



Rizzetta & Company

Seven Oaks Community Development District

Board of Supervisors' Meeting December 3, 2025

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813-994-1001**

www.sevenoakscdd.com

**SEVEN OAKS
COMMUNITY DEVELOPMENT DISTRICT**

Seven Oaks Clubhouse, 2910 Sports Core Circle, Wesley Chapel, FL 33544

Board of Supervisors	Andrew Mendenhall Chairman	
	Sean Grace	Vice Chairman
	Theodore Rhodes	Assistant Secretary
	Jon Tomsu	Assistant Secretary
	Jack Christensen	Assistant Secretary
District Manager	Scott Brizendine	Rizzetta & Company, Inc.
District Counsel	Kathryn Hopkinson	Straley Robin & Vericker
District Engineer	Greg Woodcock	Stantec Consulting

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. 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.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the 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 the appeal is to be based.

SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO RD, SUITE 100 • WESLEY CHAPEL, FL 33544
MAILING ADDRESS • 3434 COLWELL AVE, STE 200 • TAMPA, FL 33614

WWW.SEVENOAKSCDD.COM

November 26, 2025

Board of Supervisors
**Seven Oaks Community
Development District**

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Seven Oaks Community Development District will be held on **Wednesday, December 3, 2025 at 6:00 p.m.** at the Seven Oaks Clubhouse, located at 2910 Sports Core Circle, Wesley Chapel, FL 33544. The following is the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. REPORTS & PRESENTATIONS**
 - A. District Engineer
 - B. District Counsel
 - C. Field Operations Manager
 - i. Presentation of Field Manager's Report Tab 1
 - D. Clubhouse Manager
 - i. Presentation of Clubhouse Manager's Report
 - E. District Manager
 - i. Review of District Manager's Report Tab 2
 - ii. Review of Financial Statements Tab 3
- 4. BUSINESS ITEMS**
 - A. Consideration of Resolution 2026-02; General Elections.. Tab 4
 - B. Consideration of Resolution 2026-03; Designating an Assistant Secretary Tab 5
 - C. Consideration of Grau and Associates Engagement Letter Tab 6
 - D. Consideration of UES Proposal for Milling and Resurfacing Tab 7
 - E. Consideration of SB Associates Commercial Contract Tab 8
 - F. Discussion of Parking Towing Policy
- 5. CONSENT AGENDA/BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Special Meeting held on October 24, 2025, Regular Meeting held on November 5, 2025 Tab 9
 - B. O&M Reports for the Enterprise and General Funds (under separate cover)

- 6. **SUPERVISOR REQUESTS**
- 7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,
Scott Brizendine
Scott Brizendine
District Manager

Tab 1

Seven Oaks Field Operations Update

CDD Meeting 12/03/25

Clubhouse:

- All the exterior and interior pillars have been painted.
- All the brown pergolas on the back of clubhouse have been painted.
- Area outside the café service window has been painted.
- Proposal to pushback tree line around the tennis courts, mainly court #5

Sidewalks:

- 442 sidewalk trip hazards have been addressed on both sides of the street on Summergate Blvd and on Ancient Oaks Blvd from the clock tower all the way to Eagleston Blvd.

Nature Trail:

- Cracked and settled concrete apron repairs along the nature trail have been completed at two locations near the MAA apartments.

Pond Bank Repair:

- 80 feet of eroding pond bank was repaired on pond #18 in Forest Edge.



Tab 2



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Regular Meeting:** January 7th at 3:00PM

District Manager's Report

December 3

2025

FINANCIAL SUMMARY

10/31/2025

General Fund Cash & Investment Balance:	\$1,584,692
Reserve Fund Cash & Investment Balance:	\$3,669,866
Debt Service Fund Cash & Investment Balance:	\$957,042
Enterprise Fund Cash Balance:	\$34,679
Total Cash and Investment Balances:	\$6,246,279
General Fund Expense Variance:	\$167,156 Over Budget
Enterprise Fund Expense Variance:	\$2,390 Under Budget



- All five debt service interest payments to the bondholders were made on November 3rd, due to November 1st being a Saturday.
- The request to withdraw the excess \$20,699 from the Series 2021 Revenue Account has been submitted to the trustee.
- The transfer of the \$1,286,199 from the General Fund to the Reserve Fund will occur in December following the receipt of the large revenue distribution from the tax collector.

Tab 3



Rizzetta & Company

Seven Oaks Community Development District

**Financial Statements
(Unaudited)**

October 31, 2025

Prepared by: Rizzetta & Company, Inc.

sevenoakscdd.com

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Seven Oaks Community Development District

Balance Sheet

As of 10/31/2025

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Enterprise Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets							
Cash In Bank	860,559	0	0	34,679	895,238	0	0
Investments	724,133	3,669,866	957,042	0	5,351,042	0	0
Accounts Receivable	3,062,993	1,097,600	1,489,521	42,850	5,692,964	0	0
Refundable Deposits	65,681	0	0	0	65,680	0	0
Fixed Assets	0	0	0	0	0	63,548,041	0
Amount Available in Debt Service	0	0	0	0	0	0	2,446,563
Amount To Be Provided Debt Service	0	0	0	0	0	0	8,949,437
Total Assets	4,713,366	4,767,466	2,446,563	77,529	12,004,924	63,548,041	11,396,000
Liabilities							
Accounts Payable	54,269	9,123	0	0	63,392	0	0
Accrued Expenses	6,572	0	0	0	6,572	0	0
Other Current Liabilities	0	0	0	897	897	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	0	11,396,000
Total Liabilities	60,841	9,123	0	897	70,861	0	11,396,000
Fund Equity & Other Credits							
Beginning Fund Balance	2,186,199	3,657,845	954,027	36,235	6,834,307	0	0
Investment In General Fixed Assets	0	0	0	0	0	63,548,041	0
Net Change in Fund Balance	2,466,326	1,100,499	1,492,536	40,397	5,099,756	0	0
Total Fund Equity & Other Credits	4,652,525	4,758,344	2,446,563	76,632	11,934,063	63,548,041	0
Total Liabilities & Fund Equity	4,713,366	4,767,466	2,446,563	77,529	12,004,924	63,548,041	11,396,000

See Notes to Unaudited Financial Statements

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 10/31/2025

(In Whole Numbers)

	Year Ending 09/30/2026 Annual Budget	Through 10/31/2025 YTD Budget	Year To Date 10/31/2025 YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	75,000	75,000	4,110	(70,890)
Special Assessments				
Tax Roll	3,062,998	3,062,998	3,062,993	(5)
Other Misc. Revenues				
Event Rental	100,000	100,000	6,659	(93,341)
Miscellaneous Revenue	25,000	25,000	0	(25,000)
Total Revenues	3,262,998	3,262,998	3,073,762	(189,236)
Expenditures				
Legislative				
Supervisor Fees	15,000	1,250	2,000	(750)
Total Legislative	15,000	1,250	2,000	(750)
Financial & Administrative				
Accounting Services	28,500	2,375	2,375	0
Administrative Services	9,700	808	808	0
Arbitrage Rebate Calculation	1,000	84	1,000	(917)
Assessment Roll	5,250	5,250	5,250	0
Auditing Services	5,600	0	0	0
Disclosure Report	2,000	166	167	0
District Engineer	65,000	5,417	10,727	(5,310)
District Management	44,025	3,669	3,668	0
Dues, Licenses & Fees	2,300	191	265	(73)
Financial & Revenue Collections	5,250	438	438	0
Legal Advertising	2,000	167	61	106
Public Officials Liability Insurance	4,919	4,919	4,634	285
Tax Collector/Property Appraiser Fees	150	0	0	0
Trustees Fees	11,500	7,100	5,913	1,187
Website Hosting, Maintenance, Backup & E	5,965	497	180	317
Total Financial & Administrative	193,159	31,081	35,486	(4,405)
Legal Counsel				
District Counsel	50,000	4,166	6,513	(2,347)
Litigation / Mediation	10,000	834	0	834
Total Legal Counsel	60,000	5,000	6,513	(1,513)
Law Enforcement				
Off Duty Deputy	12,000	1,000	0	1,000
Total Law Enforcement	12,000	1,000	0	1,000
Security Operations				
Security Monitoring Services	4,000	333	16,950	(16,617)
Total Security Operations	4,000	333	16,950	(16,617)
Electric Utility Services				
Utility - Irrigation & Landscape Lightin	47,000	3,917	4,564	(648)
Utility - Recreation Facilities	85,000	7,083	5,792	1,292

See Notes to Unaudited Financial Statements

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 10/31/2025

(In Whole Numbers)

	Year Ending 09/30/2026 Annual Budget	Through 10/31/2025 YTD Budget	Year To Date 10/31/2025 YTD Actual	YTD Variance
Utility - Street Lights	250,000	20,833	20,833	0
Total Electric Utility Services	382,000	31,833	31,189	644
Gas Utility Service				
Utility Services	700	59	44	15
Total Gas Utility Service	700	59	44	15
Garbage/Solid Waste Control Services				
Garbage - Recreation Facility	17,000	1,416	991	426
Solid Waste Assessment	10,440	0	0	0
Total Garbage/Solid Waste Control Services	27,440	1,416	991	426
Water-Sewer Combination Services				
Utility - Fountains	1,000	84	77	6
Utility - Reclaimed	25,000	2,083	1,666	417
Utility Services	30,000	2,500	1,860	640
Total Water-Sewer Combination Services	56,000	4,667	3,603	1,063
Stormwater Control				
Aquatic Maintenance	59,193	4,933	4,839	94
Lake/Pond Bank Maintenance & Repair	20,000	1,666	11,700	(10,034)
Stormwater Assessments	6,157	0	0	0
Stormwater System Maintenance	10,000	834	14,175	(13,342)
Total Stormwater Control	95,350	7,433	30,714	(23,282)
Other Physical Environment				
Clock Tower Maintenance	2,000	166	398	(230)
Community Park Equipment	25,000	2,084	12,371	(10,288)
Employee - Payroll Taxes	19,934	1,661	2,261	(600)
Employee - Salaries	261,000	21,750	29,552	(7,802)
Employee - Workers Comp	11,048	11,048	8,212	2,836
Entry & Walls Maintenance & Repair	4,000	333	4,900	(4,566)
General Liability & Property Insurance	54,148	54,148	52,646	1,501
Holiday Decorations	40,000	40,000	19,213	20,788
Hurricane Related Expenses	50,000	4,167	0	4,166
Irrigation Maintenance & Repair	50,000	4,167	1,949	2,218
Landscape - Annuals/Flowers	250,000	20,833	169,746	(148,913)
Landscape Maintenance	1,031,803	85,983	85,067	917
Landscape Replacement Plants, Shrubs, Tr	150,000	12,500	0	12,500
Miscellaneous Expense	10,000	834	0	833
Ornamental Lighting & Maintenance	4,000	333	295	38
Pressure Washing	57,000	4,750	0	4,750
Tree Trimming Services	240,000	20,000	0	20,000
Total Other Physical Environment	2,259,933	284,757	386,610	(101,852)
Road & Street Facilities				
Roadway Repair & Maintenance	20,000	1,667	0	1,667
Sidewalk Maintenance & Repair	50,000	4,166	0	4,167
Street Sign Repair & Replacement	7,500	625	0	625
Total Road & Street Facilities	77,500	6,458	0	6,459

See Notes to Unaudited Financial Statements

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 10/31/2025

(In Whole Numbers)

