



Rizzetta & Company

# Hammock Oaks Community Development District

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**Board of Supervisors' Meeting  
February 9, 2026**

**District Office:  
5844 Old Pasco Road  
Suite 100  
Wesley Chapel Florida 33544  
813 994-1001  
[hammockoakscdd.net](http://hammockoakscdd.net)**

## HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, FL 34731

<b>Board of Supervisors</b>	Bill Fife Stephanie Vaughn Greg Beliveau Pete Williams Owen Budorick	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Lynn Hayes	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jere Earlywine	Kutak Rock LLP
<b>District Engineer</b>	Robert Walpole	CHW Professional Consultants

### **All cellular phones and pagers must be turned off during the meeting.**

The audience comments portion of the agenda is when 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) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, 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.

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

District Office – Tampa, Florida (813) 933-5571  
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614  
[www.hammockoakscdd.net](http://www.hammockoakscdd.net)

January 30, 2026

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

## AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Hammock Oaks Community Development District will be held on **Monday, February 9, 2026 at 1:00 p.m.**, at the Fruitland Park Library located at 604 W. Berckman Street, Fruitland Park, FL 34731. The following is the agenda for the meeting:

### **BOS MEETING:**

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of Regular Board of Supervisors' Meeting Minutes for November 10, 2025..... Tab 1
  - B. Ratification of Operation & Maintenance Expenditures for October 2025 thru December 2025 ..... Tab 2
  - C. Ratification of Change Orders ..... Tab 3
  - D. Ratification of Construction Requisitions ..... Tab 4
- 4. BUSINESS ITEMS**
  - A. Ratification of Addendum to Construction Contract Phases 2B and 2C Infrastructure between SK Hammock Oaks LLC and Hughes Brothers Construction Inc..... Tab 5
  - B. Ratification of Addendum to Construction Contract Phases 2B and 2C MG between SK Hammock Oaks LLC and Hughes Brothers Construction Inc..... Tab 6
  - C. Ratification of Pillars Group Janitorial Maintenance Services Agreement ..... Tab 7
  - D. Ratification of Roundabout Improvements Maintenance Agreement between SK Hammock Oaks LLC and Lake County, Florida ..... Tab 8
  - E. Ratification of Resort Pool Services Agreement for Pool Maintenance Services ..... Tab 9

- F. Ratification of Clearworld Lighting Design Analysis Agreement..... Tab 10
- G. Consideration of Second Amendment to Reciprocal Easement Agreement..... Tab 11
- H. Consideration of First Service Agreement ..... Tab 12
- I. Discussion of Draft Amenity & Parking Rules..... Tab 13
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Field Inspection Services Report ..... Tab 14
  - D. District Manager
    - i. Review of District Manager’s Report ..... Tab 15
    - ii. Presentation of Website Compliance Report..... Tab 16
- 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,

*Lynn Hayes*  
Lynn Hayes  
District Manager

# Tab 1

**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.*

**HAMMOCK OAKS  
COMMUNITY DEVELOPMENT DISTRICT**

The regular Meeting of the Board of Supervisors of Hammock Oaks Community Development District was held on **Monday, November 10, 2025, 1:00 p.m.** at the Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, FL 34731.

Present and constituting a quorum:

Bill Fife	<b>Board Supervisor, Chair</b>
Greg Beliveau	<b>Board Supervisor, Assistant Secretary</b>
Owen Budorick	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lynn Hayes	<b>District Manager, Rizzetta &amp; Company</b>
Jere Earlywine	<b>District Counsel, Kutak Rock</b>
Matthew Mironchik	<b>LIS, Rizzetta &amp; Company</b>
Audience	<b>Present</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Hayes called the meeting to order at 1:00 p.m. confirming a quorum for the meeting.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

Mr. Robert Reddington asked about fixing solar streetlights, and about large tree in conservation area with limbs hanging down. Mr. Mironchik will check this and report findings to District Manager.

**THIRD ORDER OF BUSINESS**

**Consideration of Regular Board of Supervisors Meeting Minutes for August 11, 2025**

On a Motion by Mr. Beliveau, seconded by Mr. Fife, with all in favor, the Board of Supervisors approved the August 11, 2025 Regular Board of Supervisors Meeting Minutes as presented for the Hammock Oaks Community Development District.
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**FOURTH ORDER OF BUSINESS**

**Ratification of Operation &**

**Maintenance Expenditures for July,  
August & September 2025**

Mr. Hayes reviewed the July 2025, August 2025 and September 2025 operation and maintenance expenditures with the Board of Supervisors and asked if there were any questions. There were none.

On a Motion by Mr. Fife, seconded by Mr. Beliveau with all in favor, the Board of Supervisors, ratified the Operation and Maintenance Expenditures for July 2025 (\$93,336.52), August (\$6,079.50) and September (\$83,091.25) for the Hammock Oaks Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of Change Orders**

Mr. Earlywine reviewed with the Board of Supervisors the Hughes Brothers Change Order #26, for the Phase 1A Infrastructure Adjusting or replacing valve cans, cable connectors and brass tags in the amount of \$8,882.65.

On a Motion by Mr. Fife, seconded by Mr. Beliveau, with all in favor, the Board of Supervisors, ratified change Order #26 for Hughes Brothers Construction, Inc. for the Hammock Oaks Community Development District.

**SIXTH ORDER OF BUSINESS**

**Ratification of Construction  
Requisitions Series 2023**

Mr. Earlywine reviewed the Series 2023 Construction Requisition with the Hammock Oaks Board of Supervisors.

On a Motion by Mr. Beliveau, seconded by Mr. Fife, with all in favor, the Board of Supervisors, ratified the Series 2023 construction requisitions 123 for \$132.50 with Kutak Rock, LLP, 124 for \$77,363.75 with NV5, Inc, 125 for \$236,873.47 and 126 for \$13,772.13 with Hughes Brothers Construction, Inc. for the Hammock Oaks Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Construction  
Requisitions Series 2025**

Mr. Earlywine reviewed the Series 2025 Construction Requisition with the Hammock Oak Board of Supervisors.

On a Motion by Mr. Fife, seconded by Mr. Beliveau, with all in favor, the Board of Supervisors, ratified the Series 2025 construction requisition 2 for \$2,183,981.44 with SK Hammock Oaks, LLC for the Hammock Oaks Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Rizzetta Addendum for  
Professional District Management  
Services**

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81 Mr. Hayes reviewed the Rizzetta & Company District Management Services Contract  
82 for the Hammock Oaks Community Development District with the Board of Supervisors.  
83

On a Motion by Mr. Beliveau, seconded by Mr. Fife with all in favor, the Board of Supervisors ratified the Rizzetta & Company District Management Services contract for the Hammock Oaks Community Development District.

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85 **NINTH ORDER OF BUSINESS**

**Ratification of Hammock Oaks V.  
Recovered Energy Technologies  
Preliminary Budget Proposal,  
Structural Analysis Proposal &  
Recovered Energy Technologies  
Letter**

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92 Mr. Earlywine explained budget proposals and requested a motion to ratify the  
93 Inspection of streetlight poles and structural analysis for streetlight poles. Mr. Earlywine  
94 also requested a motion to ratify a letter sent to Recovered Energy Technologies by  
95 District Counsel Julie Cox to the Board of Supervisors.  
96

On a Motion by Mr. Fife, seconded by Mr. Beliveau with all in favor, the Board of Supervisors ratified the MKA International, Inc. Preliminary Budget Proposal for inspection of streetlight poles for approximately \$39,600, the MKA International, Inc. Structural Analysis Proposal for streetlight poles for approximately \$5,000, and a letter sent to Recovered Energy Technologies by District Counsel Julie Cox for the Hammock Oaks Community Development District.

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98 **TENTH ORDER OF BUSINESS**

**Ratification of Third Amendment to  
Landscape & Irrigation Service  
Agreement**

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On a Motion by Mr. Fife, seconded by Mr. Beliveau with all in favor, the Board of Supervisors ratified the United Land Services Third Amendment to landscape & Irrigation Service Agreement for \$9,007 per month and \$108,084 annually for the Hammock Oaks Community Development District.

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103 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-01;  
Amended Budget Fiscal year 2024-  
2025**

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107 Mr. Hayes presented the Resolution 2026-01; Amended Budget for Fiscal year  
108 2024-2025 to the Board of Supervisors.  
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On a Motion by Mr. Fife, seconded by Mr. Beliveau, with all in favor, the Board of Supervisors adopted Resolution 2026-01; Amended Budget for Fiscal year 2024-2025 increasing the Developer Contributions from \$156,000 to \$241,160 and increasing Landscape Maintenance from \$156,000 to \$200,000 for the Hammock Oaks Community Development District.

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**TWELFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Earlywine was present but had no report.

**B. District Engineer**

Mr. Walpole was not present and there was no report.

**C. Field Inspection Report**

Mr. Mironchik presented the Field Inspection Report and presented the items that needed to be addressed.

**D. District Manager Report**

Mr. Hayes presented his report. Mr. Hayes reminded the Board of Supervisors that the next regular meeting will be on December 8, 2025 at 1:00 p.m.

Mr. Hayes informed the Board of Supervisors that we received the 3<sup>rd</sup> Quarter Website Compliance report, and the district passed all ADA Website Accessibility and Florida Statue 189.069 requirements.

**THIRTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Fife will provide who and where key fobs will be issued to residents, he will work on getting pool contract and janitorial contract for Amenities Center

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion from Mr. Fife, seconded by Mr. Budorick, the Board with all in favor, the Board of Supervisors adjourned the meeting at 1:32 p.m., for the Hammock Oaks Community Development District.

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

\_\_\_\_\_  
Chairman / Vice-Chairman

## **Tab 2**

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

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District Office · Tampa, Florida · (813) 933-5571

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## **Operation and Maintenance Expenditures October 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2025 through October 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$41,663.71**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Hammock Oaks Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Commerce	20251029-1	93650 ACH	Special District Fee for FY25-26	\$ 175.00
Kutak Rock, LLP	300075	3637560	Legal Services 08/25	\$ 3,135.00
Kutak Rock, LLP	300075	3637591	Legal Services - RET Litigation 08/25	\$ 3,089.00
Kutak Rock, LLP	300073	3641718	Legal Services 09/25	\$ 716.00
Kutak Rock, LLP	300074	3642507	Legal Services - RET Litigation 09/25	\$ 2,066.50
Rizzetta & Company, Inc.	300071	INV0000103615	District Management Fees 10/25	\$ 5,203.58
Rizzetta & Company, Inc.	300070	INV0000103726	Assessment Roll FY25/26	\$ 5,305.00
The Villages Daily Sun	300072	305761658	Account# 90172218 Legal Advertising 09/25	\$ 132.80
United Land Services	300076	173245	Landscape Maintenance 10/25	\$ 21,690.83
United Land Services	300076	173552	Irrigation Repair 09/25	<u>\$ 150.00</u>
<b>Report Total</b>				<b><u>\$ 41,663.71</u></b>

**Florida Commerce, Special District Accountability Program  
Fiscal Year 2025 - 2026 Special District State Fee Invoice and Profile Update**

Required by sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Date Invoiced: 10/01/2025				Invoice No: 93650
Annual Fee: \$175.00	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2025: \$175.00

**STEP 1:** Review the following profile and make any needed changes.

**1. Special District's Name, Registered Agent's Name and Registered Office Address:**

**Hammock Oaks Community Development District**  
Mr. William J. Rizzetta  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614



- 2. Telephone: 813-514-0400 Ext:
- 3. Fax: 813-514-0401
- 4. Email: brizzetta@rizzetta.com
- 5. Status: Independent
- 6. Governing Body: Elected
- 7. Website Address: hammockoakscdd.net
- 8. County(ies): Lake
- 9. Special Purpose(s): Community Development
- 10. Boundary Map on File: 09/17/2022
- 11. Creation Document on File: 09/17/2022
- 12. Date Established: 04/04/2022
- 13. Creation Method: Local Ordinance
- 14. Local Governing Authority: Town of Lady Lake
- 15. Creation Document(s): Town Ordinance 2021-30
- 16. Statutory Authority: Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds: Yes
- 18. Revenue Source(s): Assessments

**STEP 2:** Sign and date to certify accuracy and completeness.

By signing and dating below, I do hereby certify that the profile above (changes noted if necessary) is accurate and complete:

Registered Agent's Signature: William J. Rizzetta Date OCT 17 2025

**STEP 3:** Pay the annual state fee or certify eligibility for zero annual fee.

**a. Pay the Annual Fee:** Pay the annual fee by following the instructions at [www.FloridaJobs.org/SpecialDistrictFee](http://www.FloridaJobs.org/SpecialDistrictFee).

**b. Or, Certify Eligibility for the Zero Fee:** By initialing both of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **BOTH** of the following statements and those on any submissions to the Department are true, correct, complete, and made in good faith. I understand that any information I give may be verified.

- 1. \_\_\_ This special district is not a component unit of a general purpose local government as determined by the special district and its Certified Public Accountant; and,
- 2. \_\_\_ This special district is in compliance with its Fiscal Year 2023 - 2024 Annual Financial Report (AFR) filing requirement with the Florida Department of Financial Services (DFS) and that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a Fiscal Year 2023 - 2024 AFR with DFS and has included an income statement with this document verifying \$3,000 or less in revenues for the current fiscal year.

Department Use Only: Approved: \_\_\_ Denied: \_\_\_ Reason: \_\_\_\_\_

**STEP 4:** Make a copy of this document for your records.

**STEP 5:** Email this document to [SpecialDistricts@Commerce.fl.gov](mailto:SpecialDistricts@Commerce.fl.gov) or mail it to FloridaCommerce, Bureau of Budget Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to 850.717.8430.

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

October 3, 2025

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Hammock Oaks CDD

Rizzetta & Company

Ste. 200

3434 Colwell Avenue

Tampa, FL 33614

Invoice No. 3637560

33323-1

Re: General Counsel

For Professional Legal Services Rendered

08/01/25	J. Earlywine	0.20	64.00	Email manager regarding open items
08/02/25	M. Rigoni	0.10	29.50	Review applicability of worker's compensation statute to supervisors
08/04/25	J. Earlywine	0.30	96.00	Confer with Hayes regarding rulemaking; email regarding same
08/04/25	K. Ibarra	0.20	44.00	Review recorded first amendment to reciprocal easement agreement and executed deficit funding agreement; review e-mail correspondence
08/04/25	A. Ligas	0.20	53.00	Research requisition history of assessment area two improvements
08/05/25	A. Ligas	0.20	53.00	Conference with developer regarding acquisition of improvements
08/06/25	J. Earlywine	0.50	160.00	Conference call regarding rulemaking; follow-up
08/06/25	A. Ligas	0.80	212.00	Conference with district staff regarding amenity rules and rates and notices for rule making; revise the same

**KUTAK ROCK LLP**

Hammock Oaks CDD  
October 3, 2025  
Client Matter No. 33323-1  
Invoice No. 3637560  
Page 2

08/09/25	J. Earlywine	0.30	96.00	Review and revise amendment to landscape agreement; review prior amendments and original agreement; email regarding same
08/11/25	J. Earlywine	0.60	192.00	Prepare for and attend board meeting; follow-up; email regarding audit agreement
08/11/25	A. Ligas	0.10	26.50	Correspond with district staff regarding audit services
08/12/25	A. Ligas	0.20	53.00	Prepare amendment to landscape agreement; send the same for signature; review and revise addendum to audit agreement; send the same for signature
08/12/25	A. Weiland-Sorenson	0.30	48.00	Draft addendum to audit services agreement
08/14/25	A. Ligas	0.10	26.50	Prepare final audit agreement and addendum; correspond with district staff regarding the same
08/14/25	A. Ligas	0.20	53.00	Research release conditions of DSRF; correspond with developer regarding the same
08/15/25	A. Ligas	1.10	291.50	Prepare acquisition of improvements in phase 3, reserve and highlands; correspond with engineer regarding the same
08/18/25	A. Ligas	1.50	397.50	Prepare addenda to construction contract and acquisition of 2025 project improvements; correspond with engineer regarding the same
08/19/25	A. Ligas	0.20	53.00	Research DSRF release conditions and status of the project
08/20/25	J. Earlywine	0.20	64.00	Email regarding ROW agreement
08/20/25	K. Ibarra	0.10	22.00	Review status of execution of interlocal agreement
08/21/25	A. Ligas	1.00	265.00	Prepare addenda to construction contracts for 2025 project and acquisition of improvements
08/22/25	J. Earlywine	0.30	96.00	Email regarding CDD boundaries and lot sale; email regarding ROW agreement with County

**KUTAK ROCK LLP**

Hammock Oaks CDD  
October 3, 2025  
Client Matter No. 33323-1  
Invoice No. 3637560  
Page 3

08/22/25	K. Ibarra	0.20	44.00	Research boundaries of the district; correspondence with developers counsel
08/22/25	A. Ligas	0.40	106.00	Prepare final addenda to construction contracts; correspond with contractor and district staff regarding the same; prepare requisition for the acquisition of roadway improvements
08/25/25	J. Earlywine	0.60	192.00	Review draft agenda; email regarding same; conference call with County Staff regarding ROW agreement; follow-up
08/25/25	A. Ligas	0.30	79.50	Research status of DSRF release conditions; conference with Earlywine and county staff regarding roundabout maintenance agreement
08/26/25	A. Ligas	0.10	26.50	Conference with developer finance team regarding acquisition of improvements
08/29/25	A. Ligas	1.10	291.50	Prepare acquisition of improvements and requisition for the same; correspond with district staff regarding the same

TOTAL HOURS 11.40

TOTAL FOR SERVICES RENDERED \$3,135.00

TOTAL CURRENT AMOUNT DUE \$3,135.00

**RECEIVED**  
10-03-2025

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

October 3, 2025

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Hammock Oaks CDD

Rizzetta & Company

Ste. 200

3434 Colwell Avenue

Tampa, FL 33614

Invoice No. 3637591

33323-9

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Re: RET Litigation Matter

For Professional Legal Services Rendered

08/01/25	J. Cox	0.80	540.00	ReView and analysis of proposed amendments to lighting agreement and related information
08/01/25	B. Davenport	0.10	29.50	Call into meeting regarding strategy for RET dispute
08/02/25	J. Cox	0.40	270.00	Telephone conference regarding strategy for Kolter managed projects with RET lights
08/04/25	J. Cox	0.30	202.50	Email exchanges regarding strategy for addressing RET
08/05/25	J. Cox	0.50	337.50	Research and analysis of potential oral contract between Kolter and RET
08/06/25	J. Cox	0.40	270.00	Read and analyze Florida building code wind speed requirements
08/08/25	B. Davenport	0.10	29.50	Review records for maps; confer with Earlywine and Weiland-Sorenson regarding the same
08/12/25	B. Davenport	0.10	29.50	Confer with Engineer regarding map; review map; confer with Tuomy regarding the same

**KUTAK ROCK LLP**

Hammock Oaks CDD

October 3, 2025

Client Matter No. 33323-9

Invoice No. 3637591

Page 2

08/13/25	B. Davenport	0.10	29.50	Call with Tuomy regarding lighting specs and locations; confer with Earlywine regarding time line for the inspections; confer with Fife regarding lighting information and time line for inspections
08/15/25	J. Cox	0.30	202.50	Emails regarding RET; telephone conference regarding RET letter and HV Solar; email to HV Solar's counsel
08/15/25	B. Davenport	0.20	59.00	Review specifications and other documents concerning lighting; confer with Tuomy regarding the same; prepare for meeting regarding RET dispute; call into meeting regarding the same
08/20/25	B. Davenport	0.20	59.00	Confer with Tuomy regarding documents needed and inspection scheduling; call into meeting regarding Kolter representation; call into meeting with RET stakeholders concerning dispute
08/22/25	B. Davenport	0.10	29.50	Call with Tuomy regarding lighting inspections; call with Earlywine regarding the same; confer with Fife regarding number of lights
08/23/25	J. Earlywine	0.20	64.00	Email regarding inspection proposals for lights
08/26/25	J. Cox	0.50	337.50	Telephone conference with lawyer for Kolter; email exchange regarding RET lights; telephone conference with HV Solar regarding RET lights; read and analyze emails from J. Brayman
08/26/25	B. Davenport	0.30	88.50	Call into meeting with Valantasis
08/27/25	B. Davenport	0.20	59.00	Confer with Weiland-Sorenson regarding findings relative to invoices; review invoices; confer with Cox and Earlywine regarding the same; call into meeting regarding RET strategy

**KUTAK ROCK LLP**

Hammock Oaks CDD  
October 3, 2025  
Client Matter No. 33323-9  
Invoice No. 3637591  
Page 3

08/28/25	B. Davenport	0.30	88.50	Review recent invoices relative to outdoor lighting; confer with Earlywine and Cox regarding the same; call into meeting with HV Solar; call into follow-up meeting
08/29/25	J. Cox	0.40	270.00	Telephone conference with CDD representatives regarding RET lights and status of same
08/29/25	B. Davenport	0.10	29.50	Call into meeting with managers to discuss status of lighting dispute and invoices
08/29/25	J. Earlywine	0.20	64.00	Conference call regarding RET lights
TOTAL HOURS		5.80		
TOTAL FOR SERVICES RENDERED				\$3,089.00
TOTAL CURRENT AMOUNT DUE				<u>\$3,089.00</u>

**RECEIVED**  
10-03-2025

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

October 21, 2025

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Hammock Oaks CDD

Rizzetta & Company

Ste. 200

3434 Colwell Avenue

Tampa, FL 33614

Invoice No. 3641718

33323-1

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Re: General Counsel

For Professional Legal Services Rendered

09/06/25	L. Whelan	0.10	38.50	Review effect of legislative changes on District Rules of Procedure and prepare proposed revisions regarding same
09/15/25	A. Ligas	0.10	26.50	Correspond with county attorney regarding ROW maintenance agreement
09/17/25	J. Earlywine	0.30	96.00	Conference call regarding lighting items
09/17/25	A. Ligas	0.20	53.00	Review proposed changes to ROW maintenance agreement with county; send the same to developer for signature
09/22/25	A. Ligas	0.10	26.50	Prepare ROW maintenance agreement; send county attorney the same
09/29/25	A. Ligas	0.20	53.00	Correspond with county staff regarding ROW maintenance agreement

**KUTAK ROCK LLP**

Hammock Oaks CDD  
October 21, 2025  
Client Matter No. 33323-1  
Invoice No. 3641718  
Page 2

09/30/25	J. Earlywine	1.10	352.00	Conference call regarding Hammock Oaks acquisition of lift station; analyze applicable reciprocal easement; follow-up emails regarding cost split; analyze irrigation meter invoices and property records; email regarding same
09/30/25	K. Ibarra	0.20	44.00	Attend conference call with developer's counsel regarding lift station
09/30/25	A. Ligas	0.10	26.50	Correspond with county attorney regarding ROW maintenance agreement

TOTAL HOURS 2.40

TOTAL FOR SERVICES RENDERED \$716.00

TOTAL CURRENT AMOUNT DUE \$716.00

**RECEIVED**  
10-21-2025

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

October 24, 2025

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Hammock Oaks CDD

Rizzetta & Company

Ste. 200

3434 Colwell Avenue

Tampa, FL 33614

Invoice No. 3642507

33323-9

---

Re: RET Litigation Matter

For Professional Legal Services Rendered

09/02/25	J. Cox	0.20	135.00	Review RET invoices; email same to R. Culhane to prepare summary charts
09/02/25	B. Davenport	0.10	29.50	Call with Tuomy regarding proposal for inspection; review invoices from Manager regarding invoices; confer with Cox regarding invoices
09/03/25	J. Cox	0.20	135.00	Email exchanges regarding RET bonds and RET invoicing
09/03/25	B. Davenport	0.10	29.50	Review proposal from MKA for engineering inspection; confer with Thayer regarding the same
09/09/25	B. Davenport	0.10	29.50	Call into meeting regarding RET status update
09/10/25	J. Cox	0.50	337.50	Telephone conference with counsel for HV; multiple email exchanges with counsel for HV; numerous email exchanges regarding handling RET lights and HV's involvement

**KUTAK ROCK LLP**

Hammock Oaks CDD

October 24, 2025

Client Matter No. 33323-9

Invoice No. 3642507

Page 2

09/11/25	J. Cox	0.20	135.00	Telephone conference regarding status and strategy; draft direction letter to HV; email exchanges regarding same
09/15/25	B. Davenport	0.20	59.00	Review correspondence relative to engineer inspection proposals; confer with Weiland-Sorenson regarding the same; confer with Fife regarding outstanding purchase orders, if any; confer with Cox regarding the same
09/16/25	J. Cox	0.20	135.00	Telephone conference with B. Tuomy and internal team regarding inspections
09/16/25	B. Davenport	0.20	59.00	Call into meeting regarding engineering inspection options; review revised inspection proposals; confer with Weiland-Sorenson regarding the same
09/16/25	J. Earlywine	0.20	64.00	Conference call regarding lighting inspections
09/18/25	J. Cox	0.50	337.50	Review and analysis of engineering reports provided by HV Solar; analysis of engineering recommendations for same
09/19/25	J. Cox	0.20	135.00	Read and respond to emails regarding handling of RET lights
09/19/25	J. Earlywine	0.20	64.00	Email regarding pending invoices
09/22/25	B. Davenport	0.10	29.50	Review proposals for additional structural analysis for MKA and related correspondence; confer with Weiland-Sorenson regarding next steps and instructions for handling
09/23/25	J. Cox	0.30	202.50	Email exchanges regarding negotiations with RET and HV Solar; research ExArch Group (parent of RET) and Archetype Energy (represented by RET as funder)

**KUTAK ROCK LLP**

Hammock Oaks CDD  
October 24, 2025  
Client Matter No. 33323-9  
Invoice No. 3642507  
Page 3

09/23/25	B. Davenport	0.20	59.00	Review executed structural analysis proposals for MKA and correspondence related thereto; confer with Weiland-Sorenson regarding the same; call into meeting regarding status of dispute with HVS/RET
09/23/25	A. Weiland-Sorenson	0.20	32.00	Coordinate execution and distribute MKA International Agreement
09/24/25	B. Davenport	0.20	59.00	Confer with Weiland-Sorenson regarding maintenance requests; confer with Crawford regarding assignments and maintenance

TOTAL HOURS 4.10

TOTAL FOR SERVICES RENDERED \$2,066.50

TOTAL CURRENT AMOUNT DUE \$2,066.50

**RECEIVED**  
10-24-2025

**Rizzetta & Company, Inc.**  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

**Invoice**

Date	Invoice #
10/2/2025	INV0000103615

**Bill To:**

Hammock Oaks CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
October	Upon Receipt	00643

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,697.42	\$1,697.42
Administrative Services	1.00	\$371.33	\$371.33
Dissemination Services	1.00	\$250.00	\$250.00
Financial & Revenue Collections Services	1.00	\$318.25	\$318.25
Landscape Consulting Services	1.00	\$600.00	\$600.00
Management Services	1.00	\$1,856.58	\$1,856.58
Website Compliance & Management	1.00	\$110.00	\$110.00



<b>Subtotal</b>	\$5,203.58
<b>Total</b>	\$5,203.58

**Rizzetta & Company, Inc.**  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

**Invoice**

Date	Invoice #
10/3/2025	INV0000103726

**Bill To:**

Hammock Oaks CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
October	Upon Receipt	00643

Description	Qty	Rate	Amount
Assessment Roll (Annual)	1.00	\$5,305.00	\$5,305.00

**RECEIVED**  
 09-29-2025

<b>Subtotal</b>	\$5,305.00
<b>Total</b>	\$5,305.00

# Advertising Invoice

The Villages Daily Sun

1/1

984 Old Mill Run,  
The Villages, FL 32162

Phone: (352)753-1119

Fax: (352)751-7999

URL: <http://www.thevillagesdailysun.com>

JOHN CURTIS  
HAMMOCK OAKS CDD  
3434 COLWELL AVE #200  
TAMPA, FL 33614

Acct. #: 90172218  
Phone #: (813)933-5571  
Post Date: 09/14/2025  
Due Date: 10/14/2025  
Invoice #: 305761658  
PO #:

Ad #	Text	Start	Stop	Ins.	Amount	Prepaid	Due
01268315	BOARD OF SUPERVISORS	09/14/2025	09/14/2025	1	132.80	0.00	132.80

Please return a copy with payment

**RECEIVED**  
09-14-2025

**Total Due**

**132.80**

# Advertising Invoice

## The Villages Daily Sun

984 Old Mill Run,  
The Villages, FL 32162

Phone: (352)753-1119

Fax: (352)751-7999

URL: <http://www.thevillagesdailysun.com>

JOHN CURTIS  
HAMMOCK OAKS CDD  
3434 COLWELL AVE #200  
TAMPA, FL 33614

Acct #: 90172163  
Phone: (813)933-5571  
Date: 09/8/2025  
Ad #: 01268315  
Salesperson: RB Ad Taker: 13

Class: 0100

Description	Start	Stop	Ins.	Cost/Day	Extras	Amount
BOARD OF SUPERVISORS	09/14/2025	09/14/2025	1	132.80	0.00	132.80

Ad Text:

BOARD OF SUPERVISORS MEETING DATES  
HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025-2026

The Board of Supervisors of the Hammock Oaks Community Development District will hold their regular meetings for Fiscal Year 2025-2026 at Fruitland Park Library, 604 Berckman Street, Fruitland Park, FL 34731, at 1:00 p.m. unless otherwise indicated as follows:

October 6, 2025  
November 10, 2025  
December 8, 2025

Payment Reference:



Total:	132.80
Tax:	0.00
Net:	132.80
Prepaid:	0.00

**Total Due 132.80**

The Villages  
**DAILY SUN**

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

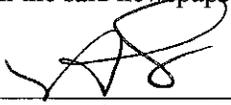
Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **1268315** in the matter of

**NOTICE OF SUPERVISORS MEETING DATES**

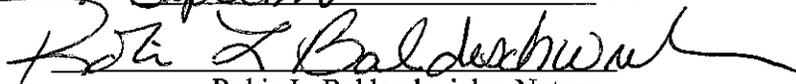
was published in said newspaper in the issues of

**SEPTEMBER 14, 2025**

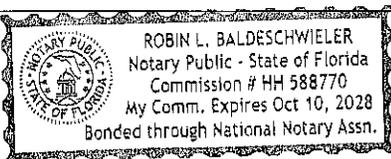
Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake,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

  
\_\_\_\_\_  
(Signature Of Affiant)

Sworn to and subscribed before me this 15  
day of September 2025.

  
Robin L. Baldeschwieler, Notary

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



**BOARD OF SUPERVISORS  
MEETING DATES  
HAMMOCK OAKS  
COMMUNITY DEVELOPMENT  
DISTRICT  
FISCAL YEAR 2025-2026**

The Board of Supervisors of the Hammock Oaks Community Development District will hold their regular meetings for Fiscal Year 2025-2026 at Fruitland Park Library, 604 Berckman Street, Fruitland Park, FL 34731, at 1:00 p.m. unless otherwise indicated as follows:

- October 6, 2025
- November 10, 2025
- December 8, 2025
- January 12, 2026
- February 9, 2026
- March 9, 2026
- April 13, 2026
- May 11, 2026
- June 8, 2026
- July 13, 2026
- August 10, 2026
- September 14, 2026

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from 3434 Colwell Ave, #200, Tampa, Florida 33614 or by calling (813) 933-5571.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 933-5571 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting 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 such appeal is to be based.

Lynn Hayes  
District Manager  
#1268315 September 14, 2025



12276 San Jose Blvd.  
Suite 747  
Jacksonville, FL 32223

Invoice 173245

Date	PO#
10/01/25	
Due Date	Terms
10/31/25	Net 30

BILL TO
Hammock Oaks CDD (OCA)
Rizzetta & Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Address
Hammock Oaks CDD (OCA) Hwy 466 & Cherry Lake Rd. Lady Lake, FL

Item	Amount
Job #148896 - Hammock Oaks CDD Landscape Maintenance October 2025	\$21,690.83

Thank you for your business.

REMIT PAYMENT TO:  
United Land Services  
12276 San Jose Blvd Suite 747  
Jacksonville FL 32223



Subtotal	\$21,690.83
Sales Tax	\$0.00
<b>Total</b>	<b>\$21,690.83</b>
Credits/Payments	(\$0.00)
<b>Balance Due</b>	<b>\$21,690.83</b>



12276 San Jose Blvd.  
Suite 747  
Jacksonville, FL 32223

Invoice 173552

Date	PO#
09/30/25	
Due Date	Terms
10/30/25	Net 30

BILL TO
Hammock Oaks CDD (OCA)
Rizzetta & Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Address
Hammock Oaks CDD (OCA) Hwy 466 & Cherry Lake Rd. Lady Lake, FL

Item	Qty/UOM	Rate	Ext. Price	Amount
Job # 190407 - Hammock Oaks CDD - Repaired broken main line by model + lift station 9/22/2025				\$150.00

Repaired leaking main line at the corner of Turtle Island Rd and Hammock Oaks Blvd.

Thank you for your business.

REMIT PAYMENT TO:  
United Land Services  
12276 San Jose Blvd Suite 747  
Jacksonville FL 32223



Subtotal	\$150.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$150.00</b>
Credits/Payments	(\$0.00)
<b>Balance Due</b>	<b>\$150.00</b>

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

---

District Office · Tampa, Florida · (813) 933-5571

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## **Operation and Maintenance Expenditures November 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2025 through November 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$30,692.93**

Approval of Expenditures:

---

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Hammock Oaks Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Disclosure Technology Services LLC	300078	1521	Disclosure Services Series 2023, 2024 & 2025 10/25	\$ 2,375.00
Doggy Duty, LLC	300079	643-111325 Balance	Dog Waste Station Supplies & Maintenance 11/25	\$ 523.50
Rizzetta & Company, Inc.	300077	INV0000104527	District Management Fees 11/25	\$ 5,203.58
United Land Services	300080	176764	Irrigation Repair 10/25	\$ 175.00
United Land Services	300080	177239	Irrigation Repair 10/25	\$ 325.00
United Land Services	300080	177242	Irrigation Repair 10/25	\$ 175.00
United Land Services	300081	178989	Landscape Maintenance 11/25	\$ 225.00
United Land Services	300081	179044	Landscape Maintenance 11/25	\$ <u>21,690.85</u>
<b>Report Total</b>				<b>\$ <u>30,692.93</u></b>

**DISCLOSURE TECHNOLOGY SERVICES, LLC**

PO Box 812681  
Boca Raton, FL 33481 US  
+1 3059034654  
accounting@dtsmuni.com



**INVOICE**

**BILL TO**  
Rizzetta & Co.  
CDD:  
HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

**INVOICE** 1521  
**DATE** 10/29/2025

**BOND SERIES** .....  
Special Assessment Bonds 2023, 2024(Assessment Area Two) 2025 (Assessment Area Three)

DESCRIPTION	AMOUNT
DTS MUNI – CDA SaaS, 1 Year Subscription, Year 2026 Continuing Disclosures	2,375.00

Wire: City National Bank of Florida  
ABA/Routing- 066004367  
Account #- 30000615862  
Account Name-Disclosure Technology Services LLC

**BALANCE DUE \$2,375.00**

Checks: Disclosure Technology Services, LLC  
PO Box 812681  
Boca Raton, FL 33481





# INVOICE

**INVOICE TO:**

November 13, 2025  
Hammock Oaks CDD  
C/o Rizzetta & Company  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

**SEND PAYMENT TO:**

Doggy Duty, LLC  
3043 Alessa Loop  
Apopka, FL 32703

PRODUCT

TOTAL

**BALANCE DUE PET  
WASTE STATION  
INSTALLATION (4)**

**\$523.50**

**TOTAL: \$1,396**



**Balance Due: \$523.50**

**Rizzetta & Company, Inc.**  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

**Invoice**

Date	Invoice #
11/2/2025	INV0000104527

**Bill To:**

Hammock Oaks CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
November	Upon Receipt	00643

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,697.42	\$1,697.42
Administrative Services	1.00	\$371.33	\$371.33
Dissemination Services	1.00	\$250.00	\$250.00
Financial & Revenue Collections Services	1.00	\$318.25	\$318.25
Landscape Consulting Services	1.00	\$600.00	\$600.00
Management Services	1.00	\$1,856.58	\$1,856.58
Website Compliance & Management	1.00	\$110.00	\$110.00

<b>Subtotal</b>	\$5,203.58
<b>Total</b>	\$5,203.58





12276 San Jose Blvd.  
Suite 747  
Jacksonville, FL 32223

Invoice 176764

Date	PO#
10/23/25	
Due Date	Terms
11/22/25	Net 30

BILL TO
Hammock Oaks CDD (OCA)
Rizzetta & Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Address
Hammock Oaks CDD (OCA) Hwy 466 & Cherry Lake Rd. Lady Lake, FL

Item	Amount
Job # 195362 - Hammock Oaks CDD - Copacabana repaired main line 10/22/2025	

repaired main line and broken zone line on copacabana past amenity center

Irrigation Repair



\$175.00

Thank you for your business.

