\_\_\_ (date) on the job of \_\_\_\_\_ for KL Twisted Oaks LLC.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

IN WITNESS WHEREOF, the undersigned has executed this Waiver and Release of Lien Upon Progress Payment (or caused the same to be executed in its name) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

HUGHES BROTHERS CONSTRUCTION, INC.

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

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

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

PRINT: \_\_\_\_\_

COMMISSION #: \_\_\_\_\_



**Exhibit G**  
**WAIVER AND RELEASE OF LIEN**  
**UPON FINAL PAYMENT**

KL Twisted Oaks LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

The undersigned lienor, in consideration of the final payment in the amount of \$\_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished on the job of \_\_\_\_\_ for KL Twisted Oaks LLC.

IN WITNESS WHEREOF, the undersigned has executed this Waiver and Release of Lien Upon Final Payment (or caused the same to be executed in its name) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

HUGHES BROTHERS CONSTRUCTION, INC.

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

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

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

PRINT: \_\_\_\_\_

COMMISSION #: \_\_\_\_\_

Twisted Oaks Mass Grade  
Change Order #1

**PROJECT:** Twisted Oaks Mass Grade A  
**DATE:** 5/19/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830



**DIRECTED TO:** KL Twisted Oaks LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>Storm</b>				
New	MG Storm Structure Revisions & Additions	1.00	LS	\$ 38,160.25	\$ 38,160.25
	<b>Subtotal Storm</b>				<b>\$ 38,160.25</b>
	<b>TOTAL CHANGE ORDER #1</b>				<b>\$ 38,160.25</b>

Note: This CO includes structure revision & additions from plans provided at bid (2-10-23) to the current (5-5-23) revisions.

APPROVED BY:

Owner's Representative

James P. Harvey

Printed Name

5-24-2023

Date

## SECOND ADDENDUM TO CONTRACT

This Second Addendum to Contract (the "**Second Addendum**") is made, entered into, and effective this 19th day of July, 2023 by and between KL Twisted Oaks LLC ("**Owner**"), and Hughes Brothers Construction, Inc. ("**Contractor**").

### WITNESSETH

**WHEREAS**, Owner and Contractor entered into that certain Contract with an Effective Date of February 21, 2023, (the "**Contract**"), pursuant to which Owner agreed to have Contractor perform Work on that certain real property located in Sumter County, Florida, as may have been amended from time to time; and

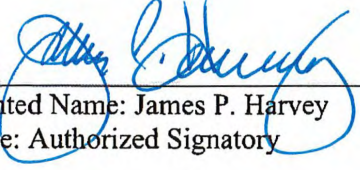
**WHEREAS**, Owner and Contractor wish to amend the Contract pursuant to the terms and conditions contained herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:


1. The above recitals are true and correct.
2. All capitalized terms found in the Contract shall have the same meaning when used in this Second Addendum. This Second Addendum may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.
3. Exhibit A of the Contract is hereby modified by modifying the original Exhibit A and adding to it in its entirety with the attached Second Addendum Exhibit A hereto.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Second Addendum to Contract as of the date first written above.

KL TWISTED OAKS LLC

By:   
Printed Name: James P. Harvey  
Title: Authorized Signatory

HUGHES BROTHERS CONSTRUCTION,  
INC.

By:   
Printed Name: Chad Hughes  
Title: President

**EXHIBIT "A"**

Twisted Oaks Mass Grade  
Change Order #2

**PROJECT:** Twisted Oaks Mass Grade A  
**DATE:** 5/24/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830



**DIRECTED TO:** KL Twisted Oaks LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	EARTHWORK				
	ROCK EXCAVATION & STOCKPILES				
New	Twisted Oaks MG Rock Excavation & Stockpiles	1.00	LS	\$ 95,614.00	\$ 95,614.00
	SUBTOTAL ROCK EXCAVATION & STOCKPILES				\$ 95,614.00
	TOTAL CHANGE ORDER #2				\$ 95,614.00

Note: This CO includes rock excavation & stockpiling to date 5/20/23 on Mass Grade earthwork operations.

APPROVED BY:

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

HUGHES BROTHERS CONSTRUCTION, INC.  
948 Walker Road  
Wildwood, FL 34785

**TWISTED OAKS MASS GRADE**

**Rock Removal Tracker (Stockpile)**

Dates	Operator	323 Excavator	Operator	Offroad 40 Ton	Operator	Offroad 40 Ton	
4/13/2023	2	2	2	2	2	2	Actual
4/18/2023	8	8	2	2	2	2	Actual
4/19/2023	10	10					Actual
4/20/2023	2	2	2	2	2	2	Actual
4/21/2023	8.25	8.25	8.25	8.25	8.25	8.25	Actual
4/22/2023	8	8	8	8	8	8	Actual
4/24/2023	3	3	1	1			Actual
4/25/2023	4	4	4	4			Actual
4/29/2023	3	3	3	3			Actual
5/6/2023	8	8	8	8			Actual
5/13/2023	8	8	8	8	8	8	Actual
5/15/2023	10.25	10.25	10.25	10.25	10.25	10.25	Actual
5/16/2023	10	10	10	10	10	10	Actual
5/18/2023	10	10					Actual
5/19/2023	7	7	7	7	7	7	Actual
5/20/2023	8	8	8	8			Actual
<b>LABOR/EQUIPMENT HOURS TO DATE</b>	<b>109.5</b>	<b>109.5</b>	<b>81.5</b>	<b>81.5</b>	<b>57.5</b>	<b>57.5</b>	

DESCRIPTION	QTY	UNITS	UNIT PRICE	SUBTOTAL
Excavator Operator	109.50	HRS	\$ 35.10	\$ 3,843.45
CAT 323F Excavator	109.50	HRS	\$ 139.12	\$ 15,233.64
End Dump Operator	81.50	HRS	\$ 24.30	\$ 1,980.45
CAT 745 End Dump	81.50	HRS	\$ 239.60	\$ 19,527.40
End Dump Operator	57.5	HRS	\$ 24.30	\$ 1,397.25
CAT 745 End Dump	57.5	HRS	\$ 239.60	\$ 13,777.00
<b>LABOR/EQUIPMENT HOURS TO DATE</b>				<b>\$ 55,759.19</b>
<b>GRAND TOTAL</b>				<b>\$ 55,759.19</b>

INVEST EXERCISESHEET (Worksheet: Job Costing)											
DESCRIPTION	DAILY PRODUCTION RATE (1 CREW)	UNITS	DAILY LOST PRODUCTION, NON (1 CREW)	UNITS	LOST PRODUCTION	UNITS	TOTAL LOST PRODUCTION	UNITS	UNIT PRICE	TOTAL	
Lost Production Rate (1 Crew)	5542	CU/DAY	1675	CU/DAY	7	DAY	11722	CU	\$1.40	\$ 16,810.80	
							ROCK EXCAVATION SLOWED PRODUCTION	11722	CU	\$3.40	\$ 39,855.28
							GRAND TOTAL	23,444	CU	\$1.40	\$ 32,821.68

Actual Pond 1.1

### THIRD ADDENDUM TO CONTRACT

This Third Addendum to Contract (the "~~First~~ <sup>Third</sup> Addendum") is made, entered into, and effective this 5th day of July, 2023 by and between KL Twisted Oaks LLC ("**Owner**"), and Hughes Brothers Construction, Inc. ("**Contractor**").

### WITNESSETH

**WHEREAS**, Owner and Contractor entered into that certain Contract with an Effective Date of February 21, 2023, (the "**Contract**"), pursuant to which Owner agreed to have Contractor perform Work on that certain real property located in Sumter County, Florida, as may have been amended from time to time; and

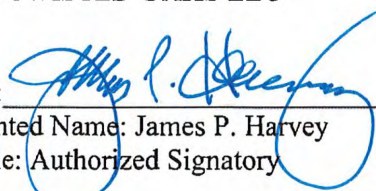
**WHEREAS**, Owner and Contractor wish to amend the Contract pursuant to the terms and conditions contained herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

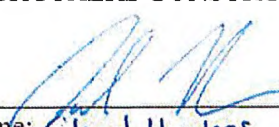
1. The above recitals are true and correct.
2. All capitalized terms found in the Contract shall have the same meaning when used in this Third Addendum. This Third Addendum may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.
3. Exhibit A of the Contract is hereby modified by modifying the original Exhibit A and adding to it in its entirety with the attached Third Addendum Exhibit A hereto.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Third Addendum to Contract as of the date first written above.

KL TWISTED OAKS LLC

By:   
Printed Name: James P. Harvey  
Title: Authorized Signatory

HUGHES BROTHERS CONSTRUCTION,  
INC.

By:   
Printed Name: Chad Hughes  
Title: President



**EXHIBIT "A"**

Twisted Oaks Mass Grade  
Change Order #3

**PROJECT:** Twisted Oaks Mass Grade A  
**DATE:** 6/21/2023  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6629  
F: 352-399-6830



**DIRECTED TO:** KL Twisted Oaks LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637

**ATTN:** John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>EARTHWORK</b>				
New	MG Rock Excavation & Stockpiles	1.00	LS	\$ 47,724.80	\$ 47,724.80
New	Sand Mining (Clay Bury)	43,488.00	CY	\$ 3.40	\$ 147,859.20
New	Additional Berm Earthwork (Townhomes 10') - Long Hauling	4,356.00	CY	\$ 4.25	\$ 18,513.00
	<b>SUBTOTAL EARTHWORK</b>				<b>\$ 214,097.00</b>
	<b>TOTAL CHANGE ORDER #3</b>				<b>\$ 214,097.00</b>

**Note:** This CO includes rock excavation & stockpiling (5/26/23 - 6/20/23) on Mass Grade earthwork operations, sand mining north of Pond 2C to bury clay, as well as the additional earthwork to the Townhomes Berm.

**APPROVED BY:**

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**TWISTED OAKS MASS GRADE**

**Rock Removal Tracker (Stockpile)**

Dates	Operator	323 Excavator	Operator	Offroad 40 Ton	Operator	Offroad 40 Ton	Operator B30K Loader	
5/26/2023	8	8	8	8	8	8		Actual
5/31/2023	10	10	10	10				Actual
6/1/2023	10	10	10	10				Actual
6/2/2023	8	8	4	4				Actual
6/7/2023	10	10	10	10				Actual
6/8/2023	10	10	10	10				Actual
6/9/2023	5	5	5	5				Actual
6/12/2023	5	5	5	5				Actual
6/12/2023	4	4					4	Actual
6/13/2023	4	4					4	Actual
6/15/2023	4	4					4	Actual
6/15/2023	5	5	5	5				Actual
6/16/2023	8	8	8	8				Actual
6/17/2023	3	3	3	3				Actual
6/19/2023	10	10	10	10				Actual
6/20/2023	6	6	6	6				Actual
<b>LABOR/EQUIPMENT HOURS TO DATE</b>	<b>110</b>	<b>110</b>	<b>94</b>	<b>94</b>	<b>8</b>	<b>8</b>	<b>12</b>	<b>12</b>

DESCRIPTION	QTY	UNITS	UNIT PRICE	SUBTOTAL
Excavator Operator	110.00	HRS	\$ 35.10	\$ 3,861.00
CAT 323F Excavator	110.00	HRS	\$ 139.12	\$ 15,303.20
End Dump Operator	94.00	HRS	\$ 24.30	\$ 2,284.20
CAT 745 End Dump	94.00	HRS	\$ 239.60	\$ 22,522.40
End Dump Operator	8.00	HRS	\$ 24.30	\$ 194.40
CAT 745 End Dump	8.00	HRS	\$ 239.60	\$ 1,916.80
Loader Operator	12.00	HRS	\$ 32.40	\$ 388.80
CAT 930K Loader	12.00	HRS	\$ 104.50	\$ 1,254.00
<b>LABOR/EQUIPMENT HOURS TO DATE</b>				<b>\$ 47,724.80</b>
<b>GRAND TOTAL</b>				<b>\$ 47,724.80</b>

**ASSIGNMENT OF SITE WORK AGREEMENT &  
ACQUISITION OF COMPLETED WORK TO DATE**

**TWISTED OAKS - MASS GRADING**

Assignor: KL Twisted Oaks LLC (“**Assignor**”)  
Owner/Assignee: Twisted Oaks Pointe Community Development District (“**Assignee**”)  
Contractor: Hughes Brothers Construction, Inc. (“**Contractor**”)  
Contract: *Contractor Agreement* – Twisted Oaks – Mass Grading dated February 21, 2023 (“**Contract**” or, with respect to the work thereunder, the “**Project**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Contractor’s Acknowledgement and Acceptance of Assignment and Release.

Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Additionally, at this time, and pursuant to the *Acquisition Agreement*, dated August 26, 2022 between the Developer and the District (“Acquisition Agreement”), Developer wishes to assign over the Contract and convey the work completed to date as part of the Project, and all related work product, which work and work product are part of the District’s capital improvement plan as described in the District’s *Engineer’s Report*, dated August 8, 2022. All such conveyances shall be completed by separate instrument pursuant to the Acquisition Agreement.

[SIGNATURES ON THE NEXT PAGE]

Executed in multiple counterparts to be effective the 27th day of July, 2023.

**KL TWISTED OAKS LLC**

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

By: [SIGNATURE ON THE FOLLOWING PAGE]  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: [SIGNATURE ON THE FOLLOWING PAGE]  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HUGHES BROTHERS CONSTRUCTION INC.**

By:   
Printed Name: Chad Hughes  
Title: President

**EXHIBITS:**

- Developer's Affidavit and Agreement Regarding Assignment of Contract
- Contractor's Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement

Executed in multiple counterparts to be effective the 27th day of July, 2023.

**KL TWISTED OAKS LLC**

By: [SIGNATURE ON THE FOLLOWING PAGE]  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:  
John Curtis  
891940CD6BDE4386  
By: John Curtis  
Printed Name: \_\_\_\_\_  
Title: Vice Chair

**HUGHES BROTHERS CONSTRUCTION INC.**

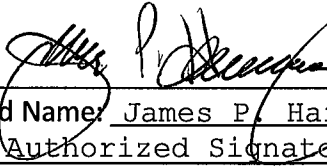
By: [SIGNATURE ON THE PREVIOUS PAGE]  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contract
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement

Executed in multiple counterparts to be effective the 27th day of July, 2023.

**KL TWISTED OAKS LLC**

By:   
Printed Name: James P. Harvey  
Title: Authorized Signatory

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

By: [SIGNATURE ON PREVIOUS PAGES]  
Printed Name: Candice Smith  
Title: Chairman

**HUGHES BROTHERS CONSTRUCTION INC.**

By: [SIGNATURE ON PREVIOUS PAGES]  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS:**

- Developer's Affidavit and Agreement Regarding Assignment of Contract
- Contractor's Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT**

**TWISTED OAKS - MASS GRADING**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned, personally appeared James P. Harvey of KL Twisted Oaks LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, James P. Harvey serve as Auth. Signatory for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Twisted Oaks Pointe Community Development District ("**District**") to accept an assignment of the Contractor Agreement defined herein.
- (ii) Contract for construction of completed mass grading to date ("**Work**") by and between the Developer and Hughes Brothers Construction Inc. ("**Contractor**"), titled *Contractor Agreement*, dated February 21, 2023 ("**Contractor Agreement**" or "**Project**") and attached hereto as **Exhibit A-1**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement as it relates to certain completed work to date ("**Work**") as described on **Exhibit A-2**, agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes (if applicable)<sup>1</sup>, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.

---

<sup>1</sup> The Contractor Agreement was assigned when the project was nearly complete, and therefore a payment and performance bond was not available.



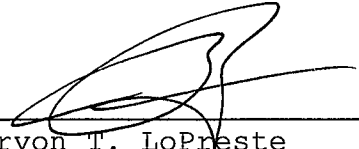
- (v) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.

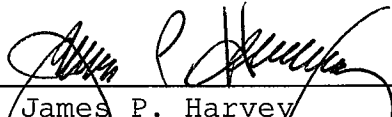
I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

*[Signatures on next page]*

Executed this 27<sup>th</sup> day of July, 2023.


**KL TWISTED OAKS LLC**


  
\_\_\_\_\_  
Bryon T. LoPreste  
[Print Name]

By:   
\_\_\_\_\_  
Name: James P. Harvey  
\_\_\_\_\_  
Title: Authorized Signatory  
\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27<sup>th</sup> day of July, 2023, by James P. Harvey as Auth. Signatory of KL Twisted Oaks LLC, on its behalf. He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public, State of Florida

  
Notary Public State of Florida  
Bryon T LoPreste  
My Commission GG 919288  
Expires 01/27/2024

## EXHIBIT A-2

### Description of Completed Work and Acquisition Cost

***Completed Mass Grading Work*** - The Work identified in Pay Applications #1, #2 and #3, and summarized as follows:

Application No.	Total Invoice Amount
1	\$595,088.93
2	\$1,327,874.00
3	\$1,846,486.37
TOTAL:	\$3,769,449.30

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE**

**TWISTED OAKS - MASS GRADING**


For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hughes Brothers Construction Inc. ("**Contractor**"), hereby agrees as follows:

- (i) Contract for construction of mass grading by and between the Developer and Contractor, titled *Contractor Agreement*, dated February 21, 2023 ("**Contractor Agreement**" or "**Project**") has been assigned to the Twisted Oaks Pointe Community Development District ("**District**") as it relates to certain completed work to date ("**Work**") as described on **Exhibit A** attached hereto. Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents that the Contractor Agreement was assigned when the Project was nearly complete, and therefore a payment and performance bond was not available.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement, if any, are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[continue onto next page]

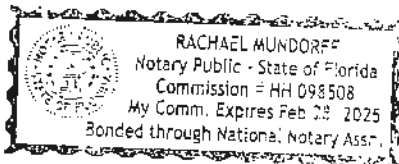
Executed this 27th day of July, 2023.


HUGHES BROTHERS CONSTRUCTION INC.

  
By: Chad Hughes  
Its: President

STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of July, 2023, by Chad Hughes as President of Hughes Brothers Construction Inc., on its behalf. He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.



  
Notary Public, State of Florida

**ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")**  
**TWISTED OAKS - MASS GRADING**

1. **ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement*, dated February 21, 2023 for construction of completed work to date ("**Contract**" or "**Project**"), by and between the Twisted Oaks Pointe Community Development District ("**District**") and Hughes Brothers Construction Inc. ("**Contractor**"), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** The Contract was assigned when the Project was nearly complete, and therefore a payment and performance bond was not available.

3. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

5. **INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million

Dollars (\$2,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**6. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the

required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**7. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from 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.
- c. 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 the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public



records upon completion of the Agreement, the Contractor 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.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, [WRATHELLC@WHHASSOCIATES.COM](mailto:WRATHELLC@WHHASSOCIATES.COM), OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**8. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**9. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

<b>If to the District:</b>	Twisted Oaks Pointe Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
----------------------------	--

<b>With a copy to:</b>	Kutak Rock LLP 107 W. College Ave Tallahassee, Florida 32301 Attn: Jere Earlywine
------------------------	--

**10. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), Florida Statutes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has

been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**11. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**12. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**13. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**14. COUNTERPARTS; ELECTRONIC SIGNATURES.** THE Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that the Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**15. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**HUGHES BROTHERS CONSTRUCTION INC.**

  
\_\_\_\_\_  
Witness

Josh Brumale

Print Name of Witness

  
\_\_\_\_\_  
By: Chad Hughes

Its: President

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

[SIGNATURE ON THE FOLLOWING PAGE]

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement  
**Exhibit B:** Public Entity Crimes Statement  
**Exhibit C:** Trench Safety Act Statement

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**HUGHES BROTHERS CONSTRUCTION INC.**

\_\_\_\_\_  
Witness

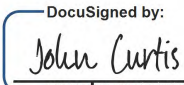
\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
[SIGNATURE ON THE PREVIOUS PAGE]  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

DocuSigned by:  
  
\_\_\_\_\_  
By: John Curtis  
Its: Vice Chair

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement

EXHIBIT A

SCRUTINIZED COMPANIES STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Twisted Oaks Pointe Community Development District

by Chad Hughes - President  
(print individual's name and title)

for Hughes Brothers Construction, Inc.  
(print name of entity submitting sworn statement)

whose business address is

948 Walker Rd Wildwood FL 34785

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "Prohibited Criteria"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

  
Signature by authorized representative of Contractor

STATE OF FLORIDA

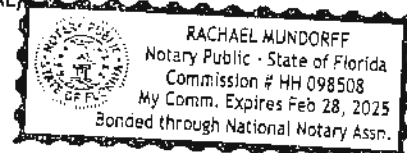
COUNTY OF Sevier

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 27<sup>th</sup> day of July, 2023, by Chad Hughes, President of Hughes Brothers Construction Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

  
Signature of Notary Public taking acknowledgement

My Commission Expires: 2/28/25

(SEAL)



## EXHIBIT B

### PUBLIC ENTITY CRIMES STATEMENT

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Twisted Oaks Pointe Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Hughes Brothers Construction, Inc. ("Contractor") and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 948 Walker Rd Wildwood FL 34785  

---
4. Contractor's Federal Employer Identification Number (FEIN) is 300715911  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

  X   Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

       There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

       The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

       The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

**IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.**

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

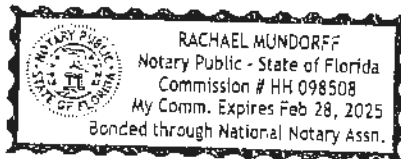
Dated this 27<sup>th</sup> day of July, 2023.

HUGHES BROTHER CONSTRUCTION INC.

By: [Signature]  
Title: President

STATE OF FL  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27<sup>th</sup> day of July, 2023, by Charles of Hughes Brothers Construction Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did ☐ or did not ☒ take the oath.



Rachael Mundorff  
Notary Public, State of Florida  
Print Name: Rachael Mundorff  
Commission No.: HH098508  
My Commission Expires: 2/28/25



EXHIBIT C

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\$11,239.25 Dollars \$11,239.25  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this 27<sup>TH</sup> day of July, 2023.

HUGHES BROTHERS CONSTRUCTION INC.

By: [Signature]  
Title: President

STATE OF FL  
COUNTY OF Sumter

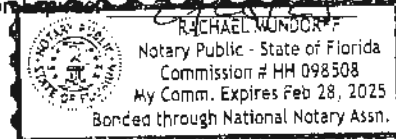
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27<sup>th</sup> day of July, 2023, by Chad Gabe of Hughes Brothers Construction Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [X] take the oath.

[Signature]  
Notary Public, State of Florida

Print Name:

Commission No.:

My Commission Expires:



**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>2</sup>	Item Total Cost
Sloping & Benching Sides	6215 LF	\$0.55	\$3418.25
Trench Box	7110 LF	\$1.10	\$7821.00
Project Total			\$11,239.25

Dated this 27<sup>TH</sup> day of July, 2023.

~~Subcontractor:~~ [Signature]

By: Chad Hughes  
Title: President

STATE OF FL  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27<sup>th</sup> day of July, 2023, by Chad Hughes of Hughes Brothers Construction Inc. who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [x] take the oath.



Rachael Mundorff  
Notary Public, State of Florida  
Print Name: Rachael Mundorff  
Commission No.: HH098508  
My Commission Expires: 2/28/25

<sup>2</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**ACKNOWLEDGMENT AND RELEASE**  
**TWISTED OAKS - MASS GRADING**

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the 27<sup>th</sup> day of July, 2023, by **Hughes Brothers Construction Inc.**, having offices located at 948 Walker Road, Wildwood, Florida 34785 ("Contractor"), in favor of the **Twisted Oaks Pointe Community Development District**, which is a local unit of special-purpose government situated in Sumter County, Florida, and having offices located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District").

**RECITALS**

**WHEREAS**, pursuant to that certain *Contractor Agreement*, dated February 21, 2023, all as amended and supplemented from time to time (collectively, "**Contract**"), between Contractor and KL Twisted Oaks LLC ("**Developer**"), Contractor has constructed for Developer certain completed work, as described in **Exhibit A ("Work")**; and

**WHEREAS**, Developer may in the future convey the Work to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Work; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

**SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

**SECTION 2. ACQUISITION OF COMPLETED WORK.** Contractor acknowledges that the District is acquiring or has acquired from Developer the Work constructed by Contractor in connection with the Contract, and accordingly, the District now has the unrestricted right to rely upon the terms of the Contract related to the Work for the same. However, the District's acquisition of the Work and receipt of rights under the Contract, hereunder or otherwise, does not extinguish or limit the rights and remedies of the Developer under the Contract and is without prejudice thereto. Contractor hereby consents to the assignment, transfer and conveyance (if and as applicable) of the Work and the Contract in whole or in part (and any rights thereunder) as more particularly described herein. In the event any assignment of the Contract or rights thereunder is accomplished hereby or otherwise made in connection with the Work, Contractor recognizes that the same shall be partially limited to the Contract as it pertains to the Work and that the Contract shall otherwise remain in full force and effect as it pertains to any work or improvements not constituting the Work.

**SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

**SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

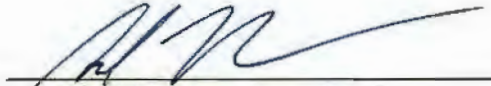
**SECTION 5. CERTIFICATE OF PAYMENT.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work identified in Pay Applications #1-3 less the retainage that is still due to Contractor. Contractor further certifies (to and for the benefit of the District and the Developer) that, except as set forth herein, no outstanding requests for payment exist related to the Work identified in Pay Applications #1-3 less the retainage, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Work identified in Pay Applications #1-3, however the retainage on the same is still due to Contractor. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

Subsequent to the issuance of Pay Applications #1 – 3, the remainder of the Contract was assigned to the District. Notwithstanding anything to the contrary herein, Contractor is owed \$3,499,989.65 (outstanding amounts and retainage, including the retainage due from Work identified in Pay Applications #1 – 3) related to the Work and understands that such amounts shall be paid by the District as funds become available and construction progresses.

**[CONTINUED ON NEXT PAGE]**

SECTION 7. EFFECTIVE DATE. This Release shall take effect upon execution.

HUGHES BROTHERS CONSTRUCTION INC.

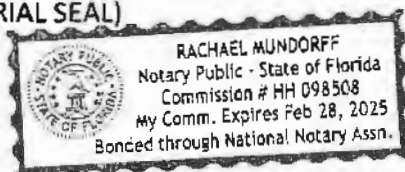
  
By: Chad Hughes  
Its: President

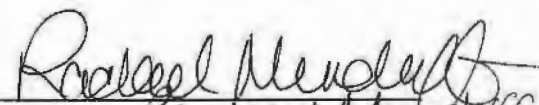
STATE OF FLORIDA  
COUNTY OF Sumter

I HEREBY CERTIFY that on this 27<sup>th</sup> day of July, 2023, before me by means of ☒ physical presence or ☐ online notarization appeared Chad Hughes of Hughes Bros Construction Inc. and that said person signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this 27<sup>th</sup> day of July, 2023.

(NOTARIAL SEAL)



  
Print Name: Rachael Mundorff  
Notary Public, State of Florida  
My Commission No.: HH098508  
My Commission Expires: 2/28/25

**CORPORATE DECLARATION REGARDING COSTS PAID**  
**TWISTED OAKS - MASS GRADING**

**KL Twisted Oaks LLC**, a Florida limited liability company ("**KL Twisted Oaks**"), does hereby certify to the Twisted Oaks Pointe Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. KL Twisted Oaks is the developer of certain lands within the District.
2. The District's *Engineer's Report for the Twisted Oaks Pointe Community Development District*, dated August 8, 2022, as supplemented by that *First Supplemental Engineer's Report for the Twisted Oaks Pointe Community Development District*, dated November 8, 2022 as revised April 26, 2023 ("**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. KL Twisted Oaks has expended funds to develop and/or acquire certain of the public infrastructure improvements and/or work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and/or work product that have been completed to date and states the amounts that KL Twisted Oaks has spent on those improvements and/or work product. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and KL Twisted Oaks agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
4. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed work and/or work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]



**DISTRICT ENGINEER'S CERTIFICATE  
TWISTED OAKS - MASS GRADING**

June 26, 2023

Board of Supervisors  
Twisted Oaks Pointe Community Development District

Re: Acquisition of Completed Work to Date

Ladies and Gentlemen:

The undersigned is a representative of Morris Engineering & Consulting LLC ("**District Engineer**"), as District Engineer for the Twisted Oaks Pointe Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from KL Twisted Oaks LLC, a Florida limited liability company ("**Developer**") of certain completed work to date ("**Work**"), as further described in **Exhibit A** attached hereto, all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Work. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Work is within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report for the Twisted Oaks Pointe Community Development District*, dated August 8, 2022, as supplemented by that *First Supplemental Engineer's Report for the Twisted Oaks Pointe Community Development District*, dated November 8, 2022 as revised April 26, 2023 (together, the "**Engineer's Report**") and specially benefit property within the District as further described in the Engineer's Report.
3. The Work was installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Work are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work, and (ii) the reasonable fair market value of the Work.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Work are complete and on file with the District, and have

been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

6. Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Work or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.
7. With this document, I hereby certify that it is appropriate at this time to acquire the Work.

FURTHER AFFIANT SAYETH NOT.

MORRIS ENGINEERING & CONSULTING LLC



Matthew J. Morris, P.E.

President

Florida Registration No. 68434

Consulting Engineer

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of July, 2023, by Matthew J. Morris, P.E., on behalf of Morris Engineering & Consulting LLC who is personally known to me or who has produced \_\_\_\_\_ as identification, and did ☐ or did not ☒ take the oath.



Bridget Bednarz  
Notary Public, State of Florida

Print Name: Bridget Bednarz

Commission No.: GG 910886

My Commission Expires: Sep 8, 2023

Exhibit A – Description of Completed Work to Date



**BILL OF SALE AND LIMITED ASSIGNMENT**  
**TWISTED OAKS – MASS GRADING**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of July 27th, 2023, by **KL Twisted Oaks LLC**, a Florida limited liability company, whose mailing address for purposes hereof is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Grantor**"), and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, to it paid by the **Twisted Oaks Pointe Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**NOW THEREFORE**, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien-waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS, AND WITH ALL FAULTS**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all

claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON FOLLOWING PAGE]**

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered.

Signed, sealed and delivered by:

WITNESSES

KL TWISTED OAKS LLC

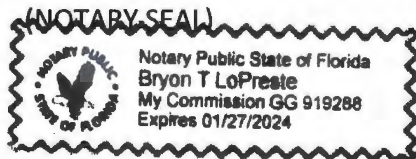
By: [Signature]  
Name: Baron Woodard

[Signature]  
Name: James P. Harvey  
Title: Authorized Signatory

By: [Signature]  
Name: Bryon T. LoPreste

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27<sup>th</sup> day of July, 2023, by James P. Harvey, as the Auth. Signatory of KL Twisted Oaks LLC, who [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public Signature  
Bryon T> LoPreste  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No. GG919288  
My Commission Expires: 01/27/24

Exhibit A – Description of Completed Work to Date

## EXHIBIT A

### Description of Completed Work and Acquisition Cost

***Completed Mass Grading Work*** - The Work identified in Pay Applications #1, #2 and #3, and summarized as follows:

Application No.	Total Invoice Amount
1	\$595,088.93
2	\$1,327,874.00
3	\$1,846,486.37
TOTAL:	\$3,769,449.30

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS BIII**

# KOLTERLAND

## Contractor Agreement

<b>Effective Date:</b>	August 28, 2023		
<b>Owner:</b>	Full Legal Company Name: KL Twisted Oaks LLC		
	Address: 14025 Riveredge Drive, Suite 175	Phone: 813-615-1244	
	City: Tampa	Fax: 813-615-1461	
	State: FL	Zip: 33637	Email: jcurtis@kolter.com
	Authorized Representative: John Curtis		Cell Phone: 352-281-1862
<b>Contractor:</b>	Full Legal Company Name: Hughes Brothers Construction, Inc.		
	Vendor Number: Click here to enter text		
	Contractor State License No.: Click here to enter text		
	Contractor County License No.: Click here to enter text		
	Contractor City License No.: Click here to enter text		
	Federal Employer I.D. No.: 30-0715911		
	Address: 948 Walker Road	Phone: 352-399-6829	
	City: Wildwood	Fax: 352-399-6830	
	State: Florida	Zip: 34785	Email: Click here to enter text.
	Authorized Representative: Click here to enter text		Cell Phone: Click here to enter text.
<b>Project:</b>	Twisted Oaks <del>Commercial Roadway</del> Phase 2 Infrastructure		
<b>Project HOA Entity:</b>	Full Legal Company Name: Click here to enter text		
<b>Project Location:</b>	County: Sumter	State: Florida	Zip: Click here to enter text.

**CONTRACTOR** shall comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to anti-bribery and anti-corruption, including without limitation the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010, each as amended (the "Relevant Requirements"). At any time when requested by the Owner, Contractor shall certify in writing that Contractor is and at all times has been in compliance with all Relevant Requirements. The Owner may terminate this Agreement immediately by giving written notice to Contract if Contractor is, or Owner reasonably suspects that Contractor, is not in compliance with the Relevant Requirements.

- Parties; Effective Date.** This Contractor Agreement ("Agreement") is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the "Parties".

Purpose of Agreement.

- 1.1 This Agreement sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the "Work") to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the "Materials and Labor") included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.
- 1.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. Agreement Documents.

- 2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b) Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "Agreement Documents"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Trade Specific Scope of Work; Exhibit B – General Conditions; Exhibit C – Site Safety Rules; Exhibit D – Emergency Action Plan; Exhibit E – Insurance Requirements;; Exhibit F – Partial Waiver & Release of Lien; and Exhibit G – Final Waiver & Release of Lien.
- 2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**

3. Ordering Process.

- 3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.
- 3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner)

identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "Contractor's Agents"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead; and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "Applicable Laws"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply. Nothing herein shall be deemed to be a waiver or modification of the Owner's implied warranty of constructability of the Specifications and related documents and information for the Project.

- 3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 3.4 During the term of this Agreement, Owner may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- 3.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.

#### **4. Initiation of Work.**

- 4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.
- 4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. All permits required for Contractor to perform Work shall be paid for by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.



- 4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.
- 4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:
- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
  - (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
  - (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
  - (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
  - (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.
- 4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

**5. Performance and Progress of Work.**

- 5.1 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised

Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

- 5.2 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- 5.3 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.
- 5.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.
- 5.5 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. Notwithstanding anything herein to the contrary, if Contractor's purchase of materials or equipment is delayed because of: (1) delayed commencement for any reason

whatsoever; (2) acts or omissions of the Owner or engineer; (3) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the Contract Time; (4) hazardous materials, concealed or unknown conditions; (5) delays pending dispute resolution or suspension of the Work by the Owner; (6) Force Majeure Events (as defined below); (7) or for any reason beyond the Contractor's control, the Owner shall modify the Contract increasing the Contract Sum in the amount commensurate with any actual, direct, and documented increase in material costs, dollar for dollar, because of such delays or events. The Contractor's fee shall not be increased because of such cost increases.

Notwithstanding anything in the Agreement to the contrary, the term "Force Majeure Event" means, without limitation, an act of God, fire, tornado, hurricane, flood, earthquake, explosion, war, act of terrorism, civil disturbance, labor strikes, an unusually severe storm, government shutdown or interference, pandemic, endemic, epidemic, or any other unavoidable casualty beyond the Contractor's control

The Contractor estimated the Contract Sum on the material costs at the time of negotiation and/or its submission of the bid/proposal. Because the Work may not commence immediately and the materials may not be ordered for months, the Contractor cannot predict or estimate increases in the cost of materials that may occur prior to commencement or during the progress of the Work. If the cost of materials for any scheduled item of Work increases, Contractor shall notify Owner and provide documentation supporting the price increase in materials, and the Owner shall modify the Contract increasing the Contract Sum in the amount commensurate with any actual, direct, and documented increase in material costs, dollar for dollar. The Contractor's fee shall not be increased because of such cost increases.

- 5.6 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. Subject to Section 5.5, the giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.
- 5.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.
- 5.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction

Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. Subject to Section 5.5, however, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

- (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

- 5.9 Should Contractor fail to perform any of its obligations as provided in this Section 6, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

- (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$500.00 per day.
- (b) Should Contractor fail to perform as outlined in this section 6, the Liquidated Damage Amount shall be \$500.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

## **6. Receipt and Protection of Materials; Protection of Work.**

- 6.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.
- 6.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.
- 6.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.

- 6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.
- 6.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.
- 6.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.
7. **Quality, Inspection and Correction of Work.**
- 7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.
- 7.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.
- 7.3 Contractor shall promptly correct all Work which Owner, in its reasonable discretion, deems to be deficient or defective, and failing to conform to this Agreement and Contract, and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.
- 7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.
8. **Labor Matters.**

- 8.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.
- 8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States; (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.
- 9. General Environmental Compliance**
- 9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- 9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- 9.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.

9.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

**10. Storm Water Management.**

10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will develop an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all

times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

**10.5** Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.

**10.6** Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 10.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 10.1.

## **11. Liens/Waiver of Liens**

**11.1** Provided the Owner has paid Contractor on account of its Work, Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.

**11.2** Failure to comply with the requirements of Section 11.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed and the Costs thereof shall become immediately due and payable by Contractor to Owner.