	Year Ending 09/30/2026 Annual Budget	Through 10/31/2025 YTD Budget	Year To Date 10/31/2025 YTD Actual	YTD Variance
Parks & Recreation				
Access Control Maintenance & Repair	6,000	500	230	269
Athletic Court/Field/Playground Maintenance	15,000	1,250	0	1,250
Clubhouse Janitorial Services	45,000	3,750	3,422	329
Employee - Payroll Taxes	25,993	2,167	2,775	(610)
Employee - Salaries	337,330	28,110	37,121	(9,010)
Facility Supplies	8,000	667	471	196
Fitness Equipment Maintenance & Repair	10,000	833	0	834
Fountain Service Repair & Maintenance	10,000	834	350	483
Furniture Repair & Replacement	7,500	625	1,858	(1,234)
Maintenance & Repairs	50,000	4,166	1,764	2,403
Miscellaneous Expense	20,000	1,667	819	848
Office Supplies	4,500	375	15	360
Pest Control	500	42	75	(34)
Pool Repair & Maintenance	17,000	1,416	250	1,167
Pool Service Contract	89,829	7,486	8,831	(1,345)
Storage Shed	3,264	272	272	0
Telephone, Internet, Cable	7,500	625	405	220
Tennis Court Maintenance & Supplies	30,000	2,500	0	2,500
Vehicle Maintenance	7,500	625	3,500	(2,874)
Total Parks & Recreation	694,916	57,910	62,158	(4,248)
Special Events				
Special Events	85,000	7,083	31,179	(24,096)
Total Special Events	85,000	7,083	31,179	(24,096)
Total Expenditures	3,962,998	440,280	607,437	(167,156)
Total Excess of Revenues Over(Under) Expenditures	(700,000)	2,822,718	2,466,325	(356,392)
Total Other Financing Sources(Uses)				
Carry Forward Fund Balance				
Carry Forward Fund Balance	700,000	700,000	0	(700,000)
Total Other Financing Sources(Uses)	700,000	700,000	0	(700,000)
Fund Balance, Beginning of Period	0	0	2,186,200	2,186,199
Total Fund Balance, End of Period	0	3,522,718	4,652,525	1,129,807

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 10/31/2025

(In Whole Numbers)

	Year Ending 09/30/2026 Annual Budget	Through 10/31/2025 YTD Budget	Year To Date 10/31/2025 YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	150,000	150,000	13,187	(136,813)
Special Assessments				
Tax Roll	1,097,600	1,097,600	1,097,600	0
Total Revenues	<u>1,247,600</u>	<u>1,247,600</u>	<u>1,110,787</u>	<u>(136,813)</u>
Expenditures				
Contingency				
Capital Reserve	1,247,600	1,247,600	9,122	1,238,478
Total Contingency	<u>1,247,600</u>	<u>1,247,600</u>	<u>9,122</u>	<u>1,238,478</u>
Total Expenditures	<u>1,247,600</u>	<u>1,247,600</u>	<u>9,122</u>	<u>1,238,478</u>
Total Excess of Revenues Over(Under) Ex-	<u>0</u>	<u>0</u>	<u>1,101,665</u>	<u>1,101,665</u>
penditures				
Total Other Financing Sources(Uses)				
Other Costs				
Unrealized Gain/Loss on Investments	0	0	(1,167)	(1,167)
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>(1,167)</u>	<u>(1,167)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>3,657,846</u>	<u>3,657,846</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>4,758,344</u>	<u>4,758,344</u>

730 Debt Service Fund S2011 & S2021 **Seven Oaks Community Development District**

Statement of Revenues and Expenditures

As of 10/31/2025

(In Whole Numbers)

	Year Ending 09/30/2026 Annual Budget	Through 10/31/2025 YTD Budget	Year To Date 10/31/2025 YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	577	577
Special Assessments				
Tax Roll	564,087	564,087	564,087	0
Total Revenues	<u>564,087</u>	<u>564,087</u>	<u>564,664</u>	<u>577</u>
Expenditures				
Debt Service				
Interest	95,087	95,087	0	95,087
Principal	469,000	469,000	0	469,000
Total Debt Service	<u>564,087</u>	<u>564,087</u>	<u>0</u>	<u>564,087</u>
Total Expenditures	<u>564,087</u>	<u>564,087</u>	<u>0</u>	<u>564,087</u>
Total Excess of Revenues Over(Under) Ex- penditures	<u>0</u>	<u>0</u>	<u>564,664</u>	<u>564,664</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>182,487</u>	<u>182,487</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>747,151</u>	<u>747,151</u>

See Notes to Unaudited Financial Statements

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 10/31/2025

(In Whole Numbers)

	Year Ending 09/30/2026 Annual Budget	Through 10/31/2025 YTD Budget	Year To Date 10/31/2025 YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	2,438	2,438
Special Assessments				
Tax Roll	925,434	925,434	925,434	0
Total Revenues	<u>925,434</u>	<u>925,434</u>	<u>927,872</u>	<u>2,438</u>
Expenditures				
Debt Service				
Interest	270,434	270,434	0	270,434
Principal	655,000	655,000	0	655,000
Total Debt Service	<u>925,434</u>	<u>925,434</u>	<u>0</u>	<u>925,434</u>
Total Expenditures	<u>925,434</u>	<u>925,434</u>	<u>0</u>	<u>925,434</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>927,872</u>	<u>927,872</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>771,540</u>	<u>771,540</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>1,699,412</u>	<u>1,699,412</u>

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 10/31/2025

(In Whole Numbers)

	Year Ending 09/30/2026 Annual Budget	Through 10/31/2025 YTD Budget	Year To Date 10/31/2025 YTD Actual	YTD Variance
Revenues				
Special Assessments				
Tax Roll	42,850	42,850	42,850	0
Club Revenues				
Cafe Revenue	70,000	70,000	4,561	(65,439)
Total Revenues	112,850	112,850	47,411	(65,439)
Expenditures				
Parks & Recreation				
Beverages	17,000	1,417	522	894
Cafe Miscellaneous Expense	2,500	208	0	209
Employee - Payroll Taxes	3,935	328	425	(97)
Employee - Salaries	51,415	4,285	5,545	(1,260)
Equipment	1,500	125	0	125
Food	30,000	2,500	313	2,187
Maintenance & Repairs	2,500	208	0	208
Supplies	4,000	333	209	124
Total Parks & Recreation	112,850	9,404	7,014	2,390
Total Expenditures	112,850	9,404	7,014	2,390
Total Excess of Revenues Over(Under) Ex-	0	103,446	40,397	(63,049)
penses				
Fund Balance, Beginning of Period	0	0	36,235	36,235
Total Fund Balance, End of Period	0	103,446	76,632	(26,814)

Seven Oaks CDD
Investment Summary
October 31, 2025

<u>Account</u>	<u>Investment</u>	<u>Balance as of</u> <u>October 31, 2025</u>
FLCLASS	Average Monthly Yield 4.2333%	\$ 724,133
Total General Fund Investments		\$ 724,133
FLCLASS	Average Monthly Yield 4.2333%	\$ 2,501,746
FLCLASS Enhanced Cash	Average Monthly Yield 4.2547%	1,168,120
Total Reserve Fund Investments		\$ 3,669,866
US Bank Series 2016A Revenue	First American Funds Inc SHS Government Obligation Fund 3763	\$ 135,429
US Bank Series 2016A-1 Prepayment	First American Funds Inc SHS Government Obligation Fund 3763	21
US Bank Series 2016A-1 Reserve	First American Funds Inc SHS Government Obligation Fund 3763	165,222
US Bank Series 2016A-2 Reserve	First American Funds Inc SHS Government Obligation Fund 3763	11,437
US Bank Series 2016A-2 Prepayment	First American Funds Inc SHS Government Obligation Fund 3763	976
US Bank Series 2016B Revenue	First American Funds Inc SHS Government Obligation Fund 3763	178,160
US Bank Series 2016B-1 Prepayment	First American Funds Inc SHS Government Obligation Fund 3763	607
US Bank Series 2016B-1 Reserve	First American Funds Inc SHS Government Obligation Fund 3763	207,763
US Bank Series 2016B-2 Reserve	First American Funds Inc SHS Government Obligation Fund 3763	70,688
US Bank Series 2016B-2 Prepayment	First American Funds Inc SHS Government Obligation Fund 3763	3,674
US Bank Series 2021 Revenue	First American Funds Inc SHS Government Obligation Fund 3763	69,713
US Bank Series 2021 Reserve	First American Funds Inc SHS Government Obligation Fund 3763	112,612
US Bank Series 2021 Prepayment	First American Funds Inc SHS Government Obligation Fund 3763	740
Total Debt Service Fund Investments		\$ 957,042

FirstService Financial, an affiliate by ownership to your management company Rizzetta & Company, provides banking solutions exclusively to clients of Rizzetta & Company. FirstService Financial receives a monthly administration fee from partner financial institutions for our assistance with the development, placement, service, and maintenance of our banking programs without impacting the interest our clients earn on their funds. The monthly administration fee varies as it is negotiated with each participating financial institution.

**Seven Oaks Community Development District
Summary A/R Ledger
From 10/01/2025 to 10/31/2025**

Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due
730, 2677						
730-001	730 General Fund	Pasco County Tax Collector	AR00002785	12110	10/01/2025	3,062,993.09
Sum for 730, 2677						3,062,993.09
730, 2678						
730-005	730 Reserve Fund	Pasco County Tax Collector	AR00002785	12110	10/01/2025	1,097,600.00
Sum for 730, 2678						1,097,600.00
730, 2679						
730-200	730 Debt Service Fund S2011 & S2021	Pasco County Tax Collector	AR00002785	12110	10/01/2025	564,086.83
Sum for 730, 2679						564,086.83
730, 2680						
730-202	730 Debt Service Fund S2016	Pasco County Tax Collector	AR00002785	12110	10/01/2025	564,864.13
730-202	730 Debt Service Fund S2016	Pasco County Tax Collector	AR00002785	12110	10/01/2025	360,569.77
Sum for 730, 2680						925,433.90
730, 2682						
730-400	730 Enterprise Fund	Pasco County Tax Collector	AR00002785	12110	10/01/2025	42,850.00
Sum for 730, 2682						42,850.00
Sum for 730						5,692,963.82
Sum Total						5,692,963.82

See Notes to Unaudited Financial Statements

**Seven Oaks Community Development District
Summary A/P Ledger
From 10/01/2025 to 10/31/2025**

	Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
730, 2677						
	730 General Fund	10/28/2025	Barco Products, LLC	SORCO95708	Bench/trash can installation 10/25	12,371.49
	730 General Fund	10/30/2025	Cintas Corporation	4248336555	Facility Supplies 10/25	181.84
	730 General Fund	10/25/2025	Cooper Pools Remodeling & Resurfacing Inc	2025-1335	Pool cleanup 10/25	250.00
	730 General Fund	10/22/2025	Discovery Golf Cars	98960	Golf Cart Repair 10/25	2,816.95
	730 General Fund	10/30/2025	Ewing Irrigation Products Inc.	28179715	Irrigation Supplies 10/25	257.34
	730 General Fund	10/28/2025	Ewing Irrigation Products Inc.	28156098	Irrigation Supplies 10/25	912.72
	730 General Fund	10/30/2025	Ewing Irrigation Products Inc.	28184959	Irrigation Supplies 10/25	79.26
	730 General Fund	10/29/2025	Fast Signs of Wesley Chapel	2160-9386	Pool Signs 10/25	1,614.00
	730 General Fund	10/01/2025	Florida Department of Commerce	92728	DEO Special District Fee FY25-26	175.00
	730 General Fund	10/09/2025	Frontier Florida, LLC	813-994-3055-060923-5 10/25	813-994-3055-060923-5 10/25	124.99
	730 General Fund	10/31/2025	Lee Electric, Inc.	250925	Residential Lights Troubleshoot - 10/25	295.00
	730 General Fund	10/22/2025	Pasco County Utilities	Utilities Summary 10/25	Utilities Summary 10/25	77.52
	730 General Fund	10/22/2025	Pasco County Utilities	Utilities Summary 10/25	Utilities Summary 10/25	1,665.49
	730 General Fund	10/22/2025	Pasco County Utilities	Utilities Summary 10/25	Utilities Summary 10/25	1,860.61
	730 General Fund	10/29/2025	PH Bell and Clock Company	2025014	Clock Maintenance 10/25	397.50
	730 General Fund	10/27/2025	Withlacoochee River Electric Cooperative, Inc.	10203732 Summary Bill 10.25	10203732 Summary Bill 10.25	5,791.31
	730 General Fund	10/27/2025	Withlacoochee River Electric Cooperative, Inc.	10203732 Summary Bill 10.25	10203732 Summary Bill 10.25	4,564.22
	730 General Fund	10/27/2025	Withlacoochee River Electric Cooperative, Inc.	10203732 Summary Bill 10.25	10203732 Summary Bill 10.25	20,833.89
	Sum for 730, 2677					54,269.13
730, 2678						
	730 Reserve Fund	10/14/2025	Ashe Glass & Mirror, Inc.	25823	Glass Installation - (1) of two payments 10/25	9,122.61
	Sum for 730, 2678					9,122.61
	Sum for 730					63,391.74
	Sum Total					63,391.74

**Seven Oaks Community Development District
Notes to Unaudited Financial Statements
October 31, 2025**

Balance Sheet

1. Trust statement activity has been recorded through 10/31/25.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

Summary A/R Ledger – Payment Terms

4. Payment terms for landowner assessments are (a) defined in the FY25-26 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

Summary A/R Ledger – Subsequent Collections

5. General Fund – Payments for Invoice AR00002785 totaling \$870,321.79 were received in November 2025.
6. Debt Service Fund 200 – Payments for Invoice AR00002785 totaling \$122,544.34 were received in November 2025.
7. Debt Service Fund 202 – Payments for Invoice AR00002785 totaling \$201,044.74 were received in November 2025.
8. Enterprise Fund – Payment for Invoice AR00002785 in the amount of \$42,850.00 was received in November 2025.