REMIT PAYMENT TO:  
United Land Services  
12276 San Jose Blvd Suite 747  
Jacksonville FL 32223

Subtotal	\$175.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$175.00</b>
Credits/Payments	(\$0.00)
<b>Balance Due</b>	<b>\$175.00</b>



12276 San Jose Blvd.  
Suite 747  
Jacksonville, FL 32223

Invoice 177239

Date	PO#
10/27/25	
Due Date	Terms
11/26/25	Net 30

BILL TO
Hammock Oaks CDD (OCA)
Rizzetta & Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Address
Hammock Oaks CDD (OCA) Hwy 466 & Cherry Lake Rd. Lady Lake, FL

Item	Amount
------	--------

Job # 195364 - Hammock Oaks CDD - main entrance repairs to drip and broken zone lines  
10/23/2025

repaired broken zone lines and drip lines at main entrance

Irrigation Repair	\$325.00
-------------------	----------

Thank you for your business.

REMIT PAYMENT TO:  
United Land Services  
12276 San Jose Blvd Suite 747  
Jacksonville FL 32223



Subtotal	\$325.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$325.00</b>
Credits/Payments	(\$0.00)
<b>Balance Due</b>	<b>\$325.00</b>



12276 San Jose Blvd.  
Suite 747  
Jacksonville, FL 32223

Invoice 177242

Date	PO#
10/27/25	
Due Date	Terms
11/26/25	Net 30

BILL TO
Hammock Oaks CDD (OCA)
Rizzetta & Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Address
Hammock Oaks CDD (OCA) Hwy 466 & Cherry Lake Rd. Lady Lake, FL

Item	Amount
<b>Job # 195734 - Hammock Oaks CDD - Repaired leaking valve 10/23/2025</b>	

replaced weeping valve on Copacabana

Irrigation Repair \$175.00

Thank you for your business.

REMIT PAYMENT TO:  
United Land Services  
12276 San Jose Blvd Suite 747  
Jacksonville FL 32223



Subtotal	\$175.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$175.00</b>
Credits/Payments	(\$0.00)
<b>Balance Due</b>	<b>\$175.00</b>



12276 San Jose Blvd.  
Suite 747  
Jacksonville, FL 32223

Invoice 178989

Date	PO#
11/05/25	
Due Date	Terms
12/5/25	Net 30

BILL TO
Hammock Oaks CDD (OCA)
Rizzetta & Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Address
Hammock Oaks CDD (OCA) Hwy 466 & Cherry Lake Rd. Lady Lake, FL

Item	Amount
Job # 198406 - Hammock Oaks CDD - Mainline repair crushed valve box 11/4/2025	

this is a charge for repairing the main line on Copacabana from some heavy machinery running over a valve box

this is \$175 for the line repair

\$50 for replacement valve box

Irrigation Repair	\$225.00
-------------------	----------

Thank you for your business.

REMIT PAYMENT TO:  
United Land Services  
12276 San Jose Blvd Suite 747  
Jacksonville FL 32223

Subtotal	\$225.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$225.00</b>
Credits/Payments	(\$0.00)
<b>Balance Due</b>	<b>\$225.00</b>



12276 San Jose Blvd.  
Suite 747  
Jacksonville, FL 32223

Invoice 179044

Date	PO#
11/06/25	
Due Date	Terms
12/6/25	Net 30

BILL TO
Hammock Oaks CDD (OCA)
Rizzetta & Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Address
Hammock Oaks CDD (OCA) Hwy 466 & Cherry Lake Rd. Lady Lake, FL

Item	Amount
Job #148896 - Hammock Oaks CDD Landscape Maintenance November 2025	\$21,690.85

Thank you for your business.

REMIT PAYMENT TO:  
United Land Services  
12276 San Jose Blvd Suite 747  
Jacksonville FL 32223

Subtotal	\$21,690.85
Sales Tax	\$0.00
<b>Total</b>	<b>\$21,690.85</b>
Credits/Payments	(\$0.00)
<b>Balance Due</b>	<b>\$21,690.85</b>

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

---

District Office · Tampa, Florida · (813) 933-5571

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## Operation and Maintenance Expenditures December 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2025 through December 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$44,724.23**

Approval of Expenditures:

---

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Hammock Oaks Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Gregory A Beliveau	300084	GB111025-643	Board of Supervisors Meeting 11/10/25	\$ 200.00
Kutak Rock, LLP	300083	3657867	Legal Services 10/25	\$ 1,164.50
Kutak Rock, LLP	300083	3657872	Legal Services - Litigation 10/25	\$ 3,798.50
Rizzetta & Company, Inc.	300082	INV0000105342	Accounting Services 12/25	\$ 5,803.58
School Now	300085	INV-SN-1168	Website Compliance & Management 12/25- 11/26	\$ 1,537.50
Town of Lady Lake Utility	20251202-1	102925-21995525168	Water Services 09/25 ACH	\$ 126.72
Town of Lady Lake Utility	20251202-1	102925-21995525304	Utility Services 09/25 ACH	\$ 3,913.40
Town of Lady Lake Utility	20251202-1	102925-21995525648	Utility Services 09/25 ACH	\$ 1,422.06
Town of Lady Lake Utility	20251202-1	112525-21995525168	Water Services 10/25 ACH	\$ 97.19
Town of Lady Lake Utility	20251202-1	112525-21995525304	Utility Services 10/25 ACH	\$ 2,056.44
Town of Lady Lake Utility	20251202-1	112525-21995525648	Utility Services 10/25 ACH	\$ 2,086.22

# Hammock Oaks Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Town of Lady Lake Utility	20251217-1	21886725844-112525	Utility Services 11/25	\$ 827.27
		ACH		
United Land Services	300086	182948	Landscape Maintenance 12/25	<u>\$ 21,690.85</u>
<b>Report Total</b>				<b><u>\$ 44,724.23</u></b>

**HAMMOCK OAKS CDD**

**Meeting Date: November 10, 2025**

**SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if Paid
Bill Fife*	<input type="checkbox"/>
Stephanie Vaughn *	<input type="checkbox"/>
Greg Beliveau	<input checked="" type="checkbox"/>
Owen Budorick *	<input type="checkbox"/>
Pete Williams	<input type="checkbox"/>

(\*) Does not get paid

NOTE: Supervisors are only paid if checked present.

**EXTENDED MEETING TIMECARD**

Meeting Start Time:	1:00 pm
Meeting End Time:	1:32 pm
Total Meeting Time:	32 minutes
Time Over <del>0</del> ( 3 ) Hours:	<del>0</del> 0
Total at \$175 per Hour:	\$0.00

**ADDITIONAL OR CONTINUED MEETING TIMECARD**

Meeting Date:	<del>0</del>
Additional or Continued Meeting?	<del>0</del>
Total Meeting Time:	<del>0</del>
Total at \$175 per Hour:	\$0.00
Business Mileage Round Trip	<del>0</del>
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature



**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

November 24, 2025

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Hammock Oaks CDD

Rizzetta & Company

Ste. 200

3434 Colwell Avenue

Tampa, FL 33614

Invoice No. 3657867

33323-1

Re: General Counsel

For Professional Legal Services Rendered

10/01/25	J. Earlywine	0.20	64.00	E-mails regarding cost share for lift station
10/02/25	J. Earlywine	0.20	64.00	Conference call regarding lighting inspection; follow-up
10/03/25	K. Ibarra	0.20	44.00	Review status of interlocal agreements and partial acquisitions
10/06/25	A. Ligas	0.50	132.50	Prepare change order; send the same for signatures; update district records and review board action for ratification of construction items
10/07/25	J. Earlywine	0.20	64.00	E-mail regarding estoppel request
10/08/25	A. Ligas	0.20	53.00	Correspond with developer regarding acquisition of improvements
10/13/25	A. Ligas	0.20	53.00	Prepare change order; correspond with contractor and district staff regarding the same
10/16/25	J. Earlywine	0.30	96.00	Conference call regarding design information and next steps; follow-up email
10/16/25	J. Earlywine	0.20	64.00	E-mail regarding lighting proposal from HV solar

**KUTAK ROCK LLP**

Hammock Oaks CDD  
November 24, 2025  
Client Matter No. 33323-1  
Invoice No. 3657867  
Page 2

10/17/25	A. Ligas	0.20	53.00	Prepare acquisition of phase 3 improvements; correspond with engineer regarding the same
10/20/25	A. Ligas	0.50	132.50	Prepare acquisition of phase 3 improvements; correspond with engineer regarding the same
10/23/25	A. Ligas	0.20	53.00	Correspond with engineer regarding acquisition of improvements; prepare the same
10/28/25	A. Ligas	1.00	265.00	Prepare acquisition of assessment area three improvements; send the same to engineer for signature
10/29/25	A. Ligas	0.10	26.50	Conference with developer's finance staff regarding acquisition

TOTAL HOURS 4.20

TOTAL FOR SERVICES RENDERED \$1,164.50

TOTAL CURRENT AMOUNT DUE \$1,164.50

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

November 24, 2025

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Hammock Oaks CDD  
Rizzetta & Company  
Ste. 200  
3434 Colwell Avenue  
Tampa, FL 33614

Invoice No. 3657872  
33323-9

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Re: RET Litigation Matter

For Professional Legal Services Rendered

10/02/25	J. Cox	0.20	135.00	E-mail exchanges regarding status and strategy for RET lights
10/06/25	J. Cox	1.10	742.50	Review historical invoices; draft letter to RET and HV Solar to determine proper party for maintenance, payment, etc.; telephone conference with Kolter leadership and J. Earlywine regarding status and strategy for handling RET lights going forward
10/06/25	B. Davenport	0.20	59.00	Prepare for meeting to discuss Exarcha group and status of the dispute; call into meeting regarding the same; confer with Crawford regarding assignments
10/07/25	J. Cox	0.50	337.50	E-mail exchanges regarding communications with HVS; telephone conference with J. Earlywine; finalize letters to RET and HVS

**KUTAK ROCK LLP**

Hammock Oaks CDD

November 24, 2025

Client Matter No. 33323-9

Invoice No. 3657872

Page 2

10/07/25	B. Davenport	0.10	29.50	Confer with Cox regarding dispute resolution strategy
10/08/25	J. Cox	1.10	742.50	Read and analyze letter from RET counsel; receive and review assignments from HVS; email exchanges with D. Crawford regarding latest design; analysis of design revisions and related documents
10/08/25	B. Davenport	0.10	29.50	Review correspondence relative to contract assignment and other issues; prepare for meeting with attorneys for HV Solar; call into meeting
10/09/25	J. Cox	0.30	202.50	E-mail exchanges with engineer; review proposal from HV Solar; multiple emails with counsel for HV Solar regarding meeting recap, invoicing and other issues; email to counsel for Kolter regarding outreach from J. Brayman
10/09/25	B. Davenport	0.10	29.50	Review ongoing correspondence regarding engineering inspection, invoices, and other matters related to the lighting dispute
10/09/25	J. Earlywine	0.20	64.00	E-mail regarding lighting items
10/14/25	J. Earlywine	0.30	96.00	Conference call regarding engineering review and related items
10/15/25	J. Cox	0.20	135.00	Multiple email exchanges with HV Solar's counsel; email exchanges with B. Tuomy regarding analysis of lights
10/16/25	J. Cox	0.10	67.50	Telephone conference with B. Tuomy and J. Earlywine; review draft letter to HV Solar's counsel
10/21/25	J. Cox	0.30	202.50	Telephone conference with B. Tuomy, engineer, regarding review of analysis provided by HV Solar's engineer and B. Tuomy's analysis of ability of proposed lights to withstand certain wind speeds

**KUTAK ROCK LLP**

Hammock Oaks CDD  
November 24, 2025  
Client Matter No. 33323-9  
Invoice No. 3657872  
Page 3

10/22/25	J. Cox	0.10	67.50	Telephone conference with HV Solar's counsel; follow up call with J. Earlywine
10/23/25	J. Cox	0.10	67.50	E-mail exchanges with HV Solar's counsel regarding meeting of engineers; email exchanges with B. Tuomy regarding same
10/27/25	J. Cox	0.10	67.50	E-mail exchanges regarding B. Tuomy's review and analysis of RET provided poles
10/28/25	J. Cox	0.10	67.50	Telephone conference with engineer regarding update to status and strategy
10/28/25	B. Davenport	0.10	29.50	Call into meeting regarding new lighting design and negotiations with HVS
10/28/25	J. Earlywine	0.30	96.00	E-mail regarding lighting agreement; conference call regarding same
10/30/25	J. Cox	0.10	67.50	Telephone conference with RET's counsel; email exchanges regarding same; follow up telephone conference with RET's counsel
10/31/25	J. Cox	0.50	337.50	Telephone conference with engineer and interested parties; draft letter to RET and HVS regarding breach and current position
10/31/25	B. Davenport	0.10	29.50	Call into meeting regarding lighting updates and HVS negotiations
10/31/25	J. Earlywine	0.30	96.00	Conference call regarding RET lighting
TOTAL HOURS		6.60		

**KUTAK ROCK LLP**

Hammock Oaks CDD

November 24, 2025

Client Matter No. 33323-9

Invoice No. 3657872

Page 4

TOTAL FOR SERVICES RENDERED \$3,798.50

TOTAL CURRENT AMOUNT DUE \$3,798.50

**Rizzetta & Company, Inc.**  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

**Invoice**

Date	Invoice #
12/2/2025	INV0000105342

**Bill To:**

Hammock Oaks CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
December	Upon Receipt	00643

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,697.42	\$1,697.42
Administrative Services	1.00	\$371.33	\$371.33
Dissemination Services	1.00	\$250.00	\$250.00
Bond Amortization Schedules	1.00	\$600.00	\$600.00
Financial & Revenue Collections Services	1.00	\$318.25	\$318.25
Landscape Consulting Services	1.00	\$600.00	\$600.00
Management Services	1.00	\$1,856.58	\$1,856.58
Website Compliance & Management	1.00	\$110.00	\$110.00
		<b>Subtotal</b>	\$5,803.58
		<b>Total</b>	\$5,803.58



# INVOICE

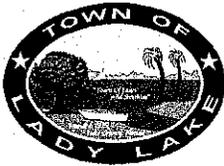
Hammock Oaks CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614  
United States

Invoice #                    INV-SN-1168  
Invoice Date:                12/1/2025  
Due Date:                    12/31/2025  
PO#:

Item	Description	AMOUNT
SchoolNow CDD ADA-PDF		\$937.50
SchoolNow CDD	Community Development District (CDD) governmental unit management company ADA-compliant website	\$600.00
Subscription start: 12/1/2025		Subtotal: \$1,537.50
Subscription end: 11/30/2026		Tax Total:
		Total: \$1,537.50
		Amount Paid: \$0.00
<b>Direct Deposit Instruction:</b>		<b>Amount Due: \$1,537.50</b>

**Check Remittance:**

Innersync Studios Ltd  
P.O. Box 771470  
St. Louis, MO 63177-9816  
United States



# TOWN OF LADY LAKE UTILITY

409 Fennell Boulevard Lady Lake, Florida 32159 - Office Hours 7:30 am - 6:00 pm, Monday - Thursday (Excluding holidays)  
For questions about your statement contact us at: Phone: (352) 751-1525 or email: customer\_service@ladylake.org

<b>CUSTOMER NAME:</b>	HAMMOCK OAKS COMMUNITY
<b>ACCOUNT NUMBER:</b>	219955-25168
<b>SERVICE ADDRESS:</b>	334 HAMMOCK OAKS BLVD
<b>CYCLE:</b>	01-29
<b>BILLING DATE:</b>	10/29/25

SERVICE DETAILS			
SERVICE PERIOD: 9/04/25 to 10/09/25			
SERVICE DAYS: 35 (USAGE HISTORY LISTED IN THE THOUSANDS)			
SERVICE	CURRENT READING	PREVIOUS READING	USAGE
WA	5	5	0

CURRENT CHARGES	
BILLING CHARGE	\$5.17
FACILITIES CHARGE	\$90.79
COMMERCIAL WATER TAX	\$5.76
TURN ON FEE 9/25/25	\$25.00
<b>TOTAL CURRENT CHARGES</b>	<b>\$126.72</b>

NOV 04 2025

ACCOUNT BALANCE SUMMARY	
PREVIOUS BALANCE:	\$0.00
PAYMENTS:	\$0.00
ADJUSTMENTS:	\$0.00
PAST DUE BALANCE:	\$0.00 DUE BY 10/06/25
CURRENT CHARGES:	\$126.72 DUE BY 11/19/25
<b>TOTAL BALANCE DUE:</b>	<b>\$126.72</b>

(See reverse side of statement for payment options)

## Thank you for your prompt payment.

Payments received after 6 pm are posted the next business day. A Late fee of \$10.00 will be assessed if your payment is not received by 6 pm on the due date.

## TOWN NEWS AND NOTES

This is your final notice if you have a past due balance all past due balance over \$10 must be paid by 6pm on Mon. Nov. 3rd to avoid shut-off on Tue. Nov. 4th to make payments online with your debit or credit card go to our website: ladylakefl.gov bank draft is also available.

To make a payment by phone call 1-888-970-1327.

Daylight savings time ends Nov. 2nd.  
Irrigation timers should be changed. Odd addresses water only on Sat. Even addresses water only on Sun. Water only when needed and not between 10am and 4pm.

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. WHEN PAYING IN PERSON, PLEASE BRING BOTH PORTIONS OF THIS BILL.



409 Fennell Boulevard  
Lady Lake Florida 32159

005961



\*\*\*AUTO\*\*MIXED AADC 750 5961 T16:23 5961 1 MB 0.667



HAMMOCK OAKS COMMUNITY  
DEVEL. DISTRICT, ATTN: L HAYES  
3434 COLWELL AVE STE 200  
TAMPA FL 33614-8390

Check and complete form on back of this coupon:

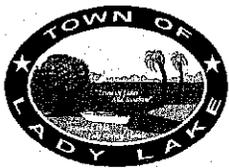
- Changes in billing address  
 Enroll for Auto Bank Draft

PAYMENT COUPON	
ACCOUNT NUMBER:	219955-25168
PAST DUE BALANCE:	\$0.00 DUE BY 10/06/25
CURRENT CHARGES:	\$126.72 DUE BY 11/19/25
TOTAL AMOUNT DUE:	\$126.72
ENTER PAID AMOUNT:	

Please do not send cash through the mail or drop box. We are not responsible for lost cash. Make checks payable to:



TOWN OF LADY LAKE  
409 FENNEL BOULEVARD  
LADY LAKE FL 32159-3158



# TOWN OF LADY LAKE UTILITY

409 Fennell Boulevard Lady Lake, Florida 32159 - Office Hours 7:30 am - 6:00 pm, Monday - Thursday (Excluding holidays)  
 For questions about your statement contact us at: Phone: (352) 751-1525 or email: [customer\\_service@ladylake.org](mailto:customer_service@ladylake.org)

<b>CUSTOMER NAME:</b>	HAMMOCK OAKS COMMUNITY
<b>ACCOUNT NUMBER:</b>	219955-25304
<b>SERVICE ADDRESS:</b>	100 HAMMOCK OAKS BLVD
<b>CYCLE:</b>	01-29
<b>BILLING DATE:</b>	10/29/25

ACCOUNT BALANCE SUMMARY	
<b>PREVIOUS BALANCE:</b>	\$0.00
<b>PAYMENTS:</b>	\$0.00
<b>ADJUSTMENTS:</b>	\$0.00
<b>PAST DUE BALANCE:</b>	\$0.00 <b>DUE BY 10/06/25</b>
<b>CURRENT CHARGES:</b>	\$3,913.40 <b>DUE BY 11/19/25</b>
<b>TOTAL BALANCE DUE:</b>	\$3,913.40

SERVICE DETAILS			
SERVICE PERIOD: 9/04/25 to 10/09/25			
SERVICE DAYS: 35 (USAGE HISTORY LISTED IN THE THOUSANDS)			
SERVICE	CURRENT READING	PREVIOUS READING	USAGE
RW	11092	10079	1013

CURRENT CHARGES	
RECLAIMED WATER	1,013.0 \$3,668.30
COMMERCIAL WATER TAX	\$220.10
TURN ON FEE 9/25/25	\$25.00
<b>TOTAL CURRENT CHARGES</b>	<b>\$3,913.40</b>

NOV 04 2025

*(See reverse side of statement for payment options)*

**Thank you for your prompt payment.**

Payments received after 6 pm are posted the next business day. A Late fee of \$10.00 will be assessed if your payment is not received by 6 pm on the due date.

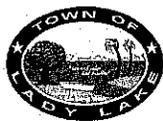
**TOWN NEWS AND NOTES**

This is your final notice if you have a past due balance all past due balance over \$10 must be paid by 6pm on Mon. Nov. 3rd to avoid shut-off on Tue. Nov. 4th to make payments online with your debit or credit card go to our website: [ladylakefl.gov](http://ladylakefl.gov) bank draft is also available.

To make a payment by phone call 1-888-970-1327.

Daylight savings time ends Nov. 2nd.  
 Irrigation timers should be changed. Odd addresses water only on Sat. Even addresses water only on Sun. Water only when needed and not between 10am and 4pm.

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. WHEN PAYING IN PERSON, PLEASE BRING BOTH PORTIONS OF THIS BILL.



409 Fennell Boulevard  
 Lady Lake Florida 32159

Check and complete form on back of this coupon:

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- Enroll for Auto Bank Draft

005962



\*\*\*AUTO\*\*MIXED AADC 750 5982 T18:23 5982 1 MB 0.667



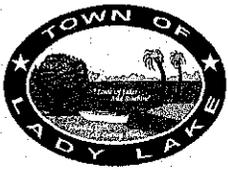
HAMMOCK OAKS COMMUNITY  
 DEVEL. DISTRICT, ATTN: L HAYES  
 3434 COLWELL AVE STE 200  
 TAMPA FL 33614-8390

PAYMENT COUPON	
<b>ACCOUNT NUMBER:</b>	219955-25304
<b>PAST DUE BALANCE:</b>	\$0.00 <b>DUE BY 10/06/25</b>
<b>CURRENT CHARGES:</b>	\$3,913.40 <b>DUE BY 11/19/25</b>
<b>TOTAL AMOUNT DUE:</b>	\$3,913.40
<b>ENTER PAID AMOUNT:</b>	

Please do not send cash through the mail or drop box. We are not responsible for lost cash. Make checks payable to:



TOWN OF LADY LAKE  
 409 FENNEL BOULEVARD  
 LADY LAKE FL 32159-3158



# TOWN OF LADY LAKE UTILITY

409 Fennell Boulevard Lady Lake, Florida 32159 - Office Hours 7:30 am - 6:00 pm, Monday - Thursday (Excluding holidays)  
 For questions about your statement contact us at: Phone: (352) 751-1525 or email: customer\_service@ladylake.org

<b>CUSTOMER NAME:</b>	HAMMOCK OAKS COMMUNITY
<b>ACCOUNT NUMBER:</b>	219955-25648
<b>SERVICE ADDRESS:</b>	344 HAMMOCK OAKS BLVD
<b>CYCLE:</b>	01-29
<b>BILLING DATE:</b>	10/29/25

ACCOUNT BALANCE SUMMARY	
<b>PREVIOUS BALANCE:</b>	\$0.00
<b>PAYMENTS:</b>	\$0.00
<b>ADJUSTMENTS:</b>	\$0.00
<b>PAST DUE BALANCE:</b>	\$0.00 <b>DUE BY 10/06/25</b>
<b>CURRENT CHARGES:</b>	\$1,422.06 <b>DUE BY 11/19/25</b>
<b>TOTAL BALANCE DUE:</b>	\$1,422.06

(See reverse side of statement for payment options)

## Thank you for your prompt payment.

Payments received after 6 pm are posted the next business day. A Late fee of \$10.00 will be assessed if your payment is not received by 6 pm on the due date.

SERVICE DETAILS			
<b>SERVICE PERIOD:</b> 9/04/25 to 10/09/25			
<b>SERVICE DAYS:</b> 35 (USAGE HISTORY LISTED IN THE THOUSANDS)			
SERVICE	CURRENT READING	PREVIOUS READING	USAGE
RW	5746	5351	395

CURRENT CHARGES	
RECLAIMED WATER	395.0 \$1,341.57
COMMERCIAL WATER TAX	\$80.49
<b>TOTAL CURRENT CHARGES</b>	<b>\$1,422.06</b>

*Handwritten:* ARCHIVED NOV 04 2025

### TOWN NEWS AND NOTES

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 To make a payment by phone call 1-888-970-1327.

Daylight savings time ends Nov. 2nd.  
 Irrigation timers should be changed. Odd addresses water only on Sat. Even addresses water only on Sun. Water only when needed and not between 10am and 4pm.

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409 Fennell Boulevard  
 Lady Lake Florida 32159

005964



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HAMMOCK OAKS COMMUNITY  
 DEVEL. DISTRICT, ATTN: L HAYES  
 3434 COLWELL AVE STE 200  
 TAMPA FL 33614-8390

Check and complete form on back of this coupon:

- Changes in billing address
- Enroll for Auto Bank Draft

PAYMENT COUPON	
<b>ACCOUNT NUMBER:</b>	219955-25648
<b>PAST DUE BALANCE:</b>	\$0.00 <b>DUE BY 10/06/25</b>
<b>CURRENT CHARGES:</b>	\$1,422.06 <b>DUE BY 11/19/25</b>
<b>TOTAL AMOUNT DUE:</b>	\$1,422.06
<b>ENTER PAID AMOUNT:</b>	

Please do not send cash through the mail or drop box. We are not responsible for lost cash. Make checks payable to:



TOWN OF LADY LAKE  
 409 FENNEL BOULEVARD  
 LADY LAKE FL 32159-3158



# TOWN OF LADY LAKE UTILITY STATEMENT

409 Fennell Boulevard Lady Lake, Florida 32159 - Office Hours 7:30 am – 6:00 pm, Monday - Thursday (Excluding holidays)  
For questions about your statement contact us at: Phone: (352) 751-1525 or email: customer\_service@ladylake.org

CUSTOMER NAME:	HAMMOCK OAKS COMMUNITY
ACCOUNT NUMBER:	219955-25168
SERVICE ADDRESS:	334 HAMMOCK OAKS BLVD
CYCLE:	01-29
BILLING DATE:	11/25/25

ACCOUNT BALANCE SUMMARY		
PREVIOUS BALANCE:	\$126.72	
PAYMENTS:	\$0.00	
ADJUSTMENTS:	\$10.00	
PAST DUE BALANCE:	<b>\$136.72</b>	<b>DUE BY 12/01/25</b>
CURRENT CHARGES:	\$87.19	DUE BY 12/17/25
TOTAL BALANCE DUE:	\$223.91	<b>\$97.19</b>

### SERVICE DETAILS

SERVICE PERIOD: 10/09/25 to 11/06/25  
SERVICE DAYS: 28 (USAGE HISTORY LISTED IN THE THOUSANDS)

SERVICE	CURRENT READING	PREVIOUS READING	USAGE
WA	5	5	0

### CURRENT CHARGES

BILLING CHARGE	\$4.43
FACILITIES CHARGE	\$77.82
COMMERCIAL WATER TAX	\$4.94
<b>TOTAL CURRENT CHARGES</b>	<b>\$87.19</b>

(See reverse side of statement for payment options)

**THIS IS YOUR FINAL NOTICE. THE PAST DUE BALANCE OF 136.72 IS SUBJECT TO DISCONNECTION ON 12/02/25**

IF THE PAST DUE BALANCE IS NOT RECEIVED BY 6 PM IN THE UTILITIES OFFICE PRIOR TO DISCONNECT DAY, A RECONNECT FEE OF \$40 WILL BE ASSESSED (\$55 AFTER HOURS) EVEN IF SERVICE IS NOT INTERRUPTED.

### TOWN NEWS AND NOTES

This is your final notice if you have a past due balance. All past due balances over \$10 must be paid by 6pm on Mon. Dec. 1st to avoid shut off on Tues. Dec. 2nd. To make payments online with your debit or credit card go to our website: ladylakefl.gov  
Bank draft is also available.  
To make a payment by phone call 1-888-970-1327.

We will be closed on Dec. 24th and Dec. 25th for Christmas. Also, on Jan. 1st for New Years. Be the solution to stormwater pollution. Report stormwater illicit discharge to Public Works at 352-751-1526.

# YOUR ACCOUNT IS PAST DUE

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. WHEN PAYING IN PERSON, PLEASE BRING BOTH PORTIONS OF THIS BILL.



409 Fennell Boulevard  
Lady Lake Florida 32159

Check and complete form on back of this coupon:

Changes in billing address

Enroll for Auto Bank Draft

PAYMENT COUPON		
ACCOUNT NUMBER:	219955-25168	
PAST DUE BALANCE:	<b>\$136.72</b>	<b>DUE BY 12/01/25</b>
CURRENT CHARGES:	\$87.19	DUE BY 12/17/25
TOTAL AMOUNT DUE:	\$223.91	
ENTER PAID AMOUNT:	<b>\$97.19</b>	

Please do not send cash through the mail or drop box. We are not responsible for lost cash. Make checks payable to:

TOWN OF LADY LAKE  
409 FENNELL BOULEVARD  
LADY LAKE, FLORIDA 32159-3158

HAMMOCK OAKS COMMUNITY  
DEVEL. DISTRICT, ATTN: L HAYES  
3434 COLWELL AVE STE 200  
TAMPA FL 33614





# TOWN OF LADY LAKE UTILITY STATEMENT

409 Fennell Boulevard Lady Lake, Florida 32159 - Office Hours 7:30 am – 6:00 pm, Monday - Thursday (Excluding holidays)  
For questions about your statement contact us at: Phone: (352) 751-1525 or email: customer\_service@ladylake.org

CUSTOMER NAME:	HAMMOCK OAKS COMMUNITY
ACCOUNT NUMBER:	219955-25304
SERVICE ADDRESS:	100 HAMMOCK OAKS BLVD
CYCLE:	01-29
BILLING DATE:	11/25/25

ACCOUNT BALANCE SUMMARY		
PREVIOUS BALANCE:	\$3,913.40	
PAYMENTS:	\$0.00	
ADJUSTMENTS:	\$10.00	
PAST DUE BALANCE:	<b>\$3,923.40</b>	<b>DUE BY 12/01/25</b>
CURRENT CHARGES:	\$2,046.44	DUE BY 12/17/25
TOTAL BALANCE DUE:	\$5,969.84	<b>\$2,056.44</b>

### SERVICE DETAILS

SERVICE PERIOD: 10/09/25 to 11/06/25  
SERVICE DAYS: 28 (USAGE HISTORY LISTED IN THE THOUSANDS)

SERVICE	CURRENT READING	PREVIOUS READING	USAGE
RW	11598	11092	506

### CURRENT CHARGES

RECLAIMED WATER	506.0	\$1,930.60
COMMERCIAL WATER TAX		\$115.84
<b>TOTAL CURRENT CHARGES</b>		<b>\$2,046.44</b>

(See reverse side of statement for payment options)

**THIS IS YOUR FINAL NOTICE. THE PAST DUE BALANCE OF 3,923.40 IS SUBJECT TO DISCONNECTION ON 12/02/25**

IF THE PAST DUE BALANCE IS NOT RECEIVED BY 6 PM IN THE UTILITIES OFFICE PRIOR TO DISCONNECT DAY, A RECONNECT FEE OF \$40 WILL BE ASSESSED (\$55 AFTER HOURS) EVEN IF SERVICE IS NOT INTERRUPTED.

### TOWN NEWS AND NOTES

This is your final notice if you have a past due balance. All past due balances over \$10 must be paid by 6pm on Mon. Dec. 1st to avoid shut off on Tues. Dec. 2nd. To make payments online with your debit or credit card go to our website: ladylakefl.gov  
Bank draft is also available.  
To make a payment by phone call 1-888-970-1327.

We will be closed on Dec. 24th and Dec. 25th for Christmas. Also, on Jan. 1st for New Years. Be the solution to stormwater pollution. Report stormwater illicit discharge to Public Works at 352-751-1526.