**11.3** INTENTIONALLY OMITTED.

**11.4** If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper,



Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

- 11.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
- (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.
- (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

#### **Warranties; Warranty Work and Performance Standards.**

- 11.7 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all of this Agreement and Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 11.8 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 11.9 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 72 hours after notice to do so, or within 24 hours after notice in the event of any emergency. Owner, in its reasonable discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been

permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

- 11.10** If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.
- 12. Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.
- 13. Relationship Management.**
- 13.1** Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.
- 13.2** Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.
- 13.3** Contractor shall maintain electronic communications with Owner via e-mail.
- 13.4** Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.
- 13.5** Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

- 13.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.
14. **Goals, Continuous Improvement and Quality.**
- 14.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.
- 14.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.
- 14.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.
15. **Prices and Payment.**
- 15.1 Contractor will perform Work at the Work Prices. Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner.
- 15.2 Owner shall designate the methodology for payment to Contractor.
- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof.
- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
- (c) The Owner is entitled to retain five percent (5%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contractor at the time of final payment.

- 15.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.
- 15.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 15.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 15.6 In the event Contractor fails to perform its Work in accordance with this Agreement, Owner shall, subject to the notice to cure and commence to cure provisions here, have the right to stop payments on account of affected Work only until such time as Owner can reasonably ascertain its damages and Costs resulting therefrom, at which time Owner is authorized to deduct all reasonable Costs related thereto from any monies owed Contractor under this Agreement. In no event shall Owner be entitled to withhold any undisputed payments due to Contractor, nor shall Contractor stop work on account of nonpayment of a disputed amount.
- 15.7 INTENTIONALLY OMITTED.
- 15.8 INTENTIONALLY OMITTED.
- 15.9 It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.
- 15.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 15.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 15.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set

forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.

- 15.13** Any and all claims for time or money must be presented to Owner, in writing, within 10 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 10 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 15.14** Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 15.15** INTENTIONALLY OMITTED.
- 15.16** Contractor and Owner waive against the other any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits, and loss of bonding capacity.
- 16. Inspections and Reviews.** Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.
- 17. Indemnification.**

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship (including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made

against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

- 17.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 17.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 17.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

- 18. **Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days before starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.
- 18.1 Insurance and Indemnity of Contractor's Agent(s):
  - (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
  - (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
  - (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver

shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

**18.2 Miscellaneous Insurance Provisions.**

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

**18.3 Compliance with this Section.**

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.

- 19. Confidentiality.** During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

**20. Term and Termination.**

- 20.1** This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

- 20.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.
- 20.3 Owner shall have the right to terminate this Agreement with or without cause, subject to the cure and commence to cure notices contemplated herein. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.
- 20.4 In the event that Owner terminates this Agreement for cause, Owner may, after giving Contractor notice of default and 48 hours within which to commence to cure, have the right to exercise any one or more of the following remedies:
- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
  - (b) Owner may deduct the costs of completing the remaining work from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;
  - (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, all direct damages, any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder, Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default;
  - (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
  - (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.



- 20.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 20.6 If Contractor neglects to perform the Work in accordance with the Agreement and fails within 48 hours from the date of written notice from Owner to commence to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- 20.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.
- 20.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.
21. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner or Contractor be liable to the other in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential (except that Contractor may be liable for liquidated damages hereunder), incidental or punitive damages, even if the other has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.
22. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
23. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
24. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
25. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release,

public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.

**26. General Terms.**

- 26.1** Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due. No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
- 26.2** Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 26.3** All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 26.4** The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 26.5** This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.
- 26.6** Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 26.7** Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 26.8** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 26.9** Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.

- 26.10 Neither party may assign this Agreement, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.**
- 26.11 FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**
- 26.12 Choice of Law, Arbitration and Venue**
- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
  - b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
  - c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.
  - d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
  - e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
  - f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
  - g) **THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO**

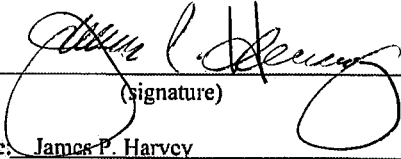
A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.

- h) Discovery in any arbitration hereunder shall be limited to the following:
- i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
  - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
  - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
  - iv. The deposition of any experts that intend to testify at the arbitration hearing;
  - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
  - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
  - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

**[Signature Page Follows]**

**AGREED AND ACCEPTED:**

**Owner: KL Twisted Oaks LLC**


By:   
(signature)

Name: James P. Harvey  
(printed)

Title: Authorized Signatory

Date: 8/29/23

**Contractor: Hughes Brothers Construction, Inc.**

By:   
(signature)

Name: Chad Hughes  
(printed)

Title: President

Date: 8/29/2023

**Exhibit A**

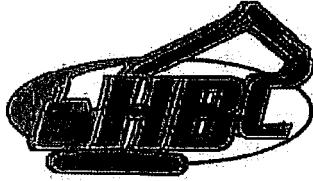
**TRADE SPECIFIC SCOPE OF WORK**

SEE ATTACHED BIDS AS WELL AS

Twisted Oaks Phase 2 Infrastructure Bid 2

# Twisted Oaks Ph 2 Infrastructure

## Hughes Brothers Construction, Inc.



948 Walker Road  
Wildwood, FL 34785

Contact: Hunter Carter  
Phone: 352-399-6829  
Fax: 352-399-6830

Quote To: Kolter Land  
Attn: John Curtis  
(352) 284-0801  
Phone:  
Fax:  
Date: 8/7/23

Job Name: Twisted Oaks Ph 2 Inf. Bid 2  
Date of Plans: 02/03/2023  
Revision Date: Rev #3 02/03/23  
MEC to CSTTR 2023-07-07

Bid # 2023-149

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	MOBILIZATION	1.00	LS	5,500.00	5,500.00
1010	NPDES MONITORING	1.00	LS	6,750.00	6,750.00
1020	SURVEY CONSTRUCTION STAKING & AS-BUILTS	1.00	LS	30,250.00	30,250.00
1030	FINE GRADE DISTURBED AREAS, LOTS & ROW	42,745.00	SY	0.60	25,647.00
1060	SOD 2' BACK OF CURB	1,600.00	SY	3.00	4,800.00
1070	SEED DISTURBED AREAS, LOTS & ROW	42,745.00	SY	0.35	14,960.75
1080	INLET PROTECTION	1.00	EA	85.00	85.00
1090	<b>TOTAL SITEWORK</b>				<b>87,992.75</b>
1100	6" TYPE B STABILIZED SUBGRADE	7,140.00	SY	10.95	78,183.00
1110	6" LBR100 BASE	5,490.00	SY	14.95	82,075.50
1120	2" TYPE S ASPHALT W/ PRIME COAT (TWO LIFTS)	5,490.00	SY	25.75	141,367.50
1170	TYPE 'AB' CURB	135.00	LF	39.20	5,292.00
1190	MIAMI' CURB	4,015.00	LF	20.75	83,311.25
1200	CONCRETE SIDEWALK (4")	1,760.00	SF	7.35	12,936.00
1230	HANDICAP RAMPS	14.00	EA	1,400.00	19,600.00
1240	SIGNING & MARKING	1.00	LS	21,500.00	21,500.00
1250	<b>TOTAL ROADWAY</b>				<b>444,265.25</b>
1260	LIFT STATION LS-2	1.00	EA	553,505.00	553,505.00
1270	SANITARY MANHOLE ( 0 - 6 )	1.00	EA	4,950.00	4,950.00
1280	SANITARY MANHOLE ( 6 - 8 )	2.00	EA	5,885.00	11,770.00
1290	SANITARY MANHOLE ( 8 - 10 )	4.00	EA	6,760.00	27,040.00
1300	SANITARY MANHOLE ( 10 - 12 )	3.00	EA	7,790.00	23,370.00
1310	SANITARY MANHOLE ( 12 - 14 )	3.00	EA	9,190.00	27,570.00
1350	8" SDR 26 ( 0 - 6 )	80.00	LF	36.75	2,940.00
1360	8" SDR 26 ( 6 - 8 )	245.00	LF	39.60	9,702.00
1370	8" SDR 26 ( 8 - 10 )	1,320.00	LF	45.85	60,522.00
1380	8" SDR 26 ( 10 - 12 )	1,320.00	LF	51.60	68,112.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1390	8" SDR 26 ( 12 - 14 )	360.00	LF	71.95	25,902.00
1490	6" SINGLE SERVICE W/ CO ASSY	16.00	EA	1,155.00	18,480.00
1500	6" DOUBLE SERVICE W/ CO ASSY	40.00	EA	1,720.00	68,800.00
1520	CONNECT TO EXISTING FM	1.00	EA	7,315.00	7,315.00
1530	4" PVC FORCEMAIN	1,010.00	LF	22.70	22,927.00
1560	4" GATE VALVE FORCEMAIN	2.00	EA	1,435.00	2,870.00
1565	4" PLUG VALVE FORCEMAIN	2.00	EA	2,155.00	4,310.00
1580	ARV ASSY. FORCEMAIN (ABOVE GROUND)	1.00	EA	5,025.00	5,025.00
1590	FITTINGS FORCEMAIN	1.00	LS	13,525.00	13,525.00
1600	TESTING AND TV SEWER (ONE TIME)	3,325.00	LF	5.00	16,625.00
1610	TESTING AND TV FORCEMAIN (ONE TIME)	1,010.00	LF	2.15	2,171.50
1620	SEWER DEWATERING	1.00	LS	81,930.00	81,930.00
1630	<b>TOTAL SANITARY SEWER</b>				<b>1,059,361.50</b>
1640	CONNECT TO EXISTING WATERMAIN	1.00	EA	2,035.00	2,035.00
1650	8" TAPPING SLEEVE W/ VALVE	1.00	EA	6,580.00	6,580.00
1680	8" C900 DR 18	3,640.00	LF	43.20	157,248.00
1700	6" C900 DR 18 (HYD. LEADS)	20.00	LF	29.45	589.00
1710	FIRE HYDRANT ASSEMBLY	3.00	EA	7,820.00	23,460.00
1720	ARV ASSEMBLY	1.00	EA	4,125.00	4,125.00
1730	BLOW OFF ASSEMBLY	8.00	EA	795.00	6,360.00
1750	8" GATE VALVE	16.00	EA	2,345.00	37,520.00
1770	SINGLE WATER SERVICES	19.00	EA	1,410.00	26,790.00
1780	DOUBLE WATER SERVICES	39.00	EA	2,630.00	102,570.00
1790	FITTINGS WATERMAIN	1.00	LS	24,945.00	24,945.00
1800	TESTING (ONE TIME)	3,640.00	LF	4.40	16,016.00
1810	<b>TOTAL WATERMAIN</b>				<b>408,238.00</b>
1820	18" ADS	40.00	LF	52.90	2,116.00
1890	CURB INLET	1.00	EA	8,610.00	8,610.00
1920	TESTING (ONE TIME)	1.00	LS	1,120.00	1,120.00
1930	<b>TOTAL STORM</b>				<b>11,846.00</b>

**GRAND TOTAL**

**\$2,011,703.50**

**NOTES:**

Bid Qualifications:

1. This proposal is valid no more than 15 days from bid due date.
2. Due to the current landscape of the utility market, all utility pricing is subject to change and will be priced at time of shipping.
3. This proposal is based on Engineered plans provided by Morris Engineering dated February 3rd, 2023.
4. Proposal includes one mobilization. If additional mobilizations are required due to situations outside of HBC's control additional costs may occur.
5. Permits, bonds and fees are excluded.
6. Construction layout is included for HBC scope of work only, includes GPS File, Survey Control, Silt Fence Layout & Mass Grade As-Builts. Other Survey excluded.
7. Certified as-builts included for HBC scope of work only. Record drawings are by others and excluded.
8. Density testing is excluded.
9. Clearing unit price is based upon open burning onsite. Pit burning and/or grinding is excluded.
10. Topo to be field verified before breaking ground.
11. Dewatering included for HBC scope of work only. Unforeseen circumstances such as springs, wells, extreme weather conditions, acts of God and any other conditions that were not readily apparent at time of proposal are excluded. Temporary holding ponds, settling basins, and chemical testing of discharge water are excluded.