Tab 4

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT CALLING FOR A GENERAL ELECTION TO BE HELD BY THE PASCO COUNTY SUPERVISOR OF ELECTIONS IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD IN NOVEMBER OF 2026.

WHEREAS, the Seven Oaks Community Development District ("**District**") is a local unit of special-purpose government established by Pasco County, Florida (the "**County**");

WHEREAS, pursuant to Section 190.006(1), Florida Statutes the District Board of Supervisors consists of five members; and

WHEREAS, Section 190.006(3), Florida Statutes provides for the election of members to specific terms and seat numbers for the District Board of Supervisors and currently calls for the election of two (2) members of the Board of Supervisors of the District for seat numbers and length of terms thereof:

Seat No. 1;	Currently held by Jon Tomsu	Length of term: 4 Years
Seat No. 3;	Currently held by Andrew Mendenhall	Length of term: 4 Years

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. General Election. There is hereby called an election in the County to be held concurrent with the General Election on the first Tuesday of November, which is November 3, 2026, for the purpose of having all of the qualified electors residing within the boundaries of the District to determine **two (2) qualified electors** to serve on the Board of Supervisors of the District.

Section 2. Qualifying Period. The period of qualifying as a candidate for a supervisor to the district shall be from noon, Monday, June 8, 2026, through noon Friday, June 12, 2026, pursuant to Section 99.061, Florida Statutes. This Resolution shall serve as the District's notice of the qualifying period, pursuant to Section 190.006(3), Florida Statutes. Interested candidates should contact the Supervisor of Elections for the County for further information.

Section 3. Conduction and Procedure of Election.

- a. The election shall be conducted according to the requirements of general law and law governing special district elections.
- b. The election shall be held at the precinct polling places designated by the Supervisor of Elections in the County.
- c. The polls shall be opened and closed as provided by law, including, but not limited to Section 100.011, Florida Statutes.

- d. The ballot shall contain the names of the candidates to be voted upon, pursuant to Section 101.151, Florida Statutes.
- e. The Department of State shall make out a notice stating what offices are to be filled at the general election, pursuant to Section 100.021 Florida Statutes.

Section 4. Election Costs. The District shall be responsible for paying the District's proportionate share of the regular election costs, if any, pursuant to Section 100.011, Florida Statutes.

Section 5. Effective Date and Transmittal. This Resolution shall become effective upon its passage and the District's Secretary is authorized to transmit a copy of this Resolution to the Supervisor of Elections of the County.

This Resolution is duly passed and adopted this 3rd day of December, 2025.

ATTEST:

**SEVEN OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Title: _____

Name: Andy Mendenhall
Title: Chair of the Board of Supervisors

Tab 5

RESOLUTION 2026-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SEVEN OAKS
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING AN
ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, Seven Oaks Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board now desires to designate an additional Assistant Secretary.

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

Section 1. Lisa Castoria is now appointed as an Assistant Secretary.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 3rd DAY OF DECEMBER 2025.

**SEVEN OAKS COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN

ATTEST:

ASSITANT SECRETARY

Tab 6



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 11, 2025

To Board of Supervisors
Seven Oaks Community Development District
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

We are pleased to confirm our understanding of the services we are to provide Seven Oaks Community Development District, Pasco County, Florida ("the District") for the fiscal years ended September 30, 2025. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Seven Oaks Community Development District as of and for the fiscal years ended September 30, 2025. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2025 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, 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. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$5,600 for the September 30, 2025 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Seven Oaks Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Seven Oaks Community Development District.

By: _____

Title: _____

Date: _____



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

Tab 7

Materials Testing Services Agreement

This Materials Testing Services Agreement (this “**Agreement**”) is entered into as of December 3, 2025, between the **Seven Oaks Community Development District**, a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes (the “**District**”) and **UES Professional Solutions, LLC**, a Florida limited liability corporation (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain roads and rights-of-way within the District. The District desires to engage a Contractor for materials testing related to certain roads and asphalt within the District, specifically Ancient Oaks Boulevard and Florida Power Road. The Contractor represents that it is qualified to provide such services. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference the background information is incorporated by reference as a material part of this Agreement.
2. **Scope of Services.** The Contractor shall perform all work, including all labor, equipment, tools, supervision, services, transportation, and all other necessary incidental items required to perform the work described in the portion of Contractor’s “Cost Estimate for Materials Testing” dated August 26, 2025, relevant portions of which are attached hereto as **Exhibit A**, including but not limited to the following:
 - a. Soil compaction testing
 - b. Laboratory soil testing
 - c. Concrete compressive strength testing
 - d. Engineering technician – inspection, sampling, and testing services
 - e. Asphalt extraction, grading, coring, and testing.
3. **Safety and Traffic Management.** Contractor shall take precautions at all times to protect any persons and property affected by Contractor’s work, utilizing safety equipment such as bright vests and traffic cones, and shall manage and minimize the disturbance to traffic patterns. Contractor shall maintain traffic control as necessary to prevent damage to the work.
4. **Manner of Performance and Care of the Property.**
 - a. Prior to commencing the work, the Contractor shall call 8-1-1 and all existing utilities and their appurtenances shall be protected throughout performance of the work.
 - b. The fact that any part of the work necessary to meet the requirements of District, or any governmental or other appropriate authorities, are not specifically mentioned in this Agreement, will not excuse Contractor from performance thereof if said part of the work to be performed is usual and normal in the crafts or trades required to perform the work or the crafts or trades usually employed to perform work similar to the work.

c. Upon discovery of any information or defect that may affect the work, the Contractor shall immediately provide the District written notice of such information or defect. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

d. The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.

e. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within a reasonable amount of time. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.

5. Time of Commencement and Completion. The District Engineer will coordinate the commencement of the work so that the District can coordinate with the community and other users of the roadway. The Contractor shall complete the work within the designated time coordinated with the District Engineer. Time is of the essence with respect to Contractor's obligations under this Agreement.

6. Permits. All permits necessary for the work to be performed under this Agreement shall be paid for and obtained by the Contractor.

7. Compliance with Governmental Regulations. The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and shall hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Contractor.

8. Compensation. The District agrees to pay the Contractor for the work described above in the amount of Twelve Thousand Five Hundred Eleven Dollars and Zero Cents (**\$12,511.00**).

9. Anti-Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

10. Concealed Conditions.

a. Contractor has reviewed all existing conditions and limitations affecting the work, including, without limitation, all property lines, utility locations, existing improvements, elevations, and site and local conditions, as applicable to the work. Claims for additional compensation or extensions of time because of the failure of Contractor to familiarize itself with conditions at the site will not be allowed.

b. If conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in this Agreement, or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in this Agreement, then notice by the observing party shall be given to the other party promptly before the conditions are disturbed and in no event later than 3 business days after first observance of the conditions. The District Engineer will promptly investigate such conditions and, if they are not governed by the subsection below and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the work, will recommend an equitable adjustment in the compensation or completion date or both. If District Engineer determines that conditions at the site are not as described as above, and that no change in the terms of this Agreement is justified, District Engineer shall so notify District and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 14 days after District Engineer has given notice of his determination.

c. No adjustment in compensation or completion date shall be permitted, however, in connection with a concealed or unknown condition (i) which does not differ materially from those conditions disclosed or (ii) which reasonably should have been disclosed by (a) Contractor's inspections, tests, reviews and preconstruction services performed in connection with the work, including any tests made by or in the possession of Contractor, or (b) inspections, tests, reviews and preconstruction services which Contractor negligently failed to request in connection with the work.

11. Termination. Either party may terminate this Agreement without cause with 10 days written notice to the other party. Upon receipt of a termination notice Contractor will cease performance of the work and make every reasonable effort to procure cancellation of all existing orders for materials. Contractor will be entitled to receive as its exclusive remedy payment for the actual cost of materials purchased by Contractor and the work performed up to the time of receipt of the notice (as the percentage of completion is reasonably determined by the District) with the compensation amount being prorated accordingly, if the deposit exceeds these costs, Contractor will refund the appropriate amount to the District.

12. Additional Services. When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment, change order, or work order authorization.

13. Warranties.

a. The Contractor warrants that the work (a) conforms to the requirements of the this Agreement, (b) was performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, building codes, and applicable regulations, (c) was performed without defects in materials to the extent the materials were provided by Contractor, and workmanship, (d) consists of new unused materials to the extent the materials are provided by Contractor, (e) is fit for the particular purposes or uses contemplated by this Agreement, (f) conforms to all accepted models and samples and all affirmations of fact, promises, descriptions or specifications agreed upon by the District and Contractor.

b. If within 1 year after the date of final payment by the District any portion of the work (including materials and labor) is found not to comply with the requirements of this Agreement, then Contractor shall correct such noncompliant portion of the work at its expense promptly after receiving written notice from District requesting such correction.

c. Contractor's warranty in this section is in addition to and does not limit in any way District's claims for latent/patent defects, defects that are concealed and/or not disclosed due to fraud, or claims for warranties set forth by law, or any implied warranties recognized by applicable statutory or common law.

d. The provisions of this section shall survive approval of the work under this Agreement.

14. Contractor's Default.

a. Contractor shall be in "Default" under this Agreement if, after 3 business days written notice, Contractor fails or neglects to (i) carry out the work in accordance with this Agreement or in accordance with any specifications, applicable laws, (ii) make proper and timely payment to any Subcontractor for materials or labor, (iii) replace rejected material promptly or correct rejected workmanship as herein provided, or (iv) observe any other terms, provisions, conditions, covenants and agreements in this Agreement to be observed and performed on the part of Contractor.

b. In the event of a Default by Contractor, District, without prejudice to any other right or remedy District may have, may correct such deficiencies and may deduct the cost thereof, including compensation for the District Engineer's services and expenses made necessary thereby, from the payment then or thereafter due Contractor.

c. Alternatively, after Contractor's failure to cure such matter within such 3 day period, at the District's option, District may terminate this Agreement and take possession of the site and remove all materials, tools and construction equipment and machinery thereon owned by Contractor (or require Contractor to immediately remove all such materials, tools and construction equipment and machinery from the site) and District may finish (or cause another contractor to finish) the work by whatever method District may deem expedient. If District takes possession of the site, District may, without any cost or liability to District, use materials, tools and construction equipment and machinery owned by Contractor and left on the site. If the unpaid balance of the compensation exceeds the cost of finishing the work, including compensation for District Engineer's services and expenses made necessary thereby (including, without limitation, District's reasonable attorney's fees and costs), such excess shall be paid to Contractor following final completion of the work by District, but if such cost exceeds such unpaid balance, Contractor shall pay the difference to District. District shall not be responsible to Contractor for any loss of anticipated profits or other consequential damages on any of the work not performed on account of a termination of this Agreement under this section. After any termination of this Agreement by District pursuant to this section, Contractor shall not be entitled to any further payment under this Agreement except to the extent of any amount by which the authorized work completed or installed by Contractor prior to such termination and not previously paid for by District exceeds the amount due by Contractor to District under this section (including all damages which District would be entitled to recover from Contractor by reason of Contractor's breach), and even then only at such time as the work is finally completed. Any sums payable by Contractor to District pursuant to this section shall be payable upon demand and shall bear interest at the lesser of 12% per annum or the highest lawful rate until paid.

15. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

16. Insurance. The Contractor shall carry commercial general liability insurance of no less than \$2,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

17. Indemnification. Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

18. No Waiver of Sovereign Immunity Beyond Florida Law. The Contractor further agrees that nothing herein shall constitute or be construed as a waiver beyond the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

19. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

20. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided

in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.

c. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

d. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

22. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order 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 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 this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District 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 (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544.

23. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.

24. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties.

25. **Non-Waiver.** No waiver of any covenant or condition of this Agreement by any party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.

26. **Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located.

27. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

28. **Arm's Length Transaction and Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. 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 any doubtful language will not be interpreted or construed against any party.

29. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

30. **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.

31. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

32. **Notice.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the District:
Seven Oaks CDD
c/o Rizzetta & Company, Inc.
5844 Old Pasco Rd., Suite 100

To the Contractor:
UES Professional Solutions, LLC
Attn: Nathan R. Deschenes
NDeschenes@teamues.com

Wesley Chapel, Florida 33544
sbrizendine@rizzetta.com and
lcastoria@rizzetta.com

9802 Palm River Road
Tampa, FL 33619

33. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written above.

UES Professional Solutions, LLC

**Seven Oaks
Community Development District**

Name: _____
Title: _____

Name: Andy Mendenhall
Title: Chair of the Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

Affidavit for Anti-Human Trafficking
Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared _____, who being duly sworn, deposes and says (the “**Affiant**”):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the _____ (Title) of _____ (the “**Company**”) and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the SEVEN OAKS Community Development District.
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Signature of Affiant

Sworn before me on _____, 2025

Notary Public Signature

Notary Stamp

August 26, 2025

Seven Oaks CDD
3434 Colwell Ave Suite 200
Tampa, FL 33614

Attention: Frank Nolte

Reference: **Cost Estimate for Materials Testing**
Seven Oaks Milling and Resurfacing
Ancient Oaks Blvd & Florida Power Rd
Wesley Chapel, FL 33544
UES Opportunity No.: A25150.02378.000
UES Proposal No.: 2156085

Dear: Frank Nolte,

UES is pleased to submit for your review and approval the Unit Price fees along with an estimated total fee for the above-mentioned project. Our estimate is based upon our review of project plans and specifications provided to us, along with typical test frequencies for this type of project.

Based on our understanding of this project, we will provide the services listed below. We will be glad to provide any other services you request:

- Soil compaction testing
- Laboratory soil testing
- Concrete compressive strength testing
- Engineering technician - inspection, sampling and testing services
- Asphalt extraction, grading, coring and testing

UES estimates a total fee for the above scope as follows:

Construction Materials Testing and Sitework Estimate: \$12,511.00

(Estimate includes 8% Administrative Fee plus Project Mgr./PE review time)

The actual number of tests shall depend on construction practices and the project schedule. The proposed estimate does not account for additional costs for retests and/or the additional work that is requested outside the above scope. **The testing services will be invoiced on the actual quantity of testing services rendered at the indicated unit rates.** We understand the testing services shall be performed on an on-call basis. **UES will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to a failure to schedule our services on the project or any resulting damage.**

All services will be provided in accordance with the attached General Conditions and billed at the unit rates included in Exhibit 1.

The proposal shall remain effective for 6 months from the date on this proposal. Should you require more time than this to formally authorize us to proceed, we will require an update of our proposal to account for any changes in the scope of services and associated fees.

We appreciate the opportunity to present this to you. Should you have any questions, or if we can be of further assistance, please contact us. We look forward to working with you on this project and projects in the future.

Sincerely,
UES

Nathan R. Deschenes
CSD Manager – Tampa Branch
NDeschenes@teamues.com

Enclosures: Work Authorization/Proposal Acceptance Form
Exhibit I and Exhibit II Notes
Distribution of Reports
General Conditions

Did you know...

Storm Water Pollution Prevention Plan

*UES, acting as a Duly Authorized Representative for the Responsible Authority, will perform the inspection documentation, record keeping, and site inspection tasks required by Florida Administrative Code (FAC) 62-621.300(4)(a). Site inspections will be completed once per week. In addition, inspections will be completed within 24 hours of the end of a storm event that is 0.50 inches of precipitation or greater. The **SWPPP Inspection** Report Form will be completed during the site visit. The inspection report will be completed, and a copy provided via PDF format and/or hard copy for the site filed as requested. (fee is valid for sites up to 30 acres)*

-And

UES' **Building Inspection Department** {BID} provides Private Provider Building Inspections and Code Compliance featuring --- *Building, Mechanical, Electrical, Plumbing & Structural* inspections by qualified building inspectors.

Ask Us!

IF PROPOSAL IS ACCEPTED, PLEASE SIGN, RETURN ONE FORM TO UES AND RETAIN ONE COPY FOR YOUR FILES.

UES is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: Seven Oaks Milling and Resurfacing
PROJECT LOCATION: Ancient Oaks Blvd & Florida Power Rd
CLIENT NAME: Seven Oaks CDD **ATTN:** Frank Nolte **PHONE:** 727-431-1645
CLIENT ADDRESS: 3434 Colwell Ave. Suite 200, Tampa, FL 33614
E-MAIL ADDRESS: frank.nolte@stantec.com

I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)

ESTIMATED COSTS	
MATERIALS TESTING: \$12,511.00	
Opportunity Number:	A25150.02378
UESDOCS/FUP Number:	2156085

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

- UES General Conditions
- UES Proposal Dated: 8/26/2025
- Plans, reports, specifications and other documents provided by the Client prior to this Agreement date
- Other exhibits marked and described as follows: Exhibit I – Unit Rate Sheet, Exhibit II – NOTES, Distribution of Reports

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment.

IF the invoice is to be sent to someone other than the Client below, please indicate the following:	
Firm:	
Email Address:	
Attention:	
Title:	
SS# Or FEID#:	

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives:

CLIENT: _____

UES PROFESSIONAL SOLUTIONS LLC:

BY (Signature): _____

BY (Signature): _____

PRINTED NAME: _____

TYPED NAME: Nathan R. Deschenes

TITLE: _____

TITLE: CSD Manager – Tampa Branch

DATE: _____

DATE: 8/26/2025

Return Executed Copies to: UES PROFESSIONAL SOLUTIONS LLC
9802 Palm River Road, Tampa, FL 33619 | Ph: (813) 740-8506

EXHIBIT I
SCOPE OF WORK AND COST ESTIMATE FOR MATERIALS TESTING SERVICES

Construction Materials Testing and Inspection task	Quantity	Unit Fee	Unit	Final Cost
Proctor - Standard or Modified	1	\$100.00	/each	\$100.00
Grain Size Distribution (w/o hydrometer)	0	\$55.00	/sample	\$0.00
Sieve Analysis - Material Finer than No. 200	1	\$35.00	/sample	\$35.00
Moisture Content	0	\$12.00	/sample	\$0.00
Organic Content Determination	0	\$50.00	/sample	\$0.00
Atterberg Limit (liquid limit, plastic limit, and plasticity index)	0	\$110.00	/sample	\$0.00
Corrosion Series	0	\$225.00	/sample	\$0.00
Field Density Tests; Building Pad Fill / Footings (min. 5 per trip)	0	\$18.00	/each	\$0.00
Field Density Tests; Utility Line Backfill (min. 5 per trip)	0	\$18.00	/each	\$0.00
Field Density Tests; Other (min. 5 per trip)	0	\$18.00	/each	\$0.00
Limerock Bearing Ratio (LBR)	2	\$275.00	/each	\$550.00
Field Density Tests; Parking Base / Sub-base / Fill (min. 5 per trip)	25	\$18.00	/each	\$450.00
Drive Sleeve Testing (field density <i>after</i> compaction)	0	\$25.00	/each	\$0.00
Proof Roll observation / monitoring	0	\$200.00	/4-hrs	\$0.00
Soil Cement Pills (3 pills)	0	\$95.00	/set	\$0.00
Cast AND Test Cylinders, including Slump Test (5 cylinders per set)	0	\$100.00	/set	\$0.00
Concrete Beams	0	\$110.00	/beam	\$0.00
Additional Cylinders	0	\$15.00	/each	\$0.00
Additional Slump Tests	0	\$15.00	/each	\$0.00
Air Content Tests	0	\$18.00	/each	\$0.00
Cast AND Test 3.5" x 3.5" x 7" Grout Prisms, incl' Slump test (4 prisms per set)	0	\$100.00	/set	\$0.00
Cast AND Test 2" Masonry Mortar Cubes (6 cubes per set)	0	\$100.00	/set	\$0.00
Floor Flatness/Level Test	0	\$800.00	/day	\$0.00
Asphalt Extraction and Gradation	8	\$185.00	/each	\$1,480.00
Coring of Pavement	45	\$48.00	/each	\$2,160.00
Core Rig Mobilization	1	\$150.00	/trip	\$150.00
Laboratory Testing of Asphalt Cores for Density	45	\$28.00	/each	\$1,260.00
Swiss hammer (Rebound Hammer)	0	\$80.00	/test	\$0.00
Windsor Probe - 3 shots per test	0	\$95.00	/test	\$0.00
CWI Structural Steel Inspection (min. 4 hrs per trip)	0	\$100.00	/hr	\$0.00
Rebar Inspection (min. 2 hrs per trip)	0	\$75.00	/hr	\$0.00
Ground Improvement Monitoring (Stone Columns, Drilled Shafts, Rigid Inclusions, etc.)	0	\$70.00	/hr	\$0.00
Project Manager - Oversight / Coordination / Review Time	0	\$90.00	/hr	\$0.00
Principal Engineer, P.E. - Overview, Oversight, Review Time	0	\$125.00	/hr	\$0.00
Engineering Technician (on-site time, travel time, standby, delays etc. 1-hour increments)	100	\$54.00	/hr	\$5,400.00
Total				\$11,585.00
Administrative Fee				\$926.80
Total Materials Testing Cost Estimate				\$12,511.80

August 26, 2025

Seven Oaks CDD
3434 Colwell Ave Suite 200
Tampa, FL 33614

Attention: Frank Nolte

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The proposal shall remain effective for 6 months from the date on this proposal. Should you require more time than this to formally authorize us to proceed, we will require an update of our proposal to account for any changes in the scope of services and associated fees.

We appreciate the opportunity to present this to you. Should you have any questions, or if we can be of further assistance, please contact us. We look forward to working with you on this project and projects in the future.