# YOUR ACCOUNT IS PAST DUE

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409 Fennell Boulevard  
Lady Lake Florida 32159

Check and complete form on back of this coupon:

Changes in billing address

Enroll for Auto Bank Draft

HAMMOCK OAKS COMMUNITY  
DEVEL. DISTRICT, ATTN: L HAYES  
3434 COLWELL AVE STE 200  
TAMPA FL 33614

PAYMENT COUPON		
ACCOUNT NUMBER:	219955-25304	
PAST DUE BALANCE:	<b>\$3,923.40</b>	<b>DUE BY 12/01/25</b>
CURRENT CHARGES:	\$2,046.44	DUE BY 12/17/25
TOTAL AMOUNT DUE:	\$5,969.84	
ENTER PAID AMOUNT:	<b>\$2,056.44</b>	

Please do not send cash through the mail or drop box. We are not responsible for lost cash. Make checks payable to:

TOWN OF LADY LAKE  
409 FENNELL BOULEVARD  
LADY LAKE, FLORIDA 32159-3158





# TOWN OF LADY LAKE UTILITY STATEMENT

409 Fennell Boulevard Lady Lake, Florida 32159 - Office Hours 7:30 am – 6:00 pm, Monday - Thursday (Excluding holidays)  
For questions about your statement contact us at: Phone: (352) 751-1525 or email: customer\_service@ladylake.org

CUSTOMER NAME:	HAMMOCK OAKS COMMUNITY
ACCOUNT NUMBER:	219955-25648
SERVICE ADDRESS:	344 HAMMOCK OAKS BLVD
CYCLE:	01-29
BILLING DATE:	11/25/25

ACCOUNT BALANCE SUMMARY		
PREVIOUS BALANCE:	\$1,422.06	
PAYMENTS:	\$0.00	
ADJUSTMENTS:	\$10.00	
PAST DUE BALANCE:	\$1,432.06	<b>DUE BY 12/01/25</b>
CURRENT CHARGES:	\$2,076.22	<b>DUE BY 12/17/25</b>
TOTAL BALANCE DUE:	\$3,508.28	<b>\$2,086.22</b>

### SERVICE DETAILS

SERVICE PERIOD: 10/09/25 to 11/06/25  
SERVICE DAYS: 28 (USAGE HISTORY LISTED IN THE THOUSANDS)

SERVICE	CURRENT READING	PREVIOUS READING	USAGE
RW	6326	5746	580

### CURRENT CHARGES

RECLAIMED WATER	580.0	\$1,958.70
COMMERCIAL WATER TAX		\$117.52
<b>TOTAL CURRENT CHARGES</b>		<b>\$2,076.22</b>

(See reverse side of statement for payment options)

**THIS IS YOUR FINAL NOTICE. THE PAST DUE BALANCE OF 1,432.06 IS SUBJECT TO DISCONNECTION ON 12/02/25**

IF THE PAST DUE BALANCE IS NOT RECEIVED BY 6 PM IN THE UTILITIES OFFICE PRIOR TO DISCONNECT DAY, A RECONNECT FEE OF \$40 WILL BE ASSESSED (\$55 AFTER HOURS) EVEN IF SERVICE IS NOT INTERRUPTED.

### TOWN NEWS AND NOTES

This is your final notice if you have a past due balance. All past due balances over \$10 must be paid by 6pm on Mon. Dec. 1st to avoid shut off on Tues. Dec. 2nd. To make payments online with your debit or credit card go to our website: ladylakefl.gov  
Bank draft is also available.  
To make a payment by phone call 1-888-970-1327.

We will be closed on Dec. 24th and Dec. 25th for Christmas. Also, on Jan. 1st for New Years. Be the solution to stormwater pollution. Report stormwater illicit discharge to Public Works at 352-751-1526.

# YOUR ACCOUNT IS PAST DUE

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. WHEN PAYING IN PERSON, PLEASE BRING BOTH PORTIONS OF THIS BILL.



409 Fennell Boulevard  
Lady Lake Florida 32159

Check and complete form on back of this coupon:

Changes in billing address

Enroll for Auto Bank Draft

HAMMOCK OAKS COMMUNITY  
DEVEL. DISTRICT, ATTN: L HAYES  
3434 COLWELL AVE STE 200  
TAMPA FL 33614

PAYMENT COUPON		
ACCOUNT NUMBER:	219955-25648	
PAST DUE BALANCE:	\$1,432.06	<b>DUE BY 12/01/25</b>
CURRENT CHARGES:	\$2,076.22	<b>DUE BY 12/17/25</b>
TOTAL AMOUNT DUE:	\$3,508.28	
ENTER PAID AMOUNT:	<b>\$2,086.22</b>	

Please do not send cash through the mail or drop box. We are not responsible for lost cash. Make checks payable to:

TOWN OF LADY LAKE  
409 FENNELL BOULEVARD  
LADY LAKE, FLORIDA 32159-3158





# TOWN OF LADY LAKE UTILITY STATEMENT

409 Fennell Boulevard Lady Lake, Florida 32159 - Office Hours 7:30 am – 6:00 pm, Monday - Thursday (Excluding holidays)  
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CUSTOMER NAME:	SK HAMMOCK OAKS LLC
ACCOUNT NUMBER:	218867-25844
SERVICE ADDRESS:	840 SUNSHOWER DR
CYCLE:	01-30
BILLING DATE:	11/25/25

ACCOUNT BALANCE SUMMARY	
PREVIOUS BALANCE:	\$0.00
PAYMENTS:	\$0.00
ADJUSTMENTS:	\$0.00
PAST DUE BALANCE:	<b>\$0.00</b> DUE BY 12/01/25
CURRENT CHARGES:	\$827.27 DUE BY 12/17/25
TOTAL BALANCE DUE:	\$827.27

(See reverse side of statement for payment options)

## Thank you for your prompt payment.

Payments received after 6 pm are posted the next business day. A Late fee of \$10.00 will be assessed if your payment is not received by 6 pm on the due date.

### SERVICE DETAILS

SERVICE PERIOD: 10/21/25 to 11/06/25  
SERVICE DAYS: 16 (USAGE HISTORY LISTED IN THE THOUSANDS)

SERVICE	CURRENT READING	PREVIOUS READING	USAGE
RW	113	0	113
WA	0	0	0
WA	1	0	1

### CURRENT CHARGES

BILLING CHARGE		\$4.73
FACILITIES CHARGE		\$117.59
VOLUME CHG 0-3000	1.0	\$3.39
BILLING CHARGE		\$2.36
FACILITIES CHARGE		\$170.09
VOLUME CHARGE	1.0	\$4.92
RECLAIMED WATER	113.0	\$487.40
COMMERCIAL WATER TAX		\$36.79
<b>TOTAL CURRENT CHARGES</b>		<b>\$827.27</b>

### TOWN NEWS AND NOTES

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Bank draft is also available.  
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We will be closed on Dec. 24th and Dec. 25th for Christmas. Also, on Jan. 1st for New Years. Be the solution to stormwater pollution. Report stormwater illicit discharge to Public Works at 352-751-1526.

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409 Fennell Boulevard  
Lady Lake Florida 32159

Check and complete form on back of this coupon:

Changes in billing address

Enroll for Auto Bank Draft

SK HAMMOCK OAKS LLC  
105 NE 1ST STREET  
DELRAY BEACH FL 33444

PAYMENT COUPON	
ACCOUNT NUMBER:	218867-25844
PAST DUE BALANCE:	<b>\$0.00</b> DUE BY 12/01/25
CURRENT CHARGES:	\$827.27 DUE BY 12/17/25
TOTAL AMOUNT DUE:	\$827.27
ENTER PAID AMOUNT:	

Please do not send cash through the mail or drop box. We are not responsible for lost cash. Make checks payable to:

TOWN OF LADY LAKE  
409 FENNELL BOULEVARD  
LADY LAKE, FLORIDA 32159-3158





12276 San Jose Blvd.  
Suite 747  
Jacksonville, FL 32223

Invoice 182948

Date	PO#
12/05/25	
Due Date	Terms
1/4/26	Net 30

BILL TO
Hammock Oaks CDD (OCA)
Rizzetta & Company Community Development District (CDD) P.O. Box 32414 Charlotte, NC 28232

Property Address
Hammock Oaks CDD (OCA) Hwy 466 & Cherry Lake Rd. Lady Lake, FL

Item	Amount
Job #148896 - Hammock Oaks CDD Landscape Maintenance December 2025	\$21,690.85

Thank you for your business.

REMIT PAYMENT TO:  
United Land Services  
12276 San Jose Blvd Suite 747  
Jacksonville FL 32223

Subtotal	\$21,690.85
Sales Tax	\$0.00
<b>Total</b>	<b>\$21,690.85</b>
Credits/Payments	(\$0.00)
<b>Balance Due</b>	<b>\$21,690.85</b>

p (904) 829-9255 | f  
www.unitedlandservices.com

ALL materials on this invoice INCLUDE installation using lump-sum pricing.

## **Tab 3**

**CHANGE ORDER NO. 11**

Date of Issuance: October 28, 2025 Effective Date: \_\_\_\_\_

Project: <b>Hammock Oaks</b>	District: <b>Hammock Oaks Community Development District</b>	District's Contract No.:
Contract: <b>Hammock Oaks Project – Phase 1C Infrastructure</b>		Date of Contract: <b>July 10, 2023</b> <b>Assigned to District on August 17, 2023</b>
Contractor: <b>Hughes Brothers Construction Inc.</b>		Architect's/Engineer's Project No.:

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

Description: **adjusting or replacing valve cans, cable connectors, brass tags**

Attachments: **See attached Exhibit A**

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$1,145,425.48**

Increase/Decrease from prior Change Orders:

**(\$156,249.07)**

Contract Price prior to this Change Order:

**\$989,276.41**

Increase/Decrease of this Change Order:

**\$5,228.80**

Contract Price incorporating this Change Order:

**\$994,505.21**

**CHANGE IN CONTRACT TIMES:**

Original Contract Working days Calendar days  
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

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

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
**CAUSSEAU, HEWETT, & WALPOLE, INC.**

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

Title: **Vice President**

Date: **November 05, 2025**

ACCEPTED:  
**HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
*Stephanie R. Vaughn*

Title: **Vice Chairman**

Date: **11/7/2025**

ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION INC.**

By: \_\_\_\_\_  
*[Signature]*

Title: **President**

Date: **10/28/25**

## Hammock Oaks 1C Infrastructure Change Order #11

**PROJECT:** Hammock Oaks 1C Infrastructure  
**DATE:** 10/23/2025  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 4450 NE 83rd Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830



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

**ATTN:** Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>CHANGE ORDER #11</b>				
	<b>MISCELLANEOUS</b>				
NEW	ADJUSTING OR REPLACING VALVE CANS / CABLE CONNECTORS / BRASS TAGS	1.00	LS	\$ 5,228.80	\$ 5,228.80
	<b>SUBTOTAL MISCELLANEOUS</b>				<b>\$ 5,228.80</b>
	<b>TOTAL CHANGE ORDER #11</b>				<b>\$ 5,228.80</b>

**Note:** This CO includes adjusting or replacing valve cans / cable connectors / brass tags.

**APPROVED BY:**

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

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

\_\_\_\_\_  
 Date

**CHANGE ORDER NO. 12**

Date of Issuance: October 28, 2025 Effective Date: \_\_\_\_\_

Project: <b>Hammock Oaks</b>	District: <b>Hammock Oaks Community Development District</b>	District's Contract No.:
Contract: <b>Hammock Oaks Project – Phase 1B Infrastructure</b>		Date of Contract: <b>July 10, 2023</b> <b>Assigned to District on August 17, 2023</b>
Contractor: <b>Hughes Brothers Construction Inc.</b>		Architect's/Engineer's Project No.:

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

Description: **adjusting or replacing valve cans, cable connectors, brass tags**

Attachments: **See attached Exhibit A**

**CHANGE IN CONTRACT PRICE:** \_\_\_\_\_ **CHANGE IN CONTRACT TIMES:** \_\_\_\_\_

Original Contract Price:	Original Contract Times:	Working days	Calendar days
<b>\$3,101,804.50</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		

Increase/Decrease from prior Change Orders:	Increase/Decrease from previously approved Change Orders
<b>(\$711,408.55)</b>	No. _____ to No. _____:
	Substantial completion (days):
	Ready for final payment (days):

Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
<b>\$2,390,395.95</b>	Substantial completion (days or date):
	Ready for final payment (days or date):

Increase/Decrease of this Change Order:	Increase/Decrease of this Change Order:
<b>\$5,578.80</b>	Substantial completion (days or date):
	Ready for final payment (days or date):

Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
<b>\$2,395,974.75</b>	Substantial completion (days or date):
	Ready for final payment (days or date):

RECOMMENDED BY:  
**CAUSSEAU, HEWETT, & WALPOLE, INC.**

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

Title: Vice President

Date: November 05, 2025

ACCEPTED:  
**HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT**

Signed by:  \_\_\_\_\_

By: \_\_\_\_\_  
3838B648FEBF479...

Title: Vice Chairman

Date: 11/7/2025

ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION INC.**

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

Title: President

Date: 10/28/25

### Hammock Oaks 1B Infrastructure Change Order #12

**PROJECT:** Hammock Oaks 1B Infrastructure  
**DATE:** 10/23/2025  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
4450 NE 83rd Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830



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

**ATTN:** Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	<b>CHANGE ORDER #12</b>				
	<b>MISCELLANEOUS</b>				
NEW	ADJUSTING OR REPLACING VALVE CANS / CABLE CONNECTORS / BRASS TAGS	1.00	LS	\$ 5,578.80	\$ 5,578.80
	<b>SUBTOTAL MISCELLANEOUS</b>				\$ 5,578.80
	<b>TOTAL CHANGE ORDER #12</b>				\$ 5,578.80

**Note:** This CO includes adjusting or replacing valve cans / cable connectors / brass tags.

**APPROVED BY:**

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

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

\_\_\_\_\_  
Date

**CHANGE ORDER NO. 13**

Date of Issuance: November 17, 2025 Effective Date: \_\_\_\_\_

Project: <b>Hammock Oaks</b>	District: <b>Hammock Oaks Community Development District</b>	District's Contract No.:
Contract: <b>Hammock Oaks Project – Phase 1B Infrastructure</b>		Date of Contract: <b>July 10, 2023</b> <b>Assigned to District on August 17, 2023</b>
Contractor: <b>Hughes Brothers Construction Inc.</b>		Architect's/Engineer's Project No.:

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

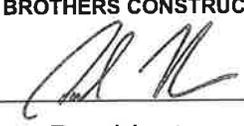
Description: **reuse meters for townhomes**

Attachments: **See attached Exhibit A**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>		
Original Contract Price:	Original Contract Times:	Working days	Calendar days
<b>\$3,101,804.50</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
Increase/Decrease from prior Change Orders:	Increase/Decrease from previously approved Change Orders		
<b>(\$705,829.75)</b>	No. _____ to No. _____:		
	Substantial completion (days):		
	Ready for final payment (days):		
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:		
<b>\$2,395,974.75</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
Increase/Decrease of this Change Order:	Increase/Decrease of this Change Order:		
<b>\$7,889.55</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:		
<b>\$2,403,864.30</b>	Substantial completion (days or date):		
	Ready for final payment (days or date):		

RECOMMENDED BY:  
**CAUSSEAU, HEWETT, & WALPOLE, INC.**  
By:   
Title: Vice President  
Date: 11/24/2025

ACCEPTED:  
**HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT**  
By:   
Title: Vice Chairman  
Date: 11-24-25

ACCEPTED:  
**HUGHES BROTHERS CONSTRUCTION INC.**  
By:   
Title: President  
Date: 11/17/25

## Hammock Oaks 1B Infrastructure Change Order #13

**PROJECT:** Hammock Oaks 1B Infrastructure  
**DATE:** 11/17/2025  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 4450 NE 83rd Road  
 Wildwood, FL 34785  
 P: 352-399-6829  
 F: 352-399-6830



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

**ATTN:** Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	CHANGE ORDER #13				
	RECLAIM				
NEW	2" MACH10 REUSE METER TOLL	3.00	EA	\$ 2,629.85	\$ 7,889.55
	SUBTOTAL MISCELLANEOUS				\$ 7,889.55
	TOTAL CHANGE ORDER #13				\$ 7,889.55

**Note:** This CO includes (3) 2" MACH10 R900I reuse meters for the Townhomes.

**APPROVED BY:**

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

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

\_\_\_\_\_  
 Date

# Tab 4

# HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida · (813) 533-2950  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.hammockoakscdd.org](http://www.hammockoakscdd.org)

**December 18, 2025**

**RIZZETTA & COMPANY, INC.**  
Hammock Oaks CDD, Construction Account  
Corporate Trust Services  
Attn: Janet Ricardo  
10245 Centurion Parkway, Suite 201  
Jacksonville, FL 32256

RE: Construction Account, Series 2025, AA3  
Requisitions for Payment

Dear Janet:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's Construction Account.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA WIRE**

REQUISITION NO.	PAYEE	AMOUNT
CR 3	SK Hammock Oaks, LLC	\$1,671,534.60
CR 4	SK Hammock Oaks, LLC	\$733,202.40

If you have any questions regarding this request, please do not hesitate to call me at (813) 514-0400. Thank you for your prompt attention to this matter.

Sincerely,  
Hammock Oaks Community  
Development District

Lynn Hayes  
District Manager

**HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2025  
(ASSESSMENT AREA THREE)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Hammock Oaks Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the “Trustee”), dated as of May 1, 2023, as supplemented by that certain Third Supplemental Trust Indenture dated as of March 1, 2025 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: CR 3
- (B) Identify Acquisition Agreement, if applicable; ***Acquisition Agreement, dated June 20, 2023***
- (C) Name of Payee: **SK Hammock Oaks, LLC**
- (D) Amount Payable: **\$1,671,534.60**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Acquisition of partial progress for the following improvements:**

Acquisition of partial progress for Highlands Phase 1 & 2 Clearing (Pay App #5 and 7)	\$110,391.59
Acquisition of partial progress for Phase 3 Mass Grading (Pay App #3-4)	\$1,509,054.04
Acquisition of partial progress for Reserve Phase 3 Clearing (Pay App #3-4)	\$52,088.97
<b>Total:</b>	<b>\$1,671,534.60</b>

- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

***Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund***

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2025 Project; and

4. each disbursement represents a Cost of 2025 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

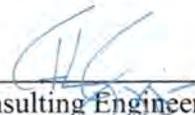
HAMMOCK OAKS COMMUNITY  
DEVELOPMENT DISTRICT

By:   
Responsible Officer

Date: 11/7/25

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2025 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2025 Project with respect to which such disbursement is being made; and, further certifies that (B) the purchase price to be paid by the District for the 2025 Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2025 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2025 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2025 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.

 November 4, 2025  
Consulting Engineer

**KOLTER**

105 NE 1<sup>st</sup> Street  
Delray Beach, FL 33444

T (561) 682-9500  
KOLTER.com

**CIBC BANK USA  
70 W. MADISON  
CHICAGO, IL 60602  
(312)564-2000**

**ABA #071006486**

**FOR CREDIT TO:  
SK HAMMOCK OAKS LLC**

**ACCOUNT #2550008**

**SWIFT CODE: PVTBUS44**

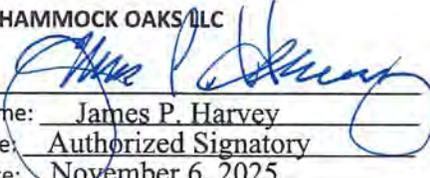
**ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT**

**[HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – HIGHLANDS CLEARING PH. 1 & 2 PROJECT]**

Payment Applications #5 and 7 ("Pay Application")	Total Pay Application Amount: \$110,391.59	CDD Eligible Amount: \$110,391.59
Developer: SK Hammock Oaks LLC ("Developer")	Contractor: Hughes Brothers Construction Inc. ("Contractor")	
Site CDD Work Contract: <i>Contractor Agreement</i> , dated January 13, 2025 ("Contract")	Engineer's Report: <i>Engineer's Report</i> , dated April 19, 2022, as supplemented from time to time (together, "Engineer's Report")	

**DEVELOPER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated June 20, 2023.

SK HAMMOCK OAKS LLC

  
Name: James P. Harvey

Title: Authorized Signatory

Date: November 6, 2025

**DISTRICT ENGINEER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

CAUSSEAU, HEWETT & WALPOLE, INC.

  
Name: Anthony V. Cagliano, Jr., PE

Title: Sr. Vice President Infrastructure Florida

Date: November 4, 2025

**Exhibit A:** Payment Application, with District Items Identified

**Exhibit B:** Contractor Partial Release for Payment Application

**BILL OF SALE FOR PARTIAL PROGRESS PAYMENT**

**[HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT – HIGHLANDS CLEARING PH. 1 & 2 PROJECT]**

Payment Applications #5 and 7  
("Pay Application")

Total Pay Application Amount:  
\$110,391.59

CDD Eligible Amount:  
\$110,391.59

Contractor: Hughes Brothers Construction Inc.  
("Contractor")

Site Work Contract: *Contractor Agreement*,  
dated January 13, 2025 ("Contract")

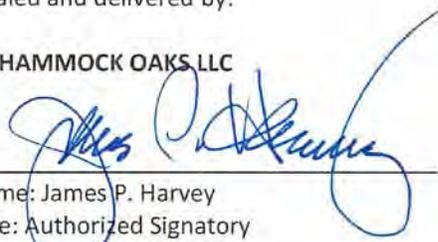
THIS BILL OF SALE is made to be effective as of the 6th day of November, 2025, by and between **SK Hammock Oaks LLC**, a Delaware limited liability company ("**Grantor**"), whose address is c/o: 105 NE 1<sup>st</sup> Street, Delray Beach, FL 33444 and **Hammock Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o: 3434 Colwell Ave, Suite 200, Tampa, FL 33614.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**WHEREFORE**, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

**SK HAMMOCK OAKS LLC**

  
Name: James P. Harvey  
Title: Authorized Signatory  
Date: November 6, 2025

**Exhibit A:** Pay Application, with District Items Identified

# KOLTER

## Check Request

SK Hammock Oaks

Vendor Name **Hughes Brothers Construction, Inc.**  
Vendor Code **HUBRCO**  
Invoice # **3537/APP5**  
Invoice Date **7/31/2025**  
APPLY TO PO # **3537**  
Special Handling Instructions

Additional Information

Division	PO #	Job Cost Code	Amount This Period	Retainage	Amount Due
4285			\$ 109,652.20	\$ 5,482.61	\$ 104,169.59
		Total This Draw	\$ 109,652.20	\$ 5,482.61	\$ 104,169.59

PAY THIS  
AMOUNT

Prepared by: Gabriella Chappa

Date: 08/22/25

Approved by: Stephanie Vaughn

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	67,876.50	3,393.83	3,393.83	64,482.68
<b>App #2</b>	65,251.20	3,262.56	3,262.56	61,988.64
<b>App #3</b>	598,909.30	29,945.47	29,945.47	568,963.84
<b>App #4</b>	190,397.30	9,519.87	9,519.87	180,877.44
<b>App #5</b>	109,652.20	5,482.61	5,482.61	104,169.59
	<b>1,032,086.50</b>	<b>51,604.33</b>	<b>51,604.33</b>	<b>980,482.18</b>

August 4, 2025

Stephanie Vaughn  
Brookfield Kolter Land Partners, LLC  
13252 SW 6<sup>th</sup> Avenue  
Newberry, FL 32669

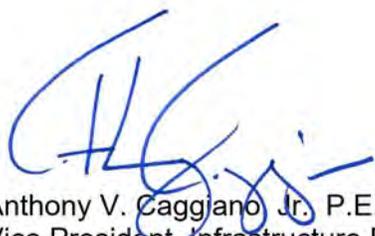
Re: The Highlands – Phase 1 and 2 Clearing  
Pay Request No. 5

Dear Ms. Vaughn:

We have reviewed pay request application No. 5; dated July 25, 2025; for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$104,169.59** (**\$109,652.20 – 5% Retainage**).

We hope that this letter meets your request for review of pay application No 5. Should you have any questions or need additional information, please feel free to call.

Sincerely,  
**NV5, Inc.**



Anthony V. Caggiano Jr. P.E.  
Vice President, Infrastructure Florida

N:\2023\23-0267\Departments\05\_Construction\Pay Applications\Clearing\Pay App #5\Pay Request Review Letter.docx

# APPLICATION AND CERTIFICATE FOR PAYMENT

**TO OWNER:**  
 SK Hammock Oaks LLC  
 14025 Riveredge Drive, Suite 175  
 Tampa, FL 33637  
 Attn: Stephanie Vaughn

**PROJECT:**  
 Highlands @ Hammock Phase 1 & 2 Clearing  
 2024-276-1  
PO #3537

**APPLICATION NO.:** 5  
**APPLICATION DATE:** 7/25/2025  
**PAY PERIOD:** 7/1/25 - 7/31/25  
**CONTRACT DATE:** 1/13/2025

**DISTRIBUTION TO:**  
 OWNER  
 ENGINEER  
 CONTRACTOR

**FROM CONTRACTOR:**  
 Hughes Brothers Construction, Inc.  
 948 Walker Rd  
 Wildwood, Florida 34785  
 352-399-6829

**VIA ENGINEER:**  
 NV5  
 11801 Research Drive  
 Alachua, FL 32615  
 352-331-1976

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract  
 Continuation sheets, as applicable, are attached

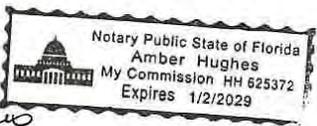
<b>1. ORIGINAL CONTRACT SUM</b>	.....	<b>\$ 1,003,736.50</b>
<b>2. Net change by Change Orders (2 Total to Date)</b>	.....	<b>\$ 92,250.00</b>
<b>3. Contract Sum To Date</b> (line 1+2)	.....	<b>\$ 1,095,986.50</b>
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> (Column G on individual sheets)	.....	<b>\$ 1,032,086.50</b>
<b>5. RETAINAGE:</b>		
a. <u>5%</u> of completed work	.....	<b>\$ 51,604.33</b>
b. Retainage released to date	.....	<b>\$ -</b>
c. Net retainage held to date	.....	<b>\$ 51,604.33</b>
<b>6. TOTAL EARNED LESS RETAINAGE</b> ( Line 4 less Line 5 Total )	.....	<b>\$ 980,482.18</b>
<b>7. LESS PREVIOUS PAYMENTS</b> (Line 6 from prior Application )	.....	<b>\$ 876,312.59</b>
<b>8. CURRENT PAYMENT DUE</b>	.....	<b>\$ 104,169.59</b>
<b>9. BALANCE TO FINISH, INCL. RETAINAGE</b> (Line 3 less Line 6 )	.....	<b>\$ 115,504.33</b>

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	\$ 92,250.00	\$ -
Total approved this month	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 92,250.00</b>	<b>\$ -</b>
<b>NET CHANGES by Change Order</b>	<b>\$ 92,250.00</b>	<b>\$ -</b>

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 By: *[Signature]* Date: 7/25/25  
 Project Manager

State of: FLORIDA  
 County of: SUMTER  
 Subscribed and sworn to before me  
 this 25 day of JULY, 2025



Notary Public *[Signature]*  
 My Commission expires: 1/2/2029

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

**AMOUNT CERTIFIED \$104,169.59** Date: 7/28/2025  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)  
**Engineer:** *[Signature]* Date: 07/28/2025  
 By: *[Signature]*

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
<b>GENERAL CONDITIONS</b>												
1000	Mobilization	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.86	\$ 4,300.00	0.1	\$ 700.00	1	\$ 5,000.00	100.00%
1010	Survey & Layout	1.00	LS	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00	0.0	\$ -	1	\$ 18,000.00	100.00%
1040	Silt Fence	14,330.00	LF	\$ 2.05	\$ 29,376.50	14330	\$ 29,376.50	0.0	\$ -	14330	\$ 29,376.50	100.00%
1050	Construction Entrance	1.00	LS	\$ 4,985.00	\$ 4,985.00	1	\$ 4,985.00	0.0	\$ -	1	\$ 4,985.00	100.00%
1060	Tree Protection	1.00	LS	\$ 38,500.00	\$ 38,500.00	1	\$ 38,500.00	0.0	\$ -	1	\$ 38,500.00	100.00%
1070	<b>TOTAL GENERAL CONDITIONS</b>				<b>\$ 95,861.50</b>		<b>\$ 95,161.50</b>		<b>\$ 700.00</b>		<b>\$ 95,861.50</b>	
<b>EARTHWORK</b>												
1080	Clearing & Grubbing	92.00	AC	\$ 6,660.00	\$ 612,720.00	77.53	\$ 516,349.80	14.47	\$ 96,370.20	92	\$ 612,720.00	100.00%
1090	Demolition	1.00	LS	\$ 251,640.00	\$ 251,640.00	0.95	\$ 239,058.00	0.05	\$ 12,582.00	1	\$ 251,640.00	100.00%
1095	Grid Dig Site	1.00	LS	\$ 43,515.00	\$ 43,515.00	1	\$ 43,515.00	0	\$ -	1	\$ 43,515.00	100.00%
1160	<b>TOTAL EARTHWORK</b>				<b>\$ 907,875.00</b>		<b>\$ 798,922.80</b>		<b>\$ 108,952.20</b>		<b>\$ 907,875.00</b>	
<b>TOTAL HIGHLANDS PHASE 1 &amp; 2 CLEARING</b>					<b>\$ 1,003,736.50</b>		<b>\$ 894,084.30</b>		<b>\$ 109,652.20</b>		<b>\$ 1,003,736.50</b>	
<b>CHANGE ORDERS</b>												
<b>CHANGE ORDER #1</b>												
<b>GENERAL CONDITIONS</b>												
New	Asbestos Inspection & Abatement	1.00	LS	\$ 25,470.00	\$ 25,470.00	1	\$ 25,470.00	0	\$ -	1	\$ 25,470.00	100.00%
<b>TOTAL CHANGE ORDER #1</b>					<b>\$ 25,470.00</b>		<b>\$ 25,470.00</b>		<b>\$ -</b>		<b>\$ 25,470.00</b>	
<b>CHANGE ORDER #2</b>												
<b>GENERAL CONDITIONS</b>												
New	10" Well #1 Abandonment	1.00	LS	\$ 23,400.00	\$ 23,400.00	0	\$ -	0	\$ -	0	\$ -	0.00%
New	12" Well #2 Abandonment	1.00	LS	\$ 32,940.00	\$ 32,940.00	0	\$ -	0	\$ -	0	\$ -	0.00%
New	4" Well #3 Abandonment	1.00	LS	\$ 2,520.00	\$ 2,520.00	0	\$ -	0	\$ -	0	\$ -	0.00%
New	4" Well #4 Abandonment	1.00	LS	\$ 2,520.00	\$ 2,520.00	0	\$ -	0	\$ -	0	\$ -	0.00%
New	4" Well #5 Abandonment	1.00	LS	\$ 2,520.00	\$ 2,520.00	0	\$ -	0	\$ -	0	\$ -	0.00%
New	Building #1 Septic Tank Abandonment	1.00	LS	\$ 720.00	\$ 720.00	1	\$ 720.00	0	\$ -	1	\$ 720.00	100.00%
New	Building #2 Septic Tank Abandonment	1.00	LS	\$ 720.00	\$ 720.00	1	\$ 720.00	0	\$ -	1	\$ 720.00	100.00%
New	Building #6 Septic Tank Abandonment	1.00	LS	\$ 720.00	\$ 720.00	1	\$ 720.00	0	\$ -	1	\$ 720.00	100.00%
New	Building #7 Septic Tank Abandonment	1.00	LS	\$ 720.00	\$ 720.00	1	\$ 720.00	0	\$ -	1	\$ 720.00	100.00%
<b>TOTAL CHANGE ORDER #2</b>					<b>\$ 66,780.00</b>		<b>\$ 2,880.00</b>		<b>\$ -</b>		<b>\$ 2,880.00</b>	
<b>TOTAL CHANGE ORDERS</b>					<b>\$ 92,250.00</b>		<b>\$ 28,350.00</b>		<b>\$ -</b>		<b>\$ 28,350.00</b>	
<b>GRAND TOTAL HIGHLANDS PHASE 1 &amp; 2 CLEARING</b>					<b>\$ 1,095,986.50</b>		<b>\$ 922,434.30</b>		<b>\$ 109,652.20</b>		<b>\$ 1,032,086.50</b>	

HUGHES BROTHERS CONSTRUCTION, INC.  
948 Walker Road  
Wildwood, FL 34785

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 104,169.59,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through July 31<sup>st</sup>, 2025,

to SK Hammock Oaks LLC,

on the job of Highlands @ Hammock Phase 1 & 2 Clearing,

to the following property:

Highlands @ Hammock Oaks Phase 1 & 2 Clearing A Parcel of Land Situated in Section 29 Twp 18S Rg  
24E (See Attached Legal) Lady Lake (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

Dated on: July 25, 2025.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: 

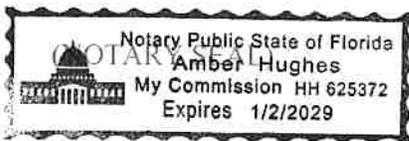
Name: Chad Hughes

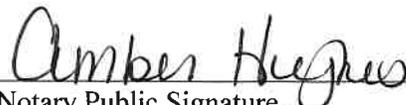
Title: President

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25 day of  
July 2025 by Chad Hughes, president of  
HBC, Inc, on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.



  
Notary Public Signature

Amber Hughes  
(Name typed, printed or stamped)  
My Commission Expires: 1/2/2029

# KOLTER

## Check Request

SK Hammock Oaks

Vendor Name **Hughes Brothers Construction, Inc.**  
Vendor Code **HUBRCO**  
Invoice # **3537/APP7**  
Invoice Date **8/31/2025**  
APPLY TO PO # **3537**  
Special Handling Instructions  
Additional Information

Division	PO #	Job Cost Code	Amount This Period	Retainage	Amount Due
4285			\$ 6,549.48	\$ 327.48	\$ 6,222.00
Total This Draw			<u>\$ 6,549.48</u>	<u>\$ 327.48</u>	<u>\$ 6,222.00</u>

Prepared by: Gabriella Chappa

Date: 09/17/25

↑  
PAY THIS  
AMOUNT

Approved by: Stephanie Vaughn

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	67,876.50	3,393.83	3,393.83	64,482.68
<b>App #2</b>	65,251.20	3,262.56	3,262.56	61,988.64
<b>App #3</b>	598,909.30	29,945.47	29,945.47	568,963.84
<b>App #4</b>	190,397.30	9,519.87	9,519.87	180,877.44
<b>App #5</b>	109,652.20	5,482.61	5,482.61	104,169.59
<b>App #6</b>	-	(25,802.15)	(25,802.15)	25,802.15
<b>App #7</b>	6,549.48	327.48	327.48	6,222.00
	<b>1,038,635.98</b>	<b>26,129.66</b>	<b>26,129.66</b>	<b>1,012,506.32</b>

**APPLICATION AND CERTIFICATE FOR PAYMENT**

<b>TO OWNER:</b> SK Hammock Oaks LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637 Attn: Stephanie Vaughn	<b>PROJECT:</b> Highlands @ Hammock Phase 1 & 2 Clearing 2024-276-1 PO #3637	<b>APPLICATION NO.:</b> 7 <b>APPLICATION DATE:</b> 8/25/2025  <b>PAY PERIOD:</b> 8/1/25 - 8/31/25  <b>CONTRACT DATE:</b> 1/13/2025	<b>DISTRIBUTION TO:</b> <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> CONTRACTOR
--	---	---	---

<b>FROM CONTRACTOR:</b> Hughes Brothers Construction, Inc. 948 Walker Rd. Wildwood, Florida 34785 352-399-6829	<b>VIA ENGINEER:</b> NV5 11801 Research Drive Alachua, FL 32815 352-331-1978
--	--

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the contract.  
 Continuation sheets, as applicable, are attached.