12. Proposal is based on all on-site excavating materials being suitable for use in site fills. Undercut of House Pads, Roadways & DRA's is excluded.
13. Unsuitable, contaminated, muck, or hazardous material removal and/or replacement is excluded.
14. Heavy rock excavation/blasting not included.
15. Dust control included in earthwork operations consists of one water truck while earthwork crew is onsite. Additional dust control required in addition to one truck is excluded.
16. Retaining wall is excluded.
17. HBC is not responsible for the cleanup and/or disposal of waste generated by any subcontractor not contracted by HBC.
18. Proposal includes fine grading ROW one time only. Regrading due to utility installation not included within HBC's contract scope is excluded.
19. Sidewalk quantity included is for open tract areas only based upon attached exhibit. All other sidewalk is excluded. Bollards and concrete flatwork are excluded. Walking path is excluded.
20. Sodding quantity included is based upon attached exhibit and includes pond slopes, site slopes 4:1 and greater, swales, etc. Any sodding beyond the limits of the attached exhibit is excluded.
21. Conduit crossings and telephone relocation are excluded.
22. Irrigation, landscaping, and hardscaping are excluded.
23. Well abandonment is excluded.
24. Reclaim is excluded.
25. This proposal is furnished as a complete scope of work as defined above and shall be contracted to HBC in its entirety. Individual line items shall not be removed without prior authorization of HBC. Items not defined in this proposal shall be considered excluded.
26. Payment terms shall be per the Contract agreement or no later than 30 days after issuance of HBC invoice.
27. Prices quoted are based on current FOB refinery prices for liquid asphalt and offroad diesel fuel is incorporated at a rate of \$4.50 including taxes & fees. Due to the volatility of market pricing for these commodities, prices are not guaranteed and are therefore subject to adjustment during the duration of the contract. If the cost of these commodities increases by greater than 5% then the owner/contractor shall make adjustments to the contract based on the amount of actual, documented increases.
28. HBC warrants all installation and workmanship for the above-referenced project in accordance with the plans, specifications, and other relevant documents for a period of one year from date of final completion. This warranty excludes normal wear and tear, product abuse/misuse, material defects, alterations of any kind performed by persons other than HBC, and damage resulting from vandalism and acts of God.

## Exhibit B

### GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

#### 1. General.

- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("BMPs") (collectively "Site Requirements").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result in the discharge of

hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.
- F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.
- G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back

charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.

- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All moves as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.
- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or

less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.

- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**
- O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
- a. Contractor's personnel shall not remove protective devices (if applicable).
  - b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.
- Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite

protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.

- R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
- S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
- T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.
- U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts.

Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.

W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.

X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

## 2. Job Conduct.

A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct



himself or herself in a proper manner, as determined by Owner, in its sole discretion.

- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:
- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
  - b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
  - c. Contractor will assist Owner in complying with the OSHA Regulations.
  - d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the

possible exposure to such chemicals, and deliver a material safety data sheet to Owner.

- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.
- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
  2. No loud radios, music, or unnecessary noise on the site.
  3. No distraction of fellow workers.
  4. No alcohol or drugs on the site.
  5. No weapons of any kind on the site.
  6. No profanity or discourteous conduct on the site.
  7. No horseplay or fighting on the site.
  8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
  9. No unauthorized vehicles or parking in any production area.
  10. No entry into an active blasting or barricaded area during active operations.
  11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

## Exhibit C

### SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

- 7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("MSDS") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.
- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

**Exhibit D**

**EMERGENCY ACTION PLAN**

## Exhibit E

### INSURANCE REQUIREMENTS

KL Twisted Oaks LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637  
Phone (813) 615-1244  
Fax (813) 615-1461

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement ("Agreement") by and between Kolter (entity information) ("Owner") and Contractor (all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a \$500 service credit may be applicable.

#### **Evidence of Insurance Required:**

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is \$50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (04 13) and CG2037 (04 13) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions ("SIR") and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

(1) Kolter Group Acquisitions LLC, (2) KL Twisted Oaks LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG 2010 (04 13) or its equivalent) for the General Liability policy, see example attached. **BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSURED IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE.** The Additional Insured Endorsement must list your policy number and **MUST INCLUDE THE OWNER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSURED.**

#### **GENERAL LIABILITY**

The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

- (a) Premises or ongoing operations;

- (b) Products and completed operations, which shall:
  - i. cover materials designed, furnished and/or modified in any way by Contractor;
  - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
  - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") cannot fulfill the requirement for CGL coverage under the Agreement.

#### **AUTOMOBILE INSURANCE**

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

#### **(j) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Project HOA Entity (if applicable) and their Affiliates.

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).
- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.



- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

#### **UMBRELLA OR EXCESS INSURANCE**

If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

#### **PROFESSIONAL LIABILITY INSURANCE**

~~With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have \$2,000,000 each claim and a \$2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.~~

**26.13 CERTIFICATES OF INSURANCE.** Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

- (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
- (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
- (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
- (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"
- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG2010 (04 13) Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and CG2037 (04 13), or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG2037 (04 13), will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of

Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

- (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
  - (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
  - (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
  - (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
  - (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

**SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04**

POLICY NUMBER: (MUST BE FILLED IN)  
COMMERCIAL GENERAL LIABILITY

**26.14** THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**(1) ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This form modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

Name of Person or Organization:

**26.15** Kolter Group Acquisitions LLC &

**26.16** KL Twisted Oaks LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**Exhibit F**  
**WAIVER AND RELEASE OF LIEN**  
**UPON PROGRESS PAYMENT**

KL Twisted Oaks LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

The undersigned lienor, in consideration of the sum of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through \_\_\_\_\_ (date) on the job of \_\_\_\_\_ for KL Twisted Oaks LLC.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

IN WITNESS WHEREOF, the undersigned has executed this Waiver and Release of Lien Upon Progress Payment (or caused the same to be executed in its name) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

HUGHES BROTHERS CONSTRUCTION, INC.

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

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

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

PRINT: \_\_\_\_\_

COMMISSION #: \_\_\_\_\_

**Exhibit G**  
**WAIVER AND RELEASE OF LIEN**  
**UPON FINAL PAYMENT**

KL Twisted Oaks LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

The undersigned lienor, in consideration of the final payment in the amount of \$\_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished on the job of \_\_\_\_\_ for KL Twisted Oaks LLC.

IN WITNESS WHEREOF, the undersigned has executed this Waiver and Release of Lien Upon Final Payment (or caused the same to be executed in its name) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

HUGHES BROTHERS CONSTRUCTION, INC.

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

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

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

PRINT: \_\_\_\_\_

COMMISSION #: \_\_\_\_\_

**ASSIGNMENT OF CONTRACTOR AGREEMENT**  
**[TWISTED OAKS POINTE PHASE TWO PROJECT]**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, KL Twisted Oaks LLC ("**Assignor**") does hereby transfer, assign and convey unto Twisted Oaks Pointe Community Development District ("**District**" or "**Assignee**"), all of the rights, interests, benefits and privileges of Assignor under that certain *Contractor Agreement*, dated August 28, 2023 ("**Agreement**"), by and between Assignor and Hughes Brothers Construction Inc. ("**Contractor**"), providing for certain construction services related to the project known and identified as "Twisted Oaks Pointe Phase Two Project" ("**Project**").

Assignee does hereby assume all obligations of Assignor under the Agreement arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Agreement and all of Assignor's rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in **Exhibit "A"** hereto are incorporated in and made a part of the Agreement. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Agreement, as amended and assigned, and **Exhibit "A,"** the terms and conditions of **Exhibit "A"** shall prevail. Developer represents that the contract was publicly and competitively bid, and that the pricing is fair and reasonable, and consistent with market conditions. Further, Developer agrees to indemnify and defend the District in connection with any claims arising from the procurement process and assignment of the construction contract.

Executed in multiple counterparts to be effective the 22nd day of September, 2023.

**HUGHES BROTHERS CONSTRUCTION INC.**

By: 

Printed Name: Chad Hughes

Title: President

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:

By: 

Printed Name: John Curtis

Title: Chairperson/Vice Chairperson

**KL TWISTED OAKS LLC**

By: 

Printed Name: James P. Harvey

Title: Authorized Signatory

# **EXHIBIT A**

**ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")**  
**[TWISTED OAKS POINTE PHASE TWO PROJECT]**

1. **ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement*, dated August 28, 2023 ("**Contract**") between the Twisted Oaks Pointe Community Development District ("**District**") and Hughes Brothers Construction Inc. ("**Contractor**"), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Sumter County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, Florida Statutes. The cost of such bond shall be added to Contractor's proposal and shall be invoiced to the District. Such bond and/or security shall be for the amount equal to the contract balance and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

5. **INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in

the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**6. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.



- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

7. **PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from 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.
- c. 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 the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor 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.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG**

**WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.**

**8. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**9. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

District: Twisted Oaks Pointe Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

With a copy to: Kutak Rock LLP  
101 W. College Ave  
Tallahassee, Florida 32301  
Attn: District Counsel

**10. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**11. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**12. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**13. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**14. CONFIDENTIALITY.** Given the District's status as a public entity, Section 20 of the Agreement does not apply to the Contract as it relates to the District and on a going forward basis.


**15. THIRD PARTY BENEFICIARY/ENFORCEMENT RIGHTS.** The Parties agree that KL Twisted Oaks LLC shall retain the right to enforce the Contract for any claims relating to the payment of subcontractors and materialmen which were due and owing prior to the assignment of the Contract.

**16. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.


**(Signatures on Next Page)**

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

**HUGHES BROTHERS CONSTRUCTION INC.**

  
\_\_\_\_\_  
Witness


Josh Brumale  
Print Name of Witness

  
\_\_\_\_\_  
By: Chad Hughes  
Its: President

**TWISTED OAKS POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

DocuSigned by:  
  
\_\_\_\_\_  
By: John Curtis  
Its: Chairperson/Vice Chairperson

**Exhibit A:** Scrutinized Companies Statement  
**Exhibit B:** Public Entity Crimes Statement  
**Exhibit C:** Trench Safety Act Statement

## EXHIBIT A

## SCRUTINIZED COMPANIES STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Twisted Oaks Pointe Community Development District

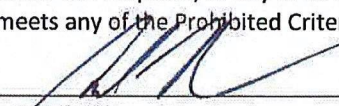
by Chad Hughes - President  
(print individual's name and title)

for Hughes Brothers Construction, Inc.  
(print name of entity submitting sworn statement)

whose business address is

948 Walker Rd Wildwood FL 34785

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "**Prohibited Criteria**"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

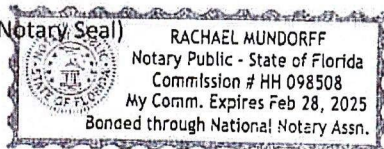
  
Signature by authorized representative of Contractor

STATE OF FLORIDA

COUNTY OF Sumter

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21 day of Sept, 2023, by Chad Hughes as President of Hughes Brothers Construction Inc. S/He ☒ is personally known to me or ☐ produced as identification.

(Official Notary Seal)



Name: Rachael Mundorff

## EXHIBIT B

### PUBLIC ENTITY CRIMES STATEMENT

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Twisted Oaks Pointe Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Hughes Brothers Construction Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 948 Walker Rd Wildwood FL 34785
4. Contractor's Federal Employer Identification Number (FEIN) is 300715911  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

    X     Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

           The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

       There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

       The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

       The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.



Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 21 day of September, 2023.

Contractor: 

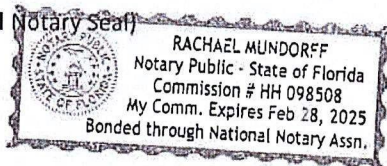
By: Chad Hughes

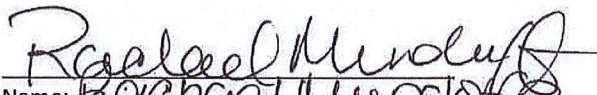
Title: President

STATE OF FLORIDA  
COUNTY OF Sumter

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Chad Hughes, President S/He is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(Official Notary Seal)



  
Name: Rachael Mundorf



## EXHIBIT C

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\$2070.75 Dollars
3. The amount listed above has been included within the Contract Price.

Dated this 21 day of September, 2023.

Contractor: 

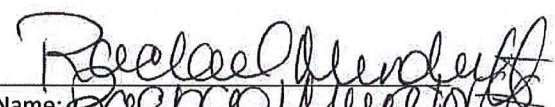
By: Chad Hughes

Title: President

STATE OF FLORIDA  
COUNTY OF Sumter

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21 day of Sept, 2023, by Chad Hughes, President S/He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.



  
Name: Rachael Mundorff

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
Sloping & Benching Sides	2965 LF	\$0.55	\$1630.75
Trench Box	400 LF	\$1.10	\$440.00
<b>Project Total</b>			<b>\$2070.75</b>

Dated this 21 day of September, 2023.

Contractor: 

By: Chad Hughes

Title: President

STATE OF FLORIDA  
COUNTY OF Sumter

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21 day of Sept, 2023, by Chad Hughes, President S/He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.