Sincerely,
UES

Nathan R. Deschenes
CSD Manager – Tampa Branch
NDeschenes@teamues.com

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Attention:	
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SS# Or FEID#:	

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CLIENT: _____

UES PROFESSIONAL SOLUTIONS LLC:

BY (Signature): _____

BY (Signature): _____

PRINTED NAME: _____

TYPED NAME: Nathan R. Deschenes

TITLE: _____

TITLE: CSD Manager – Tampa Branch

DATE: _____

DATE: 8/26/2025

Return Executed Copies to: UES PROFESSIONAL SOLUTIONS LLC
9802 Palm River Road, Tampa, FL 33619 | Ph: (813) 740-8506

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Proof Roll observation / monitoring	0	\$200.00	/4-hrs	\$0.00
Soil Cement Pills (3 pills)	0	\$95.00	/set	\$0.00
Cast AND Test Cylinders, including Slump Test (5 cylinders per set)	0	\$100.00	/set	\$0.00
Concrete Beams	0	\$110.00	/beam	\$0.00
Additional Cylinders	0	\$15.00	/each	\$0.00
Additional Slump Tests	0	\$15.00	/each	\$0.00
Air Content Tests	0	\$18.00	/each	\$0.00
Cast AND Test 3.5" x 3.5" x 7" Grout Prisms, incl' Slump test (4 prisms per set)	0	\$100.00	/set	\$0.00
Cast AND Test 2" Masonry Mortar Cubes (6 cubes per set)	0	\$100.00	/set	\$0.00
Floor Flatness/Level Test	0	\$800.00	/day	\$0.00
Asphalt Extraction and Gradation	8	\$185.00	/each	\$1,480.00
Coring of Pavement	45	\$48.00	/each	\$2,160.00
Core Rig Mobilization	1	\$150.00	/trip	\$150.00
Laboratory Testing of Asphalt Cores for Density	45	\$28.00	/each	\$1,260.00
Swiss hammer (Rebound Hammer)	0	\$80.00	/test	\$0.00
Windsor Probe - 3 shots per test	0	\$95.00	/test	\$0.00
CWI Structural Steel Inspection (min. 4 hrs per trip)	0	\$100.00	/hr	\$0.00
Rebar Inspection (min. 2 hrs per trip)	0	\$75.00	/hr	\$0.00
Ground Improvement Monitoring (Stone Columns, Drilled Shafts, Rigid Inclusions, etc.)	0	\$70.00	/hr	\$0.00
Project Manager - Oversight / Coordination / Review Time	0	\$90.00	/hr	\$0.00
Principal Engineer, P.E. - Overview, Oversight, Review Time	0	\$125.00	/hr	\$0.00
Engineering Technician (on-site time, travel time, standby, delays etc. 1-hour increments)	100	\$54.00	/hr	\$5,400.00
Total				\$11,585.00
Administrative Fee				\$926.80
Total Materials Testing Cost Estimate				\$12,511.80

EXHIBIT II
CONDITIONS SPECIFIC TO CONSTRUCTION MATERIALS TESTING SERVICES

NOTES:

ALL UNIT RATES ARE BASED ON PROVIDING SERVICES DURING NORMAL WORK HOURS (WEEKDAYS, 6:30 A.M. TO 4:30 P.M.). FIELD SERVICES THAT ARE RENDERED BEYOND NORMAL WORK HOURS AND ON HOLIDAYS AND WEEKENDS WILL BE BILLED AT 1.5 TIMES THE QUOTED HOURLY TECHNICIAN RATE OR THE TEST FEE, WHICHEVER IS APPLICABLE.

1. Report preparation and typing services will be provided at a charge of 8% of total charges incurred on each invoice; in any event, we will not exceed the total Construction Services Department Testing budget (if applicable) unless verbal or written approval is received.
2. The Principal Engineer/ Project Manager's review time will be charged accordingly on a per report basis.
3. A minimum of five In-Place Density Tests per trip is required.
4. All hourly work requires a minimum of four hours call-out per trip.
5. Scheduled work requires 24 hours (excluding weekends) advance notice to the UES Dispatch Office. Work performed without advance notice will be termed RAPID RESPONSE SERVICES. Rapid Response Services will occur on a first come, first serve basis. An additional fee of 1 hour of technician time, or a fee multiplier of 1.5 (whichever is greater) will be charged for all Rapid Response Services.
6. Professional consultations and meetings will be invoiced at our standard unit rates.
7. Cancellation without notice and standby time will be invoiced at our standard unit rates.
8. One hour of technician time is included with the unit rate for concrete cylinders, cubes, beams and prisms. Any additional time required for testing (late concrete trucks, slow placement, etc.) will be charged at a standby rate of \$54.00 per hour.
9. All laboratory pricing is FOB Tampa Laboratory. There will be an additional charge of \$54.00 per hour for trips made to the job site for the sole purpose of picking up samples.
10. Each technician's visit to the jobsite will be invoiced at the hourly rate of \$54.00 per hour (*including* travel time) AND the number of tests at the Unit Fee Rate performed during that visit.

UES will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to a failure to schedule our services. In the event tests are *not* scheduled and UES must return to perform subsequent testing, additional charges may apply.

DISTRIBUTION OF REPORTS

To ensure that all parties of interest receive all reports for the above-listed project, we are requesting a distribution list from you. Please indicate how reports should be forwarded: **EMAIL** or **US MAIL**.

Name: _____
Company: _____
Email: _____
Phone: _____

Name: _____
Company: _____
Email: _____
Phone: _____

Name: _____
Company: _____
Email: _____
Phone: _____

Name: _____
Company: _____
Email: _____
Phone: _____

Name: _____
Company: _____
Email: _____
Phone: _____

Name: _____
Company: _____
Email: _____
Phone: _____

As testing reports become available throughout the project, the email addresses provided will be used to distribute testing information. Upon project completion and / or client request, the US Mail addresses will be used to provide signed / sealed copies of testing reports.

The administrative fee of 8% includes distribution to up to 4 parties. Additional parties may be added upon request. The administrative fee will be increased 1% for each additional party ad

**UES Professional Solutions, LLC
GENERAL CONDITIONS**

SECTION 1: RESPONSIBILITIES **1.1** UES Professional Solutions, LLC, and its affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS **3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS **6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION **7.1** Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$1,200.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE **8.1** UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

8.3 To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Revised 11.5.24

Tab 8

ADDENDUM TO COMMERCIAL CONTRACT

This Addendum is annexed to and forms a part of that certain Commercial Contract having an effective date determined as set forth in Paragraph 3 of said Commercial Contract (the "Effective Date"), by and between **SB ASSOCIATES I LIMITED PARTNERSHIP**, a Delaware limited partnership, formerly known as **SB ASSOCIATES LIMITED PARTNERSHIP**, a Delaware limited partnership (hereinafter sometimes collectively referred to as "Seller") and **SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, F.S. (hereinafter sometimes referred to as "Buyer").

1. Conflict with Commercial Contract. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of the Commercial Contract to which this Addendum is annexed, the terms and provisions of this Addendum shall take precedence and control. The aforesaid Commercial Contract, as supplemented and amended by this Addendum, is hereinafter sometimes collectively referred to as the "Agreement". Unless otherwise indicated in this Addendum, defined or capitalized terms used herein shall have the meanings, respectively, ascribed to them in the aforementioned Commercial Contract. Without limiting the generality of the foregoing, it is hereby agreed that the term "Property" shall be deemed to mean, refer to and include, the real property more particularly described on Exhibit "A" to this Agreement, together with all buildings and other improvements located thereon.

2. Due Diligence Period.

A. Buyer shall have the period (the "Due Diligence Period") commencing on the Effective Date of this Agreement and ending at 5:00 PM (Florida time) on the 60th day thereafter within which to conduct all requisite (as determined by Buyer) investigations as to the Property and all factors concerning same and to perform and conduct at Buyer's sole cost and expense, (Buyer hereby agreeing to hold Seller harmless in connection therewith) such non-invasive investigations, surveys, tests, studies, examinations and other reasonable activities as Buyer may deem necessary or desirable in order to determine the suitability of the Property for acquisition and use in the manner contemplated by Buyer. The investigations, surveys, tests, studies, examinations and activities described above are hereinafter sometimes collectively referred to as "Buyer's Permitted Activities". In connection with the foregoing, and for the purpose of conducting and performing Buyer's Permitted Activities, Buyer and its employees, agents and independent contractors shall have the right and license, at all reasonable times upon not less than two (2) business days' prior written notice to Seller (which may be transmitted to Seller via email), to enter onto the Property and to perform, in a reasonable manner, Buyer's Permitted Activities.

B. If Buyer shall not be fully satisfied, in Buyer's sole discretion, with the results of its investigations as to the Property and all factors concerning same, or if, for any other reason whatsoever, Buyer shall not desire to proceed forward with the transaction contemplated herein, then Buyer shall be entitled, by written notice, which must be delivered to Seller at or prior to the expiration of the Due Diligence Period, to cancel and terminate the transaction contemplated herein, and, following the delivery by Buyer to Seller of the materials referred to in the last sentence of this Subparagraph 2B, the earnest money deposit theretofore posted by Buyer pursuant to Paragraph 2 of the Commercial Contract shall be promptly refunded to Buyer, whereupon, subject to the provisions of Subparagraphs 2C and 2D below, this Agreement shall be deemed null, void and of no further force or effect, and each party hereto shall be relieved of and from all liability and obligation to the other hereunder, except, however, that Buyer shall continue to be liable and/or obligated with respect to all indemnities and other undertakings which, pursuant to the terms of this Agreement, are intended to survive such termination. If Buyer shall elect to terminate this transaction as aforesaid, then, promptly following request by Seller, Buyer shall deliver to Seller (or, if Buyer shall have previously received same, then Buyer shall allow Seller to retain), at no cost to Seller, non-proprietary due diligence materials regarding the Property which shall have been obtained by or produced for Buyer during the Due Diligence Period, including, but not limited to, all

surveys, property condition reports and other reports, test results, market studies, feasibility analyses, project economics studies, and design and engineering plans, specifications and data, if any, without representation whatsoever, or recourse to Buyer with respect to the contents accuracy or completeness of such materials, and Buyer shall not be required to obtain any reliance letters with respect thereto.

C. Buyer's Permitted Activities shall be performed in all respects in a commercially reasonable manner by Buyer, its employees, agents and independent contractors. IN THIS REGARD, BUYER HEREBY AGREES TO PAY AND INDEMNIFY, PROTECT, SAVE, DEFEND AND HOLD HARMLESS SELLER, AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PRINCIPALS, AGENTS AND ATTORNEYS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, CLAIMS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COURT COSTS AT ALL LEVELS OF PROCEEDINGS, WHICH SELLER OR ANY OF THE OTHER INDEMNITEES MAY INCUR, SUFFER OR SUSTAIN OR FOR WHICH SELLER OR ANY OF THE OTHER INDEMNITEES MAY BECOME OBLIGATED OR LIABLE, BY REASON OF ANY ACT OR OMISSION ON THE PART OF BUYER, ITS EMPLOYEES, AGENTS AND/OR INDEPENDENT CONTRACTORS IN THE PERFORMANCE OR CONDUCT OF BUYER'S PERMITTED ACTIVITIES OR BY REASON OF ANY INJURY TO OR DEATH OF PERSONS OR LOSS OF OR DAMAGE TO PROPERTY IN CONNECTION WITH, OR AS A RESULT OF, ANY SUCH ENTRY OR ENTRIES UPON OR USE OF THE PROPERTY BY BUYER, ITS EMPLOYEES, AGENTS AND/OR INDEPENDENT CONTRACTORS IN CONNECTION WITH BUYER'S PERMITTED ACTIVITIES OR AS A RESULT OF ANY LIEN(S) FOR LABOR AND/OR SERVICES PERFORMED AND/OR MATERIALS FURNISHED BY OR FOR THE ACCOUNT OF BUYER IN RESPECT OF THE PROPERTY, EXCEPT TO THE EXTENT SUCH LOSS, LIABILITY, COST OR EXPENSE ARISES OUT OF (1) ANY ACTS OR OMISSIONS OF SELLER OR SELLER'S AGENTS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES OR INVITEES, (2) ANY DIMINUTION OF VALUE OF THE PROPERTY ARISING FROM OR RELATING TO MATTERS DISCOVERED BY BUYER, (3) ANY LATENT DEFECTS IN THE PROPERTY DISCOVERED BY BUYER, OR (4) THE RELEASE OR SPREAD OF ANY HAZARDOUS SUBSTANCE, WHICH IS DISCOVERED ON OR UNDER THE PROPERTY BY BUYER.