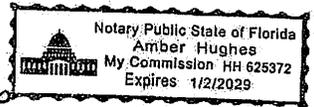
1. ORIGINAL CONTRACT SUM	.....	<b>\$ 1,003,736.50</b>
2. Net change by Change Orders (2 Total to Date)	.....	<b>\$ 92,250.00</b>
3. Contract Sum To Date (Line 1+2)	.....	<b>\$ 1,095,986.50</b>
4. TOTAL COMPLETED AND STORED TO DATE (Column C on individual sheets)	.....	<b>\$ 1,038,635.98</b>
<b>5. RETAINAGE:</b>		
a. 5% of completed work	.....	<b>\$ 51,931.80</b>
b. Retainage released to date	.....	<b>\$ 25,802.16</b>
c. Net retainage held to date	.....	<b>\$ 26,129.64</b>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	.....	<b>\$ 1,012,506.34</b>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	.....	<b>\$ 1,006,284.34</b>
8. CURRENT PAYMENT DUE	.....	<b>\$ 6,222.00</b>
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	.....	<b>\$ 83,480.16</b>

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	\$ 92,250.00	\$ -
Total approved this month	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 92,250.00</b>	<b>\$ -</b>
<b>NET CHANGES by Change Order</b>	<b>\$ 92,250.00</b>	<b>\$ -</b>

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 By: [Signature] Date: 8/25/25  
 Project Manager

State of: FLORIDA  
 County of: SUMTER  
 Subscribed and sworn to before me  
 this 25 day of AUGUST, 2025



Notary Public: Amber Hughes  
 My Commission expires: 1/2/2029

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

**AMOUNT CERTIFIED** 6,222.00 Date: 8/27/2025  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer: [Signature]  
 By: [Signature] Date: September 09, 2025

Project: Highlands Phase 1 2 Clearing  
Date: 8/25/25

**SCHEDULE OF VALUES**

PAY REQUEST # 7

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
<b>GENERAL CONDITIONS</b>												
1000	Mobilization	1.00	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	0	\$ -	1	\$ 5,000.00	100.00%
1010	Survey & Layout	1.00	LS	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00	0	\$ -	1	\$ 18,000.00	100.00%
1040	Silt Fence	14,330.00	LF	\$ 2.05	\$ 29,376.50	14330	\$ 29,376.50	0	\$ -	14330	\$ 29,376.50	100.00%
1050	Construction Entrance	1.00	LS	\$ 4,985.00	\$ 4,985.00	1	\$ 4,985.00	0	\$ -	1	\$ 4,985.00	100.00%
1060	Tree Protection	1.00	LS	\$ 38,500.00	\$ 38,500.00	1	\$ 38,500.00	0	\$ -	1	\$ 38,500.00	100.00%
1070	<b>TOTAL GENERAL CONDITIONS</b>				<b>\$ 95,861.50</b>		<b>\$ 95,861.50</b>		<b>\$ -</b>		<b>\$ 95,861.50</b>	
<b>EARTHWORK</b>												
1080	Clearing & Grubbing	92.00	AC	\$ 6,660.00	\$ 612,720.00	92	\$ 612,720.00	0	\$ -	92	\$ 612,720.00	100.00%
1090	Demolition	1.00	LS	\$ 251,640.00	\$ 251,640.00	1	\$ 251,640.00	0	\$ -	1	\$ 251,640.00	100.00%
1095	Grid Dig Site	1.00	LS	\$ 43,515.00	\$ 43,515.00	1	\$ 43,515.00	0	\$ -	1	\$ 43,515.00	100.00%
1160	<b>TOTAL EARTHWORK</b>				<b>\$ 907,875.00</b>		<b>\$ 907,875.00</b>		<b>\$ -</b>		<b>\$ 907,875.00</b>	
	<b>TOTAL HIGHLANDS PHASE 1 &amp; 2 CLEARING</b>				<b>\$ 1,003,736.50</b>		<b>\$ 1,003,736.50</b>		<b>\$ -</b>		<b>\$ 1,003,736.50</b>	
<b>CHANGE ORDERS</b>												
<b>CHANGE ORDER #1</b>												
<b>GENERAL CONDITIONS</b>												
New	Asbestos Inspection & Abatement	1.00	LS	\$ 25,470.00	\$ 25,470.00	1	\$ 25,470.00	0	\$ -	1	\$ 25,470.00	100.00%
	<b>TOTAL CHANGE ORDER #1</b>				<b>\$ 25,470.00</b>		<b>\$ 25,470.00</b>		<b>\$ -</b>		<b>\$ 25,470.00</b>	
<b>CHANGE ORDER #2</b>												
<b>GENERAL CONDITIONS</b>												
New	10" Well #1 Abandonment	1.00	LS	\$ 23,400.00	\$ 23,400.00	0	\$ -	0.08	\$ 1,872.00	0.08	\$ 1,872.00	8.00%
New	12" Well #2 Abandonment	1.00	LS	\$ 32,940.00	\$ 32,940.00	0	\$ -	0.14	\$ 4,677.48	0.14	\$ 4,677.48	14.20%
New	4" Well #3 Abandonment	1.00	LS	\$ 2,520.00	\$ 2,520.00	0	\$ -	0	\$ -	0	\$ -	0.00%
New	4" Well #4 Abandonment	1.00	LS	\$ 2,520.00	\$ 2,520.00	0	\$ -	0	\$ -	0	\$ -	0.00%
New	4" Well #5 Abandonment	1.00	LS	\$ 2,520.00	\$ 2,520.00	0	\$ -	0	\$ -	0	\$ -	0.00%
New	Building #1 Septic Tank Abandonment	1.00	LS	\$ 720.00	\$ 720.00	1	\$ 720.00	0	\$ -	1	\$ 720.00	100.00%
New	Building #2 Septic Tank Abandonment	1.00	LS	\$ 720.00	\$ 720.00	1	\$ 720.00	0	\$ -	1	\$ 720.00	100.00%
New	Building #6 Septic Tank Abandonment	1.00	LS	\$ 720.00	\$ 720.00	1	\$ 720.00	0	\$ -	1	\$ 720.00	100.00%
New	Building #7 Septic Tank Abandonment	1.00	LS	\$ 720.00	\$ 720.00	1	\$ 720.00	0	\$ -	1	\$ 720.00	100.00%
	<b>TOTAL CHANGE ORDER #2</b>				<b>\$ 66,780.00</b>		<b>\$ 2,880.00</b>		<b>\$ 6,549.48</b>		<b>\$ 9,429.48</b>	
	<b>TOTAL CHANGE ORDERS</b>				<b>\$ 92,250.00</b>		<b>\$ 28,350.00</b>		<b>\$ 6,549.48</b>		<b>\$ 34,899.48</b>	
	<b>GRAND TOTAL HIGHLANDS PHASE 1 &amp; 2 CLEARING</b>				<b>\$ 1,095,986.50</b>		<b>\$ 1,032,086.50</b>		<b>\$ 6,549.48</b>		<b>\$ 1,038,635.98</b>	

HUGHES BROTHERS CONSTRUCTION, INC.  
948 Walker Road  
Wildwood, FL 34785

September 2, 2025

Stephanie Vaughn  
Brookfield Kolter Land Partners, LLC  
13252 SW 6<sup>th</sup> Avenue  
Newberry, FL 32669

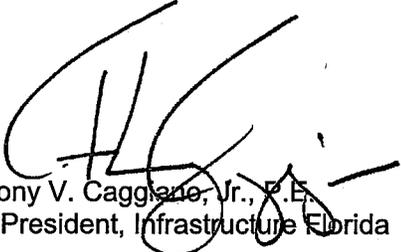
Re: The Highlands – Phase 1 and 2 Clearing  
Pay Request No. 7

Dear Ms. Vaughn:

We have reviewed pay request application No. 7; dated August 25, 2025; for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$6,222.00** **(\$6,549.48 – 5% Retainage)**.

We hope that this letter meets your request for review of pay application No 7. Should you have any questions or need additional information, please feel free to call.

Sincerely,  
**NV5, Inc.**



Anthony V. Caggiano, Jr., P.E.  
Vice President, Infrastructure Florida

N:\2023\23-0267\Departments\05\_Construction\Pay Applications\Clearing\Pay Request Review Letter.docx

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 6,222.00,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through August 31<sup>st</sup>, 2025,  
to SK Hammock Oaks LLC,  
on the job of Highlands @ Hammock Phase 1 & 2 Clearing.

to the following property:

Highlands @ Hammock Oaks Phase 1 & 2 Clearing A Parcel of Land Situated in Section 29 Twp 18S Rg 24E (See Attached Legal) Lady Lake (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

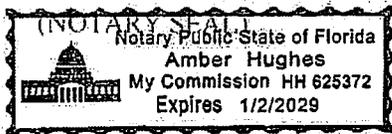
Dated on: August 25, 2025.

Lienor: Hughes Brothers Construction, Inc.  
Address: 948 Walker Rd Wildwood, FL 34785

By:   
Name: Chad Hughes  
Title: President

STATE OF Florida  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25 day of August, 2025 by Chad Hughes, President of HBC, Inc, on behalf of the corporation. He (she) is  personally known to me or  has produced \_\_\_\_\_ as identification.



Amber Hughes  
Notary Public Signature  
Amber Hughes  
(Name typed, printed or stamped)  
My Commission Expires: 1/2/2029

PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 10.00,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through July 31<sup>st</sup>, 2025,

to Hughes Brothers Construction Inc.,  
on the job of Highlands at Hammock Oaks Mass Grade,

to the following property:

Highlands at Hammock Oaks Mass Grade A parcel of land A Parcel of Land Situated in Section 29 Twp  
18S Rg 24E, Lady Lake (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

Dated on: August 27, 2025

Lienor: Del Zotto Products of Florida Inc  
Address: 4575 W Hwy 40 Ocala, FL 34482

By: N Lockhart  
Name: Nicholas J. Lockhart  
Title: Agent

STATE OF Florida  
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 27 day of  
August 2025 by Nicholas J. Lockhart Agent of  
Del Zotto Products of Florida on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Sheryl L. Steele  
Notary Public Signature

(Name typed, printed or stamped)  
My Commission Expires: \_\_\_\_\_

**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through July 31<sup>st</sup>, 2025,

to Hughes Brothers Construction Inc.,

on the job of Highlands at Hammock Oaks Mass Grade.

to the following property:

Highlands at Hammock Oaks Mass Grade A parcel of land A Parcel of Land Situated in Section 29 Twp  
18S Rg 24E, Lady Lake (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

Dated on: August 26, 2025.

Lienor: Gradeworks LLC

Address: 851 NW 24<sup>th</sup> Ct Suite 102 Ocala, FL 34475

By: [Signature]  
Name: Benjamin Counts  
Title: V.P.

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of  
August 2025 by Benjamin Counts, VP of  
Gradeworks LLC, on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

Lacey Martin  
Notary Public Signature

Lacey Martin  
(Name typed, printed or stamped)  
My Commission Expires: 12/26/28



Lacey Martin  
Comm.: HH 565846  
Expires: Jun. 26, 2028  
Notary Public - State of Florida

**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00,

hereby waives and releases its lien and right to claim for labor, services, or materials

furnished through July 31<sup>st</sup>, 2025,

to Hughes Brothers Construction Inc.,

on the job of Highlands at Hammock Oaks Mass Grade,

to the following property:

Highlands at Hammock Oaks Mass Grade A parcel of land A Parcel of Land Situated in Section 29 Twp 18S Rg 24E, Lady Lake (Lake Co) FL

This waiver and release do not cover any retention of labor, services, or materials furnished after the date specified.

Dated on: August 26, 20 25.

Lienor: WBE Environmental, Inc.

Address: P.O. Box 740215 Orange City, FL 32774

By: *Claudio Pastore*

Name: Claudio Pastore

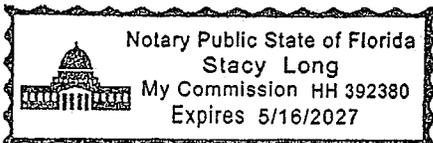
Title: Southeast Regional Manager

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August 2025 by Claudio Pastore, Southeast Regional Manager of WBE Environmental, Inc, on behalf of the corporation. He (she) is  personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



*Stacy Long*  
Notary Public Signature

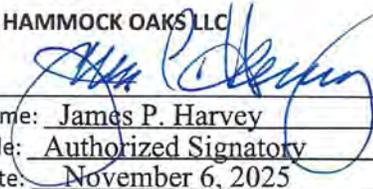
Stacy Long  
(Name typed, printed or stamped)  
My Commission Expires: May 16, 2027

**ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT**  
**[HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – PH. 3 MASS GRADING PROJECT]**

Payment Applications #3-4 ("Pay Application")	Total Pay Application Amount: \$1,509,054.04	CDD Eligible Amount: \$1,509,054.04
Developer: SK Hammock Oaks LLC ("Developer")	Contractor: Hughes Brothers Construction Inc. ("Contractor")	
Site CDD Work Contract: <i>Contractor Agreement</i> , dated April 21, 2025 ("Contract")	Engineer's Report: <i>Engineer's Report</i> , dated April 19, 2022, as supplemented from time to time (together, "Engineer's Report")	

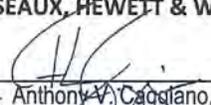
**DEVELOPER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated June 20, 2023.

SK HAMMOCK OAKS LLC

  
 Name: James P. Harvey  
 Title: Authorized Signatory  
 Date: November 6, 2025

**DISTRICT ENGINEER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

CAUSSEAU, HEWETT & WALPOLE, INC.

  
 Name: Anthony A. Caggiano, Jr., PE  
 Title: Sr. Vice President Infrastructure Florida  
 Date: November 4, 2025

**Exhibit A:** Payment Application, with District Items Identified  
**Exhibit B:** Contractor Partial Release for Payment Application

**BILL OF SALE FOR PARTIAL PROGRESS PAYMENT**  
**[HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT – PH. 3 MASS GRADING PROJECT]**

Payment Applications #3-4  
("Pay Application")

Total Pay Application Amount:  
\$1,509,054.04

CDD Eligible Amount:  
\$1,509,054.04

Contractor: Hughes Brothers Construction Inc.  
("Contractor")

Site Work Contract: *Contractor Agreement*,  
dated April 21, 2025 ("Contract")

THIS BILL OF SALE is made to be effective as of the 6th day of November, 2025, by and between **SK Hammock Oaks LLC**, a Delaware limited liability company ("**Grantor**"), whose address is c/o: 105 NE 1<sup>st</sup> Street, Delray Beach, FL 33444 and **Hammock Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o: 3434 Colwell Ave, Suite 200, Tampa, FL 33614.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**WHEREFORE**, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

**SK HAMMOCK OAKS LLC**

  
Name: James P. Harvey  
Title: Authorized Signatory  
Date: November 6, 2025

**Exhibit A:** Pay Application, with District Items Identified

# KOLTER

## Check Request

SK Hammock Oaks

Vendor Name **Hughes Brothers Construction, Inc.**  
Vendor Code **HUBRCO**  
Invoice # **3811/APP3**  
Invoice Date **7/31/2025**  
APPLY TO PO # **3811**  
Special Handling Instructions

Additional Information

Division	PO #	Job Cost Code	Amount This Period	Retainage	Amount Due
4285			\$ 965,817.99	\$ 48,290.90	\$ 917,527.09
		Total This Draw	\$ 965,817.99	\$ 48,290.90	\$ 917,527.09

**PAY THIS  
AMOUNT**

Prepared by: Gabriella Chappa

Date: 09/17/25

Approved by: Stephanie Vaughn

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	526,564.15	26,328.21	26,328.21	500,235.94
<b>App #2</b>	784,353.06	39,217.65	39,217.65	745,135.41
<b>App #3</b>	965,817.99	48,290.90	48,290.90	917,527.09
	<b>2,276,735.20</b>	<b>113,836.76</b>	<b>113,836.76</b>	<b>2,162,898.44</b>

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 917,527.09,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through July 31<sup>st</sup>, 2025,

to SK Hammock Oaks LLC.,

on the job of Hammock Oaks PH 3 Mass Grade.

to the following property:

Hammock Oaks Phase 3 Mass Grade A Parcel of Land Located in Sections 19 & 30 Twp 18S Rg 24E  
(See Attached Legal) Lady Lake (Lake Co) Florida

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

Dated on: July 25, 2025.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: [Signature]

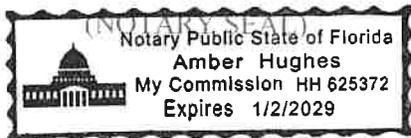
Name: Chad Hughes

Title: president

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25 day of  
July, 2025 by Chad Hughes, president of  
HBC, Inc., on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.



Amber Hughes  
Notary Public Signature

Amber Hughes  
(Name typed, printed or stamped)

My Commission Expires: 1/2/2029

**APPLICATION AND CERTIFICATE FOR PAYMENT**

<b>TO OWNER:</b> SK Hammock Oaks LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637 Attn: Stephanie Vaughn	<b>PROJECT:</b> HAMMOCK OAKS PH3 MASS GRADE 2025-100	<b>APPLICATION NO.:</b> 3 <b>APPLICATION DATE:</b> 7/25/2025  <b>PAY PERIOD:</b> 7/1/25 - 7/31/25  <b>CONTRACT DATE:</b> 4/21/2025	<b>DISTRIBUTION TO:</b> <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> CONTRACTOR
--	--	---	---

<b>FROM CONTRACTOR:</b> Hughes Brothers Construction, Inc 948 Walker Rd. Wildwood, Florida 34785 352-399-6829	<b>VIA ENGINEER:</b> CHW 11801 Research Drive Alachua, FL 32615 352-331-1976
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**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the contract  
Continuation sheets, as applicable, are attached

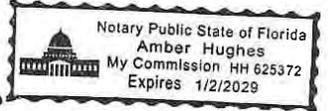
1. ORIGINAL CONTRACT SUM	.....	<b>\$ 4,034,895.50</b>
2. Net change by Change Orders (1 Total to Date)	.....	<b>\$ (19,304.25)</b>
3. Contract Sum To Date (line 1+2)	.....	<b>\$ 4,015,591.25</b>
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Individual sheets)	.....	<b>\$ 2,276,735.20</b>
5. RETAINAGE:		
a. 5% of completed work	.....	<b>\$ 113,836.76</b>
b. Retainage released to date	.....	<b>\$ -</b>
c. Net retainage held to date	.....	<b>\$ 113,836.76</b>
6. TOTAL EARNED LESS RETAINAGE ( Line 4 less Line 5 Total )	.....	<b>\$ 2,162,898.44</b>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application )	.....	<b>\$ 1,245,371.35</b>
8. CURRENT PAYMENT DUE	.....	<b>\$ 917,527.09</b>
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6 )	.....	<b>\$ 1,852,892.81</b>

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	\$ -	\$ -
Total approved this month	\$ -	\$ (19,304.25)
<b>TOTALS</b>	<b>\$ -</b>	<b>\$ (19,304.25)</b>
NET CHANGES by Change Order	\$ -	(19,304.25)

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Hughes Brothers Construction, Inc.  
By: [Signature] Date: 7/25/25  
Project Manager

State of : FLORIDA  
County of : SUMTER  
Subscribed and sworn to before me  
this 25 day of July, 2025



Notary Public: Amber Hughes  
My Commission expires: 1/2/2029

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified

**AMOUNT CERTIFIED** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied for Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified )

**Engineer :** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SCHEDULE OF VALUES**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
<b>GENERAL CONDITIONS</b>												
1000	Mobilization	1.00	LS	\$ 9,500.00	\$ 9,500.00	0.5	\$ 4,750.00	0.3	\$ 2,375.00	0.75	\$ 7,125.00	75.00%
1010	Survey & Layout	1.00	LS	\$ 42,000.00	\$ 42,000.00	0.74	\$ 31,080.00	0.11	\$ 4,746.00	0.85	\$ 35,826.00	85.30%
1020	As-Builts	1.00	LS	\$ 14,500.00	\$ 14,500.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1030	NPDES Monitoring & Maintenance	1.00	LS	\$ 9,500.00	\$ 9,500.00	0.23	\$ 2,185.00	0.12	\$ 1,140.00	0.35	\$ 3,325.00	35.00%
1040	<b>TOTAL GENERAL CONDITIONS</b>				<b>\$ 75,500.00</b>		<b>\$ 38,015.00</b>		<b>\$ 8,261.00</b>		<b>\$ 46,276.00</b>	
<b>EARTHWORK</b>												
1050	Site Excavation (Cut/Fill/Balance)	269,675.00	CY	\$ 3.55	\$ 957,346.25	86544	\$ 307,231.20	120763	\$ 428,708.65	207307	\$ 735,939.85	76.87%
1060	Sand Strip Clay Areas	149,810.00	CY	\$ 3.55	\$ 531,825.50	137870	\$ 489,438.50	11940	\$ 42,387.00	149810	\$ 531,825.50	100.00%
1070	Additional Clay Excavation	57,655.00	CY	\$ 3.55	\$ 204,675.25	53114	\$ 188,554.70	4541	\$ 16,120.55	57655	\$ 204,675.25	100.00%
1080	Sand Cap Clay Areas	145,045.00	CY	\$ 3.55	\$ 514,909.75	23510	\$ 83,460.50	76614	\$ 271,979.70	100124	\$ 355,440.20	69.03%
1090	Import Place & Compact Fill from Reserve PH. 3	8,470.00	CY	\$ 6.80	\$ 57,596.00	0	\$ -	8470	\$ 57,596.00	8470	\$ 57,596.00	100.00%
1100	Fine Grade Disturbed Areas	411,870.00	SY	\$ 0.50	\$ 205,935.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1110	Fine Grade DRA	21,930.00	SY	\$ 0.70	\$ 15,351.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1120	Fine Grade Slopes/Swales	34,460.00	SY	\$ 0.70	\$ 24,122.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1130	<b>TOTAL EARTHWORK</b>				<b>\$ 2,611,760.75</b>		<b>\$ 1,068,684.90</b>		<b>\$ 816,791.90</b>		<b>\$ 1,885,476.80</b>	
<b>GRASSING</b>												
1140	Sod Slopes, Swales & DRA Sideslopes	62,745.00	SY	\$ 3.90	\$ 244,705.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1150	Seed & Mulch Disturbed Areas	411,870.00	SY	\$ 0.40	\$ 164,748.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1160	Seed & Mulch Pond Bottoms	39,365.00	SY	\$ 0.40	\$ 15,746.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1170	<b>TOTAL GRASSING</b>				<b>\$ 425,199.50</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
<b>RETAINING WALLS</b>												
1180	Retaining Wall	7,245.00	SF	\$ 32.05	\$ 232,202.25	0	\$ -	7245	\$ 232,202.25	7245	\$ 232,202.25	100.00%
1190	Aluminum Handrail 42"	1,360.00	LF	\$ 86.75	\$ 117,980.00	0	\$ -	1360	\$ 117,980.00	1360	\$ 117,980.00	100.00%
1200	<b>TOTAL RETAINING WALLS</b>				<b>\$ 350,182.25</b>		<b>\$ -</b>		<b>\$ 350,182.25</b>		<b>\$ 350,182.25</b>	
<b>STORM</b>												
1210	24" HP	1,200.00	LF	\$ 79.85	\$ 95,820.00	705	\$ 56,294.25	215	\$ 17,167.75	920	\$ 73,462.00	76.67%
1220	30" HP	180.00	LF	\$ 114.15	\$ 20,547.00	180	\$ 20,547.00	0	\$ -	180	\$ 20,547.00	100.00%
1230	36" HP	300.00	LF	\$ 129.10	\$ 38,730.00	0	\$ -	300	\$ 38,730.00	300	\$ 38,730.00	100.00%
1240	42" HP	240.00	LF	\$ 177.65	\$ 42,636.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1250	24" MES	9.00	EA	\$ 2,425.00	\$ 21,825.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1260	30" MES	1.00	EA	\$ 4,335.00	\$ 4,335.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1270	36" MES	3.00	EA	\$ 5,315.00	\$ 15,945.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1280	42" MES	1.00	EA	\$ 6,455.00	\$ 6,455.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1290	Type P3 Curb Inlet	1.00	EA	\$ 8,510.00	\$ 8,510.00	0.83	\$ 7,063.30	0	\$ -	0.83	\$ 7,063.30	83.00%
1300	Type P4 Curb Inlet	1.00	EA	\$ 8,510.00	\$ 8,510.00	0.83	\$ 7,063.30	0	\$ -	0.83	\$ 7,063.30	83.00%
1310	Type J4 Curb Inlet	1.00	EA	\$ 12,495.00	\$ 12,495.00	0	\$ -	0	\$ -	0	\$ -	0.00%

Project: Hammock Oaks PH3 Mass Grade  
Date: 7/25/25

**SCHEDULE OF VALUES**

PAY REQUEST # 3

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1320	Type C Inlet	2.00	EA	\$ 5,955.00	\$ 11,910.00	2	\$ 11,910.00	0	\$ -	2	\$ 11,910.00	100.00%
1330	Type P Manhole	6.00	EA	\$ 4,510.00	\$ 27,060.00	2.7	\$ 12,177.00	1.8	\$ 8,118.00	4.5	\$ 20,295.00	75.00%
1340	Type J Manhole	5.00	EA	\$ 7,655.00	\$ 38,275.00	0	\$ -	4.5	\$ 34,447.50	4.5	\$ 34,447.50	90.00%
1350	24" Double Headwall	2.00	EA	\$ 4,575.00	\$ 9,150.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1360	Rip Rap	2,190.00	SY	\$ 135.00	\$ 295,650.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1370	Testing	1,920.00	LF	\$ 7.50	\$ 14,400.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1380	<b>TOTAL STORM</b>				<b>\$ 672,253.00</b>		<b>\$ 115,054.85</b>		<b>\$ 98,463.25</b>		<b>\$ 213,518.10</b>	
	<b>TOTAL HAMMOCK OAKS PHASE 3 MASS GRADE</b>				<b>\$ 4,034,895.50</b>		<b>\$ 1,221,754.75</b>		<b>\$ 1,273,698.40</b>		<b>\$ 2,495,453.15</b>	
	<b>CHANGE ORDERS</b>											
	<b>CHANGE ORDER #1</b>											
	<b>EARTHWORK</b>											
1090	Import Place & Compact Fill from Reserve PH3	16,475.00	CY	\$ 6.80	\$ 112,030.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	<b>TOTAL EARTHWORK</b>				<b>\$ 112,030.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
	<b>RETAINING WALL</b>											
1180	Retaining Wall	-7,245.00	SF	\$ 32.05	\$ (232,202.25)	0	\$ -	-7245	\$ (232,202.25)	-7245	\$ (232,202.25)	100.00%
1180	Retaining Wall	6,210.00	SF	\$ 29.60	\$ 183,816.00	0	\$ -	2725	\$ 80,660.00	2725	\$ 80,660.00	43.85%
1190	Aluminum Handrail 42"	-1,360.00	LF	\$ 86.75	\$ (117,980.00)	0	\$ -	-1360	\$ (117,980.00)	-1360	\$ (117,980.00)	100.00%
1190	Aluminum Handrail 42"	580.00	LF	\$ 60.40	\$ 35,032.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	<b>TOTAL RETAINING WALL</b>				<b>\$ (131,334.25)</b>		<b>\$ -</b>		<b>\$ (269,522.25)</b>		<b>\$ (269,522.25)</b>	
	<b>TOTAL CHANGE ORDER #1</b>				<b>\$ (19,304.25)</b>		<b>\$ -</b>		<b>\$ (269,522.25)</b>		<b>\$ (269,522.25)</b>	
	<b>TOTAL CHANGE ORDERS</b>				<b>\$ (19,304.25)</b>		<b>\$ -</b>		<b>\$ (269,522.25)</b>		<b>\$ (269,522.25)</b>	
	<b>STORED MATERIALS</b>											
	Storm Structures (May)	1.00	LS	\$ 34,510.00	\$ 34,510.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	Storm Structures (June)	1.00	LS	\$ 20,239.38	\$ 20,239.38	1	\$ 20,239.38	-1	\$ (20,239.38)	0	\$ -	0.00%
	Storm Pipe (June)	1.00	LS	\$ 68,923.08	\$ 68,923.08	1	\$ 68,923.08	-1	\$ (68,923.08)	0	\$ -	0.00%
	Storm Structures (July)	1.00	LS	\$ 14,523.15	\$ 14,523.15	0	\$ -	1	\$ 14,523.15	1	\$ 14,523.15	100.00%
	Storm Pipe (July)	1.00	LS	\$ 36,281.15	\$ 36,281.15	0	\$ -	1	\$ 36,281.15	1	\$ 36,281.15	100.00%
	<b>TOTAL STORED MATERIALS</b>				<b>\$ 174,476.76</b>		<b>\$ 89,162.46</b>		<b>\$ (38,358.16)</b>		<b>\$ 50,804.30</b>	
	<b>GRAND TOTAL HAMMOCK OAKS PHASE 3 MASS GRADE</b>				<b>\$ 4,015,591.25</b>		<b>\$ 1,310,917.21</b>		<b>\$ 965,817.99</b>		<b>\$ 2,276,735.20</b>	

HUGHES BROTHERS CONSTRUCTION, INC.  
948 Walker Road  
Widwood, FL 34785

# KOLTER

## Check Request

SK Hammock Oaks

Vendor Name **Hughes Brothers Construction, Inc.**  
Vendor Code **HUBRCO**  
Invoice # **3811/APP4**  
Invoice Date **8/31/2025**  
APPLY TO PO # **3811**  
Special Handling Instructions

Additional Information

Division	PO #	Job Cost Code	Amount This Period	Retainage	Amount Due
4285			\$ 622,659.95	\$ 31,133.00	\$ 591,526.95
		Total This Draw	\$ 622,659.95	\$ 31,133.00	\$ 591,526.95

**PAY THIS  
AMOUNT**

Prepared by: Gabriella Chappa

Date: 09/17/25

Approved by: Stephanie Vaughn

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	526,564.15	26,328.21	26,328.21	500,235.94
<b>App #2</b>	784,353.06	39,217.65	39,217.65	745,135.41
<b>App #3</b>	965,817.99	48,290.90	48,290.90	917,527.09
<b>App #4</b>	622,659.95	31,133.00	31,133.00	591,526.95
	<b>2,899,395.15</b>	<b>144,969.76</b>	<b>144,969.76</b>	<b>2,754,425.39</b>

## APPLICATION AND CERTIFICATE FOR PAYMENT

**TO OWNER:**  
 SK Hammock Oaks LLC  
 14025 Riveredge Drive, Suite 175  
 Tampa, FL 33637  
 Attn: Stephanie Vaughn

**PROJECT:**  
 HAMMOCK OAKS PH3 MASS GRADE  
 2025-100

**APPLICATION NO.:** 4  
**APPLICATION DATE:** 8/25/2025  
**PAY PERIOD:** 8/1/25 - 8/31/25  
**CONTRACT DATE:** 4/21/2025

**DISTRIBUTION TO:**  
 OWNER  
 ENGINEER  
 CONTRACTOR

**FROM CONTRACTOR:**  
 Hughes Brothers Construction, Inc.  
 948 Walker Rd.  
 Wildwood, Florida 34785  
 352-399-6829

**VIA ENGINEER:**  
 CHW  
 11801 Research Drive  
 Alachua, FL 32615  
 352-331-1976

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.  
 Continuation sheets, as applicable, are attached.

<b>1. ORIGINAL CONTRACT SUM</b>	.....	<b>\$ 4,034,895.50</b>
<b>2. Net change by Change Orders (1 Total to Date)</b>	.....	<b>\$ (19,304.25)</b>
<b>3. Contract Sum To Date (Line 1+2)</b>	.....	<b>\$ 4,015,591.25</b>
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> (Column G on individual sheets)	.....	<b>\$ 2,899,395.15</b>
<b>5. RETAINAGE:</b>		
a. 5% of completed work	.....	<b>\$ 144,969.76</b>
b. Retainage released to date	.....	<b>\$ -</b>
c. Net retainage held to date	.....	<b>\$ 144,969.76</b>
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 less Line 5 Total)	.....	<b>\$ 2,754,425.39</b>
<b>7. LESS PREVIOUS PAYMENTS</b> (Line 6 from prior Application)	.....	<b>\$ 2,162,898.44</b>
<b>8. CURRENT PAYMENT DUE</b>	.....	<b>\$ 591,526.95</b>
<b>9. BALANCE TO FINISH, INCL. RETAINAGE</b> (Line 3 less Line 6)	.....	<b>\$ 1,261,165.86</b>

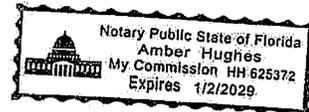
CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	\$ -	\$ (19,304.25)
Total approved this month	\$ -	\$ -
<b>TOTALS</b>	<b>\$ -</b>	<b>\$ (19,304.25)</b>
<b>NET CHANGES by Change Order</b>	<b>\$ -</b>	<b>\$ (19,304.25)</b>

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Hughes Brothers Construction, Inc.