Name: Rachael Mundorff

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
[TWISTED OAKS POINTE PHASE TWO PROJECT]**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hughes Brothers Construction Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The *Contractor Agreement* ("**Contractor Agreement**") between KL Twisted Oaks LLC and Contractor dated August 28, 2023, has been assigned to the Twisted Oaks Pointe Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that Contractor has furnished and recorded a performance and payment bond for the outstanding balance of the Contractor Agreement in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement, if any, are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this 21 day of September, 2023.

HUGHES BROTHERS CONSTRUCTION INC.

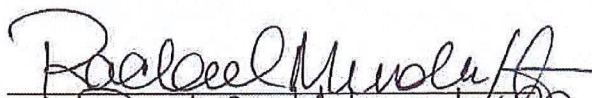
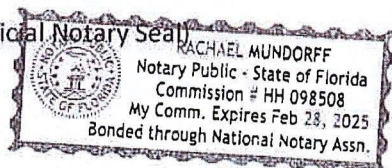


By: Chad Hughes  
Its: President

STATE OF FLORIDA )  
COUNTY OF Sumter )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of Sept, 2023, by Chad Hughes, as President for Hughes Brothers Construction Inc. S/He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(Official Notary Seal)

  
Name: Michael Mundorff



69.50

Gloria R. Hayward, Sumter County Clerk of Court  
Inst: 202360037899 Date: 10/06/2023 Time: 9:58AM  
Page 1 of 8 B: 4539 P: 630 By: ML

## PUBLIC CONSTRUCTION PERFORMANCE BOND Twisted Oaks Pointe Project

CONTRACTOR: Hughes Brothers Construction Inc.  
948 Walker Road  
Wildwood, Florida 34785  
Tel.: (352) 399-6829

SURETY: Westfield Insurance Co.  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001  
Tel.: 813-464-2034

CONTRACTING ENTITY / OWNER: Twisted Oaks Pointe Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Tel.: (561) 571-0010

ADDITIONAL OBLIGEEES: KL Twisted Oaks LLC  
105 NE 1<sup>st</sup> Street  
Delray Beach, Florida 33444  
Tel.:

CONTRACT  
Date: August 28, 2023  
Amount: \$2,011,703.50  
Description (Name and Location): Twisted Oaks Pointe Phase Two Project – Sumter County, Florida

BOND ("Bond")  
Bond Number: 360039C  
Date (Not earlier than Contract Date): 9/22/23  
Amount: \$2,011,704

**KNOW ALL MEN BY THESE PRESENTS** that **Hughes Brothers Construction Inc.** ("**Principal**") and **Westfield Insurance Company** ("**Surety**"), are held and firmly bound unto **Twisted Oaks Pointe Community Development District**, its successors and assigns (together, "**Obligee**"), in the penal sum of \$2,011,704 Dollars (\$), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written agreement with **KL Twisted Oaks LLC** ("**Additional Obligatee**"), dated August 28, 2023, assigned to Obligatee on Sept 22 2023, which along with any amendments, modifications, additions, changes, or alterations thereto (collectively, "**Contract**") is incorporated herein and made a part of this Bond by reference in its entirety, and which is for the construction of the Twisted Oaks Pointe Phase Two Project, as more particularly described in the Contract.

**NOW, THEREFORE**, the conditions of this obligation are as follows:

1. that if the Principal shall fully and completely perform all the undertakings, covenants, terms and conditions contained in the Contract at the times and in the manner prescribed therein, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made;
2. that if the Principal pays Obligatee all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Obligatee sustains because of a default by Principal under the Contract;
3. that if the Principal performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

R-KUTAK LLP  
107 W College Ave  
Tallahassee, FL 32301

**Gloria R. Hayward, Sumter County Clerk of Court**  
**Inst: 202360037899 Date: 10/06/2023 Time: 9:58AM**  
**Page 2 of 8 B: 4539 P: 631 By: ML**

then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Oblige to be, in default under the Contract, the Surety shall promptly remedy the default and complete the Contract according to all of its terms and conditions. If the Surety fails to diligently commence completion of the Contract within thirty (30) days of notice of default, the Oblige, in its sole discretion, may complete the Contract, and have the Surety reimburse the Oblige for all costs and expenses incurred by the Oblige, including but not limited to attorney's fees and costs. If the Surety completes the Contract, the selection of any completing contractor, and the form of any completion contract, shall be subject to the approval of the Oblige, and such approval shall not be unreasonably withheld.

In addition, the Surety shall indemnify and hold harmless the Oblige from any and all losses, liability and damages (including delay damages), claims, judgments, liens, and costs of every description, including but not limited to attorney's fees and costs, which the Oblige may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions and requirements of the Contract, including any and all amendments and modifications thereto, or which the Oblige may incur by making good any such failure of performance on the part of the Principal; provided that the liability of the Surety shall not exceed the liability of the Principal or the penal sum of the Bond.

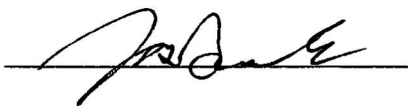
The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, changes in scope, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

For avoidance of doubt, and without intending to limit the foregoing sentence in any way, this Bond applies to the performance of the terms and conditions under the Contract by the Principal with respect to the quality of materials, as such quality is specified by the Contract, which are made by Oblige through direct purchases pursuant to the Contract, the cost of which are deducted pursuant to change order from the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Oblige named herein, or their executors, administrators, successors or assigns.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 22 day of September, 2023.

Attest:



Attest:



**HUGHES BROTHERS CONSTRUCTION INC.**

  
Chad E. Hughes, President

**Westfield Insurance Co.**

  
Mitchell D. Wiley, Power of Attorney

Gloria R. Hayward, Sumter County Clerk of Court  
Inst: 202360037899 Date: 10/06/2023 Time: 9:58AM  
Page 3 of 8 B: 4539 P: 632 By: ML

**MULTIPLE OBLIGEE RIDER**

**TO BE ATTACHED TO** and form part of Performance Bond Number 3360039C executed concurrently with this rider ("**Bond**"), it is agreed that:

Westfield Insurance Co., 1 Park Circle, PO Box 5001, Westfield Center, OH 44251-5001 (insert name and address of Surety), as "**Surety**", and Hughes Brothers Construction Inc., as "**Principal**", for valuable consideration, hereby agree that the Bond issued and executed by Surety and Principal in favor of Twisted Oaks Pointe Community Development District, as primary "**Obligee**," in connection with the *Contractor Agreement*, dated August 28, 2023 ("**Construction Agreement**"), which Bond and Construction Agreement are made a part hereof by reference, shall now include as additional Obligee(s): KL Twisted Oaks LLC ("**Additional Obligees**"), subject to the conditions set forth below:

1. The Surety and Principal shall not be liable under the Bond to the primary Obligee, the Additional Obligees, or any of them, unless the primary Obligee, the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Construction Agreement, to the Surety) in accordance with the terms of said Construction Agreement as to payments and shall perform all other material obligations to be performed under said Construction Agreement at the time and in the manner therein set forth.

2. The aggregate liability of the Surety and Principal under the Bond to any or all of the Obligees, primary and Additional Obligees, as their interests may appear, is limited to the penal sum of the Bond; the Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the primary Obligee; and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the primary Obligee under the Construction Agreement.

3. At the Surety's election, any payment due under the Bond may be made by its check issued to the Obligees jointly.

Except as herein modified, the Bond shall be and remain in full force and effect.

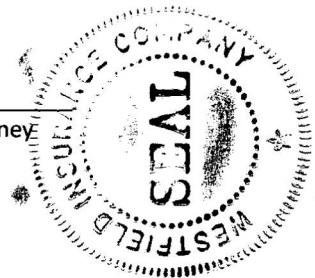
**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 22 day of September, 2023.



**HUGHES BROTHERS CONSTRUCTION INC.**

  
Chad E. Hughes, President

**Westfield Insurance Co.**

  
Mitchell D. Wiley, Power of Attorney

**Gloria R. Hayward, Sumter County Clerk of Court**  
**Inst: 202360037899 Date: 10/06/2023 Time: 9:58AM**  
**Page 4 of 8 B: 4539 P: 633 By: ML**

**PUBLIC CONSTRUCTION PAYMENT BOND**  
**(Section 255.05, Fla. Stat.)**

CONTRACTOR: Hughes Brothers Construction Inc.  
948 Walker Road  
Wildwood, Florida 34785  
Tel.: (352) 399-6829

SURETY: Westfield Insurance Co.  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001  
Tel.: 813-464-2034

CONTRACTING ENTITY / OWNER: Twisted Oaks Pointe Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Tel.: (561) 571-0010

ADDITIONAL OBLIGEEES: KL Twisted Oaks LLC  
105 NE 1<sup>st</sup> Street  
Delray Beach, Florida 33444  
Tel.:

CONTRACT  
Date: August 28, 2023  
Amount: \$2,011,703.50  
Description (Name and Location): Twisted Oaks Pointe Phase Two Project – Sumter County, Florida

BOND ("Bond")  
Bond Number: 360039C  
Date (Not earlier than Contract Date): 9/22/23  
Amount: \$2,011,704

---

**KNOW ALL MEN BY THESE PRESENTS** that **Hughes Brothers Construction Inc.** ("Principal") and Westfield Insurance Company ("Surety"), are held and firmly bound unto **Twisted Oaks Pointe Community Development District**, its successors and assigns (together, "Obligee"), in the penal sum of \$2,011,704 Dollars (\$), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written agreement with **KL Twisted Oaks LLC** ("Additional Obligee"), dated August 28, 2023, assigned to Obligee on Sept 22, 2023, which along with any amendments, modifications, additions, changes, or alterations thereto (collectively, "Contract") is incorporated herein and made a part of this Bond by reference in its entirety, and which is for the construction of the Twisted Oaks Pointe Phase Two Project, as more particularly described in the Contract.

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, changes in scope, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.



Gloria R. Hayward, Sumter County Clerk of Court  
Inst: 202360037899 Date: 10/06/2023 Time: 9:58AM  
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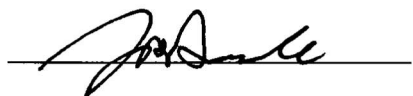
This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

Subject to the requirements of Section 255.05, Florida Statutes, and except as provided therein, no action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the claimant prosecuting said action.

Any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this 22 day of September, 2023.

Attest:



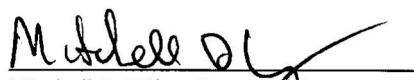
HUGHES BROTHERS CONSTRUCTION INC.

  
Chad E. Hughes, President

Attest:



Westfield Insurance Co.

  
Mitchell D. Wiley, Power of Attorney

[Attach Power of Attorney]



Gloria R. Hayward, Sumter County Clerk of Court  
Inst: 202360037899 Date: 10/06/2023 Time: 9:58AM  
Page 6 of 8 B: 4539 P: 635 By: ML

**MULTIPLE OBLIGEE RIDER**

**TO BE ATTACHED TO** and form part of Payment Bond Number 360039C executed concurrently with this rider ("**Bond**"), it is agreed that:

Westfield Insurance Co., 1 Park Circle, PO Box 5001, Westfield Center, OH 44251-5001 (insert name and address of Surety), as "**Surety**", and Hughes Brothers Construction Inc., as "**Principal**", for valuable consideration, hereby agree that the Bond issued and executed by Surety and Principal in favor of Twisted Oaks Pointe Community Development District, as primary "**Obligee**," in connection with the *Contractor Agreement* dated August 28, 2023 ("**Construction Agreement**"), which Bond and Construction Agreement are made a part hereof by reference, shall now include as additional Oblige(e)s: KL Twisted Oaks LLC ("**Additional Oblige(e)s**"), subject to the conditions set forth below:

1. The Surety and Principal shall not be liable under the Bond to the primary Oblige(e), the Additional Oblige(e)s, or any of them, unless the primary Oblige(e), the Additional Oblige(e)s, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Construction Agreement, to the Surety) in accordance with the terms of said Construction Agreement as to payments.

2. The aggregate liability of the Surety and Principal under the Bond to any or all of the Oblige(e)s, primary and Additional Oblige(e)s, as their interests may appear, is limited to the penal sum of the Bond; the Additional Oblige(e)s' rights hereunder are subject to the same defenses Principal and/or Surety have against the primary Oblige(e); and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the primary Oblige(e) under the Construction Agreement.

3. At the Surety's election, any payment due under the Bond may be made by its check issued to the Oblige(e)s jointly.

Except as herein modified, the Bond shall be and remain in full force and effect.