D. Following the performance of any and all activities on the Property by Buyer and/or its employees, agents and/or independent contractors, Buyer shall restore the Property to the condition the Property was in prior to the performance of such activities.

E. THIS PARAGRAPH 2 IS INTENDED TO REPLACE AND SUPERSEDE THE PROVISIONS OF PARAGRAPH 7 OF THE COMMERCIAL CONTRACT. THE PROVISIONS OF THIS PARAGRAPH 2 SHALL SURVIVE NOTWITHSTANDING CLOSING OR ANY TERMINATION OF THE TRANSACTION CONTEMPLATED HEREIN.

F. Prior to entering upon or conducting (or permitting any of its agents, contractors or employees to enter upon or conduct) any activities on the Property, Buyer shall procure or cause each of Buyer's agents and contractors to procure (and furnish Seller with proof thereof) commercial public liability insurance insuring against any and all loss, injury and/or other damage which may result from or arise out of such entry, inspections, etc. Such insurance (i) shall provide coverage in an amount not less than \$1,000,000.00 (combined single limits), (ii) shall contain a contractual liability endorsement which shall insure Buyer's indemnity obligations as set forth in this Agreement, and (iii) shall name Seller as an additional named insured. No person shall enter the Property for the purpose of conducting any inspection or other activity thereon for or on behalf of Buyer unless the policy(ies) of insurance which Buyer shall have furnished or caused to be furnished to Seller as aforesaid shall provide coverage for personal injuries, death and property damage which may be caused by such person.

3. Closing.

The Closing of the transaction contemplated herein (the "Closing") shall be held on February 18, 2026 (hereinafter sometimes referred to as the "Closing Date").

The Closing shall be consummated through customary escrow procedures conducted by Phelps Dunbar L.L.P. ("Escrow Agent"), as agent for Old Republic National Title Insurance Company (the "Title Company"), i.e., with all required funds to be wire transferred by Buyer to Escrow Agent not later than 12:00 Noon on the Closing Date and all required documents to be delivered to Escrow Agent not later than 12:00 Noon on the Closing Date, at which point Escrow Agent shall disburse to the Seller via wire transfer the cash payable to Seller at Closing pursuant to this Agreement and shall deliver to the appropriate parties the executed original closing documents which the respective parties are entitled to receive pursuant to this Agreement

4A. No Representations or Warranties by Seller; Property sold "AS IS". Buyer hereby expressly acknowledges, agrees, represents and warrants that, except as and to the extent otherwise expressly provided in this Agreement and in the documents to be delivered at the Closing: (a) Seller, its agents, representatives and employees make and have made NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS and no other warranty or representation whatsoever as to (i) the condition or suitability of the Property for Buyer's purposes, (ii) the accuracy of any information furnished by Seller to Buyer in connection with the Property, or (iii) any other matters directly or indirectly related thereto; (b) Buyer has made (or, during the Due Diligence Period, will have made, or had adequate opportunity to make) a complete and thorough examination and inspection of the Property and all matters pertaining thereto and, on the basis of its inspection, Buyer is (or, during the Due Diligence Period, will have become, or had adequate opportunity to become) thoroughly familiar with the Property and all matters pertaining thereto including, without limitation, soil and drainage conditions (including elevation and density of soil), compliance with (and absence of violations of) applicable laws, zoning, utility availability and hook-up costs, and all other matters relevant to Buyer; (c) Buyer has determined (or, during the Due Diligence Period, will have determined, or had adequate opportunity to determine) that the condition of the Property is satisfactory to Buyer; and (d) notwithstanding the nature or extent of the inspections Buyer has made (or will have made, or had the opportunity to make), Buyer has agreed to purchase and accept (and shall purchase and accept) the Property in its "AS IS" condition without requiring any action, expense or other thing or matter on the part of the Seller to be paid or performed and, upon acceptance of the deed to the Property at Closing, Buyer shall be conclusively deemed to have accepted the Property in its "AS IS" condition and shall have released and discharged Seller of and from and in respect of all liability related to the Property including, without limitation, liability for contribution for any matters (including, without limitation, environmental claims or liability), except that the foregoing shall not be deemed to release or impair or discharge Seller's obligations and liabilities, if any, which pursuant to the provisions of this Agreement expressly survive Closing. In accordance with Section 404.056, Florida Statute, Buyer hereby acknowledges that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time; levels of radon that exceed federal and state guidelines have been found in buildings in Florida; and additional information regarding radon and radon testing may be obtained from the applicable county health department. BUYER HEREBY ACKNOWLEDGES THAT (i) SELLER HAS BEEN MATERIALLY INDUCED TO SELL THE PROPERTY FOR THE PRICE SET FORTH IN THIS AGREEMENT BASED ON BUYER'S AGREEMENT AS AFORESAID TO ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION AND WITH NO REPRESENTATIONS OR WARRANTIES EXCEPT AS AND TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH HEREIN (AND/OR IN ANY ADDENDUM HERETO OR ANY DOCUMENTS TO BE DELIVERED AT THE CLOSING) AND (ii) BUT FOR BUYER'S AGREEMENT AS AFORESAID, SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY FOR THE PRICE SET FORTH IN THIS AGREEMENT.

4B. Certain Representations.

(1) Notwithstanding the provisions of Paragraph 4A above, Seller makes the following representations and warranties to Buyer, which representations and warranties shall be true and correct in all material respects on the date hereof and on the date of Closing and shall survive such Closing as, but only for so long as, provided hereinbelow:

(a) To Seller's knowledge, there are no pending or threatened claims, actions, suits or proceedings affecting the Property or Seller's ownership of the Property;

(b) To Seller's knowledge, Seller has not received written notice that the Property is in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement of any governmental authority, agency or officer having jurisdiction, including matters relating to environmental conditions or Hazardous Material ("Environmental Laws"). In this connection, it is understood and agreed that Seller has not made, and Buyer agrees that Seller has no obligation to make, any independent investigation with respect to the matters set forth in this Paragraph 4B(1)(c). For the purposes hereof, "Hazardous Material" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., or any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.;

(c) Seller has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder; the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder have been duly authorized by such action as may be required and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of Seller;

(d) Seller is a United States Person, as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended; and

(e) Seller is not a party to any service contracts with respect to the Property.

(2) All references in this Agreement to "**Seller's knowledge**" or words of similar import shall refer only to the actual knowledge (as distinguished from any implied, imputed or constructive knowledge) of Craig B. Weber, Seller's property manager (the "**Designated Individual**"), and shall not be construed to refer to the knowledge of any other officer, agent or employee of Seller or any affiliate thereof or to impose or have imposed upon the Designated Individual any duty to investigate the matters to which such knowledge, or the absence thereof, pertains, including, but not limited to, the contents of any files, documents, or materials made available to or disclosed to Buyer or the contents of the files maintained by the Designated Individual. There shall be no personal liability on the part of the Designated Individual arising out of any representations or warranties made herein.

5. Certain Title Matters.

(i) Anything in this Agreement to the contrary notwithstanding, it is expressly understood and agreed that while Seller, in its sole and absolute discretion, shall have the right to do so (or to attempt to do so), Seller shall have no obligation to cure or make any effort to cure any title defect(s) affecting the Property i.e., other than the "Mandatory Cure Defects" which Seller shall be obligated to discharge at or prior to Closing. As used herein, the term "Mandatory Cure Defects" shall mean and refer

to any delinquent real estate taxes and assessments assessed against the Property, any mortgages filed by Seller against the Property, and any construction liens filed by any lienor who performed work on the Property under contract with Seller.

Seller shall have five (5) days from Seller's receipt of Buyer's written notice of any title or survey objections to elect in writing whether to cure or attempt to cure such defects in Buyer's notice ("Seller's Response"). In the event that, after having elected to attempt to cure such defects in Seller's Response, Seller shall fail or be unable to do so, then Seller shall give Buyer written notice thereof ("Seller's Notice") not later than five (5) business days prior to the Closing Date, and Buyer shall then be required to elect by written notice to be delivered by Buyer to Seller not later than three (3) business days following Buyer's receipt of Seller's Notice, either:

(aa) to accept title to the Property subject to the uncured title defects (other than the Mandatory Cure Defects, which Seller shall be obligated to discharge as noted above), in which event said uncured title defects shall be deemed to be Permitted Exceptions and any and all objections of Buyer with respect thereto shall be deemed irrevocably waived for all purposes; or

(bb) to cancel this Agreement, whereupon (subject to compliance by Buyer with the provisions of Subparagraph 2B above) the earnest money deposit theretofore posted by Buyer pursuant to Paragraph 2 of the Commercial Contract (and, if applicable, pursuant to Paragraph 3 of this Addendum) shall be promptly refunded to Buyer and each party shall be relieved of and from all further duty and obligation to the other hereunder, except, however, that Buyer shall continue to be liable and/or obligated with respect to all indemnities and other undertakings which, pursuant to the terms of this Agreement, are intended to survive such termination.

If Buyer shall fail to timely deliver written notice to Seller of Buyer's election to proceed under Clause (bb) above, then Buyer shall be deemed to have elected to proceed under Clause (aa) above.

(ii) Notwithstanding anything in this Agreement to the contrary, within five (5) days of the Effective Date, Seller shall deliver to Buyer, Seller's existing boundary survey of the Property, prepared by Florida Design Consultants, Inc. ("**Existing Survey**"). Buyer shall have the right to obtain, at its sole cost and expense, a new boundary survey of the Property ("**Survey**") or an update to the Existing Survey. Buyer shall deliver written notice to Seller, no later than ten (10) days prior to the expiration of the Due Diligence Period, of any matter shown on the Survey or Existing Survey to which Buyer objects. Any such objections to survey matters shall be handled in accordance with the terms and the time periods set forth in this Section 5. At Closing, if requested by Buyer, and provided the Existing Survey is sufficient to delete the standard survey exceptions for matters that would be disclosed by an accurate survey, then Seller agrees to provide a survey affidavit at Closing meeting the title insurer's requirements.

6. Assignment. Seller, in entering into this Agreement, is relying on the financial ability and reputation of Buyer. Accordingly, Buyer will not be permitted to assign this Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's absolute and sole discretion and with or without cause and may be conditioned upon such matters as Seller, in its absolute and sole discretion, deems appropriate, and any purported assignment made without Seller's prior written consent shall be null and void and of no force or effect.

Any such assignment shall be effected only by a written instrument, a fully executed copy of which shall be delivered to Seller at least five (5) business days prior to closing. Notwithstanding any assignment of this Agreement, the Buyer named herein shall be and remain personally liable for performance and compliance by such assignee (and any successor or assignee thereof) of all of the latter entity's obligations under this Agreement. The provisions of the immediately preceding sentence

shall survive closing.

7. Entire Agreement; Agreement Not To Be Recorded. This Agreement contains the entire agreement between the parties and merges and extinguishes all prior negotiations and verbal or written understandings. Without limiting the foregoing, but in furtherance thereof, the parties acknowledge that there are no promises, inducements, assurances, agreements, guarantees, warranties, representations or solicitations, either express or implied, written or oral (including, without limitation, no promises, inducements, assurances, agreements, guarantees, warranties, representations or solicitations by Seller's predecessor), except as and to the extent specifically recited and contained herein. This Agreement shall not be modified (including, without limitation, the waiver of any provision hereof) except by a writing executed by the parties. It is specifically understood and agreed that neither this Agreement nor any notice hereof shall be recorded in any public records and any such recordation shall be null, void and of no force or effect and shall constitute a default by Buyer hereunder. The provisions of this paragraph shall survive closing and any termination of this Agreement.