By: [Signature] Date: 8/25/25  
 Project Manager

State of: FLORIDA  
 County of: SUMTER  
 Subscribed and sworn to before me  
 this 25 day of August, 2025



Notary Public: Amber Hughes  
 My Commission expires: 1/2/2029

### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

**AMOUNT CERTIFIED** 591,526.95 Date: **September 08, 2025**  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)  
**Engineer:** [Signature] Date: **September 08, 2025**

Project: Hammock Oaks PH3 Mass Grade  
Date: 8/25/25

**SCHEDULE OF VALUES**

PAY REQUEST # 4

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
<b>GENERAL CONDITIONS</b>												
1000	Mobilization	1.00	LS	\$ 9,500.00	\$ 9,500.00	0.75	\$ 7,125.00	0.2	\$ 1,425.00	0.9	\$ 8,550.00	90.00%
1010	Survey & Layout	1.00	LS	\$ 42,000.00	\$ 42,000.00	0.853	\$ 35,826.00	0.10	\$ 4,200.00	0.95	\$ 40,026.00	95.30%
1020	As-Builts	1.00	LS	\$ 14,500.00	\$ 14,500.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1030	NPDES Monitoring & Maintenance	1.00	LS	\$ 9,500.00	\$ 9,500.00	0.35	\$ 3,325.00	0.15	\$ 1,425.00	0.5	\$ 4,750.00	50.00%
1040	<b>TOTAL GENERAL CONDITIONS</b>				<b>\$ 75,500.00</b>		<b>\$ 46,276.00</b>		<b>\$ 7,050.00</b>		<b>\$ 53,326.00</b>	
<b>EARTHWORK</b>												
1050	Site Excavation (Cut/Fill/Balance)	269,675.00	CY	\$ 3.55	\$ 957,346.25	207307	\$ 735,939.85	62368	\$ 221,406.40	269675	\$ 957,346.25	100.00%
1060	Sand Strip Clay Areas	149,810.00	CY	\$ 3.55	\$ 531,825.50	149810	\$ 531,825.50	0	\$ -	149810	\$ 531,825.50	100.00%
1070	Additional Clay Excavation	57,655.00	CY	\$ 3.55	\$ 204,675.25	57655	\$ 204,675.25	0	\$ -	57655	\$ 204,675.25	100.00%
1080	Sand Cap Clay Areas	145,046.00	CY	\$ 3.55	\$ 514,909.75	100124	\$ 355,440.20	44921	\$ 159,469.55	145045	\$ 514,909.75	100.00%
1090	Import Place & Compact Fill from Reserve PH. 3	8,470.00	CY	\$ 6.80	\$ 57,596.00	8470	\$ 57,596.00	0	\$ -	8470	\$ 57,596.00	100.00%
1100	Fine Grade Disturbed Areas	411,870.00	SY	\$ 0.50	\$ 205,935.00	0	\$ -	205935	\$ 102,967.50	205935	\$ 102,967.50	50.00%
1110	Fine Grade DRA	21,930.00	SY	\$ 0.70	\$ 15,351.00	0	\$ -	10965	\$ 7,675.50	10965	\$ 7,675.50	50.00%
1120	Fine Grade Slopes/Swales	34,460.00	SY	\$ 0.70	\$ 24,122.00	0	\$ -	17230	\$ 12,061.00	17230	\$ 12,061.00	50.00%
1130	<b>TOTAL EARTHWORK</b>				<b>\$ 2,511,780.75</b>		<b>\$ 1,885,476.80</b>		<b>\$ 503,579.95</b>		<b>\$ 2,389,056.75</b>	
<b>GRASSING</b>												
1140	Sod Slopes, Swales & DRA Sideslopes	62,745.00	SY	\$ 3.90	\$ 244,705.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1150	Seed & Mulch Disturbed Areas	411,870.00	SY	\$ 0.40	\$ 164,748.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1160	Seed & Mulch Pond Bottoms	39,365.00	SY	\$ 0.40	\$ 15,746.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1170	<b>TOTAL GRASSING</b>				<b>\$ 426,199.50</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
<b>RETAINING WALLS</b>												
1180	Retaining Wall	7,245.00	SF	\$ 32.05	\$ 232,202.25	7245	\$ 232,202.25	0	\$ -	7245	\$ 232,202.25	100.00%
1190	Aluminum Handrail 42"	1,360.00	LF	\$ 86.75	\$ 117,980.00	1360	\$ 117,980.00	0	\$ -	1360	\$ 117,980.00	100.00%
1200	<b>TOTAL RETAINING WALLS</b>				<b>\$ 350,182.25</b>		<b>\$ 350,182.25</b>		<b>\$ -</b>		<b>\$ 350,182.25</b>	
<b>STORM</b>												
1210	24" HP	1,200.00	LF	\$ 79.85	\$ 95,820.00	920	\$ 73,462.00	0	\$ -	920	\$ 73,462.00	76.67%
1220	30" HP	180.00	LF	\$ 114.15	\$ 20,547.00	180	\$ 20,547.00	0	\$ -	180	\$ 20,547.00	100.00%
1230	36" HP	300.00	LF	\$ 129.10	\$ 38,730.00	300	\$ 38,730.00	0	\$ -	300	\$ 38,730.00	100.00%
1240	42" HP	240.00	LF	\$ 177.65	\$ 42,636.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1250	24" MES	9.00	EA	\$ 2,425.00	\$ 21,825.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1260	30" MES	1.00	EA	\$ 4,335.00	\$ 4,335.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1270	36" MES	3.00	EA	\$ 5,315.00	\$ 15,945.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1280	42" MES	1.00	EA	\$ 6,455.00	\$ 6,455.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1290	Type P3 Curb Inlet	1.00	EA	\$ 8,510.00	\$ 8,510.00	0.83	\$ 7,063.30	0	\$ -	0.83	\$ 7,063.30	83.00%
1300	Type P4 Curb Inlet	1.00	EA	\$ 8,510.00	\$ 8,510.00	0.83	\$ 7,063.30	0	\$ -	0.83	\$ 7,063.30	83.00%
1310	Type J4 Curb Inlet	1.00	EA	\$ 12,495.00	\$ 12,495.00	0	\$ -	0	\$ -	0	\$ -	0.00%

HUGHES BROTHERS CONSTRUCTION, INC.  
948 Walker Road  
Wildwood, FL 34785

Project: Hammock Oaks PH3 Mass Grade  
Date: 8/25/25

**SCHEDULE OF VALUES**

PAY REQUEST # 4

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1320	Type C Inlet	2.00	EA	\$ 5,955.00	\$ 11,910.00	2	\$ 11,910.00	0	\$ -	2	\$ 11,910.00	100.00%
1330	Type P Manhole	6.00	EA	\$ 4,510.00	\$ 27,060.00	4.5	\$ 20,295.00	0	\$ -	4.5	\$ 20,295.00	75.00%
1340	Type J Manhole	5.00	EA	\$ 7,655.00	\$ 38,275.00	4.5	\$ 34,447.50	0	\$ -	4.5	\$ 34,447.50	90.00%
1350	24" Double Headwall	2.00	EA	\$ 4,575.00	\$ 9,150.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1360	Rip Rap	2,190.00	SY	\$ 135.00	\$ 295,650.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1370	Testing	1,920.00	LF	\$ 7.50	\$ 14,400.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1380	<b>TOTAL STORM</b>				<b>\$ 672,253.00</b>		<b>\$ 213,518.10</b>		<b>\$ -</b>		<b>\$ 213,518.10</b>	
	<b>TOTAL HAMMOCK OAKS PHASE 3 MASS GRADE</b>				<b>\$ 4,034,895.60</b>		<b>\$ 2,495,453.16</b>		<b>\$ 510,629.95</b>		<b>\$ 3,006,083.10</b>	
	<b>CHANGE ORDERS</b>											
	<b>CHANGE ORDER #1</b>											
	<b>EARTHWORK</b>											
1090	Import Place & Compact Fill from Reserve PH3	16,475.00	CY	\$ 6.80	\$ 112,030.00	0	\$ -	16475	\$ 112,030.00	16475	\$ 112,030.00	100.00%
	<b>TOTAL EARTHWORK</b>				<b>\$ 112,030.00</b>		<b>\$ -</b>		<b>\$ 112,030.00</b>		<b>\$ 112,030.00</b>	
	<b>RETAINING WALL</b>											
1180	Retaining Wall	-7,245.00	SF	\$ 32.05	\$ (232,202.25)	-7245	\$ (232,202.25)	0	\$ -	-7245	\$ (232,202.25)	100.00%
1180	Retaining Wall	6,210.00	SF	\$ 29.60	\$ 183,816.00	2725	\$ 80,660.00	0	\$ -	2725	\$ 80,660.00	43.88%
1190	Aluminum Handrail 42"	-1,360.00	LF	\$ 86.75	\$ (117,980.00)	-1360	\$ (117,980.00)	0	\$ -	-1360	\$ (117,980.00)	100.00%
1190	Aluminum Handrail 42"	580.00	LF	\$ 60.40	\$ 35,032.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	<b>TOTAL RETAINING WALL</b>				<b>\$ (131,334.25)</b>		<b>\$ (269,622.25)</b>		<b>\$ -</b>		<b>\$ (269,622.25)</b>	
	<b>TOTAL CHANGE ORDER #1</b>				<b>\$ (19,304.25)</b>		<b>\$ (269,622.25)</b>		<b>\$ 112,030.00</b>		<b>\$ (157,492.25)</b>	
	<b>TOTAL CHANGE ORDERS</b>				<b>\$ (19,304.25)</b>		<b>\$ (269,622.25)</b>		<b>\$ 112,030.00</b>		<b>\$ (157,492.25)</b>	
	<b>STORED MATERIALS</b>											
	Storm Structures (May)	1.00	LS	\$ 34,510.00	\$ 34,510.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	Storm Structures (June)	1.00	LS	\$ 20,239.38	\$ 20,239.38	0	\$ -	0	\$ -	0	\$ -	0.00%
	Storm Pipe (June)	1.00	LS	\$ 68,923.08	\$ 68,923.08	0	\$ -	0	\$ -	0	\$ -	0.00%
	Storm Structures (July)	1.00	LS	\$ 14,523.15	\$ 14,523.15	1	\$ 14,523.15	0	\$ -	1	\$ 14,523.15	100.00%
	Storm Pipe (July)	1.00	LS	\$ 36,281.15	\$ 36,281.15	1	\$ 36,281.15	0	\$ -	1	\$ 36,281.15	100.00%
	<b>TOTAL STORED MATERIALS</b>				<b>\$ 174,476.76</b>		<b>\$ 50,804.30</b>		<b>\$ -</b>		<b>\$ 50,804.30</b>	
	<b>GRAND TOTAL HAMMOCK OAKS PHASE 3 MASS GRADE</b>				<b>\$ 4,015,591.25</b>		<b>\$ 2,276,736.20</b>		<b>\$ 622,659.95</b>		<b>\$ 2,899,395.15</b>	

HUGHES BROTHERS CONSTRUCTION, INC.  
948 Walker Road  
Wildwood, FL 34785

September 2, 2025

Stephanie R. Vaughn  
Brookfield Kolter Land Partners, LLC  
svaughn@brookfieldkolter.com

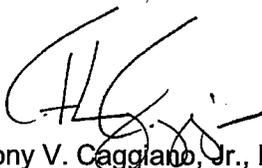
Re: Hammock Oaks – Phase 3 Mass Grading  
Pay Request No. 4

Dear Ms. Vaughn:

We have reviewed pay request application No. 4; dated August 25, 2025; for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$591,526.95 (\$622,659.95 - 5% Retainage)**.

We hope that this letter meets your request for review of pay application No. 4. Should you have any questions or need additional information, please feel free to call.

Sincerely,  
**NV5, Inc.**



Anthony V. Caggiano, Jr., P.E.  
Vice President Infrastructure Florida

N:\2022\22-0090\Departments\05\_Construction\Pay Applications\Phase 3 Mass Grading\Pay App #4\Pay Request Review Letter.docx

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 591,526.95,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through August 31<sup>st</sup>, 2025,  
to SK Hammock Oaks LLC.,  
on the job of Hammock Oaks PH 3 Mass Grade.

to the following property:

Hammock Oaks Phase 3 Mass Grade A Parcel of Land Located in Sections 19 & 30 Twp 18S Rg 24E  
(See Attached Legal) Lady Lake (Lake Co) Florida

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

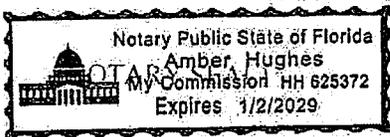
Dated on: August 25, 2025.

Lienor: Hughes Brothers Construction, Inc.  
Address: 948 Walker Rd Wildwood, FL 34785

By:   
Name: Chad Hughes  
Title: President

STATE OF Florida  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25 day of  
August, 2025 by Chad Hughes, president of  
HBC, Inc., on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.



  
Notary Public Signature  
Amber Hughes  
(Name typed, printed or stamped)  
My Commission Expires: 1/2/2029

PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 10.00, hereby waives and releases its lien and right to claim for labor, services, or materials furnished through June 30<sup>th</sup>, 2025,

to Hughes Brothers Construction Inc. on the job of Hammock Oaks Phase 3 Mass Grade,

to the following property:

Hammock Oaks Phase 3 Mass Grade A parcel of Land Located in Sections 19 & 30 Twp 18S Rg 24E (See Attached Legal) Lady Lake (Lake Co) FL.

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on: August 27, 2025

Lienor: Del Zotto Products of Florida Inc  
Address: 4575 W Hwy 40 Ocala, FL 34482

By: N Lockhart  
Name: Nicholas J. Lockhart  
Title: Agent

STATE OF Florida  
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August 2025 by Nicholas J. Lockhart Agent of Del Zotto Products of Florida or  has produced FL ID on behalf of the corporation. He (she) is  personally known to me as identification.

(NOTARY SEAL)

Sheryl L Steele  
Notary Public Signature

(Name typed, printed or stamped)  
My Commission Expires: \_\_\_\_\_



**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00,

hereby waives and releases its lien and right to claim for labor, services, or materials

furnished through July 31<sup>st</sup>, 2025,

to Hughes Brothers Construction Inc.,

on the job of Hammock Oaks PH 3 Mass Grade,

to the following property:

Hammock Oaks Phase 3 Mass Grade A parcel of Land Located in Sections 19 & 30 Twp 18S Rg 24E  
(See Attached Legal) Lady Lake (Lake Co) FL.

This waiver and release do not cover any retention of labor, services, or materials furnished after the date specified.

Dated on: August 28, 2025.

Lienor: Buffalo Underground, LLC.

Address: 4001 Avalon Rd Winter Garden FL 34787

By: [Signature]  
Name: Aaron Lyman  
Title: Owner

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 28 day of August, 2025 by Aaron Lyman, Owner of Buffalo Underground, on behalf of the corporation. He (she) is  personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



[Signature]

Notary Public Signature

Stephanie Feill  
(Name typed, printed or stamped)

My Commission Expires: March 5 2029

PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 10.00,

hereby waives and releases its lien and right to claim for labor, services, or materials

furnished through July 31<sup>st</sup>, 2025,

to Hughes Brothers Construction Inc.,

on the job of Hammock Oaks PH 3 Mass Grade,

to the following property:

Hammock Oaks Phase 3 Mass Grade A parcel of Land Located in Sections 19 & 30 Twp 18S Rg 24E  
(See Attached Legal) Lady Lake (Lake Co) FL.

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on: August 26, 2025.

Lienor: Gradeworks LLC

Address: 851 NW 24<sup>th</sup> Ct Suite 102 Ocala, FL 34475

By: [Signature]  
Name: Benjamin Counts  
Title: V.P.

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August 2025 by Benjamin Counts VP of Gradeworks LLC, on behalf of the corporation. He (she) is  personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Lacey Martin  
Comm.: HH 565846  
Expires: Jun. 26, 2028  
Notary Public - State of Florida

[Signature]  
Notary Public Signature

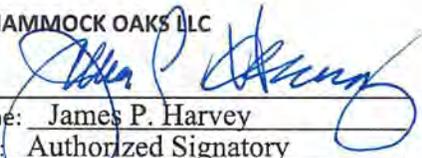
Lacey Martin  
(Name typed, printed or stamped)  
My Commission Expires: 6/26/28

**ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT**  
**[HAMMOCK OAKS CDD ("DISTRICT") – RESERVE AT HAMMOCK OAKS PH. 3 CLEARING PROJECT]**

Payment Applications #3-4 ("Pay Application")	Total Pay Application Amount: \$52,088.97	CDD Eligible Amount: \$52,088.97
Developer: SK Hammock Oaks LLC ("Developer")	Contractor: Hughes Brothers Construction Inc. ("Contractor")	
Site CDD Work Contract: <i>Contractor Agreement</i> , dated May 5, 2025 ("Contract")	Engineer's Report: <i>Engineer's Report</i> , dated April 19, 2022, as supplemented from time to time (together, "Engineer's Report")	

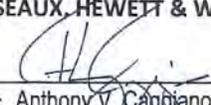
**DEVELOPER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated June 20, 2023.

SK HAMMOCK OAKS LLC

  
 Name: James P. Harvey  
 Title: Authorized Signatory  
 Date: November 6, 2025

**DISTRICT ENGINEER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

CAUSSEAU, HEWETT & WALPOLE, INC.

  
 Name: Anthony V. Caggiano, Jr., PE  
 Title: Sr. Vice President Infrastructure Florida  
 Date: November 4, 2025

**Exhibit A:** Payment Application, with District Items Identified  
**Exhibit B:** Contractor Partial Release for Payment Application

**BILL OF SALE FOR PARTIAL PROGRESS PAYMENT**  
**[HAMMOCK OAKS CDD – RESERVE AT HAMMOCK OAKS PH. 3 CLEARING PROJECT]**

Payment Applications #3-4  
("Pay Application")

Total Pay Application Amount:  
\$52,088.97

CDD Eligible Amount:  
\$52,088.97

Contractor: Hughes Brothers Construction Inc.  
("Contractor")

Site Work Contract: *Contractor Agreement*,  
dated May 5, 2025 ("Contract")

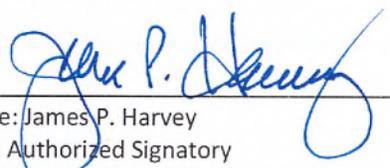
THIS BILL OF SALE is made to be effective as of the 6th day of November, 2025, by and between **SK Hammock Oaks LLC**, a Delaware limited liability company ("**Grantor**"), whose address is c/o: 105 NE 1<sup>st</sup> Street, Delray Beach, FL 33444 and **Hammock Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o: 3434 Colwell Ave, Suite 200, Tampa, FL 33614.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**WHEREFORE**, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

**SK HAMMOCK OAKS LLC**

  
Name: James P. Harvey  
Title: Authorized Signatory  
Date: November 6, 2025

**Exhibit A:** Pay Application, with District Items Identified

# KOLTER

## Check Request

SK Hammock Oaks

Vendor Name **Hughes Brothers Construction, Inc.**  
Vendor Code **HUBRCO**  
Invoice # **3726/APP3**  
Invoice Date **7/31/2025**  
APPLY TO PO # **3726**  
Special Handling Instructions

Additional Information

Division	PO #	Job Cost Code	Amount This Period	Retainage	Amount Due
4285			\$ 28,508.00	\$ 1,425.40	\$ 27,082.60
		Total This Draw	\$ 28,508.00	\$ 1,425.40	\$ 27,082.60

**PAY THIS  
AMOUNT**

Prepared by: Gabriella Chappa

Date: 08/22/25

Approved by: Stephanie Vaughn

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	29,287.50	1,464.38	1,464.38	27,823.13
<b>App #2</b>	98,410.00	4,920.50	4,920.50	93,489.50
<b>App #3</b>	28,508.00	1,425.40	1,425.40	27,082.60
	<b>156,205.50</b>	<b>7,810.28</b>	<b>7,810.28</b>	<b>148,395.23</b>

August 4, 2025

Stephanie R. Vaughn  
Brookfield Kolter Land Partners, LLC  
svaughn@brookfieldkolter.com

Re: The Reserve at Hammock Oaks Phase 3 - Clearing  
Pay Request No. 3

Dear Ms. Vaughn:

We have reviewed pay request application No. 3; dated July 25, 2025; for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$27,082.60** (**\$28,508.00 – 5% Retainage**).

We hope that this letter meets your request for review of pay application No 3. Should you have any questions or need additional information, please feel free to call.

Sincerely,  
**NV5, Inc.**



Anthony V. Caggiano, Jr., P.E.  
Vice President Infrastructure Florida

N:\2022\22-0098\Departments\05\_Construction\Pay Applications\3\Clearing\Pay App #3\Pay Request Review Letter.docx

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:  
SK Hammock Oaks LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637  
Attn: Stephanie Vaughn

PROJECT:  
RESERVE HAMMOCK OAKS PH3 CLEARING  
BID #2025-111  
PO #3726

APPLICATION NO.: 3  
APPLICATION DATE: 7/25/2025  
PAY PERIOD: 7/1/25 - 7/31/25  
CONTRACT DATE: 5/5/2025

DISTRIBUTION TO:  
 OWNER  
 ENGINEER  
 CONTRACTOR

FROM CONTRACTOR:  
Hughes Brothers Construction, Inc.  
948 Walker Rd  
Wildwood, Florida 34785  
352-399-8829

VIA ENGINEER:  
CHW  
11801 Research Drive  
Alachua, FL 32615  
352-331-1976

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.  
Continuation sheets, as applicable, are attached

1. ORIGINAL CONTRACT SUM	.....	\$ 232,152.50
2. Net change by Change Orders (0 Total to Date)	.....	\$ -
3. Contract Sum To Date (Line 1+2)	.....	\$ 232,152.50
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)	.....	\$ 156,205.50
5. RETAINAGE:		
a. 5% of completed work	.....	\$ 7,810.28
b. Retainage released to date	.....	\$ -
c. Net retainage held to date	.....	\$ 7,810.28
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	.....	\$ 148,395.23
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	.....	\$ 121,312.63
8. CURRENT PAYMENT DUE	.....	\$ 27,082.60
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	.....	\$ 83,757.28

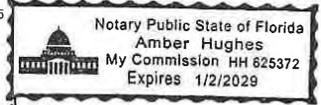
CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	\$ -	\$ -
Total approved this month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR: Hughes Brothers Construction, Inc.

By: [Signature] Date: 7/25/25  
Project Manager

State of: FLORIDA  
County of: SUMTER  
Subscribed and sworn to before me  
this 25 day of July, 2025



Notary Public: Amber Hughes  
My Commission expires: 1/2/2029

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified  
AMOUNT CERTIFIED \$27,082.60 Date: 7/28/2025  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)  
Engineer: [Signature]  
By: [Signature] Date: 7/28/2025

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
<b>GENERAL CONDITIONS</b>												
1000	Mobilization	1.00	LS	\$ 5,000.00	\$ 5,000.00	0	\$ -	0.4	\$ 2,000.00	0.4	\$ 2,000.00	40.00%
1010	Survey & Layout	1.00	LS	\$ 16,500.00	\$ 16,500.00	1	\$ 16,500.00	0	\$ -	1	\$ 16,500.00	100.00%
1020	Silt Fence	7,750.00	LF	\$ 2.05	\$ 15,887.50	7750	\$ 15,887.50	0	\$ -	7750	\$ 15,887.50	100.00%
1030	Construction Entrance	1.00	LS	\$ 4,985.00	\$ 4,985.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1040	Tree Protection	1.00	LS	\$ 53,750.00	\$ 53,750.00	1	\$ 53,750.00	0	\$ -	1	\$ 53,750.00	100.00%
1050	<b>TOTAL GENERAL CONDITIONS</b>				<b>\$ 96,122.50</b>		<b>\$ 86,137.50</b>		<b>\$ 2,000.00</b>		<b>\$ 88,137.50</b>	
<b>EARTHWORK</b>												
1060	Clearing & Grubbing	67.00	AC	\$ 1,410.00	\$ 94,470.00	0	\$ -	18.8	\$ 26,508.00	18.8	\$ 26,508.00	28.06%
1070	Demolition	1.00	LS	\$ 5,150.00	\$ 5,150.00	1	\$ 5,150.00	0	\$ -	1	\$ 5,150.00	100.00%
1080	Grid Dig Site	1.00	LS	\$ 36,410.00	\$ 36,410.00	1	\$ 36,410.00	0	\$ -	1	\$ 36,410.00	100.00%
1090	<b>TOTAL EARTHWORK</b>				<b>\$ 136,030.00</b>		<b>\$ 41,560.00</b>		<b>\$ 26,508.00</b>		<b>\$ 68,068.00</b>	
<b>TOTAL RESERVE HAMMOCK OAKS PH3 CLEARING</b>					<b>\$ 232,152.50</b>		<b>\$ 127,697.50</b>		<b>\$ 28,508.00</b>		<b>\$ 156,205.50</b>	
<b>GRAND TOTAL RESERVE HAMMOCK OAKS PH3 CLEARING</b>					<b>\$ 232,152.50</b>		<b>\$ 127,697.50</b>		<b>\$ 28,508.00</b>		<b>\$ 156,205.50</b>	

HUGHES BROTHERS CONSTRUCTION, INC.  
 948 Walker Road  
 Wildwood, FL 34785

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 27,082.60,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through July 31<sup>st</sup>, 2025,

to SK Hammock Oaks LLC.,

on the job of Hammock Oaks Reserve Ph 3 Clearing.

to the following property:

Reserve at Hammock Oaks Phase 3 Clearing A Parcel of Land Situated in Section 30, Township 18  
South, Range 24 East, Lady Lake (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

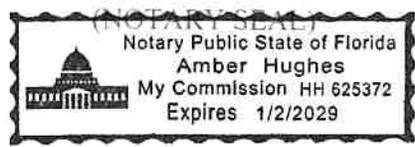
Dated on: July 25, 2025

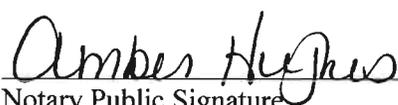
Lienor: Hughes Brothers Construction, Inc.  
Address: 948 Walker Rd Wildwood, FL 34785

By:   
Name: Chad Hughes  
Title: President

STATE OF Florida  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25 day of  
July 25, 2025 by Chad Hughes, President of  
HBC, Inc, on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.



  
Notary Public Signature  
Amber Hughes  
(Name typed, printed or stamped)  
My Commission Expires: 1/2/2029

# KOLTER

## Check Request

SK Hammock Oaks

Vendor Name **Hughes Brothers Construction, Inc.**  
Vendor Code **HUBRCO**  
Invoice # **3726/APP4**  
Invoice Date **8/31/2025**  
APPLY TO PO # **3726**  
Special Handling Instructions

Additional Information

Division	PO #	Job Cost Code	Amount This Period	Retainage	Amount Due
4285			\$ 26,322.50	\$ 1,316.13	\$ 25,006.37
		Total This Draw	\$ 26,322.50	\$ 1,316.13	\$ 25,006.37

PAY THIS AMOUNT

Prepared by: Gabriella Chappa

Date: 09/17/25

Approved by: Stephanie Vaughn

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	29,287.50	1,464.38	1,464.38	27,823.13
<b>App #2</b>	98,410.00	4,920.50	4,920.50	93,489.50
<b>App #3</b>	28,508.00	1,425.40	1,425.40	27,082.60
<b>App #4</b>	26,322.50	1,316.13	1,316.13	25,006.37
	<b>182,528.00</b>	<b>9,126.41</b>	<b>9,126.41</b>	<b>173,401.60</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO OWNER:</b> SK Hammock Oaks LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637 Attn: Stephanie Vaughn	<b>PROJECT:</b> RESERVE HAMMOCK OAKS PH3 CLEARING BID #2025-111 PO #3726	<b>APPLICATION NO.:</b> 4 <b>APPLICATION DATE:</b> 8/25/2025 <b>PAY PERIOD:</b> 8/1/25 - 8/31/25 <b>CONTRACT DATE:</b> 5/5/2025	<b>DISTRIBUTION TO:</b> <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> CONTRACTOR
<b>FROM CONTRACTOR:</b> Hughes Brothers Construction, Inc. 948 Walker Rd. Wildwood, Florida 34785 352-399-8829	<b>VIA ENGINEER:</b> CHW 11801 Research Drive Alachua, FL 32615 352-331-1976		

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.  
 Continuation sheets, as applicable, are attached.

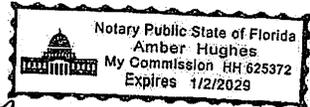
1. ORIGINAL CONTRACT SUM	\$	232,152.50
2. Net change by Change Orders (0 Total to Date)	\$	-
3. Contract Sum To Date (Line 1+2)	\$	232,152.50
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)	\$	182,528.00
5. RETAINAGE:		
a. 5% of completed work	\$	9,126.40
b. Retainage released to date	\$	-
c. Net retainage held to date	\$	9,126.40
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	173,401.60
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	148,395.23
8. CURRENT PAYMENT DUE	\$	25,006.37
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 8)	\$	58,750.90

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	\$ -	\$ -
Total approved this month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 By: [Signature] Date: 8/25/25  
 Project Manager

State of: FLORIDA  
 County of: SUMTER  
 Subscribed and sworn to before me  
 this 25 day of August, 2025



Notary Public Amber Hughes  
 My Commission expires: 1/2/2029

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

**AMOUNT CERTIFIED** 25,006.37 Date: 8/27/2025  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer  
 By: [Signature] Date: September 05, 2025

Project: RESERVE HAMMOCK OAKS PH3 CLEARING  
 Date: 8/25/25

**SCHEDULE OF VALUES**

PAY REQUEST #4

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
<b>GENERAL CONDITIONS</b>												
1000	Mobilization	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.4	\$ 2,000.00	0.4	\$ 2,000.00	0.8	\$ 4,000.00	80.00%
1010	Survey & Layout	1.00	LS	\$ 16,500.00	\$ 16,500.00	1	\$ 16,500.00	0	\$ -	1	\$ 16,500.00	100.00%
1020	Silt Fence	7,750.00	LF	\$ 2.05	\$ 15,887.50	7750	\$ 15,887.50	0	\$ -	7750	\$ 15,887.50	100.00%
1030	Construction Entrance	1.00	LS	\$ 4,985.00	\$ 4,985.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1040	Tree Protection	1.00	LS	\$ 53,750.00	\$ 53,750.00	1	\$ 53,750.00	0	\$ -	1	\$ 53,750.00	100.00%
1050	<b>TOTAL GENERAL CONDITIONS</b>				<b>\$ 86,122.50</b>		<b>\$ 88,137.50</b>		<b>\$ 2,000.00</b>		<b>\$ 90,137.50</b>	
<b>EARTHWORK</b>												
1060	Clearing & Grubbing	87.00	AC	\$ 1,410.00	\$ 94,470.00	19	\$ 26,508.00	17.25	\$ 24,322.50	36.05	\$ 50,830.50	53.81%
1070	Demolition	1.00	LS	\$ 5,150.00	\$ 5,150.00	1	\$ 5,150.00	0	\$ -	1	\$ 5,150.00	100.00%
1080	Grid Dig Site	1.00	LS	\$ 36,410.00	\$ 36,410.00	1	\$ 36,410.00	0	\$ -	1	\$ 36,410.00	100.00%
1090	<b>TOTAL EARTHWORK</b>				<b>\$ 136,030.00</b>		<b>\$ 68,068.00</b>		<b>\$ 24,322.50</b>		<b>\$ 92,390.50</b>	
<b>TOTAL RESERVE HAMMOCK OAKS PH3 CLEARING</b>					<b>\$ 232,152.50</b>		<b>\$ 156,205.50</b>		<b>\$ 26,322.50</b>		<b>\$ 182,528.00</b>	
<b>GRAND TOTAL RESERVE HAMMOCK OAKS PH3 CLEARING</b>					<b>\$ 232,152.50</b>		<b>\$ 156,205.50</b>		<b>\$ 26,322.50</b>		<b>\$ 182,528.00</b>	

HUGHES BROTHERS CONSTRUCTION, INC.  
 948 Walker Road  
 Wildwood, FL 34785

September 2, 2025

Stephanie R. Vaughn  
Brookfield Kolter Land Partners, LLC  
svaughn@brookfieldkolter.com

Re: The Reserve at Hammock Oaks Phase 3 - Clearing  
Pay Request No. 4

Dear Ms. Vaughn:

We have reviewed pay request application No. 4; dated August 25, 2025; for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$25,006.37** (**\$26,322.50 – 5% Retainage**).

We hope that this letter meets your request for review of pay application No 4. Should you have any questions or need additional information, please feel free to call.

Sincerely,  
**NV5, Inc.**



Anthony V. Caggiano, Jr., P.E.  
Vice President Infrastructure Florida

N:\2022\22-0098\Departments\05\_Construction\Pay Applications\3\Cleaing\Pay App #4\Pay Request Review Letter.docx

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 25,006.37,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through August 31<sup>st</sup>, 2025,

to SK Hammock Oaks LLC,

on the job of Hammock Oaks Reserve Ph 3 Clearing.

to the following property:

Reserve at Hammock Oaks Phase 3 Clearing A Parcel of Land Situated in Section 30, Township 18  
South, Range 24 East, Lady Lake (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

Dated on: August 25, 2025.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: 

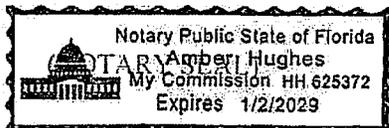
Name: Chad Hughes

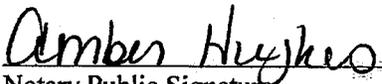
Title: President

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25 day of  
August 2025 by Chad Hughes, president of  
HBC, Inc, on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.



  
Notary Public Signature

Amber Hughes  
(Name typed, printed or stamped)  
My Commission Expires: 1/2/2029

PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 10.00,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through July 31<sup>st</sup>, 2025,

to Hughes Brothers Construction Inc.,

on the job of Hammock Oaks Reserve R3 Clearing.

to the following property:

Reserve at Hammock Oaks Phase 3 Clearing & Demo A parcel of land lying in Section 19 & 30,  
Township 18 South, Range 24 East, Lady Lake (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

Dated on: August 26, 2025.

Lienor: Gradeworks LLC

Address: 851 NW 24<sup>th</sup> Ct Suite 102 Ocala, FL 34475

By: [Signature]  
Name: Benjamin Counts  
Title: V.P.

STATE OF Florida  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of  
August 2025 by Benjamin Counts, VP of  
Gradeworks LLC, on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.

NOTARY SEAL



Lacey Martin  
Comm.: HH 565846  
Expires: Jun. 26, 2028  
Notary Public - State of Florida

[Signature]  
Notary Public Signature

Lacey Martin  
(Name typed, printed or stamped)  
My Commission Expires: 6/26/28

**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00,

hereby waives and releases its lien and right to claim for labor, services, or materials

furnished through July 31<sup>st</sup>, 2025,

to Hughes Brothers Construction Inc.,

on the job of Hammock Oaks Reserve R3 Clearing,

to the following property:

Reserve at Hammock Oaks Phase 3 Clearing & Demo A parcel of land lying in Section 19 & 30,  
Township 18 South, Range 24 East, Lady Lake (Lake Co) FL

This waiver and release do not cover any retention of labor, services, or materials furnished after the date specified.

Dated on: August 26, 20 25.

Lienor: WBE Environmental, Inc.

Address: P.O. Box 740215 Orange City, FL 32774

By: *Claudio Pastore*

Name: Claudio Pastore

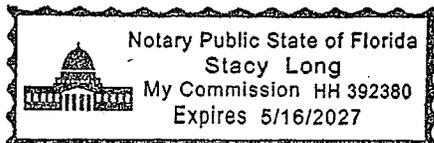
Title: Southeast Regional Manager

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 26th day of August 20 25 by Claudio Pastore, Southeast Regional Manager of WBE Environmental, Inc, on behalf of the corporation. He (she) is  personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



*Stacy Long*  
Notary Public Signature

Stacy Long  
(Name typed, printed or stamped)  
My Commission Expires: May 16, 2027

**HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2025  
(ASSESSMENT AREA THREE)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Hammock Oaks Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the “Trustee”), dated as of May 1, 2023, as supplemented by that certain Third Supplemental Trust Indenture dated as of March 1, 2025 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: CR 4
- (B) Identify Acquisition Agreement, if applicable; *Acquisition Agreement, dated June 20, 2023*
- (C) Name of Payee: **SK Hammock Oaks, LLC**
- (D) Amount Payable: **\$733,202.40**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Acquisition of partial progress for the following improvements:**

Acquisition of partial progress for Phase 3 Mass Grading (Pay App #5)	\$42,552.40
Acquisition of partial progress for Phase 2B and 2C Mass Grading (Pay App #1-5)	\$690,650.00
Total:	\$733,202.40

- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

***Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund***

The undersigned hereby certifies that:

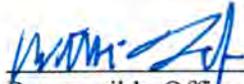
1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2025 Project; and
4. each disbursement represents a Cost of 2025 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

HAMMOCK OAKS COMMUNITY  
DEVELOPMENT DISTRICT

By:  \_\_\_\_\_  
Responsible Officer

Date: 11/7/25

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2025 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2025 Project with respect to which such disbursement is being made; and, further certifies that (B) the purchase price to be paid by the District for the 2025 Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2025 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2025 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2025 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.