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Gloria R. Hayward, Sumter County Clerk of Court  
Inst: 202360037899 Date: 10/06/2023 Time: 9:58AM  
Page 7 of 8 B: 4539 P: 636 By: ML

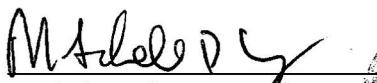
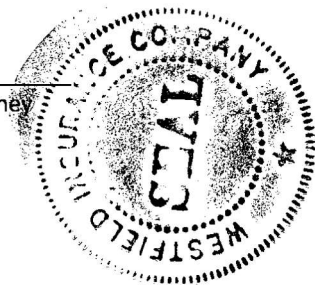
IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 22 day of September, 2023.



HUGHES BROTHERS CONSTRUCTION INC.

  
Chad E. Hughes, President

Westfield Insurance Co.

  
Mitchell D. Wiley, Power of Attorney

General  
Power  
of Attorney

Gloria R. Hayward, Sumter County Clerk of Court  
Inst: 202360037899 Date: 10/06/2023 Time: 9:58AM  
Page 8 of 8 B: 4539 P: 637 By: ML

POWER NO. 0997482 00

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
JOHN R. BRUNEAU, RICHARD D. CHILDERS, JR., CONNIE L. RUSSELL, CHELSEY L. EVERETT, DIANE LYNN SCHLABIG,  
LANCE KINNEY, MITCHELL D. WILEY, JOINTLY OR SEVERALLY

of LEESBURG and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022.



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY


By:   
Gary W. Stumper, National Surety Leader and Senior Executive

On this 01st day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina ss.:

  
David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22 day of Sept A.D.,



  
Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MAY 31, 2025**

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MAY 31, 2025**

	General Fund	Debt Service Fund Series 2023 AA1	Debt Service Fund Series 2023 AA2	Debt Service Fund Series 2024	Capital Projects Fund Series 2023 AA1	Capital Projects Fund Series 2023 AA2	Capital Projects Fund Series 2024	Total Governmental Funds
<b>ASSETS</b>								
Cash	\$ 59,677	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,677
Investments								
Revenue	-	169,751	146,184	2,456	-	-	-	318,391
Reserve	-	414,803	369,509	701,606	-	-	-	1,485,918
Capitalized interest	-	1	-	21,205	-	-	-	21,206
Construction	-	-	-	-	52,625	113,740	5,806,139	5,972,504
Cost of issuance	-	11,520	12,519	10,797	-	-	-	34,836
Due from Landowner	-	-	-	-	77,552	-	-	77,552
Due from KL Highfield	-	-	315,550	-	-	-	-	315,550
Due from Pulte Group	-	-	3,177	-	-	-	-	3,177
Due from general fund	-	25	-	-	-	-	-	25
Due from debt service fund	-	-	1,270	-	-	-	-	1,270
Due from capital projects fund	-	-	72,390	-	3,248	-	-	75,638
Due from other governments	-	-	-	-	1,555	-	-	1,555
Total assets	<u>\$ 59,677</u>	<u>\$596,100</u>	<u>\$ 920,599</u>	<u>\$ 736,064</u>	<u>\$ 134,980</u>	<u>\$ 113,740</u>	<u>\$5,806,139</u>	<u>\$ 8,367,299</u>
<b>LIABILITIES AND FUND BALANCES</b>								
Liabilities:								
Accounts payable	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
Contracts payable	-	-	-	-	119,284	33,529	25	152,838
Due to DS 2023 AA1	25	-	-	-	-	-	-	25
Due to DS 2023 AA2	-	1,270	-	-	-	72,390	-	73,660
Due to capital projects fund	-	-	-	-	-	-	3,248	3,248
Tax payable	30	-	-	-	-	-	-	30
Landowner advance	6,000	-	-	-	-	-	-	6,000
Total liabilities	<u>7,055</u>	<u>1,270</u>	<u>-</u>	<u>-</u>	<u>119,284</u>	<u>105,919</u>	<u>3,273</u>	<u>236,801</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>								
Deferred receipts	-	-	318,727	-	77,552	-	-	396,279
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>318,727</u>	<u>-</u>	<u>77,552</u>	<u>-</u>	<u>-</u>	<u>396,279</u>
Fund balances:								
Restricted for:								
Debt service	-	594,830	601,872	736,064	-	-	-	1,932,766
Capital projects	-	-	-	-	(61,856)	7,821	5,802,866	5,748,831
Unassigned	52,622	-	-	-	-	-	-	52,622
Total fund balances	<u>52,622</u>	<u>594,830</u>	<u>601,872</u>	<u>736,064</u>	<u>(61,856)</u>	<u>7,821</u>	<u>5,802,866</u>	<u>7,734,219</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 59,677</u>	<u>\$596,100</u>	<u>\$ 920,599</u>	<u>\$ 736,064</u>	<u>\$ 134,980</u>	<u>\$ 113,740</u>	<u>\$5,806,139</u>	<u>\$ 8,367,299</u>

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MAY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 100,327	\$ -	N/A
Assessment levy: off-roll	12,807	153,396	257,885	59%
Lot closing assessment	444	25,750	-	N/A
Landowner contribution	-	132,912	336,915	39%
Total revenues	<u>13,251</u>	<u>412,385</u>	<u>594,800</u>	69%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	215	431	4,000	11%
Management/accounting/recording	4,000	32,000	48,000	67%
Legal	2,332	13,963	25,000	56%
Engineering	-	-	2,000	0%
Audit	1,000	1,000	5,500	18%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	667	1,000	67%
Trustee	-	7,500	5,500	136%
Telephone	16	133	200	67%
Postage	18	213	500	43%
Printing & binding	41	333	500	67%
Legal advertising	-	638	6,500	10%
Annual special district fee	-	175	175	100%
Insurance	-	5,564	5,500	101%
Contingencies/bank charges	81	681	500	136%
Website				
Hosting & maintenance	-	705	705	100%
EMMA software services	-	4,500	-	N/A
ADA compliance	-	210	210	100%
Tax collector	-	2,005	-	N/A
Total professional & administrative	<u>7,786</u>	<u>70,718</u>	<u>106,290</u>	67%
<b>Field operations</b>				
Management	500	4,000	12,960	31%
Stomwater management				
Maintenance contract dry ponds	-	-	25,000	0%
Wetland maintenance	-	-	10,000	0%
Repair/maintenance/pressure washing	-	-	5,000	0%
Electric/utilities	16,335	94,435	25,000	378%
Landscape maintenance	20,310	172,129	100,000	172%
Landscape contingency	-	-	10,000	0%
Irrigation repairs	-	-	5,000	0%
General maintenance	-	-	7,500	0%
Dog waste stations	-	-	4,000	0%
Total field operations	<u>37,145</u>	<u>270,564</u>	<u>204,460</u>	132%



**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MAY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>Amenity center - Highfield</b>				
Internet & cable	-	-	2,500	0%
Electric	-	5,115	5,000	102%
Water/irrigation	-	-	5,000	0%
Potable water	-	-	10,000	0%
Alarm monitoring	-	-	900	0%
Monitoring	-	-	6,000	0%
Access cards	-	-	400	0%
Facility management	-	-	50,000	0%
Landscape maintenance	-	-	40,000	0%
Landscape contingency	-	-	3,000	0%
Pool service	-	-	10,800	0%
Janitorial services	-	-	6,000	0%
Janitorial supplies	-	-	5,000	0%
Fitness equipment lease	-	-	750	0%
Pest control	-	-	500	0%
Special events	-	-	5,000	0%
Fitness center repairs/supplies	-	-	600	0%
Insurance: property	-	13,366	35,000	38%
<b>Amenity center - Twisted</b>				
Internet & cable	-	-	1,000	0%
Electric	-	-	2,000	0%
Water/irrigation	-	-	2,000	0%
Potable water	-	-	4,000	0%
Alarm monitoring	-	-	400	0%
Monitoring	-	-	2,400	0%
Access cards	-	-	200	0%
Facility management	-	-	20,000	0%
Landscape maintenance	-	-	16,000	0%
Landscape contingency	-	-	1,600	0%
Pool service	-	-	5,000	0%
Janitorial services	-	-	2,400	0%
Janitorial supplies	-	-	2,000	0%
Fitness equipment lease	-	-	200	0%
Pest control	-	-	200	0%
Special events	-	-	3,000	0%
Fitness center repairs/supplies	-	-	200	0%
Insurance: property	-	-	35,000	0%
Total amenity center	-	18,481	284,050	0
Total expenditures	44,931	359,763	594,800	60%
Excess/(deficiency) of revenues over/(under) expenditures	(31,680)	52,622	-	
Fund balances - beginning	84,302	-	-	
Fund balances - ending	\$ 52,622	\$ 52,622	\$ -	

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2023 AA1  
FOR THE PERIOD ENDED MAY 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 293,070	\$ -	N/A
Assessment levy: off-roll	-	11,565	411,991	3%
Interest	2,748	20,593	-	N/A
Total revenues	<u>2,748</u>	<u>325,228</u>	<u>411,991</u>	79%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	90,000	90,000	90,000	100%
Interest	160,731	321,462	321,463	100%
Total debt service	<u>250,731</u>	<u>411,462</u>	<u>411,463</u>	100%
<b>Other fees &amp; charges</b>				
Tax collector	-	5,857	-	N/A
Total other fees and charges	<u>-</u>	<u>5,857</u>	<u>-</u>	N/A
Total expenditures	<u>250,731</u>	<u>417,319</u>	<u>411,463</u>	101%
Excess/(deficiency) of revenues over/(under) expenditures	(247,983)	(92,091)	529	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	(8,981)	(19,438)	-	N/A
Total other financing sources	<u>(8,981)</u>	<u>(19,438)</u>	<u>-</u>	N/A
Net change in fund balances	(256,964)	(111,529)	529	
Fund balances - beginning	851,794	706,359	595,571	
Fund balances - ending	<u>\$ 594,830</u>	<u>\$ 594,830</u>	<u>\$ 596,100</u>	

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2023 AA2  
FOR THE PERIOD ENDED MAY 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 10,229	\$ 357,873	\$ 367,003	98%
Assessment prepayments	1,395	63,854	-	N/A
Interest	2,510	15,077	-	N/A
Total revenues	<u>14,134</u>	<u>436,804</u>	<u>367,003</u>	119%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	65,000	65,000	65,000	100%
Interest	150,471	300,944	300,944	100%
Total expenditures	<u>215,471</u>	<u>365,944</u>	<u>365,944</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	(201,337)	70,860	1,059	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	(8,005)	(17,311)	-	N/A
Total other financing sources	<u>(8,005)</u>	<u>(17,311)</u>	<u>-</u>	N/A
Net change in fund balances	(209,342)	53,549	1,059	
Fund balances - beginning	811,214	548,323	553,651	
Fund balances - ending	<u>\$ 601,872</u>	<u>\$ 601,872</u>	<u>\$ 554,710</u>	

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2024  
FOR THE PERIOD ENDED MAY 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Assessment prepayments	\$ 2,455	\$ 2,455
Interest	3,297	30,365
Total revenues	<u>5,752</u>	<u>32,820</u>
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Interest	276,635	573,250
Total debt service	<u>276,635</u>	<u>573,250</u>
Excess/(deficiency) of revenues over/(under) expenditures	(270,883)	(540,430)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer out	-	(12,674)
Total other financing sources	<u>-</u>	<u>(12,674)</u>
Net change in fund balances	(270,883)	(553,104)
Fund balances - beginning	1,006,947	1,289,168
Fund balances - ending	<u><u>\$ 736,064</u></u>	<u><u>\$ 736,064</u></u>

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023 AA1  
FOR THE PERIOD ENDED MAY 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ 41,732	\$ 369,777
Interest	86	11,541
Total revenues	<u>41,818</u>	<u>381,318</u>
<b>EXPENDITURES</b>		
Construction costs	119,284	445,797
Total expenditures	<u>119,284</u>	<u>445,797</u>
Excess/(deficiency) of revenues over/(under) expenditures	(77,466)	(64,479)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	8,981	22,139
Total other financing sources/(uses)	<u>8,981</u>	<u>22,139</u>
Net change in fund balances	(68,485)	(42,340)
Fund balances - beginning	6,629	(19,516)
Fund balances - ending	<u>\$ (61,856)</u>	<u>\$ (61,856)</u>

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023 AA2  
FOR THE PERIOD ENDED MAY 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ 33,263	\$ 215,193
Interest	1	8,597
Total revenues	<u>33,264</u>	<u>223,790</u>
<b>EXPENDITURES</b>		
Construction costs	33,449	223,471
Total expenditures	<u>33,449</u>	<u>223,471</u>
Excess/(deficiency) of revenues over/(under) expenditures	(185)	319
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	8,005	17,311
Transfer out	-	(2,701)
Total other financing sources/(uses)	<u>8,005</u>	<u>14,610</u>
Net change in fund balances	7,820	14,929
Fund balances - beginning	1	(7,108)
Fund balances - ending	<u><u>\$ 7,821</u></u>	<u><u>\$ 7,821</u></u>

**TWISTED OAKS POINTE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2024  
FOR THE PERIOD ENDED MAY 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 19,147	\$ 179,513
Total revenues	<u>19,147</u>	<u>179,513</u>
<b>EXPENDITURES</b>		
Construction costs	60,764	825,842
Total expenditures	<u>60,764</u>	<u>825,842</u>
Excess/(deficiency) of revenues over/(under) expenditures	(41,617)	(646,329)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	12,674
Total other financing sources/(uses)	<u>-</u>	<u>12,674</u>
Net change in fund balances	(41,617)	(633,655)
Fund balances - beginning	5,844,483	6,436,521
Fund balances - ending	<u>\$ 5,802,866</u>	<u>\$ 5,802,866</u>

# **TWISTED OAKS POINTE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**



**DRAFT**

**MINUTES OF MEETING**

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Twisted Oaks Pointe Community Development District held a Regular Meeting on May 12, 2025 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785.