8. Time of the Essence; Prevailing Party Attorneys' Fees; Construction of Agreement; No Third Party Beneficiaries; Venue; Governing Law. Time is of the essence with respect to this Agreement and each of the terms and provisions hereof. In the event legal proceedings between the parties are instituted in connection with this Agreement, the transaction contemplated by this Agreement or the Property (whether such proceedings sound in tort, contract or otherwise), SELLER AND BUYER HEREBY WAIVE JURY TRIAL and the prevailing party shall be entitled to an award of court costs and its reasonable attorneys' and paralegals' fees at all tribunal levels and in connection with all proceedings (including post judgment proceedings for the collection or enforcement of any judgment rendered) and this shall be in addition to the remedies provided elsewhere in this Agreement. This Agreement shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement is the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement. Drafts of this Agreement have been prepared for discussion purposes only and no party thereto shall be bound until this Agreement has been fully executed and delivered by all applicable parties. Wherever reference is made in this Agreement to money, sums of money, dollars or amounts thereof, such reference shall mean United States currency, acceptable as legal tender within the United States of America at the time of payment. The provisions of this Agreement are for the sole benefit of the parties to this Agreement, and the successors and assigns of Seller and the successors and permitted assigns of Buyer, and shall not give rise to any rights by or on behalf of anyone other than such parties. Subject to the restrictions on assignment contained herein, the provisions contained in this Agreement shall be binding upon the parties hereto and their heirs, personal representatives, successors and assigns. The paragraph headings are included for convenience only and shall not be used in connection with the interpretation of this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties hereby consent to jurisdiction and venue in the county in which the Property is located, and agree that such jurisdiction and venue shall be sole and exclusive for all actions or disputes related to this Agreement, which actions shall be commenced and held solely in the county in which the Property is located. The provisions of this paragraph shall survive closing and any termination of this Agreement.

9. Remedies of Buyer upon Default by Seller. In the event that Seller shall default in the performance of any of its material obligations under this Agreement, including its obligation to consummate the transaction contemplated herein when otherwise obligated to do so pursuant to the terms hereof, then, in such event, and provided that Buyer shall not then be in default hereunder, Buyer

shall be entitled, as Buyer's sole and exclusive remedy, either:

(a) to seek specific performance of this Agreement; or

(b) to cancel this Agreement, whereupon (subject to compliance by Buyer with the provisions of Subparagraph 2B above) the earnest money deposit posted by Buyer pursuant to Paragraph 2 of the Commercial Contract shall be promptly refunded to Buyer and each party shall be relieved of and from all further duty and obligation to the other hereunder, except, however, that Buyer shall continue to be liable and/or obligated with respect to all indemnities and other undertakings which, pursuant to the terms of this Agreement, are intended to survive such termination. In no event shall Buyer have (and Buyer hereby expressly waives and relinquishes - such waiver and relinquishment being an essential component of the bargained-for exchange between Seller and Buyer) the right to seek, obtain or recover from or against Seller any compensatory, consequential, exemplary, special, punitive or any other form of monetary or other damages. Notwithstanding the foregoing, in the event specific performance is unavailable as a remedy to Buyer due to Seller conveying the Property to a third party in breach of its obligations under this Agreement, Buyer shall be entitled to pursue all available remedies at law or in equity.

10. Remedy of Seller upon Default by Buyer. In the event that Buyer shall default in the performance of any of its material obligations under this Agreement, including its obligation to consummate the transaction contemplated herein when otherwise obligated to do so pursuant to the terms hereof, then in such event, and provided that Seller shall not then be in default hereunder, Seller as is sole remedy shall be entitled to retain the deposit paid or agreed to be paid by Buyer as agrees upon liquidated damages, consideration for the execution of the Agreement, and in full settlement as any claims, upon which this Agreement shall terminate. Notwithstanding the foregoing, this provision does not modify any of Buyer's indemnification provisions set forth in the Agreement.

11. Further Assurances. Seller and Buyer each agree to execute and deliver to the other party such further documents or instruments as may be reasonable and necessary in the furtherance of or the performance of the terms, conditions and covenants of this Agreement.

12. Relationship of Parties. Nothing contained in this Agreement or the activities contemplated hereby shall be construed to create the relationship of principal and agent, partnership, joint venture, trust, tenants in common or any other relationship between Seller and Buyer other than separate and distinct entities dealing at arm's length for their own separate interests and benefits. Without limiting the foregoing, but in supplementation thereof, Buyer acknowledges and agrees that Seller is not a co-venturer or partner of Buyer in Buyer's ownership and development of, construction upon, use or other activity conducted on or related to, or resale of the Property.

13. Notices. All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed made when either delivered to the United States Postal Service for mailing, return receipt requested, postage prepaid or to a common courier such as Federal Express, or by email addressed to the party at the address indicated as follows:

If to Buyer:

Seven Oaks Community Development District
Attn: Scott Brizendine, District Manager
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Email address: sbrizendine@rizzetta.com

with a copy to:

Mahoney Law Group, P.A.
Attn: Jessica Paz Mahoney, Esq.
Stephanie M. Cua, Esq.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764
Tel: (727) 536-8003
Email: jmahoney@mlawgroupppa.com
scua@mlawgroupppa.com

If to Seller:

SB Associates I Limited Partnership
2940 Sports Core Circle
Wesley Chapel, FL 33540
Attention: Craig B. Weber
Email: cweber@crown-tampa.com

With a copy to:

Phelps Dunbar L.L.P
100 S Ashley Drive,
Suite 2000
Tampa, FL 33602
Attention: Aileen S. Davis, Esq.
Email: aileen.davis@phelps.com

If to Escrow Agent:

Phelps Dunbar L.L.P
100 S Ashley Drive,
Suite 2000
Tampa, FL 33602
Attention: Aileen S. Davis, Esq.
Email: aileen.davis@phelps.com

14. Counterparts. This Agreement may be executed in one or more counterparts and shall become effective only when one or more counterparts have been signed by all of the parties. Each counterpart shall be deemed an original but all of the counterparts together shall constitute only one single agreement. In order to facilitate the finalization of this Agreement, the parties agree that signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" format may be used in place of original signatures on this Agreement. Each party intends to be bound by such party's facsimile or "PDF" format signature on this Agreement, is aware that the other parties are relying on such party's facsimile or "PDF" format signature, and hereby waives any defenses to the enforcement of this Agreement based upon the form of signature.

15. Risk of Loss. Seller shall bear all risk of loss, damage or taking of the Property which may occur prior to the Closing. In the event of any loss, damage, or taking of any portion of the Property prior to Closing, Seller shall provide prompt written notice thereof to Buyer (such notice to generally describe the loss, damage or taking, as applicable, and to include a preliminary estimate of the cost of repair, if available) and in such case, Buyer may elect, at Buyer's sole option, by written notice to Seller, to (a) cancel and terminate the transaction contemplated herein, whereupon (subject to compliance by Buyer with the provisions of Subparagraph 2B above) the earnest money deposit(s) theretofore posted by Buyer under this Agreement shall be promptly refunded to Buyer, this Agreement shall be deemed null, void

and of no further force or effect, and each party hereto shall be relieved of and from all further liability and obligation to the other hereunder, except, however, that Buyer shall continue to be liable and/or obligated with respect to all indemnities and other undertakings which, pursuant to the terms of this Agreement, are intended to survive such termination, or (b) accept title to the Property in its then "as is" condition with no abatement of the Purchase Price, and at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such loss or damage or all of Seller's interest in and to all awards for such taking, as the case may be. Buyer's notice of its election must be delivered to Seller not later than ten (10) days following receipt by Buyer of Seller's aforesaid written notice of the loss, damage or taking, as the case may be, failing which Buyer shall be deemed to have elected not to cancel under this Paragraph 15.

16. Seven Oaks CDD Bond Debt. At the Closing, Seller will pay off the outstanding portion of the CDD bond debt applicable to the Property.

17. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Buyer 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.

[End of Page – Signatures appear on the next page]

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the day and year first above written.

SELLER:

SB ASSOCIATES I LIMITED PARTNERSHIP
a Delaware limited partnership

By: _____
Craig B. Weber
Authorized Person

BUYER:

SEVEN OAKS COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special purpose
government established pursuant to Chapter 190,
F.S.

By: _____
Name: _____
Title: _____

Exhibit "A"
Legal Description

A parcel of land being a portion of that certain property as described in Official Records Book 4593, page 1558 and refiled in Official Records Book 4924, page 1206 of the Public Records of Pasco County, Florida, lying within Section 25, Township 26 South, Range 19 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of Section 25, Township 26 South, Range 19 East, Pasco County, Florida; thence S00°28'35"W, along the West line of said Section 25, for 100.01 feet to the Northwest corner of SEVEN OAKS PARCELS S-11 AND S-15, as recorded in Plat Book 42, page 62 of the Public Records of Pasco County, Florida; thence leaving said West line of Section 25, N89°41'59"E, along the North line of said SEVEN OAKS PARCELS S-11 AND S-15 (being the basis of bearings for this legal description), for 1,564.80 feet to the Northeast corner of said SEVEN OAKS PARCELS S-11 AND S-15, same being the Northwest corner of that certain property as described in Official Records Book 4915, page 90 of the Public Records of Pasco County, Florida; thence continue N89°41'59"E, along a North line of said certain property as described in Official Records Book 4915, page 90, for 30.39 feet to the POINT OF BEGINNING; thence leaving said North line of that certain property as described in Official Records Book 4915, page 90, continue N89°41'59"E, along the South line of SEVEN OAKS PARCEL S-8B2, as recorded in Plat Book 47, page 141 of the Public Records of Pasco County, Florida, for 332.68 feet to the point of intersection with said North line of that certain property as described in Official Records Book 4915, page 90; thence the following eight (8) courses along said North line of that certain property as described in Official Records Book 4915, page 90; (1) thence leaving said South line of SEVEN OAKS PARCEL S-8B2, S00°18'03"E, for 161.17 feet; (2) thence S81°56'29"W, for 62.69 feet to the point of intersection with a non-tangent curve, concave Southerly; (3) thence Westerly along the arc of said curve, from a radial bearing of N33°55'31"E, having a radius of 137.00 feet, a central angle of 62°37'48", an arc length of 149.75 feet, and a chord bearing N87°23'23"W for 142.41 feet to the point of intersection with a non-tangent line; (4) thence S25°46'33"E, for 14.96 feet to the point of intersection with a non-tangent curve, concave Northerly; (5) thence Westerly along the arc of said curve, from a radial bearing of S26°02'42"E, having a radius of 78.00 feet, a central angle of 33°02'42", an arc length of 44.99 feet, and a chord bearing S80°28'39"W for 44.37 feet to the point of reverse curvature of a curve concave Southerly; (6) thence Westerly along the arc of said curve, having a radius of 122.00 feet, a central angle of 26°35'26", an arc length of 56.62 feet, and a chord bearing S83°42'17"W for 56.11 feet to the point of intersection with a non-tangent line; (7) thence N19°35'26"W, for 25.86 feet; (8) thence N09°30'00"W, along a line 30.00 feet East of and parallel with the East line of said SEVEN OAKS PARCELS S-11 AND S-15, for 166.61 feet to the POINT OF BEGINNING.

Containing 52,781 square feet or 1.212 acres, more or less.

Commercial Contract

1. PARTIES AND PROPERTY: Seven Oaks Community Development District ("Buyer")

agrees to buy and SB Associates I Limited Partnership ("Seller")

agrees to sell the property at:

Street Address: 2940 Sports Core Circle, Wesley Chapel, FL 33543

Legal Description: See Exhibit "A" to Addendum to Commercial Contract

and the following Personal Property: All fixtures, furniture and equipment (no part of the purchase price is to be allocated to the Personal Property)

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 1,550,000.00

(a) Deposit held in escrow by: Phelps Dunbar LLP \$ 75,000.00
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 100 S Ashley Drive, Suite 2000 Tampa FL 33602 Phone: 813-472-7576

(b) Additional deposit to be made to Escrow Agent

☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ____ days after Effective Date \$ N/A

(c) Additional deposit to be made to Escrow Agent

☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ____ days after Effective Date \$ N/A

(d) Total financing (see Paragraph 5) \$ N/A

(e) Other \$ N/A

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid
via wire transfer.