 \_\_\_\_\_  
Consulting Engineer

November 4, 2025

**KOLTER**

105 NE 1<sup>ST</sup> Street  
Delray Beach, FL 33444

T (561) 682-9500  
KOLTER.com

**CIBC BANK USA  
70 W. MADISON  
CHICAGO, IL 60602  
(312)564-2000**

**ABA #071006486**

**FOR CREDIT TO:  
SK HAMMOCK OAKS LLC**

**ACCOUNT #2550008**

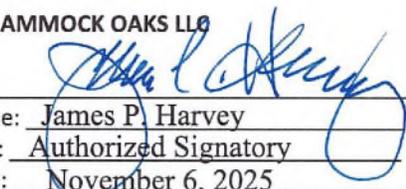
**SWIFT CODE: PVTBUS44**

**ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT**  
**[HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") – PH. 3 MASS GRADING PROJECT]**

Payment Application #5 ("Pay Application")	Total Pay Application Amount: \$42,552.40	CDD Eligible Amount: \$42,552.40
Developer: SK Hammock Oaks LLC ("Developer")	Contractor: Hughes Brothers Construction Inc. ("Contractor")	
Site CDD Work Contract: <i>Contractor Agreement</i> , dated April 21, 2025 ("Contract")	Engineer's Report: <i>Engineer's Report</i> , dated April 19, 2022, as supplemented from time to time (together, "Engineer's Report")	

**DEVELOPER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated June 20, 2023.

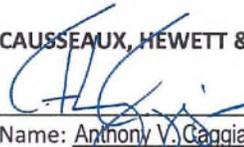
**SK HAMMOCK OAKS LLC**



Name: James P. Harvey  
 Title: Authorized Signatory  
 Date: November 6, 2025

**DISTRICT ENGINEER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

**CAUSSEAU, HEWETT & WALPOLE, INC.**



Name: Anthony V. Caggiano, Jr., PE  
 Title: Sr. Vice President Infrastructure Florida  
 Date: November 5, 2025

**Exhibit A:** Payment Application, with District Items Identified  
**Exhibit B:** Contractor Partial Release for Payment Application

**BILL OF SALE FOR PARTIAL PROGRESS PAYMENT**  
**[HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT – PH. 3 MASS GRADING PROJECT]**

Payment Application #5  
("Pay Application")

Total Pay Application Amount:  
\$42,552.40

CDD Eligible Amount:  
\$42,552.40

Contractor: Hughes Brothers Construction Inc.  
("Contractor")

Site Work Contract: *Contractor Agreement*,  
dated April 21, 2025 ("Contract")

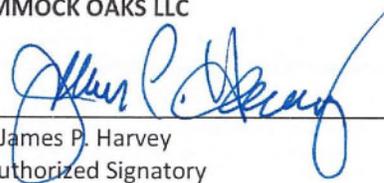
THIS BILL OF SALE is made to be effective as of the 6th day of November, 2025, by and between **SK Hammock Oaks LLC**, a Delaware limited liability company ("**Grantor**"), whose address is c/o: 105 NE 1<sup>st</sup> Street, Delray Beach, FL 33444 and **Hammock Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o: 3434 Colwell Ave, Suite 200, Tampa, FL 33614.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**WHEREFORE**, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

SK HAMMOCK OAKS LLC



Name: James P. Harvey  
Title: Authorized Signatory  
Date: November 6, 2025

**Exhibit A:** Pay Application, with District Items Identified

# KOLTER

## Check Request

SK Hammock Oaks

Vendor Name **Hughes Brothers Construction, Inc.**  
Vendor Code **HUBRCO**  
Invoice # **3811/APP5**  
Invoice Date **9/30/2025**  
APPLY TO PO # **3811**  
Special Handling Instructions

Additional Information

Division	PO #	Job Cost Code	Amount This Period	Retainage	Amount Due
4285			\$ 44,792.00	\$ 2,239.60	\$ 42,552.40
Total This Draw			\$ 44,792.00	\$ 2,239.60	\$ 42,552.40

**PAY THIS  
AMOUNT**

Prepared by: Gabriella Chappa

Date: 10/15/25

Approved by: Stephanie Vaughn

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	526,564.15	26,328.21	26,328.21	500,235.94
<b>App #2</b>	784,353.06	39,217.65	39,217.65	745,135.41
<b>App #3</b>	965,817.99	48,290.90	48,290.90	917,527.09
<b>App #4</b>	622,659.95	31,133.00	31,133.00	591,526.95
<b>App #5</b>	44,792.00	2,239.60	2,239.60	42,552.40
	<b>2,944,187.15</b>	<b>147,209.36</b>	<b>147,209.36</b>	<b>2,796,977.79</b>

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER: SK Hammock Oaks LLC  
 14025 Riveredge Drive, Suite 175  
 Tampa, FL 33637  
 Attn: Stephanie Vaughn

PROJECT: HAMMOCK OAKS PH3 MASS GRADE  
 2025-100

APPLICATION NO.: 5  
 APPLICATION DATE: 9/25/2025

PAY PERIOD: 8/1/25 - 9/30/25

CONTRACT DATE: 4/21/2025

DISTRIBUTION TO:  
 OWNER  
 ENGINEER  
 CONTRACTOR

FROM CONTRACTOR: Hughes Brothers Construction, Inc.  
 948 Walker Rd.  
 Wildwood, Florida 34785  
 352-399-6829

VIA ENGINEER: CHW  
 11801 Research Drive  
 Alachua, FL 32516  
 352-331-1876

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the contract.  
 Continuation sheets, as applicable, are attached.

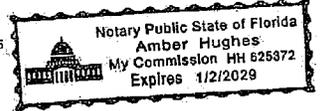
1. ORIGINAL CONTRACT SUM	.....	\$ 4,034,896.60
2. Net change by Change Orders (1 Total to Date)	.....	\$ (19,304.25)
3. Contract Sum To Date (line 1+2)	.....	\$ 4,015,591.25
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)	.....	\$ 2,944,187.15
5. RETAINAGE:		
a. 5% of completed work	.....	\$ 147,209.36
b. Retainage released to date	.....	\$ -
c. Net retainage held to date	.....	\$ 147,209.36
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	.....	\$ 2,786,977.79
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	.....	\$ 2,754,425.39
8. CURRENT PAYMENT DUE	.....	\$ 42,552.40
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	.....	\$ 1,218,613.46

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	\$ -	\$ (19,304.25)
Total approved this month	\$ -	\$ -
TOTALS	\$ -	\$ (19,304.25)
NET CHANGES by Change Order	\$ -	\$ (19,304.25)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.  
 By: [Signature] Date: 9/25/25  
 Project Manager

State of: FLORIDA  
 County of: SUMTER  
 Subscribed and sworn to before me  
 this 26 day of September 2025



Notary Public: Amber Hughes  
 My Commission expires: 1/2/2029

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied for initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)  
 Engineer: \_\_\_\_\_ Date: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE OF VALUES**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
<b>GENERAL CONDITIONS</b>												
1000	Mobilization	1.00	LS	\$ 9,500.00	\$ 9,500.00	0.8	\$ 8,550.00	0.0	\$ -	0.9	\$ 9,550.00	90.00%
1010	Survey & Layout	1.00	LS	\$ 42,000.00	\$ 42,000.00	0.953	\$ 40,026.00	0.05	\$ 1,974.00	1.00	\$ 42,000.00	100.00%
1020	As-Builts	1.00	LS	\$ 14,500.00	\$ 14,500.00	0	\$ -	0.3	\$ 4,350.00	0.3	\$ 4,350.00	30.00%
1030	NPDES Monitoring & Maintenance	1.00	LS	\$ 9,500.00	\$ 9,500.00	0.5	\$ 4,750.00	0.10	\$ 950.00	0.6	\$ 5,700.00	60.00%
1040	<b>TOTAL GENERAL CONDITIONS</b>				<b>\$ 75,500.00</b>		<b>\$ 53,326.00</b>		<b>\$ 7,274.00</b>		<b>\$ 60,600.00</b>	
<b>EARTHWORK</b>												
1050	Site Excavation (Cut/Fill/Balance)	269,675.00	CY	\$ 3.55	\$ 957,346.25	269675	\$ 957,346.25	0	\$ -	269675	\$ 957,346.25	100.00%
1060	Sand Strip Clay Areas	149,810.00	CY	\$ 3.55	\$ 531,825.50	149810	\$ 531,825.50	0	\$ -	149810	\$ 531,825.50	100.00%
1070	Additional Clay Excavation	57,855.00	CY	\$ 3.55	\$ 204,675.25	57655	\$ 204,675.25	0	\$ -	57655	\$ 204,675.25	100.00%
1080	Sand Cap Clay Areas	145,045.00	CY	\$ 3.55	\$ 514,909.75	145045	\$ 514,909.75	0	\$ -	145045	\$ 514,909.75	100.00%
1090	Import Place & Compact Fill from Reserve PH-3	8,470.00	CY	\$ 6.90	\$ 57,996.00	8470	\$ 57,996.00	0	\$ -	8470	\$ 57,996.00	100.00%
1100	Fine Grade Disturbed Areas	411,870.00	SY	\$ 0.60	\$ 247,122.00	205935	\$ 122,957.50	0	\$ -	205935	\$ 122,957.50	50.00%
1110	Fine Grade DRA	21,930.00	SY	\$ 0.70	\$ 15,351.00	10965	\$ 7,675.50	0	\$ -	10965	\$ 7,675.50	50.00%
1120	Fine Grade Slopes/Swales	34,460.00	SY	\$ 0.70	\$ 24,122.00	17230	\$ 12,061.00	0	\$ -	17230	\$ 12,061.00	50.00%
1130	<b>TOTAL EARTHWORK</b>				<b>\$ 2,611,780.75</b>		<b>\$ 2,389,056.75</b>		<b>\$ -</b>		<b>\$ 2,389,056.75</b>	
<b>GRASSING</b>												
1140	Sod Slopes, Swales & DRA Sideslopes	62,745.00	SY	\$ 3.90	\$ 244,705.50	0	\$ -	6620	\$ 37,518.00	6620	\$ 37,518.00	15.33%
1150	Seed & Mulch Disturbed Areas	411,870.00	SY	\$ 0.40	\$ 164,748.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1180	Seed & Mulch Pond Bottoms	39,365.00	SY	\$ 0.40	\$ 15,746.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1170	<b>TOTAL GRASSING</b>				<b>\$ 425,199.50</b>		<b>\$ -</b>		<b>\$ 37,518.00</b>		<b>\$ 37,518.00</b>	
<b>RETAINING WALLS</b>												
1180	Retaining Wall	7,245.00	SF	\$ 32.05	\$ 232,202.25	7245	\$ 232,202.25	0	\$ -	7245	\$ 232,202.25	100.00%
1190	Aluminum Handrail 42"	1,360.00	LF	\$ 86.75	\$ 117,980.00	1360	\$ 117,980.00	0	\$ -	1360	\$ 117,980.00	100.00%
1200	<b>TOTAL RETAINING WALLS</b>				<b>\$ 350,182.25</b>		<b>\$ 350,182.25</b>		<b>\$ -</b>		<b>\$ 350,182.25</b>	
<b>STORM</b>												
1210	24" HP	1,200.00	LF	\$ 79.85	\$ 95,820.00	920	\$ 73,462.00	0	\$ -	920	\$ 73,462.00	76.67%
1220	30" HP	180.00	LF	\$ 114.15	\$ 20,547.00	180	\$ 20,547.00	0	\$ -	180	\$ 20,547.00	100.00%
1230	36" HP	300.00	LF	\$ 128.10	\$ 38,430.00	300	\$ 38,430.00	0	\$ -	300	\$ 38,430.00	100.00%
1240	42" HP	240.00	LF	\$ 177.65	\$ 42,636.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1250	24" MES	9.00	EA	\$ 2,425.00	\$ 21,825.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1260	30" MES	1.00	EA	\$ 4,395.00	\$ 4,395.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1270	36" MES	3.00	EA	\$ 5,315.00	\$ 15,945.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1280	42" MES	1.00	EA	\$ 6,455.00	\$ 6,455.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1290	Type P3 Curb Inlet	1.00	EA	\$ 8,510.00	\$ 8,510.00	0.83	\$ 7,063.30	0	\$ -	0.83	\$ 7,063.30	83.00%
1300	Type P4 Curb Inlet	1.00	EA	\$ 8,510.00	\$ 8,510.00	0.83	\$ 7,063.30	0	\$ -	0.83	\$ 7,063.30	83.00%
1310	Type J4 Curb Inlet	1.00	EA	\$ 12,466.00	\$ 12,466.00	0	\$ -	0	\$ -	0	\$ -	0.00%

Project: Hammock Oaks PH3 Mass Grade  
Date: 9/25/25

**SCHEDULE OF VALUES**

PAY REQUEST # 5

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1320	Type C Inlet	2.00	EA	\$ 5,956.00	\$ 11,912.00	2	\$ 11,912.00	0	\$ -	2	\$ 11,912.00	100.00%
1330	Type P Manhole	6.00	EA	\$ 4,610.00	\$ 27,660.00	4.5	\$ 20,295.00	0	\$ -	4.5	\$ 20,295.00	75.00%
1340	Type J Manhole	6.00	EA	\$ 7,655.00	\$ 38,275.00	4.5	\$ 34,447.50	0	\$ -	4.5	\$ 34,447.50	60.00%
1350	24" Double Headwall	2.00	EA	\$ 4,675.00	\$ 9,150.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1360	Rip Rap	2,190.00	SY	\$ 135.00	\$ 295,850.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1370	Testing	1,920.00	LF	\$ 7.50	\$ 14,400.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1390	<b>TOTAL STORM</b>				<b>\$ 672,263.00</b>		<b>\$ 213,518.10</b>		<b>\$ -</b>		<b>\$ 213,518.10</b>	
	<b>TOTAL HAMMOCK OAKS PHASE 3 MASS GRADE</b>				<b>\$ 4,834,896.80</b>		<b>\$ 3,866,083.10</b>		<b>\$ 44,792.00</b>		<b>\$ 3,060,875.10</b>	
	<b>CHANGE ORDERS</b>											
	<b>CHANGE ORDER #1</b>											
	<b>EARTHWORK</b>											
1090	Import Place & Compact Fill from Reserve PH3	16,475.00	CY	\$ 6.80	\$ 112,030.00	16475	\$ 112,030.00	0	\$ -	16475	\$ 112,030.00	100.00%
	<b>TOTAL EARTHWORK</b>				<b>\$ 112,030.00</b>		<b>\$ 112,030.00</b>		<b>\$ -</b>		<b>\$ 112,030.00</b>	
	<b>RETAINING WALL</b>											
1180	Retaining Wall	-7,245.00	SF	\$ 32.05	\$ (232,202.25)	-7245	\$ (232,202.25)	0	\$ -	-7245	\$ (232,202.25)	100.00%
1180	Retaining Wall	6,210.00	SF	\$ 29.80	\$ 183,810.00	2725	\$ 80,660.00	0	\$ -	2725	\$ 80,660.00	43.88%
1190	Aluminum Handrail 42"	-1,380.00	LF	\$ 86.75	\$ (117,980.00)	-1380	\$ (117,980.00)	0	\$ -	-1380	\$ (117,980.00)	100.00%
1190	Aluminum Handrail 42"	580.00	LF	\$ 60.40	\$ 35,032.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	<b>TOTAL RETAINING WALL</b>				<b>\$ (131,334.25)</b>		<b>\$ (269,522.25)</b>		<b>\$ -</b>		<b>\$ (269,522.25)</b>	
	<b>TOTAL CHANGE ORDER #1</b>				<b>\$ (18,304.25)</b>		<b>\$ (157,492.25)</b>		<b>\$ -</b>		<b>\$ (157,492.25)</b>	
	<b>TOTAL CHANGE ORDERS</b>				<b>\$ (18,304.25)</b>		<b>\$ (157,492.25)</b>		<b>\$ -</b>		<b>\$ (157,492.25)</b>	
	<b>STORED MATERIALS</b>											
	Storm Structures (May)	1.00	LS	\$ 34,510.00	\$ 34,510.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	Storm Structures (June)	1.00	LS	\$ 20,239.38	\$ 20,239.38	0	\$ -	0	\$ -	0	\$ -	0.00%
	Storm Pipe (June)	1.00	LS	\$ 68,923.08	\$ 68,923.08	0	\$ -	0	\$ -	0	\$ -	0.00%
	Storm Structures (July)	1.00	LS	\$ 14,523.15	\$ 14,523.15	1	\$ 14,523.15	0	\$ -	1	\$ 14,523.15	100.00%
	Storm Pipe (July)	1.00	LS	\$ 36,281.15	\$ 36,281.15	1	\$ 36,281.15	0	\$ -	1	\$ 36,281.15	100.00%
	<b>TOTAL STORED MATERIALS</b>				<b>\$ 174,478.76</b>		<b>\$ 80,804.30</b>		<b>\$ -</b>		<b>\$ 80,804.30</b>	
	<b>GRAND TOTAL HAMMOCK OAKS PHASE 3 MASS GRADE</b>				<b>\$ 4,015,591.25</b>		<b>\$ 2,899,335.15</b>		<b>\$ 44,792.00</b>		<b>\$ 2,944,167.15</b>	

HUGHES BROTHERS CONSTRUCTION, INC.  
946 Walker Road  
Wildwood, FL 34785

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 42,552.40,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through September 30<sup>th</sup>, 2025,

to SK Hammock Oaks LLC.,

on the job of Hammock Oaks PH 3 Mass Grade.

to the following property:

Hammock Oaks Phase 3 Mass Grade A Parcel of Land Located in Sections 19 & 30 Twp 18S Rg 24E  
(See Attached Legal) Lady Lake (Lake Co) Florida

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

Dated on: September 25, 2025.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: [Signature]

Name: Chad Hughes

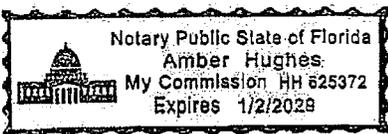
Title: President

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25 day of  
September 2025 by Chad Hughes, president of  
HBC, Inc., on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



[Signature]  
Notary Public Signature

Amber Hughes  
(Name typed, printed or stamped)

My Commission Expires: 1/2/2029

**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00,

hereby waives and releases its lien and right to claim for labor, services, or materials

furnished through August 30<sup>th</sup>, 2025,

to Hughes Brothers Construction Inc.

on the job of Hammock Oaks Phase 3 Mass Grade.

to the following property:

Hammock Oaks Phase 3 Mass Grade A parcel of Land Located in Sections 19 & 30 Twp 18S Rg 24E  
(See Attached Legal) Lady Lake (Lake Co) FL.

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on: October 1, 2025

Lienor: Del Zotto Products of Florida Inc

Address: 4575 W Hwy 40 Ocala, FL 34482

By: N Lockhart

Name: Nicholas J. Lockhart

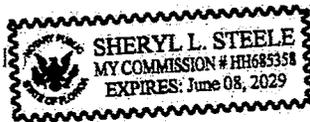
Title: Agent

STATE OF Florida

COUNTY OF Marion

The foregoing instrument was acknowledged before me this 1st day of October, 2025 by Nicholas J. Lockhart, Agent of Del Zotto Products of Florida Inc on behalf of the corporation. He (she) is  personally known to me or  has produced \_\_\_\_\_ as identification.

NOTARY SEAL



Sheryl L. Steele  
Notary Public Signature

(Name typed, printed or stamped)

My Commission Expires: \_\_\_\_\_

**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00,

hereby waives and releases its lien and right to claim for labor, services, or materials

furnished through August 31<sup>st</sup>, 2025,

to Hughes Brothers Construction Inc.

on the job of Hammock Oaks Phase 3 Mass Grade.

to the following property:

Hammock Oaks Phase 3 Mass Grade A parcel of Land Located in Sections 19 & 30 Twp 18S Rg 24E  
(See Attached Legal) Lady Lake (Lake Co) FL.

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on: October 8, 20 25.

Lienor: Ferguson Waterworks

Address: P.O. Box 100286 Atlanta, GA 30384

By: *Ta'Layah Newman*  
Name: Ta'Layah Newman  
Title: Credit Services Specialist

STATE OF Florida

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation. He (she) is  personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\*Signature Authorization included. No notary required. See legal letter.  
\*No notary required per state statutes

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)  
My Commission Expires: \_\_\_\_\_

### SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

**Individual Name:** Ta'Layah Newman

**Title:** Credit Services Specialist



**Authorized Action(s):**

- 1 To execute and file on behalf of the Company the following. A ) Any affidavit, lien application, lien, lien waiver, payment application and release of lien necessary to preserve, protect, perfect, or remove any encumbrances in or on real or personal property. B.) Any affidavit, form or other document requested by an issuing bank in connection any check fraud investigation

Individual's Signature:

This certificate of authorization shall be effective from the date hereof until September 9, 2026 unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective July 31, 2024.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective September 10, 2025.



(Company Seal)

Ferguson Enterprises, LLC

  
Wesley H. Rice  
Assistant Secretary

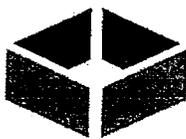
Commonwealth of Virginia  
City of Newport News

Sworn to subscribe and acknowledged before me on September 10, 2025, by Wesley E Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.



(Notary Seal)

  
Notary - Casey Mehlhoff  
My commission expires: July 31, 2026



THOMPSON COMMERCIAL LAW GROUP



To Whom it may concern:

This law firm represents Ferguson Enterprises, LLC ("Ferguson") and its affiliates with respect to construction lien and bond related matters in the state of Florida. As you may be aware, Florida Statute §713.20, a copy of which is attached hereto, governs waivers and releases of lien in Florida. Specifically, Fla. Stat. §713.20(4) – 713.20(5) prescribe the form of lien releases for use in Florida and do NOT require the notarization of the signatory to such a release. Florida Statute §713.20(6) dictates that:

*A person may not require a lienor to furnish a lien waiver or release of lien that is different from the forms in subsection (4) or (5).*

Ferguson maintains certificates of authority for all waiver signatories, which are available upon request for verification purposes. Therefore, Ferguson's policy is to no longer notarize lien waivers, and based on the above, this new policy is in full compliance with Florida law.

If you have any questions or concerns regarding the foregoing, please feel free to contact our office.

Very truly yours,

Steven F. Thompson, Esq.

Select Year: 2023

# The 2023 Florida Statutes (including Special Session C)

Title XL  
REAL AND PERSONAL PROPERTY

Chapter 713  
LIENS, GENERALLY

[View Entire Chapter](#)

## 713.20 Waiver or release of liens.—

(1) The acceptance by the lienor of an unsecured note for all or any part of the amount of his or her demand shall not constitute a waiver of his or her lien therefor unless expressly so agreed in writing, nor shall it in any way affect the period for filing the notice under s. 713.06(2), or the claim of lien under s. 713.08.

(2) A right to claim a lien may not be waived in advance. A lien right may be waived only to the extent of labor, services, or materials furnished. Any waiver of a right to claim a lien that is made in advance is unenforceable.

(3) Any person may at any time waive, release, or satisfy any part of his or her lien under this part, either as to the amount due for labor, services, or materials furnished or for labor, services, or materials furnished through a certain date subject to exceptions specified at the time of release, or as to any part or parcel of the real property.

(4) When a lienor is required to execute a waiver or release of lien in exchange for, or to induce payment of, a progress payment, the waiver or release may be in substantially the following form:

### WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through (insert date) to (insert the name of your customer) on the job of (insert the name of the owner) to the following property:

(description of property)

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on , (year) . (Lienor)

By:

(5) When a lienor is required to execute a waiver or release of lien in exchange for, or to induce payment of, the final payment, the waiver and release may be in substantially the following form:

### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ , hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to (insert the name of your customer) on the job of (insert the name of the owner) to the following described property:

(description of property)

DATED on , (year) . (Lienor)

By:

(6) A person may not require a lienor to furnish a lien waiver or release of lien that is different from the forms in subsection (4) or subsection (5).

(7) A lienor who executes a lien waiver and release in exchange for a check may condition the waiver and release on payment of the check. However, in the absence of a payment bond protecting the owner, the owner may withhold from any payment to the contractor the amount of any such unpaid check until any such condition is satisfied.

(8) A lien waiver or lien release that is not substantially similar to the forms in subsections (4) and (5) is enforceable in accordance with the terms of the lien waiver or lien release.

History.—s. 1, ch. 63-135; s. 35, ch. 67-254; s. 5, ch. 88-397; s. 8, ch. 96-383; s. 1769, ch. 97-102; s. 5, ch. 97-219; s. 30, ch. 99-6.

Note.—Former s. 84.202.

**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through August 31<sup>st</sup>, 2025,  
to Hughes Brothers Construction Inc.  
on the job of Hammock Oaks PH 3 Mass Grade.

to the following property:

Hammock Oaks Phase 3 Mass Grade A parcel of Land Located in Sections 19 & 30 Twp 18S Rg 24E  
(See Attached Legal) Lady Lake (Lake Co) FL.

This waiver and release do not cover any retention of labor, services, or materials furnished after the date  
specified.

Dated on: September 30, 2025.

Lienor: Buffalo Underground, LLC.

Address: 4001 Avalon Rd Winter Garden FL 34787

By: [Signature]  
Name: Aaron Lyman  
Title: Owner

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of  
September 2025 by Aaron Lyman, Owner of  
Buffalo Underground, on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



[Signature]

Notary Public Signature

Stephanie Feill  
(Name typed, printed or stamped)

My Commission Expires: March 5 2029

**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through August 31<sup>st</sup>, 2025,  
to Hughes Brothers Construction Inc.  
on the job of Hammock Oaks PH 3 Mass Grade.

to the following property:

Hammock Oaks Phase 3 Mass Grade A parcel of Land Located in Sections 19 & 30 Twp 18S Rg 24E  
(See Attached Legal) Lady Lake (Lake Co) FL.

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

Dated on: October 1, 2025

Lienor: Gradeworks LLC

Address: 851 NW 24<sup>th</sup> Ct Suite 102 Ocala, FL 34475

By: [Signature]  
Name: Benjamin Counts  
Title: V.P.

STATE OF Florida  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of  
October 2025 by Benjamin Counts, VP of  
Gradeworks, on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Lacey Martin  
Comm.: HH 565846  
Expires: Jun. 26, 2028  
Notary Public - State of Florida

[Signature]  
Notary Public Signature

Lacey Martin  
(Name typed, printed or stamped)  
My Commission Expires: 6/26/28

**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00,

hereby waives and releases its lien and right to claim for labor, services, or materials

furnished through August 31<sup>st</sup>, 2025,

to Hughes Brothers Construction Inc.,

on the job of Hammock Oaks PH 3 Mass Grade,

to the following property:

Hammock Oaks Phase 3 Mass Grade A parcel of Land Located in Sections 19 & 30 Twp 18S Rg 24E  
(See Attached Legal) Lady Lake (Lake Co) FL.

This waiver and release do not cover any retention of labor, services, or materials furnished after the date specified.

Dated on: October 6th, 20 25.

Lienor: WBE Environmental, Inc.

Address: P.O. Box 740215 Orange City, FL 32774

By: *Claudio Pastore*

Name: Claudio Pastore

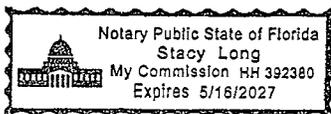
Title: Southeast Regional Manager

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 6th day of  
October 2025 by Claudio Pastore, Southeast Regional Manager of  
WBE Environmental, Inc, on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



*Stacy Long*  
Notary Public Signature

Stacy Long

(Name typed, printed or stamped)

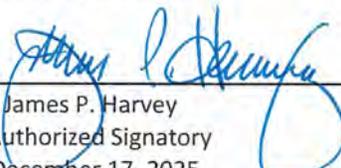
My Commission Expires: May 16, 2027

**ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT  
[HAMMOCK OAKS CDD ("DISTRICT") – PHASE 2B AND 2C MASS GRADING PROJECT]**

Payment Applications #1-5 ("Pay Application")	Total Pay Application Amount: \$690,650.00	CDD Eligible Amount: \$690,650.00
Developer: SK Hammock Oaks LLC ("Developer")	Contractor: Hughes Brothers Construction Inc. ("Contractor")	
Site CDD Work Contract: <i>Contractor Agreement</i> , dated May 5, 2025 ("Contract")	Engineer's Report: <i>Engineer's Report</i> , dated April 19, 2022, as supplemented from time to time (together, "Engineer's Report")	

**DEVELOPER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated June 20, 2023.

**SK HAMMOCK OAKS LLC**

  
 \_\_\_\_\_  
**Name:** James P. Harvey  
**Title:** Authorized Signatory  
**Date:** December 17, 2025

**DISTRICT ENGINEER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

**NV5 INC.**

\_\_\_\_\_  
 [SIGNATURE ON THE FOLLOWING PAGE]  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

- Exhibit A:** Payment Application, with District Items Identified
- Exhibit B:** Contractor Partial Release for Payment Application

**ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT**  
**[HAMMOCK OAKS CDD ("DISTRICT") – PHASE 2B AND 2C MASS GRADING PROJECT]**

<b>Payment Applications #1-5</b> <b>("Pay Application")</b>	<b>Total Pay Application Amount:</b> <b>\$690,650.00</b>	<b>CDD Eligible Amount:</b> <b>\$690,650.00</b>
<b>Developer: SK Hammock Oaks LLC</b> <b>("Developer")</b>		<b>Contractor: Hughes Brothers Construction Inc.</b> <b>("Contractor")</b>
<b>Site CDD Work Contract: Contractor Agreement,</b> dated May 5, 2025 <b>("Contract")</b>		<b>Engineer's Report: Engineer's Report,</b> dated April 19, 2022, as supplemented from time to time (together, <b>"Engineer's Report"</b> )

**DEVELOPER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated June 20, 2023.

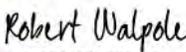
**SK HAMMOCK OAKS LLC**

\_\_\_\_\_  
[SIGNATURE ON THE PREVIOUS PAGE]

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**DISTRICT ENGINEER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

**NV5, INC.**

Signed by:  


**Name:** Robert Walpole  
**Title:** COO  
**Date:** 12/18/2025

- Exhibit A:** Payment Application, with District Items Identified
- Exhibit B:** Contractor Partial Release for Payment Application

**BILL OF SALE FOR PARTIAL PROGRESS PAYMENT**  
**[HAMMOCK OAKS CDD – PHASE 2B AND 2C MASS GRADING PROJECT]**

Payment Applications #1-5 ("Pay Application")	Total Pay Application Amount: \$690,650.00	CDD Eligible Amount: \$690,650.00
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Contractor: Hughes Brothers Construction Inc. ("Contractor")	Site Work Contract: <i>Contractor Agreement</i> , dated May 5, 2025 ("Contract")
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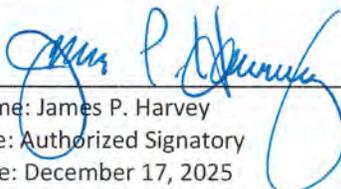
THIS BILL OF SALE is made to be effective as of the 17<sup>th</sup> day of December, 2025, by and between **SK Hammock Oaks LLC**, a Delaware limited liability company ("**Grantor**"), whose address is c/o: 105 NE 1<sup>st</sup> Street, Delray Beach, FL 33444 and **Hammock Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o: 3434 Colwell Ave, Suite 200, Tampa, FL 33614.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**WHEREFORE**, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

**SK HAMMOCK OAKS LLC**

  
\_\_\_\_\_  
Name: James P. Harvey  
Title: Authorized Signatory  
Date: December 17, 2025

**Exhibit A:** Pay Application, with District Items Identified

# KOLTER

## Check Request

SK Hammock Oaks

Vendor Name **Hughes Brothers Construction, Inc.**  
Vendor Code **HUBRCO**  
Invoice # **3688/APP1**  
Invoice Date **5/31/2025**  
APPLY TO PO # **3688**  
Special Handling Instructions

Additional Information

Division	PO #	Job Cost Code	Amount This Period	Retainage	Amount Due
4285			\$ 213,107.85	\$ 10,655.39	\$ 202,452.46
		Total This Draw	\$ 213,107.85	\$ 10,655.39	\$ 202,452.46

PAY THIS AMOUNT

Prepared by: Gabriella Chappa

Date: 06/11/25

Approved by: Stephanie Vaughn

Paid				
	Payment Amount	LandDev Retention	Total Retention	Total Payment
App #1	213,107.85	10,655.39	10,655.39	202,452.46
	<b>213,107.85</b>	<b>10,655.39</b>	<b>10,655.39</b>	<b>202,452.46</b>

June 3, 2025

Stephanie R. Vaughn  
Brookfield Kolter Land Partners, LLC  
svaughn@brookfieldkolter.com

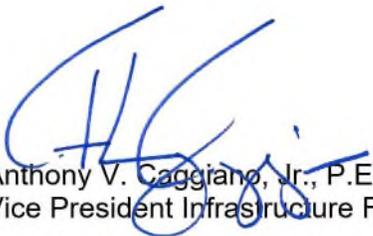
Re: Hammock Oaks – Phase 2B, 2C Mass Grading  
Pay Request No. 1

Dear Ms. Vaughn:

We have reviewed pay request application No. 1; dated May 23, 2025; for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$202,452.46** (**\$213,107.85 – 5% Retainage**).

We hope that this letter meets your request for review of pay application No. 1. Should you have any questions or need additional information, please feel free to call.

Sincerely,  
NV5



Anthony V. Caggiano, Jr., P.E.  
Vice President Infrastructure Florida

N:\2022\22-0090\Departments\05\_Construction\Pay Applications\Infrastructure\2B-2C Mass Grading\Pay App #1\Pay Request Review Letter.docx

# APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO OWNER:</b> SK Hammock Oaks LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637 Attn: Stephanie Vaughn	<b>PROJECT:</b> HAMMOCK OAKS PH2B 2C MASS GRADE 2025-085-1 PO #3688	<b>APPLICATION NO.:</b> 1 <b>APPLICATION DATE:</b> 5/23/2025 <b>PAY PERIOD:</b> 5/1/25 - 5/31/25 <b>CONTRACT DATE:</b> 4/21/2025	<b>DISTRIBUTION TO:</b> <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> CONTRACTOR
--	--	---	---

<b>FROM CONTRACTOR:</b> Hughes Brothers Construction, Inc. 948 Walker Rd. Wildwood, Florida 34785 352-399-6829	<b>VIA ENGINEER:</b> CHW 11801 Research Drive Alachua, FL 32615 352-331-1976
--	--

REVISED

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.  
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM	\$ 818,564.50	
2. Net change by Change Orders (0 Total to Date)		
3. Contract Sum To Date (line 1+2)	\$ 818,564.50	
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)	\$ 213,107.85	
5. RETAINAGE:		
a. 5% of completed work	\$ 10,655.39	
b. Retainage released to date	\$ -	
c. Net retainage held to date	\$ 10,655.39	
6. TOTAL EARNED LESS RETAINAGE ( Line 4 less Line 5 Total )	\$ 202,452.46	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application )	\$ -	
8. CURRENT PAYMENT DUE	\$ 202,452.46	
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6 )	\$ 616,112.04	

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
TOTALS	-	-
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Hughes Brothers Construction, Inc.