**Present:**

Bill Fife	Chair
Stephanie Vaughn	Vice Chair
Kara Disotell	Assistant Secretary
Greg Beliveau	Assistant Secretary

**Also present:**

Ernesto Torres	District Manager
Jere Earlywine (via telephone)	District Counsel
Matt Morris (via telephone)	District Engineer
Felix Rodriguez (via telephone)	

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 10:08 a.m. The Oath of Office was administered to Mr. Greg Beliveau before the meeting. Supervisors Fife, Vaughn, Beliveau and Disotell were present. Supervisor Williams was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Elected Supervisor Greg Beliveau [Seat 5] (the following to be provided in separate package)**

Mr. Beliveau is familiar with the following:

**A. Required Ethics Training and Disclosure Filing**

- **Sample Form 1 2023/Instructions**

**B. Membership, Obligations and Responsibilities**

**C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

**D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers**

**FOURTH ORDER OF BUSINESS**

**Ratification of Resolution 2025-04, Electing and Removing Officers of the District, and Providing for an Effective Date**

Mr. Torres presented Resolution 2025-04. The slate of officers was as follows:

William Fife	Chair
Stephanie Vaughn	Vice Chair
Peter Williams	Assistant Secretary
Kara Disotell	Assistant Secretary
Greg Beliveau	Assistant Secretary

The following prior appointments by the Board remain unchanged by this Resolution:

Craig Wrathell	Secretary
Ernesto Torres	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

**On MOTION by Ms. Disotell and seconded by Ms. Vaughn, with all in favor, Resolution 2025-04, Electing and Removing Officers of the District, and Providing for an Effective Date, was ratified.**

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-05, Approving a Proposed Budget for Fiscal Year 2025/2026, and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date**

This item was presented following the Fourteenth Order of Business.

**SIXTH ORDER OF BUSINESS**

**Discussion: Fiscal Year 2026 Meeting Schedule [Coincide with Kolter District Meetings]**

Discussion ensued regarding potential meeting times and locations.

Mr. Torres asked if the Board has potential meeting times for all the CDD's on which the Board Members serve. He recapped the following tentative Board meeting times:

Winding Oaks CDD: 10:00 a.m.

Twisted Oaks Pointe CDD: 11:30 a.m.

Hammock Oaks CDD: 1:00 p.m.

Cresswind CDD: 1:30 p.m.

Mr. Torres stated Staff will work on room reservations at the Belleview Community Center and place a resolution on the next agenda for Board approval.

#### SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date**

This item was tabled to the next meeting.

#### EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2025-07, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date**

**On MOTION by Mr. Beliveau and seconded by Ms. Disotell, with all in favor, Resolution 2025-07, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date, was adopted.**

#### NINTH ORDER OF BUSINESS

**Discussion: Cost Sharing Agreements for Multi-Family and Commercial Parcels**

Mr. Earlywine stated that Staff is still working through this. He reported the following:

➤ Staff recorded a Master Surge Drainage Easement against all the commercial and multi-family off-site parcels, which allows those parcels to tap into the CDD's drainage system.

➤ Staff put in place an Interlocal Agreement with the City to have the authority to work in those areas, with respect to the road infrastructure, stormwater system and a wetland area.

➤ Staff is working on a cost-share agreement between the CDD and DR Horton's multi-family group, DHIC, which is the first buyer. Staff has been negotiating the terms; particularly,

figuring out what the CDD'S budget is for the multi-family and commercial area, as a whole, and finding a fair way to divide it. The talks are ongoing.

➤ Mr. Adams prepared a budget and a map of the area, which are under review.

➤ Mr. Earlywine asked if Ms. Vaughn can continue as the Board liaison outside of meetings to help navigate what type of agreement to put in place.

Mr. Earlywine stated that a separate budget will be needed for the off-site areas and there will be revenue line items from each of the multi-family and commercial owners, and roads and other improvements that will be coming online. Ms. Vaughn listed the items that are already in place and will require maintenance. A separate budget for those items is imminent.

**On MOTION by Mr. Beliveau and seconded by Mr. Fife, with all in favor, authorizing Ms. Vaughn to continue working with District Counsel on the cost-share agreement with the commercial and multi-family parcels, was approved.**

#### TENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-08, to Designate the Date, Time and Location of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Amenity Facilities; and Providing an Effective Date**

Mr. Torres presented Resolution 2025-08.

Discussion ensued regarding the parking situation, the rulemaking process, the Amenity Rules, identifying an adults-only pool with an age restriction, the Parking Rules and amending the Parking Rules to include rules about boats, trailers and RVs.

**On MOTION by Ms. Disotell and seconded by Ms. Vaughn, with all in favor, Resolution 2025-08, to Designate the Date, Time and Location of July 14, 2025 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785, for a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Amenity Facilities; and Providing an Effective Date, was adopted.**

#### ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-09, to Designate the Date, Time and Location of a**

Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Parking and Parking Enforcement; and Providing an Effective Date

On MOTION by Ms. Disotell and seconded by Ms. Vaughn, with all in favor, Resolution 2025-09, to Designate the Date, Time and Location of July 14, 2025 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785 for a Public Hearing, and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Parking and Parking Enforcement; and Providing an Effective Date, was adopted.

## TWELFTH ORDER OF BUSINESS

## Ratification Item(s)

- A. The City of Wildwood, Florida Interlocal Agreement for Operation and Maintenance
- B. Hughes Brothers Construction, Inc. Items
  - I. Dirt Purchase Agreement
  - II. Change Orders
    - a. No. 13 [Highfields Phase 1]
    - b. No. 14 [Highfields Phase 1]
    - c. No. 15 [Highfields Phase 1]
    - d. No. 7 [Highfields Phase 2]
    - e. No. 19 [Phase 1 Infrastructure]
    - f. No. 20 [Phase 1 Infrastructure]
    - g. No. 9 [Phase 2 Infrastructure]
    - h. No. 10 [Phase 2 Infrastructure]
    - i. No. 1.6 [Townhomes Phases 1 & 2]
    - j. No. 2.4 [Townhomes Phases 1 & 2]
    - k. No. 9 [Commercial Roadway]
- C. Yellowstone Landscape Southeast, LLC First Amendment to Landscape & Irrigation Services Agreement

On MOTION by Mr. Beliveau and seconded by Mr. Fife, with all in favor, the City of Wildwood, Florida Interlocal Agreement for Operation and Maintenance; the Hughes Brothers Construction, Inc. Dirt Purchase Agreement

and Change Orders, as listed; and the Yellowstone Landscape Southeast, LLC First Amendment to Landscape & Irrigation Services Agreement, were ratified.

**THIRTEENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial  
Statements as of March 31, 2025

On MOTION by Mr. Fife and seconded by Mr. Beliveau, with all in favor, the Unaudited Financial Statements as of March 31, 2025, were accepted.

**FOURTEENTH ORDER OF BUSINESS**

Approval of Minutes

A. February 10, 2025 Landowners' Meeting

B. February 10, 2025 Regular Meeting

On MOTION by Ms. Disotell and seconded by Ms. Vaughn, with all in favor, the February 10, 2025 Landowners' Meeting Minutes and the February 10, 2025 Regular Meeting Minutes, both as presented, were approved.

- Consideration of Resolution 2025-05, Approving a Proposed Budget for Fiscal Year 2025/2026, and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date

This item, previously the Fifth Order of Business was presented out of order.

Mr. Torres presented Resolution 2025-05. He reviewed the Proposed Fiscal Year 2026 budget. Several budget line items were not used yet as Staff was anticipating the opening of the amenities and created those budget line items to be addressed today.

Mr. Fife listed the following line item changes/adjustments:

Field Ops, "Streetlighting": Change \$10,000 to \$250,000

Field Ops, "Electric/utilities": Change from \$140,000 to \$10,000

"Total Field Operations": Change to \$501,460

"Amenity Center – Highfield": Increase all line items, remove "Fitness equipment";

Highfield Amenity total is \$190,800

"Amenity Center – Twisted": Twisted Amenity total is \$215,500

Total Amenity Center line item: Change from \$269,000 to \$406,500

Mr. Earlywine stated an additional revenue expense line item should be added for the commercial and multi-family parcels and recommended a “Developer cost share agreement”, which will be replaced by individual cost shares as those come online.

With these changes, the budget will increase to \$1,130,890.

Mr. Fife will email the adjustments to Mr. Torres.

**On MOTION by Mr. Fife and seconded by Ms. Vaughn, with all in favor, the Resolution 2025-05, Approving a Proposed Budget for Fiscal Year 2025/2026, as amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for July 14, 2025 at 10:00 a.m., at The Villages Public Library at Pinellas Plaza, 7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date, were approved.**

**FIFTEENTH ORDER OF BUSINESS****Staff Reports****A. District Counsel: Kutak Rock LLP****B. District Engineer: Morris Engineering and Consulting, LLC**

There were no District Counsel or District Engineer reports.

**C. District Manager: Wrathell, Hunt and Associates, LLC**

- **51 Registered Voters in District as of April 15, 2025**

- **NEXT MEETING DATE: June 9, 2025 at 10:00 AM**

- **QUORUM CHECK**

The next meeting will be held on June 9, 2025, unless cancelled.

**SIXTEENTH ORDER OF BUSINESS****Board Members’ Comments/Requests**

There were no Board Members’ comments or requests.

**SEVENTEENTH ORDER OF BUSINESS****Public Comments**

No members of the public spoke.

**EIGHTEENTH ORDER OF BUSINESS****Adjournment**

**On MOTION by Mr. Fife and seconded by Ms. Vaughn, with all in favor, the meeting adjourned at 10:52 a.m.**

269

270

271

272 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair



**TWISTED OAKS  
POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
<b>LOCATION</b> <i>The Villages Public Library at Pinellas Plaza</i> <i>7375 Powell Rd., Conference Room 162, Wildwood, Florida 34785</i> <i><sup>1</sup>Wildwood Community Center, 6500 Powell Road, Wildwood, Florida 34785</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2024* <b>CANCELED</b>	Regular Meeting	10:00 AM
November 5, 2024 <b>CANCELED</b>	Landowners' Meeting	10:00 AM
November 12, 2024** <b>CANCELED</b>	Regular Meeting	10:00 AM
December 9, 2024	Regular Meeting	10:00 AM
January 13, 2025 <b>CANCELED</b>	Landowners' Meeting	10:00 AM
January 13, 2025 <b>CANCELED</b>	Regular Meeting	10:00 AM
February 10, 2025	Landowners' Meeting	10:00 AM
February 10, 2025	Regular Meeting	10:00 AM
March 10, 2025 <b>CANCELED</b>	Regular Meeting	11:30 AM
April 14, 2025 <sup>1</sup> <b>CANCELED</b>	Regular Meeting	10:00 AM
May 12, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	10:00 AM
June 9, 2025 <b>CANCELED</b>	Regular Meeting	10:00 AM
July 14, 2025	Public Hearings & Regular Meeting <i>Adoption of FY2026 Budget;</i> <i>Adoption of Rules Relating to Amenity</i> <i>Facilities and Parking Enforcement</i>	10:00 AM
August 11, 2025	Regular Meeting	10:00 AM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
<b>September 8, 2025</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>

**Exceptions**

*\*October meeting date is two (2) days later to accommodate Columbus Day holiday*

*\*\*November meeting date is one (1) day later to accommodate Veterans Day holiday*