\$ 1,475,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before _____, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or _____. Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

(a) **Closing Date:** This transaction will be closed on February 18, 2026 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in _____ County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

~~**BUYER'S OBLIGATION:** On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or \$ _____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:~~

~~**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.~~

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as Community recreational.

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within 10 days after Effective Date or at least _____ days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ **Seller** will, within 4 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction: all architectural plans for vertical improvements, all permits and authorizations from governmental authorities, and all prior environmental assessments.

_____ prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☐ **Buyer** will, at ☐ **Seller's** ☐ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

~~**7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))~~

~~☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.~~

~~☐ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**~~

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 3 days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

251 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
252 representing a party will be as effective as if given by or delivered to that party.

253 **17. DISCLOSURES:**

254 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
255 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
256 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
257 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
258 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

259 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
260 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
261 liens, if any, shall be paid as set forth in Paragraph 9(e).

262 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
263 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
264 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
265 and radon testing may be obtained from your county public health unit.

266 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
267 Section 553.996, Florida Statutes.

268 **18. RISK OF LOSS:**

269 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will
270 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to
271 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and
272 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim
273 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any
274 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of
275 the Buyer.

276 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
277 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
278 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
279 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
280 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate
281 with and assist Buyer in collecting any such award.

282 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not
283 assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement
284 to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This
285 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if
286 assignment is permitted).

287 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
288 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
289 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
290 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
291 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
292 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
293 construed under Florida law and will not be recorded in any public records.

294 **21. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a
295 licensed real estate Broker other than:

296 **(a) Seller's Broker:** N/A
297 _____,
(Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

298 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
299 ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____
300 _____
301 _____

302 **(b) Buyer's Broker:** N/A _____,

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

(Company Name)

(Licensee)

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
☐ Seller Representations	☐ Seller Financing	☐ Other _____

23. ADDITIONAL TERMS:

See attached Addendum.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

(Signature of Buyer) Date: _____

Seven Oaks Community Development District Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

(Signature of Buyer) Date: _____

Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice _____

Facsimile: _____ Email: _____

(Signature of Seller) Date: _____

SB Associates I Limited Partnership By: Craig B. Weber Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: **Authorized Person** Telephone: _____

(Signature of Seller) Date: _____

Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

Tab 9

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

SEVEN OAKS
COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors of Seven Oaks Community Development District was held on **Friday, October 24, 2025, at 3:14 p.m.** at the Seven Oaks Clubhouse, located at 2910 Sports Core Circle, Wesley Chapel, FL 33544.

Present and constituting a quorum:

Andy Mendenhall	Board Supervisor, Chairman
Sean Grace	Board Supervisor, Vice Chairman
Ted Rhodes	Board Supervisor, Assistant Secretary
Jon Tomsu	Board Supervisor, Assistant Secretary
Jack Christensen	Board Supervisor, Assistant Secretary

Also present were:

Scott Brizendine	District Manager, Rizzetta & Co., Inc.
Kathryn Hopkinson	District Counsel, Straley, Robin & Vericker
	<i>(via phone)</i>
Theresa DiMaggio	Clubhouse Manager

Audience	None
----------	-------------

FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine called the meeting to order and performed roll call confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments

There were no members of the general audience in attendance.

THIRD ORDER OF BUSINESS

Discussion of Purchase Counteroffer

Mr. Brizendine reviewed the \$1,550,000 counteroffer from SB Associates and provided the Board with financing options.

Mr. Rhodes asked if the district can get a line of credit for \$500,000 to offset the cash.

Ms. Hopkinson recommended that the Board hire a real estate attorney and recommends Jessica Mahoney from Mahoney Law Group.

On a Motion by Mr. Tomsu, seconded by Mr. Mendenhall, with four in favor, and one opposed (Mr. Tomsu) the Board of Supervisors accepted the \$1,550,000 counteroffer from SB Associates, for the Seven Oaks Community Development District.

Ms. DiMaggio has received several complaints about the Board's decision to allow the tennis pro to utilize two (2) courts.

A discussion was held. The Board encouraged residents concerned with the new structure to attend the November 5, 2025, CDD meeting.

FOURTH ORDER OF BUSINESS

Supervisor Requests

There were no supervisor requests.

FIFTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Tomsu, seconded by Mr. Grace, with all in favor, the Board of Supervisors adjourned the meeting at 3:52 p.m., for Seven Oaks Community Development District.

Secretary

Chairman/Vice Chairman

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

SEVEN OAKS
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Seven Oaks Community Development District was held on **Wednesday, November 5, 2025, at 3:00 p.m.** at the Seven Oaks Clubhouse, located at 2910 Sports Core Circle, Wesley Chapel, FL 33544.

Present and constituting a quorum:

Andy Mendenhall	Board Supervisor, Chairman
Sean Grace	Board Supervisor, Vice Chairman
Ted Rhodes	Board Supervisor, Assistant Secretary
Jon Tomsu	Board Supervisor, Assistant Secretary
Jack Christensen	Board Supervisor, Assistant Secretary

Also present were:

Scott Brizendine	District Manager, Rizzetta & Co., Inc.
Lisa Castoria	District Manager, Rizzetta & Co., Inc.
Kathryn Hopkinson	District Counsel, Straley, Robin & Vericker
Theresa DiMaggio	Clubhouse Manager
Greg Woodcock	District Engineer, Stantec Consulting Services
	(via phone)
Jessica Mahoney	Mahoney Law Group

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine called the meeting to order and performed roll call confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments

There were several audience comments and concerns about the tennis courts.

Mr. Feldman is upset that the tennis court situation has changed tremendously. He is upset that the vendor has access to 40% of the tennis courts now. He suggested that the vendor should go back to court 1 and if they need additional courts, they should not

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be able to use them during prime time. He would also like to see the courts groomed twice a day.

Mr. Tomsu assured the audience members that the Board takes all residents' thoughts and concerns into consideration. Mr. Mendenhall informed the audience members that the Board will investigate the condition of all 5 courts

There was a resident request to use three courts instead of the two previously used for the school aged tennis program due to larger participation. He assured the Board that this additional court would not be used during peak times. The Board held a brief discussion and made a motion to approve this request.

On a Motion by Mr. Tomsu, seconded by Mr. Mendenhall, with all in favor, the Board of Supervisors approved the resident request to use three courts instead of two for the school aged tennis program, for the Seven Oaks Community Development District.

Ms. Lusk requested that additional plants be installed at the Villas at Deer Run entrance. It was noted that Mr. Tomus has informed Ms. Lusk that the irrigation needs to be fixed before any additional planting can be installed. Mr. Mendenhall directed staff to reach out to Mr. Gentilella and ask him to provide proposals for the irrigation and installation of new plants.

THIRD ORDER OF BUSINESS

Reports & Presentations

A. District Engineer

Mr. Woodcock presented a proposal from Faulkner Engineering for Geotechnical testing for Ancient Oaks Boulevard in the amount of \$6,250. He met with the contractor, and noted that they would like a slight modification to the type of asphalt being used. Stantec does not have any objections. Mr. Woodcock noted that there will be a \$43,000 credit back to the District.

On a Motion by Mr. Rhodes, seconded by Mr. Tomsu, with all in favor, the Board of Supervisors approved the proposal from Faulkner for Geotechnical testing for Ancient Oaks Boulevard in the amount of \$6,250, for the Seven Oaks Community Development District.

On a Motion by Mr. Mendenhall, seconded by Mr. Rhodes, with all in favor, the Board of Supervisors approved the modifications to the type of asphalt, for the Seven Oaks Community Development District.

Mr. Tomsu would like Mr. Woodcock to provide a list of all the next road projects at the next meeting so the Board knows of the upcoming work in the future.

B. District Counsel

Ms. Hopkinson stated that she had nothing new to report.

C. Field Operations Manager

Mr. Gentilella was not present. Mr. Brizendine reviewed the report with the Board. They did not have any questions or concerns at this time.

D. Clubhouse Manager

Ms. DiMaggio informed the Board that next year's Harvest Festival will cost \$11,315.00. The Board also held a discussion about disposing of Halloween Décor.

On a Motion by Mr. Mendenhall, seconded by Mr. Tomsu, with all in favor, the Board of Supervisors approved the amount of \$11,315 for next year's Harvest Festival, for the Seven Oaks Community Development District.

On a Motion by Mr. Mendenhall, seconded by Mr. Tomsu, with all in favor, the Board of Supervisors approved the disposal of all Halloween Decor, for the Seven Oaks Community Development District.

i. Discussion of Tennis Court Use

This item was covered during audience comments.

E. District Manager

Mr. Brizendine informed the Board that the next regular meeting will be held on December 3, 2025, at 6:00 p.m.

i. Review of District Management Report and Financial Statement

Mr. Brizendine presented the Manager's report and financial statements to the Board. There were no questions or comments at this time.

**ii. Review of Excess General Fund Money and Debt Services
Money Available for District Use**

Mr. Brizendine informed the Board that there is excess debt service money in the Series 2021 Bonds' Revenue Account in the amount of \$20,699.00. The Board directed staff to transfer the money to the reserve fund.

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On a Motion by Mr. Rhodes, seconded by Mr. Mendenhall, with all in favor, the Board of Supervisors approved the transfer of \$20,699 from the Series 2021 Revenue Account to the Reserve Fund, for the Seven Oaks Community Development District.

Mr. Brizendine also informed the Board that there is excess money in the General Fund in the amount of \$1,286,199. The Board directed staff to transfer the excess funds to the Reserve Fund.

On a Motion by Mr. Rhodes, seconded by Mr. Christensen, with all in favor, the Board of Supervisors approved the transfer of \$1,286,199 from the General Fund to the Reserve Fund, for the Seven Oaks Community Development District.

iii. Presentation of Website Compliance Report

Mr. Brizendine presented the Website Compliance report to the Board. There were no questions or concerns.

FOURTH ORDER OF BUSINESS

Consideration of Mahoney Law Group Engagement Letter

Ms. Jessica Mahoney introduced herself and her firm and explained the process to the Board. If engaged, Mahoney Law Group would represent the District in its purchase of the building and land from SB Associates.

On a Motion by Mr. Rhodes, seconded by Mr. Tomsu, with all in favor, the Board of Supervisors approved the Mahoney Law Group Engagement Letter, for the Seven Oaks Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Towing Authorization Agreement

The Board held a brief discussion and agreed they would only like signs installed where legally required, not in every village.

On a Motion by Mr. Mendenhall, seconded by Mr. Tomsu, with four in favor, and one opposed (Mr. Grace) the Board of Supervisors approved the agreement and directed District Counsel to move forward with an agreement with SOPOA on a joint use agreement, for the Seven Oaks Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of Arbitrage Engagement Letters

On a Motion by Mr. Mendenhall, seconded by Mr. Tomsu, with all in favor, the Board of Supervisors approved the Arbitrage Engagement Letters (Series 2016A1 and 2016A-2 & 2016B-1 and 2016B-2, for the Seven Oaks Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Board Supervisors’
Regular meeting held on October 1,
2025, and O&M Enterprise Fund and
General Fund Expenditures for
September 2025**

On a Motion by Mr. Mendenhall, seconded by Mr. Tomsu, with all in favor, the Board of Supervisors approved the minutes of Board of Supervisors’ Regular Meeting held on October 1, 2025, as amended, and the Enterprise (\$4,166.01) and General Fund (\$328,968.51) expenditures for September 2025, as presented, for the Seven Oaks Community Development District.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

Mr. Mendenhall motioned for a NTE \$2,500 for tablets for the Board.

On a Motion by Mr. Mendenhall, seconded by Mr. Grace, with two in favor, and three opposed the Board of Supervisors did not approve the NTE of \$2,500 for tablets for the Board, for the Seven Oaks Community Development District.

NINTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Tomsu, seconded by Mr. Mendenhall, with all in favor, the Board of Supervisors adjourned the meeting at 4:54 p.m., for Seven Oaks Community Development District.

Secretary

Chairman/Vice Chairman