By: [Signature] Date: 5/23/25  
Project Manager

State of: FLORIDA  
County of: SUMTER  
Subscribed and sworn to before me  
this 23 day of May, 2025



Notary Public: Lacey Martin  
My Commission expires: 6/26/28  
Lacey Martin  
Comm.: HH 565846  
Expires: Jun. 26, 2028  
Notary Public - State of Florida

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.  
**AMOUNT CERTIFIED** \$202,452.46 Date: June 04, 2025  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)  
**Engineer:** [Signature] Date: June 04, 2025

**SCHEDULE OF VALUES**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
<b>GENERAL CONDITIONS</b>												
1000	Mobilization	1.00	LS	\$ 9,500.00	\$ 9,500.00	0	\$ -	0.25	\$ 2,375.00	0.25	\$ 2,375.00	25.00%
1010	Survey & Layout	1.00	LS	\$ 11,500.00	\$ 11,500.00	0	\$ -	1	\$ 11,500.00	1	\$ 11,500.00	100.00%
1020	As-Builts	1.00	LS	\$ 3,850.00	\$ 3,850.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1030	NPDES Monitoring & Maintenance	1.00	LS	\$ 6,000.00	\$ 6,000.00	0	\$ -	0.25	\$ 1,500.00	0.25	\$ 1,500.00	25.00%
1040	Silt Fence	7,410.00	LF	\$ 2.05	\$ 15,190.50	0	\$ -	7,410	\$ 15,190.50	7,410	\$ 15,190.50	100.00%
1050	Construction Entrance	2.00	EA	\$ 4,985.00	\$ 9,970.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1060	Tree Protection	1.00	LS	\$ 12,600.00	\$ 12,600.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1070	<b>TOTAL GENERAL CONDITIONS</b>				\$ 68,610.60		\$ -		\$ 30,865.50		\$ 30,865.50	
<b>EARTHWORK</b>												
1080	Clearing & Grubbing	21.00	AC	\$ 3,450.00	\$ 72,450.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1090	Site Excavation (Cut/Fill/Balance)	27,625.00	CY	\$ 3.55	\$ 98,068.75	0	\$ -	6351	\$ 22,546.05	6351	\$ 22,546.05	22.99%
1100	Sand Strip Clay Areas	37,510.00	CY	\$ 3.55	\$ 133,160.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1110	Additional Clay Excavation	23,465.00	CY	\$ 3.55	\$ 83,300.75	0	\$ -	4756	\$ 16,883.80	4756	\$ 16,883.80	20.27%
1120	Sand Cap Clay Areas	37,510.00	CY	\$ 3.55	\$ 133,180.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1130	Import Place & Compact Fill from HO Comm. Site	26,760.00	CY	\$ 5.35	\$ 143,112.50	0	\$ -	26750	\$ 143,112.50	26750	\$ 143,112.50	100.00%
1140	Fine Grade Disturbed Areas	22,530.00	SY	\$ 0.50	\$ 11,265.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1150	Fine Grade DRA	6,645.00	SY	\$ 0.70	\$ 4,651.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1160	Fine Grade Slopes/Swales	7,795.00	SY	\$ 0.70	\$ 5,456.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1170	<b>TOTAL EARTHWORK</b>				\$ 684,626.00		\$ -		\$ 182,542.35		\$ 182,542.35	
<b>GRASSING</b>												
1180	Sod Slopes, Swales & DRA Sideslopes	14,440.00	SY	\$ 3.90	\$ 56,316.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1190	Seed & Mulch Disturbed Areas	22,530.00	SY	\$ 0.40	\$ 9,012.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1200	<b>TOTAL GRASSING</b>				\$ 65,328.00		\$ -		\$ -		\$ -	
<b>TOTAL HAMMOCK OAKS PHASE 2B 2C MASS GRADE</b>					\$ 818,554.50		\$ -		\$ 213,107.85		\$ 213,107.85	
<b>GRAND TOTAL HAMMOCK OAKS PHASE 2B 2C MASS GRADE</b>					\$ 818,554.50		\$ -		\$ 213,107.85		\$ 213,107.85	

HUGHES BROTHERS CONSTRUCTION, INC.  
 848 Walker Road  
 Wildwood, FL 34785

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 202,452.46,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through May 31<sup>st</sup>, 2025,

to SK Hammock Oaks LLC.,  
on the job of Hammock Oaks PH 2B 2C Mass Grade.

to the following property:

Hammock Oaks Phase 2B & 2C Mass Grade A Parcel of Land Located in Sections 19 & 30 Twp 18S Rg  
24E (See Attached Legal) Lade Lake (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

Dated on: May 23, 20 25.

Lienor: Hughes Brothers Construction, Inc.  
Address: 948 Walker Rd Wildwood, FL 34785

By: [Signature]  
Name: Chad Hughes  
Title: President

STATE OF Florida  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 23 day of  
May 2025 by Chad Hughes, President of  
[blank], on behalf of the corporation. He (she) is  personally known to me  
or  has produced [blank] as identification.

(NOTARY SEAL)

[Signature]  
Notary Public Signature



Lacey Martin  
Comm.: HH 565846  
Expires: Jun. 26, 2028  
Notary Public - State of Florida

(Name typed, printed or stamped)  
My Commission Expires: 6/26/28

PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 10.00,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through April 30<sup>th</sup>, 2025,

to Hughes Brothers Construction Inc.,

on the job of Hammock Oaks PH 2B & 2C Mass Grade,

to the following property:

Hammock Oaks Phase 2B & 2C Mass Grade A Parcel of Land Located in Sections 19 & 30 Twp 18S Rg  
24E (See Attached Legal) Lady Lake (Lake Co) FL.

This waiver and release do not cover any retention of labor, services, or materials furnished after the date  
specified.

Dated on: 6/3, 20 25.

Lienor: Gradeworks LLC

Address: 851 NW 24<sup>th</sup> Ct Suite 102 Ocala, FL 34475

By: [Signature]

Name: Benjamin Counts

Title: V.P.

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of  
June 20 25 by Benjamin Counts, VP of  
Gradeworks LLC, on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Lacey Martin  
Comm.: HH 565846  
Expires: Jun. 26, 2028  
Notary Public - State of Florida

[Signature]  
Notary Public Signature

(Name typed, printed or stamped)  
My Commission Expires: 6/26/28

**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through April 30<sup>th</sup>, 2025,

to Hughes Brothers Construction Inc.,  
on the job of Hammock Oaks PH 2B & 2C Mass Grade,

to the following property:

Hammock Oaks Phase 2B & 2C Mass Grade A Parcel of Land Located in Sections 19 & 30 Twp 18S Rg  
24E (See Attached Legal) Lady Lake (Lake Co) FL.

This waiver and release do not cover any retention of labor, services, or materials furnished after the date  
specified.

Dated on: May 29, 2025.

Lienor: WBE Environmental, Inc.

Address: P.O. Box 740215 Orange City, FL 32774

By: 

Name: Claudio Pastore

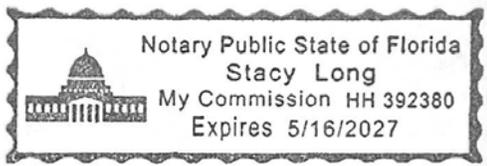
Title: Southeast Regional Manager

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 29th day of  
May 2025 by Claudio Pastore, Southeast Regional Manager of  
WBE Environmental, Inc., on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



  
Notary Public Signature

Stacy Long  
(Name typed, printed or stamped)  
My Commission Expires: May 16, 2027

# KOLTER

## Check Request

SK Hammock Oaks

Vendor Name **Hughes Brothers Construction, Inc.**  
Vendor Code **HUBRCO**  
Invoice # **3688/APP2**  
Invoice Date **6/30/2025**  
APPLY TO PO # **3688**  
Special Handling Instructions

Additional Information

Division	PO #	Job Cost Code	Amount This Period	Retainage	Amount Due
4285			\$ 66,330.00	\$ 3,316.50	\$ 63,013.50
		Total This Draw	\$ 66,330.00	\$ 3,316.50	\$ 63,013.50

PAY THIS  
AMOUNT

Prepared by: Gabriella Chappa

Date: 08/04/25

Approved by: Stephanie Vaughn

Paid				
	Payment Amount	LandDev Retention	Total Retention	Total Payment
App #1	213,107.85	10,655.39	10,655.39	202,452.46
App #2	66,330.00	3,316.50	3,316.50	63,013.50
	<b>279,437.85</b>	<b>13,971.89</b>	<b>13,971.89</b>	<b>265,465.96</b>

# APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO OWNER:</b> SK Hammock Oaks LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637 Attn: Stephanie Vaughn	<b>PROJECT:</b> HAMMOCK OAKS PH2B 2C MASS GRADE 2025-086-1 PO #3688	<b>APPLICATION NO.:</b> 2 <b>APPLICATION DATE:</b> 6/25/2025  <b>PAY PERIOD:</b> 6/1/25 - 6/30/25  <b>CONTRACT DATE:</b> 4/21/2025	<b>DISTRIBUTION TO:</b> <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> CONTRACTOR
<b>FROM CONTRACTOR:</b> Hughes Brothers Construction, Inc. 948 Walker Rd. Wildwood, Florida 34785 352-399-6829	<b>VIA ENGINEER:</b> CHW 11801 Research Drive Alachua, FL 32815 352-331-1976		

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.  
 Continuation sheets, as applicable, are attached.

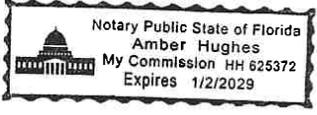
1. ORIGINAL CONTRACT SUM .....	\$	818,564.50
2. Net change by Change Orders (0 Total to Date) .....		
3. Contract Sum To Date (line 1+2) .....	\$	818,564.50
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	279,437.85
<small>(Column G on individual sheets)</small>		
5. RETAINAGE:		
a. 5% of completed work .....	\$	13,971.89
b. Retainage released to date .....	\$	-
c. Net retainage held to date .....	\$	13,971.89
6. TOTAL EARNED LESS RETAINAGE .....	\$	265,465.96
<small>( Line 4 less Line 5 Total )</small>		
7. LESS PREVIOUS PAYMENTS .....	\$	202,452.46
<small>(Line 6 from prior Application )</small>		
8. CURRENT PAYMENT DUE .....	\$	63,013.50
9. BALANCE TO FINISH, INCL. RETAINAGE .....	\$	553,098.54
<small>(Line 3 less Line 6 )</small>		

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	\$ -	\$ -
Total approved this month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.  
 By: [Signature] Date: 6/25/25  
Project Manager

State of: FLORIDA  
 County of: SUMTER  
 Subscribed and sworn to before me this 26 day of June, 2025



Notary Public: Amber Hughes  
 My Commission expires: 1/2/2029

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED \_\_\_\_\_ Date: \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)  
 Engineer: \_\_\_\_\_ Date: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
<b>GENERAL CONDITIONS</b>												
1000	Mobilization	1.00	LS	\$ 9,500.00	\$ 9,500.00	0.25	\$ 2,375.00	0.00	\$ -	0.25	\$ 2,375.00	25.00%
1010	Survey & Layout	1.00	LS	\$ 11,500.00	\$ 11,500.00	1	\$ 11,500.00	0	\$ -	1	\$ 11,500.00	100.00%
1020	As-Builts	1.00	LS	\$ 3,850.00	\$ 3,850.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1030	NPDES Monitoring & Maintenance	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.25	\$ 1,500.00	0.13	\$ 780.00	0.38	\$ 2,280.00	38.00%
1040	Silt Fence	7,410.00	LF	\$ 2.05	\$ 15,190.50	7410	\$ 15,190.50	0	\$ -	7410	\$ 15,190.50	100.00%
1050	Construction Entrance	2.00	EA	\$ 4,965.00	\$ 9,970.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1060	Tree Protection	1.00	LS	\$ 12,600.00	\$ 12,600.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1070	<b>TOTAL GENERAL CONDITIONS</b>				<b>\$ 68,810.50</b>		<b>\$ 30,565.50</b>		<b>\$ 780.00</b>		<b>\$ 31,345.50</b>	
<b>EARTHWORK</b>												
1080	Clearing & Grubbing	21.00	AC	\$ 3,450.00	\$ 72,450.00	0	\$ -	19	\$ 65,550.00	19	\$ 65,550.00	90.48%
1090	Site Excavation (Cut/Fill/Balance)	27,525.00	CY	\$ 3.55	\$ 98,068.75	6351	\$ 22,546.05	0	\$ -	6351	\$ 22,546.05	22.99%
1100	Sand Strip Clay Areas	37,510.00	CY	\$ 3.55	\$ 133,160.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1110	Additional Clay Excavation	23,465.00	CY	\$ 3.55	\$ 83,300.75	4756	\$ 16,883.80	0	\$ -	4756	\$ 16,883.80	20.27%
1120	Sand Cap Clay Areas	37,510.00	CY	\$ 3.55	\$ 133,160.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1130	Import Place & Compact Fill from HO Comm Site	26,750.00	CY	\$ 5.35	\$ 143,112.50	26750	\$ 143,112.50	0	\$ -	26750	\$ 143,112.50	100.00%
1140	Fine Grade Disturbed Areas	22,530.00	SY	\$ 0.50	\$ 11,265.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1150	Fine Grade DRA	6,645.00	SY	\$ 0.70	\$ 4,651.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1160	Fine Grade Slopes/Swales	7,795.00	SY	\$ 0.70	\$ 5,456.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1170	<b>TOTAL EARTHWORK</b>				<b>\$ 654,828.00</b>		<b>\$ 182,542.35</b>		<b>\$ 65,560.00</b>		<b>\$ 248,092.35</b>	
<b>GRASSING</b>												
1180	Sod Slopes, Swales & DRA Sidestopes	14,440.00	SY	\$ 3.90	\$ 56,316.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1190	Seed & Mulch Disturbed Areas	22,530.00	SY	\$ 0.40	\$ 9,012.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1200	<b>TOTAL GRASSING</b>				<b>\$ 65,328.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
<b>TOTAL HAMMOCK OAKS PHASE 2B 2C MASS GRADE</b>					<b>\$ 818,564.50</b>		<b>\$ 213,107.85</b>		<b>\$ 66,330.00</b>		<b>\$ 279,437.85</b>	
<b>GRAND TOTAL HAMMOCK OAKS PHASE 2B 2C MASS GRADE</b>					<b>\$ 818,564.50</b>		<b>\$ 213,107.85</b>		<b>\$ 66,330.00</b>		<b>\$ 279,437.85</b>	

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 63,013.50,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through June 30<sup>th</sup>, 2025,

to SK Hammock Oaks LLC.,

on the job of Hammock Oaks PH 2B 2C Mass Grade.

to the following property:

Hammock Oaks Phase 2B & 2C Mass Grade A Parcel of Land Located in Sections 19 & 30 Twp 18S Rg  
24E (See Attached Legal) Lade Lake (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

Dated on: June 25, 20 25.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: 

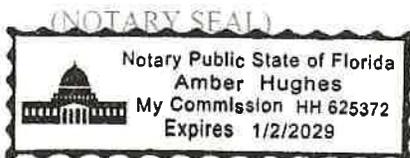
Name: Chad Hughes

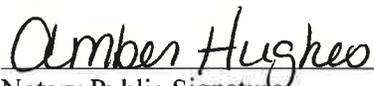
Title: President

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25 day of  
June 20 25 by Chad Hughes, President of  
HBC, Inc., on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.



  
Notary Public Signature

Amber Hughes  
(Name typed, printed or stamped)  
My Commission Expires: 1/2/2029

# KOLTER

## Check Request

SK Hammock Oaks

Vendor Name **Hughes Brothers Construction, Inc.**  
Vendor Code **HUBRCO**  
Invoice # **3688/APP3**  
Invoice Date **7/31/2025**  
APPLY TO PO # **3688**  
Special Handling Instructions

Additional Information

Division	PO #	Job Cost Code	Amount This Period	Retainage	Amount Due
4285			\$ 251,745.55	\$ 12,587.28	\$ 239,158.27
		Total This Draw	\$ 251,745.55	\$ 12,587.28	\$ 239,158.27

PAY THIS AMOUNT

Prepared by: Gabriella Chappa

Date: 09/17/25

Approved by: Stephanie Vaughn

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	213,107.85	10,655.39	10,655.39	202,452.46
<b>App #2</b>	66,330.00	3,316.50	3,316.50	63,013.50
<b>App #3</b>	251,745.55	12,587.28	12,587.28	239,158.27
	<b>531,183.40</b>	<b>26,559.17</b>	<b>26,559.17</b>	<b>504,624.23</b>

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 239,158.27,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through July 31<sup>st</sup>, 2025,

to SK Hammock Oaks LLC.,

on the job of Hammock Oaks PH 2B 2C Mass Grade.

to the following property:

Hammock Oaks Phase 2B & 2C Mass Grade A Parcel of Land Located in Sections 19 & 30 Twp 18S Rg  
24E (See Attached Legal) Lade Lake (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

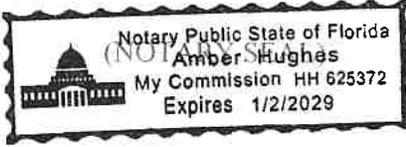
Dated on: July 25, 20 25.

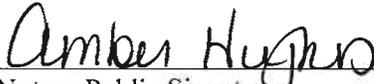
Lienor: Hughes Brothers Construction, Inc.  
Address: 948 Walker Rd Wildwood, FL 34785

By:   
Name: Chad Hughes  
Title: President

STATE OF Florida  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25 day of  
July, 2025 by Chad Hughes, president of  
HBC, Inc., on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.



  
Notary Public Signature  
Amber Hughes  
(Name typed, printed or stamped)  
My Commission Expires: 1/2/2029

**APPLICATION AND CERTIFICATE FOR PAYMENT**

<b>TO OWNER:</b> SK Hammock Oaks LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637 Attn: Stephanie Vaughn	<b>PROJECT:</b> HAMMOCK OAKS PH2B 2C MASS GRADE 2025-085-1 PO #3688	<b>APPLICATION NO.:</b> 3 <b>APPLICATION DATE:</b> 7/25/2025  <b>PAY PERIOD:</b> 7/1/25 - 7/31/25  <b>CONTRACT DATE:</b> 4/21/2025	<b>DISTRIBUTION TO:</b> <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> CONTRACTOR
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<b>FROM CONTRACTOR:</b> Hughes Brothers Construction, Inc. 948 Walker Rd. Wildwood, Florida 34785 352-399-6829	<b>VIA ENGINEER:</b> CHW 11801 Research Drive Alachua, FL 32615 352-331-1876
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**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below in connection with the contract.  
 Continuation sheets, as applicable, are attached.

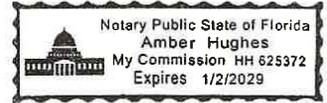
1. ORIGINAL CONTRACT SUM	\$ 818,564.50	
2. Net change by Change Orders (0 Total to Date)		
3. Contract Sum To Date (Line 1+2)	\$ 818,564.50	
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Individual sheets)	\$ 531,183.40	
5. RETAINAGE:		
a. 5% of completed work	\$ 26,559.17	
b. Retainage released to date	\$ -	
c. Net retainage held to date	\$ 26,559.17	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 504,624.23	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 265,465.96	
8. CURRENT PAYMENT DUE	\$ 239,158.27	
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 8)	\$ 313,940.27	

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	\$ -	\$ -
Total approved this month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.  
 By: [Signature] Date: 7/25/25  
 Project Manager

State of: FLORIDA  
 County of: SUMTER  
 Subscribed and sworn to before me  
 this 25 day of July, 2025



Notary Public: Amber Hughes  
 My Commission expires: 1/2/2029

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.  
 AMOUNT CERTIFIED \_\_\_\_\_ Date: \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are charged to conform to the amount certified.)  
 Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE OF VALUES**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
<b>GENERAL CONDITIONS</b>												
1000	Mobilization	1.00	LS	\$ 9,500.00	\$ 9,500.00	0.26	\$ 2,375.00	0.2	\$ 1,425.00	0.4	\$ 3,800.00	40.00%
1010	Survey & Layout	1.00	LS	\$ 11,500.00	\$ 11,500.00	1	\$ 11,500.00	0	\$ -	1	\$ 11,500.00	100.00%
1020	As-Builts	1.00	LS	\$ 3,850.00	\$ 3,850.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1030	NPDES Monitoring & Maintenance	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.38	\$ 2,280.00	0.13	\$ 780.00	0.51	\$ 3,060.00	51.00%
1040	Silt Fence	7,410.00	LF	\$ 2.05	\$ 15,190.50	7410	\$ 15,190.50	0	\$ -	7410	\$ 15,190.50	100.00%
1050	Construction Entrance	2.00	EA	\$ 4,985.00	\$ 9,970.00	0	\$ -	2	\$ 9,970.00	2	\$ 9,970.00	100.00%
1060	Tree Protection	1.00	LS	\$ 12,800.00	\$ 12,800.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1070	<b>TOTAL GENERAL CONDITIONS</b>				<b>\$ 68,610.60</b>		<b>\$ 31,345.50</b>		<b>\$ 12,175.00</b>		<b>\$ 43,620.50</b>	
<b>EARTHWORK</b>												
1080	Clearing & Grubbing	21.00	AC	\$ 3,460.00	\$ 72,450.00	19	\$ 65,560.00	2	\$ 6,890.00	21	\$ 72,450.00	100.00%
1090	Site Excavation (Cut/Fill/Balance)	27,625.00	CY	\$ 3.55	\$ 98,068.75	6351	\$ 22,546.05	0	\$ -	6351	\$ 22,546.05	22.99%
1100	Sand Strip Clay Areas	37,510.00	CY	\$ 3.55	\$ 133,160.50	0	\$ -	37510	\$ 133,160.50	37510	\$ 133,160.50	100.00%
1110	Additional Clay Excavation	23,465.00	CY	\$ 3.55	\$ 83,300.75	4758	\$ 16,883.80	18709	\$ 66,416.95	23465	\$ 83,300.75	100.00%
1120	Sand Cap Clay Areas	37,510.00	CY	\$ 3.55	\$ 133,160.50	0	\$ -	9322	\$ 33,093.10	9322	\$ 33,093.10	24.85%
1130	Import Place & Compact Fill from HO Comm Site	26,750.00	CY	\$ 5.35	\$ 143,112.50	26750	\$ 143,112.50	0	\$ -	26750	\$ 143,112.50	100.00%
1140	Fine Grade Disturbed Areas	22,530.00	SY	\$ 0.50	\$ 11,265.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1150	Fine Grade DRA	5,645.00	SY	\$ 0.70	\$ 4,651.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1160	Fine Grade Slopes/Swales	7,795.00	SY	\$ 0.70	\$ 5,456.50	0	\$ -	0	\$ -	0	\$ -	0.00%
1170	<b>TOTAL EARTHWORK</b>				<b>\$ 684,626.00</b>		<b>\$ 248,092.35</b>		<b>\$ 239,670.55</b>		<b>\$ 487,662.90</b>	
<b>GRASSING</b>												
1180	Sod Slopes, Swales & DRA Sideslopes	14,440.00	SY	\$ 3.90	\$ 56,316.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1190	Seed & Mulch Disturbed Areas	22,530.00	SY	\$ 0.40	\$ 9,012.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1200	<b>TOTAL GRASSING</b>				<b>\$ 65,328.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
<b>TOTAL HAMMOCK OAKS PHASE 2B 2C MASS GRADE</b>					<b>\$ 818,554.50</b>		<b>\$ 279,437.85</b>		<b>\$ 251,745.55</b>		<b>\$ 531,183.40</b>	
<b>GRAND TOTAL HAMMOCK OAKS PHASE 2B 2C MASS GRADE</b>					<b>\$ 818,554.50</b>		<b>\$ 279,437.85</b>		<b>\$ 251,745.55</b>		<b>\$ 531,183.40</b>	

# KOLTER

## Check Request

SK Hammock Oaks

Vendor Name **Hughes Brothers Construction, Inc.**  
Vendor Code **HUBRCO**  
Invoice # **3688/APP4**  
Invoice Date **8/31/2025**  
APPLY TO PO # **3688**  
Special Handling Instructions

Additional Information

Division	PO #	Job Cost Code	Amount This Period	Retainage	Amount Due
4285			\$ 190,916.60	\$ 9,545.83	\$ 181,370.77
		Total This Draw	\$ 190,916.60	\$ 9,545.83	\$ 181,370.77

PAY THIS  
AMOUNT

Prepared by: Gabriella Chappa

Date: 09/17/25

Approved by: Stephanie Vaughn

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	213,107.85	10,655.39	10,655.39	202,452.46
<b>App #2</b>	66,330.00	3,316.50	3,316.50	63,013.50
<b>App #3</b>	251,745.55	12,587.28	12,587.28	239,158.27
<b>App #4</b>	190,916.60	9,545.83	9,545.83	181,370.77
	<b>722,100.00</b>	<b>36,105.00</b>	<b>36,105.00</b>	<b>685,995.00</b>

## APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO OWNER:</b> SK Hammock Oaks LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637 Attn: Stephanie Vaughn	<b>PROJECT:</b> HAMMOCK OAKS PH2B 2C MASS GRADE 2025-085-1 PO #3888	<b>APPLICATION NO.:</b> 4 <b>APPLICATION DATE:</b> 8/25/2025 <b>PAY PERIOD:</b> 8/1/25 - 8/31/25 <b>CONTRACT DATE:</b> 4/21/2025	<b>DISTRIBUTION TO:</b> <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> CONTRACTOR
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<b>FROM CONTRACTOR:</b> Hughes Brothers Construction, Inc. 948 Walker Rd. Wildwood, Florida 34785 352-399-6829	<b>VIA ENGINEER:</b> CHW 11801 Research Drive Alachua, FL 32815 352-331-1976
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### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.  
Continuation sheets, as applicable, are attached.

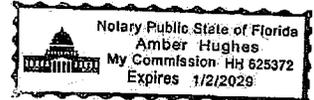
<b>1. ORIGINAL CONTRACT SUM</b> .....	<b>\$ 818,584.60</b>
<b>2. Net change by Change Orders (0 Total to Date)</b> .....	_____
<b>3. Contract Sum To Date (line 1+2)</b> .....	<b>\$ 818,584.50</b>
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> .....	<b>\$ 722,100.00</b>
<small>(Column G on individual sheets)</small>	
<b>5. RETAINAGE:</b>	
a. $\frac{5\%}{100}$ of completed work .....	<b>\$ 36,105.00</b>
b. Retainage released to date .....	\$ -
c. Net retainage held to date .....	<b>\$ 36,105.00</b>
<b>6. TOTAL EARNED LESS RETAINAGE</b> .....	<b>\$ 685,995.00</b>
<small>( Line 4 less Line 5 Total )</small>	
<b>7. LESS PREVIOUS PAYMENTS</b> .....	<b>\$ 504,824.23</b>
<small>(Line 6 from prior Application)</small>	
<b>8. CURRENT PAYMENT DUE</b> .....	<b>\$ 181,370.77</b>
<b>9. BALANCE TO FINISH, INCL. RETAINAGE</b> .....	
<small>(Line 3 less Line 6)</small>	
	<b>\$ 132,669.50</b>

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	\$ -	\$ -
Total approved this month	\$ -	\$ -
<b>TOTALS</b>	<b>\$ -</b>	<b>\$ -</b>
<b>NET CHANGES by Change Order</b>	<b>\$ -</b>	<b>\$ -</b>

The Undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Hughes Brothers Construction, Inc.  
By: [Signature] Date: 8/25/25  
Project Manager

State of: FLORIDA  
County of: SUMTER  
Subscribed and sworn to before me  
this 25 day of August, 2025



Notary Public Amber Hughes  
My Commission expires: 1/2/2029

### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

**AMOUNT CERTIFIED** 181,370.77 Date: 8/27/2025  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Explanation Sheet, that are changed to conform to the amount certified.)  
Engineer: [Signature]  
By: [Signature] Date: September 08, 2025

Project: Hammock Oaks PH2B 2C Mass Grade  
Date: 8/25/25

**SCHEDULE OF VALUES**

PAY REQUEST #4

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
<b>GENERAL CONDITIONS</b>												
1000	Mobilization	1.00	LS	\$ 9,500.00	\$ 9,500.00	0.4	\$ 3,800.00	0.4	\$ 3,800.00	0.8	\$ 7,600.00	80.00%
1010	Survey & Layout	1.00	LS	\$ 11,500.00	\$ 11,500.00	1	\$ 11,500.00	0	\$ -	1	\$ 11,500.00	100.00%
1020	As-Builts	1.00	LS	\$ 3,850.00	\$ 3,850.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1030	NPDES Monitoring & Maintenance	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.51	\$ 3,060.00	0.14	\$ 840.00	0.65	\$ 3,900.00	65.00%
1040	Silt Fence	7,410.00	LF	\$ 2.05	\$ 15,190.50	7410	\$ 15,190.50	0	\$ -	7410	\$ 15,190.50	100.00%
1050	Construction Entrance	2.00	EA	\$ 4,985.00	\$ 9,970.00	2	\$ 9,970.00	0	\$ -	2	\$ 9,970.00	100.00%
1060	Tree Protection	1.00	LS	\$ 12,600.00	\$ 12,600.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1070	<b>TOTAL GENERAL CONDITIONS</b>				\$ 68,610.50		\$ 43,520.50		\$ 4,640.00		\$ 48,160.50	
<b>EARTHWORK</b>												
1080	Clearing & Grubbing	21.00	AC	\$ 3,450.00	\$ 72,450.00	21	\$ 72,450.00	0	\$ -	21	\$ 72,450.00	100.00%
1090	Site Excavation (Cut/Fill/Balance)	27,825.00	CY	\$ 3.55	\$ 98,088.75	6351	\$ 22,546.05	21274	\$ 75,622.70	27625	\$ 98,088.75	100.00%
1100	Sand Strip Clay Areas	37,510.00	CY	\$ 3.55	\$ 133,160.50	37510	\$ 133,160.50	0	\$ -	37510	\$ 133,160.50	100.00%
1110	Additional Clay Excavation	23,465.00	CY	\$ 3.55	\$ 83,300.75	23465	\$ 83,300.75	0	\$ -	23465	\$ 83,300.75	100.00%
1120	Sand Cap Clay Areas	37,510.00	CY	\$ 3.55	\$ 133,160.50	9322	\$ 33,093.10	28189	\$ 100,067.40	37510	\$ 133,160.50	100.00%
1130	Import Place & Compact Fill from HO Comm. Site	26,750.00	CY	\$ 5.35	\$ 143,112.50	26750	\$ 143,112.50	0	\$ -	26750	\$ 143,112.50	100.00%
1140	Fine Grade Disturbed Areas	22,630.00	SY	\$ 0.50	\$ 11,265.00	0	\$ -	11265	\$ 5,632.50	11265	\$ 5,632.50	50.00%
1150	Fine Grade DRA	6,645.00	SY	\$ 0.70	\$ 4,651.50	0	\$ -	3322.5	\$ 2,325.75	3322.5	\$ 2,325.75	50.00%
1160	Fine Grade Slopes/Swales	7,795.00	SY	\$ 0.70	\$ 5,456.50	0	\$ -	3897.5	\$ 2,728.25	3897.5	\$ 2,728.25	50.00%
1170	<b>TOTAL EARTHWORK</b>				\$ 684,628.00		\$ 487,662.50		\$ 186,276.60		\$ 673,939.50	
<b>GRASSING</b>												
1180	Sod Slopes, Swales & DRA Sideslopes	14,440.00	SY	\$ 3.90	\$ 56,316.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1190	Seed & Mulch Disturbed Areas	22,530.00	SY	\$ 0.49	\$ 9,012.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1200	<b>TOTAL GRASSING</b>				\$ 65,328.00		\$ -		\$ -		\$ -	
<b>TOTAL HAMMOCK OAKS PHASE 2B 2C MASS GRADE</b>					\$ 818,564.50		\$ 531,183.40		\$ 190,918.60		\$ 722,100.00	
<b>GRAND TOTAL HAMMOCK OAKS PHASE 2B 2C MASS GRADE</b>					\$ 818,564.50		\$ 531,183.40		\$ 190,918.60		\$ 722,100.00	

HUGHES BROTHERS CONSTRUCTION, INC.  
846 Walker Road  
Wildwood, FL 34785

September 2, 2025

Stephanie R. Vaughn  
Brookfield Kolter Land Partners, LLC  
svaughn@brookfieldkolter.com

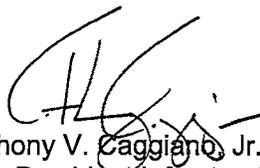
Re: Hammock Oaks – Phase 2B & 2C Mass Grading  
Pay Request No. 4

Dear Ms. Vaughn:

We have reviewed pay request application No. 4; dated August 25, 2025; for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$181,370.77** (**(\$190,916.60 – 5% Retainage)**).

We hope that this letter meets your request for review of pay application No. 4. Should you have any questions or need additional information, please feel free to call.

Sincerely,  
NV5, Inc.



Anthony V. Caggiano Jr., P.E.  
Vice President Infrastructure Florida

N:\2022\22-0090\Departments\05\_Construction\Pay Applications\Phase 2B & 2C Mass Grading\Pay App #4\Pay Request Review Letter.docx

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 181,370.77,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through August 31<sup>st</sup>, 2025,

to SK Hammock Oaks LLC.,

on the job of Hammock Oaks PH 2B 2C Mass Grade.

to the following property:

Hammock Oaks Phase 2B & 2C Mass Grade A Parcel of Land Located in Sections 19 & 30 Twp 18S Rg  
24E (See Attached Legal) Lade Lake (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

Dated on: August 25, 2025.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: 

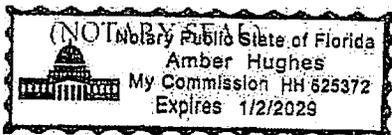
Name: Chad Hughes

Title: President

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25 day of  
August 2025 by Chad Hughes, president of  
HBC, Inc., on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.



Amber Hughes  
Notary Public Signature

Amber Hughes  
(Name typed, printed or stamped)  
My Commission Expires: 1/2/2029

PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 10.00,

hereby waives and releases its lien and right to claim for labor, services, or materials

furnished through July 31<sup>st</sup>, 2025,

to Hughes Brothers Construction Inc.,

on the job of Hammock Oaks PH 2B & 2C Mass Grade.

to the following property:

Hammock Oaks Phase 2B & 2C Mass Grade A Parcel of Land Located in Sections 19 & 30 Twp 18S Rg 24E (See Attached Legal) Lady Lake (Lake Co) FL.

This waiver and release do not cover any retention of labor, services, or materials furnished after the date specified.

Dated on: August 26, 2025.

Lienor: Gradeworks LLC

Address: 851 NW 24<sup>th</sup> Ct Suite 102 Ocala, FL 34475

By: [Signature]  
Name: Benjamin Counts  
Title: V.P.

STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August 2025 by Benjamin Counts, VP of Gradeworks LLC, on behalf of the corporation. He (she) is  personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Lacey Martin  
Comm.: HH 565846  
Expires: Jun. 26, 2028  
Notary Public - State of Florida

[Signature]  
Notary Public Signature

Lacey Martin  
(Name typed, printed or stamped)  
My Commission Expires: 6/26/28

**PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 10.00,

hereby waives and releases its lien and right to claim for labor, services, or materials

furnished through July 31<sup>st</sup>, 2025,

to Hughes Brothers Construction Inc.,

on the job of Hammock Oaks PH 2B & 2C Mass Grade,

to the following property:

Hammock Oaks Phase 2B & 2C Mass Grade A Parcel of Land Located in Sections 19 & 30 Twp 18S Rg 24E (See Attached Legal) Lady Lake (Lake Co) FL.

This waiver and release do not cover any retention of labor, services, or materials furnished after the date specified.

Dated on: August 26, 20 25.

Lienor: WBE Environmental, Inc.

Address: P.O. Box 740215 Orange City, FL 32774

By: *Claudio Pastore*

Name: Claudio Pastore

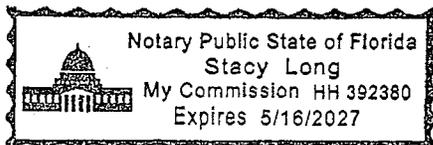
Title: Southeast Regional Manager

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 26th day of August 2025 by Claudio Pastore, Southeast Regional Manager of WBE Environmental, Inc, on behalf of the corporation. He (she) is  personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



*Stacy Long*  
Notary Public Signature

Stacy Long  
(Name typed, printed or stamped)  
My Commission Expires: May 16, 2027

# KOLTER

## Check Request

SK Hammock Oaks

Vendor Name **Hughes Brothers Construction, Inc.**  
Vendor Code **HUBRCO**  
Invoice # **3688/APP5**  
Invoice Date **9/30/2025**  
APPLY TO PO # **3688**  
Special Handling Instructions

Additional Information

Division	PO #	Job Cost Code	Amount This Period	Retainage	Amount Due
4285			\$ 4,900.00	\$ 245.00	\$ 4,655.00
Total This Draw			<u>\$ 4,900.00</u>	<u>\$ 245.00</u>	<u>\$ 4,655.00</u>

**PAY THIS  
AMOUNT**

Prepared by: Gabriella Chappa

Date: 10/15/25

Approved by: Stephanie Vaughn

<b>Paid</b>				
	<b>Payment Amount</b>	<b>LandDev Retention</b>	<b>Total Retention</b>	<b>Total Payment</b>
<b>App #1</b>	213,107.85	10,655.39	10,655.39	202,452.46
<b>App #2</b>	66,330.00	3,316.50	3,316.50	63,013.50
<b>App #3</b>	251,745.55	12,587.28	12,587.28	239,158.27
<b>App #4</b>	190,916.60	9,545.83	9,545.83	181,370.77
<b>App #5</b>	4,900.00	245.00	245.00	4,655.00
	<b>727,000.00</b>	<b>36,350.00</b>	<b>36,350.00</b>	<b>690,650.00</b>

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$ 4,655.00,  
hereby waives and releases its lien and right to claim for labor, services, or materials  
furnished through September 30<sup>th</sup>, 2025,

to SK Hammock Oaks LLC.,

on the job of Hammock Oaks PH 2B 2C Mass Grade.

to the following property:

Hammock Oaks Phase 2B & 2C Mass Grade A Parcel of Land Located in Sections 19 & 30 Twp 18S Rg  
24E (See Attached Legal) Lade Lake (Lake Co) FL

This waiver and release does not cover any retention of labor, services, or materials furnished after the  
date specified.

Dated on: September 25, 2025.

Lienor: Hughes Brothers Construction, Inc.

Address: 948 Walker Rd Wildwood, FL 34785

By: 

Name: Chad Hughes

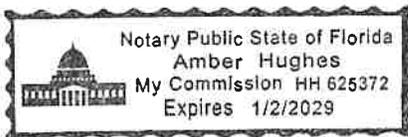
Title: President

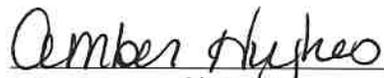
STATE OF Florida

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25 day of  
September 2025 by Chad Hughes, president of  
HBC, Inc., on behalf of the corporation. He (she) is  personally known to me  
or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



  
Notary Public Signature

Amber Hughes  
(Name typed, printed or stamped)  
My Commission Expires: 1/2/2029

**APPLICATION AND CERTIFICATE FOR PAYMENT**

<b>TO OWNER:</b> SK Hammock Oaks LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637 Attn: Stephanie Vaughn	<b>PROJECT:</b> HAMMOCK OAKS PH2B 2C MASS GRADE 2025-085-1 PO #3688	<b>APPLICATION NO.:</b> 5 <b>APPLICATION DATE:</b> 9/25/2025  <b>PAY PERIOD:</b> 9/1/25 - 9/30/25  <b>CONTRACT DATE:</b> 4/21/2025	<b>DISTRIBUTION TO:</b> <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> CONTRACTOR
--	--	---	---

<b>FROM CONTRACTOR:</b> Hughes Brothers Construction, Inc. 948 Walker Rd. Wildwood, Florida 34785 352-399-6829	<b>VIA ENGINEER:</b> CHW 11801 Research Drive Alachua, FL 32615 352-331-1876
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**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the contract.  
 Continuation sheets, as applicable, are attached.

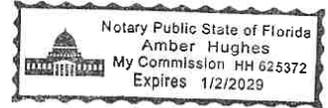
1. ORIGINAL CONTRACT SUM .....	\$	818,564.50
2. Net change by Change Orders (1 Total to Date) .....	\$	(3,825.00)
3. Contract Sum To Date (line 1+2) .....	\$	814,739.50
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	727,000.00
<small>(Column G on individual sheets)</small>		
5. RETAINAGE:		
a. 5% of completed work .....	\$	36,350.00
b. Retainage released to date .....	\$	-
c. Net retainage held to date .....	\$	36,350.00
6. TOTAL EARNED LESS RETAINAGE .....	\$	690,650.00
<small>( Line 4 less Line 5 Total )</small>		
7. LESS PREVIOUS PAYMENTS .....	\$	685,995.00
<small>(Line 6 from prior Application )</small>		
8. CURRENT PAYMENT DUE .....	\$	4,655.00
9. BALANCE TO FINISH, INCL. RETAINAGE .....	\$	124,089.50
<small>(Line 3 less Line 6 )</small>		

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	\$ -	\$ -
Total approved this month	\$ -	\$ (3,825.00)
<b>TOTALS</b>	\$ -	\$ (3,825.00)
<b>NET CHANGES by Change Order</b>	\$	(3,825.00)

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Hughes Brothers Construction, Inc.  
 By: [Signature] Date: 9/25/25  
, Project Manager

State of : FLORIDA  
 County of : SUMTER  
 Subscribed and sworn to before me  
 this 25 day of September 2025



Notary Public: Amber Hughes  
 My Commission expires: 1/2/2029

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

**AMOUNT CERTIFIED** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this

application and on the Continuation Sheet that are changed to conform to the amount certified.)  
**Engineer :** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SCHEDULE OF VALUES**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
<b>GENERAL CONDITIONS</b>												
1000	MOBILIZATION	1.00	LS	\$ 9,500.00	\$ 9,500.00	0.8	\$ 7,600.00	0	\$ -	0.8	\$ 7,600.00	80.00%
1010	SURVEY & LAYOUT	1.00	LS	\$ 11,500.00	\$ 11,500.00	1	\$ 11,500.00	0	\$ -	1	\$ 11,500.00	100.00%
1020	AS-BUILTS	1.00	LS	\$ 3,850.00	\$ 3,850.00	0	\$ -	1	\$ 3,850.00	1	\$ 3,850.00	100.00%
1030	NPDES MONITORING & MAINTENANCE	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.65	\$ 3,900.00	0.2	\$ 1,050.00	0.825	\$ 4,950.00	82.50%
1040	SILT FENCE	7,410.00	LF	\$ 2.05	\$ 15,190.50	7410	\$ 15,190.50	0	\$ -	7410	\$ 15,190.50	100.00%
1050	CONSTRUCTION ENTRANCE	2.00	EA	\$ 4,985.00	\$ 9,970.00	2	\$ 9,970.00	0	\$ -	2	\$ 9,970.00	100.00%
1060	TREE PROTECTION	1.00	LS	\$ 12,600.00	\$ 12,600.00	0	\$ -	1	\$ 12,600.00	1	\$ 12,600.00	100.00%
1070	<b>TOTAL GENERAL CONDITIONS</b>				<b>\$ 68,610.50</b>		<b>\$ 48,180.50</b>		<b>\$ 17,500.00</b>		<b>\$ 65,680.50</b>	
<b>EARTHWORK</b>												
1080	CLEARING & GRUBBING	21.00	AC	\$ 3,450.00	\$ 72,450.00	21	\$ 72,450.00	0	\$ -	21	\$ 72,450.00	100.00%
1090	SITE EXCAVATION (CUT/FILL/BALANCE)	27,625.00	CY	\$ 3.55	\$ 98,068.75	27625	\$ 98,068.75	0	\$ -	27625	\$ 98,068.75	100.00%
1100	SAND STRIP CLAY AREAS	37,510.00	CY	\$ 3.55	\$ 133,160.50	37510	\$ 133,160.50	0	\$ -	37510	\$ 133,160.50	100.00%
1110	ADDITIONAL CLAY EXCAVATION	23,465.00	CY	\$ 3.55	\$ 83,300.75	23465	\$ 83,300.75	0	\$ -	23465	\$ 83,300.75	100.00%
1120	SAND CAP CLAY AREAS	37,510.00	CY	\$ 3.55	\$ 133,160.50	37510	\$ 133,160.50	0	\$ -	37510	\$ 133,160.50	100.00%
1130	IMPORT PLACE & COMPACT FILL FROM HO COMM SITE	28,750.00	CY	\$ 5.35	\$ 143,112.50	28750	\$ 143,112.50	0	\$ -	28750	\$ 143,112.50	100.00%
1140	FINE GRADE DISTURBED AREAS	22,530.00	SY	\$ 0.50	\$ 11,265.00	11265	\$ 5,632.50	0	\$ -	11265	\$ 5,632.50	50.00%
1150	FINE GRADE DRA	5,845.00	SY	\$ 0.70	\$ 4,091.50	3322.5	\$ 2,325.75	0	\$ -	3322.5	\$ 2,325.75	50.00%
1160	FINE GRADE SLOPES/SWALES	7,795.00	SY	\$ 0.70	\$ 5,456.50	3897.5	\$ 2,728.25	0	\$ -	3897.5	\$ 2,728.25	50.00%
1170	<b>TOTAL EARTHWORK</b>				<b>\$ 684,626.00</b>		<b>\$ 673,939.50</b>		<b>\$ -</b>		<b>\$ 673,939.50</b>	
<b>GRASSING</b>												
1180	SOD SLOPES, SWALES & DRA SIDESLOPES	14,440.00	SY	\$ 3.90	\$ 56,316.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1190	SEED & MULCH DISTURBED AREAS	22,530.00	SY	\$ 0.40	\$ 9,012.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1200	<b>TOTAL GRASSING</b>				<b>\$ 65,328.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
	<b>TOTAL HAMMOCK OAKS PHASE 2B 2C MASS GRADE</b>				<b>\$ 818,564.50</b>		<b>\$ 722,100.00</b>		<b>\$ 17,600.00</b>		<b>\$ 739,600.00</b>	
<b>CHANGE ORDERS</b>												
<b>CHANGE ORDER #1</b>												
<b>GENERAL CONDITIONS</b>												
1060	TREE PROTECTION	-1.00	LS	\$ 12,600.00	\$ (12,600.00)	0	\$ -	-1	\$ (12,600.00)	-1	\$ (12,600.00)	100.00%
	<b>SUBTOTAL GENERAL CONDITIONS</b>				<b>\$ (12,600.00)</b>		<b>\$ -</b>		<b>\$ (12,600.00)</b>		<b>\$ (12,600.00)</b>	
<b>EARTHWORK</b>												
1140	FINE GRADE DISTURBED AREAS	6,870.00	SY	\$ 0.50	\$ 3,435.00	0	\$ -	0	\$ -	0	\$ -	0.00%
NEW	FINE GRADE POND BOTTOMS	2,880.00	SY	\$ 0.50	\$ 1,440.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	<b>SUBTOTAL EARTHWORK</b>				<b>\$ 4,875.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	

Project: Hammock Oaks PH2B 2C Mass Grade  
 Date: 9/25/25

**SCHEDULE OF VALUES**

PAY REQUEST #5

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
	<b>GRASSING</b>											
1190	SEED & MULCH DISTURBED AREAS	6,870.00	SY	\$ 0.40	\$ 2,748.00	0	\$ -	0	\$ -	0	\$ -	0.00%
NEW	SEED & MULCH POND BOTTOMS	2,880.00	SY	\$ 0.40	\$ 1,152.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	<b>SUBTOTAL GRASSING</b>				<b>\$ 3,900.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
	<b>TOTAL CHANGE ORDER #1</b>				<b>\$ (3,825.00)</b>		<b>\$ -</b>		<b>\$ (12,600.00)</b>		<b>\$ (12,600.00)</b>	
	<b>TOTAL CHANGE ORDERS</b>				<b>\$ (3,825.00)</b>		<b>\$ -</b>		<b>\$ (12,600.00)</b>		<b>\$ (12,600.00)</b>	
	<b>GRAND TOTAL HAMMOCK OAKS PHASE 2B 2C MASS GRADE</b>				<b>\$ 814,739.50</b>		<b>\$ 722,100.00</b>		<b>\$ 4,900.00</b>		<b>\$ 727,000.00</b>	

HUGHES BROTHERS CONSTRUCTION, INC.  
 946 Walker Road  
 Wildwood, FL 34785

# Tab 5

# KOLTERLAND

## Contractor Agreement

<b>Effective Date:</b>	<del>May 21, 2025</del> June 30, 2025		
<b>Owner:</b>	<b>Full Legal Company Name: SK Hammock Oaks LLC</b>		
	<b>Address: 14025 Riveredge Drive, Suite 175</b>		<b>Phone: 813-615-1244</b>
	<b>City: Tampa</b>		<b>Fax: 813-615-1461</b>
	<b>State: FL</b>	<b>Zip: 33637</b>	<b>Email: svaughn@brookfieldkolter.com</b>
	<b>Authorized Representative: Stephanie Vaughn</b>		<b>Cell Phone: 352-427-1263</b>
<b>Contractor:</b>	<b>Full Legal Company Name: Hughes Brothers Construction, Inc.</b>		
	Vendor Number: Click here to enter text.		
	Contractor State License No.: Click here to enter text.		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: 30-0715911		
	<b>Address: 948 Walker Road</b>		<b>Phone: 352-399-6829</b>
	<b>City: Wildwood</b>		<b>Fax: 352-399-6830</b>
	<b>State: Florida</b>	<b>Zip: 34785</b>	<b>Email: Click here to enter text.</b>
	<b>Authorized Representative: Hunter Carter</b>		<b>Cell Phone: Click here to enter text.</b>
<b>Project:</b>	Hammock Oaks – Ph 2B/2C Infrastructure		
<b>Project HOA Entity:</b>	Full Legal Company Name: Click here to enter text.		
<b>Project Location:</b>	<b>County: Lake</b>	<b>State: Florida</b>	<b>Zip: Click here to enter text.</b>

**CONTRACTOR shall comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to anti-bribery and anti-corruption, including without limitation the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010, each as amended (the “Relevant Requirements”). At any time when requested by the Owner, Contractor shall certify in writing that Contractor is and at all times has been in compliance with all Relevant Requirements. The Owner may terminate this Agreement immediately by giving written notice to Contract if Contractor is, or Owner reasonably suspects that Contractor, is not in compliance with the Relevant Requirements.**

- Parties; Effective Date.** This Contractor Agreement (“Agreement”) is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. For the purposes of this Agreement, “Affiliate” means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition “control” (including, with correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the “Parties”.

Purpose of Agreement.

- 1.1 This Agreement sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the "Work") to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the "Materials and Labor") included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.
- 1.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. Agreement Documents.

- 2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b); Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "Agreement Documents"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Trade Specific Scope of Work; Exhibit B – General Conditions; Exhibit C – Site Safety Rules; Exhibit D – Emergency Action Plan; Exhibit E – Insurance Requirements;; Exhibit F – Partial Waiver & Release of Lien; and Exhibit G – Final Waiver & Release of Lien.

- 2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**

3. Ordering Process.

- 3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.
- 3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner)

identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "Contractor's Agents"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "Applicable Laws"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply. Nothing herein shall be deemed to be a waiver or modification of the Owner's implied warranty of constructability of the Specifications and related documents and information for the Project.

- 3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 3.4 During the term of this Agreement, Owner may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- 3.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.
4. **Initiation of Work.**
- 4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.
- 4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. All permits required for Contractor to perform Work shall be paid for by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.

- 4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.
- 4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:
- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
  - (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
  - (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
  - (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
  - (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.
- 4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

## **5. Performance and Progress of Work.**

- 5.1 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised

Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

- 5.2 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- 5.3 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.
- 5.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.
- 5.5 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. Notwithstanding anything herein to the contrary, if Contractor's purchase of materials or equipment is delayed because of: (1) delayed commencement for any reason

whatsoever; (2) acts or omissions of the Owner or engineer; (3) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the Contract Time; (4) hazardous materials, concealed or unknown conditions; (5) delays pending dispute resolution or suspension of the Work by the Owner; (6) Force Majeure Events (as defined below); (7) or for any reason beyond the Contractor's control, the Owner shall modify the Contract increasing the Contract Sum in the amount commensurate with any actual, direct, and documented increase in material costs, dollar for dollar, because of such delays or events. The Contractor's fee shall not be increased because of such cost increases.

Notwithstanding anything in the Agreement to the contrary, the term "Force Majeure Event" means, without limitation, an act of God, fire, tornado, hurricane, flood, earthquake, explosion, war, act of terrorism, civil disturbance, labor strikes, an unusually severe storm, government shutdown or interference, pandemic, endemic, epidemic, or any other unavoidable casualty beyond the Contractor's control

The Contractor estimated the Contract Sum on the material costs at the time of negotiation and/or its submission of the bid/proposal. Because the Work may not commence immediately and the materials may not be ordered for months, the Contractor cannot predict or estimate increases in the cost of materials that may occur prior to commencement or during the progress of the Work. If the cost of materials for any scheduled item of Work increases, Contractor shall notify Owner and provide documentation supporting the price increase in materials, and the Owner shall modify the Contract increasing the Contract Sum in the amount commensurate with any actual, direct, and documented increase in material costs, dollar for dollar. The Contractor's fee shall not be increased because of such cost increases.

5.6 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. Subject to Section 5.5, the giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.

5.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.

5.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction

Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. Subject to Section 5.5, however, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

- (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

5.9 Should Contractor fail to perform any of its obligations as provided in this Section 6, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

- (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$500.00 per day.
- (b) Should Contractor fail to perform as outlined in this section 6, the Liquidated Damage Amount shall be \$500.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

## 6. **Receipt and Protection of Materials; Protection of Work.**

- 6.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.
- 6.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.
- 6.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.

- 6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.
- 6.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.
- 6.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.
- 7. Quality, Inspection and Correction of Work.**
- 7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.
- 7.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.
- 7.3 Contractor shall promptly correct all Work which Owner, in its reasonable discretion, deems to be deficient or defective, and failing to conform to this Agreement and Contract, and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.
- 7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.
- 8. Labor Matters.**

- 8.1** In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.
- 8.2** Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3** Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

**9. General Environmental Compliance**

- 9.1** Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- 9.2** Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- 9.3** Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 9.4** Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 9.5** Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.

9.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

**10. Storm Water Management.**

10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all

times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

**10.5** Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.

**10.6** Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 10.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 10.1.

## **11. Liens/Waiver of Liens**

**11.1** Provided the Owner has paid Contractor on account of its Work, Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.

**11.2** Failure to comply with the requirements of Section 11.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed and the Costs thereof shall become immediately due and payable by Contractor to Owner.

**11.3** INTENTIONALLY OMITTED.

**11.4** If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper,

Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

- 11.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
- (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.
- (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

#### **Warranties; Warranty Work and Performance Standards.**

- 11.7 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all of this Agreement and Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 11.8 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 11.9 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 72 hours after notice to do so, or within 24 hours after notice in the event of any emergency. Owner, in its reasonable discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been

permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

- 11.10** If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.
- 12. Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.
- 13. Relationship Management.**
- 13.1** Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.
- 13.2** Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.
- 13.3** Contractor shall maintain electronic communications with Owner via e-mail .
- 13.4** Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.
- 13.5** Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

13.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

**14. Goals, Continuous Improvement and Quality.**

14.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.

14.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.

14.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

**15. Prices and Payment.**

15.1 Contractor will perform Work at the Work Prices. Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner.

15.2 Owner shall designate the methodology for payment to Contractor:

- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof.
- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
- (c) The Owner is entitled to retain five percent (5%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contractor at the time of final payment.

- 15.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.
- 15.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 15.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 15.6 In the event Contractor fails to perform its Work in accordance with this Agreement, Owner shall, subject to the notice to cure and commence to cure provisions here, have the right to stop payments on account of affected Work only until such time as Owner can reasonably ascertain its damages and Costs resulting therefrom, at which time Owner is authorized to deduct all reasonable Costs related thereto from any monies owed Contractor under this Agreement. In no event shall Owner be entitled to withhold any undisputed payments due to Contractor, nor shall Contractor stop work on account of nonpayment of a disputed amount.
- 15.7 INTENTIONALLY OMITTED.
- 15.8 INTENTIONALLY OMITTED.
- 15.9 It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.
- 15.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 15.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 15.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set

forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.

- 15.13 Any and all claims for time or money must be presented to Owner, in writing, within 10 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 10 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 15.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 15.15 INTENTIONALLY OMITTED.
- 15.16 Contractor and Owner waive against the other any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits, and loss of bonding capacity.
16. **Inspections and Reviews.** Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.
17. **Indemnification.**

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship (including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made

against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

- 17.1** Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 17.2** In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 17.3** The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

- 18. Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days before starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.

**18.1 Insurance and Indemnity of Contractor's Agent(s).**

- (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
- (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver

shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

**18.2** Miscellaneous Insurance Provisions.

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

**18.3** Compliance with this Section.

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.

**19. Confidentiality.** During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

**20. Term and Termination.**

**20.1** This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

- 20.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.
- 20.3 Owner shall have the right to terminate this Agreement with or without cause, subject to the cure and commence to cure notices contemplated herein. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.
- 20.4 In the event that Owner terminates this Agreement for cause, Owner may, after giving Contractor notice of default and 48 hours within which to commence to cure, have the right to exercise any one or more of the following remedies:
- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
  - (b) Owner may deduct the costs of completing the remaining work from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;
  - (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, all direct damages, any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder, Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default;
  - (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
  - (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.

- 20.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 20.6 If Contractor neglects to perform the Work in accordance with the Agreement and fails within 48 hours from the date of written notice from Owner to commence to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- 20.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.
- 20.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.
21. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner or Contractor be liable to the other in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential (except that Contractor may be liable for liquidated damages hereunder), incidental or punitive damages, even if the other has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.
22. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
23. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
24. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
25. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release,

public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.

**26. General Terms.**

- 26.1** Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due. No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
- 26.2** Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 26.3** All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 26.4** The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 26.5** This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.
- 26.6** Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 26.7** Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 26.8** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 26.9** Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.

**26.10** Neither party may assign this Agreement, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**26.11 FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**

**26.12 Choice of Law, Arbitration and Venue**

- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
- b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
- c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.
- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
- e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO

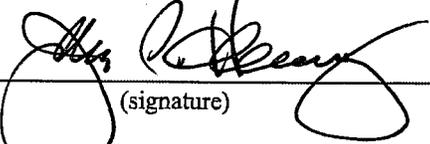
A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.

- h) Discovery in any arbitration hereunder shall be limited to the following:
- i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
  - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
  - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
  - iv. The deposition of any experts that intend to testify at the arbitration hearing;
  - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
  - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
  - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

[Signature Page Follows]

**AGREED AND ACCEPTED:**

**Owner: SK Hammock Oaks LLC**

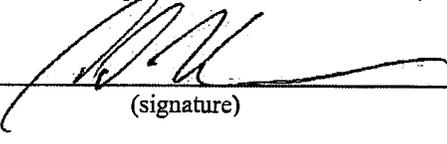
By:  \_\_\_\_\_  
(signature)

Name: James P. Harvey  
(printed)

Title: Authorized Signatory

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

**Contractor: Hughes Brothers Construction, Inc.**

By:  \_\_\_\_\_  
(signature)

Name: Chad Hughes  
(printed)

Title: President

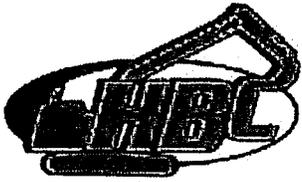
Date: 6/30/25

**Exhibit A**

**TRADE SPECIFIC SCOPE OF WORK**

SEE ATTACHED.

# Hammock Oaks Ph 2B Infrastructure



## Hughes Brothers Construction, Inc.

948 Walker Road  
Wildwood, FL 34785

Contact: Hunter Carter  
Phone: 352-399-6829  
Fax: 352-399-6830

Quote To: Kolter Land  
Attn: Stephanie Vaughn  
Phone: (352) 427-1263  
Fax:  
Date: 4/17/2025

Job Name: Hammock Oaks Ph 2B Infr.  
Date of Plans: 07/18/2023  
Revision Date:

Bid# 2025-085

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Mobilization	1.00	LS	8,000.00	8,000.00
1010	Survey & Layout	1.00	LS	33,000.00	33,000.00
1020	As-Builts	1.00	LS	11,500.00	11,500.00
1030	NPDES Monitoring & Maintenance	1.00	LS	8,500.00	8,500.00
1040	Inlet Protection	10.00	EA	135.00	1,350.00
1050	<b>TOTAL GENERAL CONDITIONS</b>				<b>62,350.00</b>
1060	Fine Grade Building Pads	260,790.00	SF	0.45	117,355.50
1070	Fine Grade ROW	5,040.00	SY	0.65	3,276.00
1080	<b>TOTAL EARTHWORK</b>				<b>120,631.50</b>
1090	Sod Entire ROW	5,040.00	SY	3.90	19,656.00
1100	Seed & Mulch Building Pads	28,975.00	SY	0.40	11,590.00
1110	<b>TOTAL GRASSING</b>				<b>31,246.00</b>
1120	Retaining Wall	12,500.00	SF	33.30	416,250.00
1130	Handrails (Black Aluminum)	1,450.00	LF	86.75	125,787.50
1140	<b>TOTAL RETAINING WALL</b>				<b>542,037.50</b>
1150	1" SP-9.5 Asphalt (Top Lift)	4,605.00	SY	14.00	64,470.00
1160	1" SP-9.5 Asphalt (Bottom Lift)	4,605.00	SY	13.75	63,318.75
1170	8" Limerock Base Course	4,605.00	SY	20.00	92,100.00
1180	12" Stabilized Subgrade	5,990.00	SY	10.75	64,392.50
1190	Concrete Apron	1,085.00	SF	10.90	11,826.50
1200	Concrete Sidewalk (Common Areas Only)	5,170.00	SF	8.55	44,203.50
1210	ADA Handicap Ramp	6.00	EA	1,500.00	9,000.00
1220	Type Miami Curb	2,520.00	LF	24.90	62,748.00
1230	Type F Curb	1,465.00	LF	27.60	40,434.00
1240	Striping & Signage	1.00	LS	11,665.00	11,665.00
1250	<b>TOTAL ROADWAY</b>				<b>464,158.25</b>
1260	Connect to Existing	4.00	EA	2,215.00	8,860.00
1270	15" HDPE	80.00	LF	51.20	4,096.00
1280	18" HDPE	200.00	LF	54.90	10,980.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1290	24" HDPE	140.00	LF	79.85	11,179.00
1300	30" HDPE	120.00	LF	114.15	13,698.00
1310	18" MES	1.00	EA	2,025.00	2,025.00
1320	24" MES	1.00	EA	2,425.00	2,425.00
1330	Type P-3 Curb Inlet	6.00	EA	8,510.00	51,060.00
1340	Type P-4 Curb Inlet	4.00	EA	8,510.00	34,040.00
1350	Type P Manhole	1.00	EA	4,510.00	4,510.00
1360	Testing	540.00	LF	7.50	4,050.00
<b>1370</b>	<b>TOTAL STORM</b>				<b>146,923.00</b>
1380	Connect to Existing	3.00	EA	2,215.00	6,645.00
1390	8" Sanitary Sewer (6'-8')	30.00	LF	43.25	1,297.50
1400	8" Sanitary Sewer (8'-10')	60.00	LF	48.00	2,880.00
1410	8" Sanitary Sewer (10'-12')	640.00	LF	54.65	34,976.00
1420	8" Sanitary Sewer (12'-14')	370.00	LF	64.65	23,920.50
1430	8" Sanitary Sewer (14'-16')	610.00	LF	79.10	48,251.00
1440	8" Sanitary Sewer (16'-18')	240.00	LF	95.20	22,848.00
1450	8" Sanitary Sewer (18'-20')	40.00	LF	106.70	4,268.00
1460	Sanitary Manhole (6'-8')	1.00	EA	6,225.00	6,225.00
1470	Sanitary Manhole (10'-12')	3.00	EA	8,345.00	25,035.00
1480	Sanitary Manhole (12'-14')	1.00	EA	9,920.00	9,920.00
1490	Sanitary Manhole (14'-16')	3.00	EA	11,145.00	33,435.00
1500	Sanitary Manhole (18'-20')	1.00	EA	15,635.00	15,635.00
1510	Single Service	34.00	EA	1,220.00	41,480.00
1520	Double Service	42.00	EA	1,705.00	71,610.00
1530	Testing	1,990.00	LF	7.50	14,925.00
<b>1540</b>	<b>TOTAL SEWER</b>				<b>363,351.00</b>
1550	Connect to Existing	4.00	EA	1,450.00	5,800.00
1560	Temporary Jumper	4.00	EA	3,115.00	12,460.00
1570	8" PVC Watermain	2,120.00	LF	43.70	92,644.00
1580	8" Gate Valve	12.00	EA	2,675.00	32,100.00
1590	Fittings	1.00	LS	20,500.00	20,500.00
1600	Single Service (Meter by Others)	10.00	EA	1,515.00	15,150.00
1610	Double Service (Meter by Others)	54.00	EA	2,315.00	125,010.00
1620	Blow-Off Assembly	3.00	EA	2,235.00	6,705.00
1630	Fire Hydrant Assembly	4.00	EA	8,685.00	34,740.00
1640	Testing	2,120.00	LF	4.75	10,070.00
<b>1650</b>	<b>TOTAL WATERMAIN</b>				<b>355,179.00</b>
1660	Connect to Existing	4.00	EA	1,450.00	5,800.00
1670	6" PVC Reclaim	2,040.00	LF	35.15	71,706.00
1680	6" Gate Valve	12.00	EA	1,955.00	23,460.00
1690	Fittings	1.00	LS	14,885.00	14,885.00
1700	Single Service (Meter by Others)	10.00	EA	1,515.00	15,150.00
1710	Double Service (Meter by Others)	54.00	EA	2,315.00	125,010.00
1720	Blow-Off Assembly	3.00	EA	2,235.00	6,705.00
1730	Testing	2,040.00	LF	2.55	5,202.00
<b>1740</b>	<b>TOTAL RECLAIM</b>				<b>267,918.00</b>

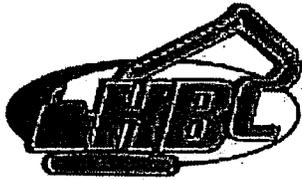
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>GRAND TOTAL</b>					<b>\$2,353,794.25</b>

**NOTES:**

Bid Qualifications:

1. This proposal is valid no more than 15 days from bid due date.
2. Due to the current landscape of the utility market, all underground utility pricing is subject to change and will be priced at time of shipping.
3. This proposal is based on Engineered plans provided by CHW Professional Consultants dated July 18th, 2023.
4. Proposal includes one mobilization. If additional mobilizations are required due to situations outside of HBC's control additional costs may occur.
5. Permits, bonds and fees are excluded.
6. Construction layout is included for HBC scope of work only. Staking of utilities including power, telecommunications, gas, and irrigation is excluded.
7. Certified as-builts included for HBC scope of work only. Record drawings are by others and excluded.
8. Density testing is Excluded.
9. Clearing is excluded.
10. Topo to be field verified before breaking ground.
11. Dewatering included for HBC scope of work only. Unforeseen circumstances such as springs, wells, extreme weather conditions, acts of God and any other conditions that were not readily apparent at time of proposal are excluded. Temporary holding ponds, settling basins, and chemical testing of discharge water are excluded.
12. Proposal is based on all on-site excavating materials being suitable for use in site fills. Any additional Undercutting is not included in this proposal.
13. Unsuited, contaminated, muck, or hazardous material removal and/or replacement is excluded.
14. Dust control included in earthwork operations consists of one water truck while earthwork crew is onsite. Additional dust control required in addition to one truck is excluded.
15. Retaining wall is priced as standard grey segmental retaining wall w/ standard commercial black aluminum handrail. Pricing is subject to approved engineering plans.
16. HBC is not responsible for the cleanup and/or disposal of waste generated by any subcontractor not contracted by HBC.
17. Proposal includes fine grading ROW one time only. Regrading due to utility installation not included within HBC's contract scope is excluded.
18. Sidewalk is for Open Tracts Only.
19. Sodding quantity included is based upon attached exhibit and includes pond slopes, site slopes 4:1 and greater, swales, etc. Any sodding beyond the limits of the attached exhibit is excluded.
20. Conduit crossings are excluded.
21. Irrigation, landscaping, fencing (including any privacy fencing or walls) and hardscaping are excluded.
22. Well abandonment is excluded.
23. Existing Electric Utility Line Removal is Excluded
24. Demolition Line Item does not include any Permit Fees, Asbestos Survey, or Asbestos Abatement.
25. This proposal is furnished as a complete scope of work as defined above and shall be contracted to HBC in its entirety. Individual line items shall not be removed without prior authorization of HBC. Items not defined in this proposal shall be considered excluded.
- ~~26. Payment terms shall be per the Contract agreement or no later than 30 days after issuance of HBC invoice.~~
27. Asphalt prices are based upon the FDOT Bituminous Average Price Index and have been projected utilizing current index pricing and historical pricing trends. Due to the volatility of market pricing, prices are not guaranteed and are subject to adjustment prior to commencement of applicable work. If the cost of liquid bituminous increases by greater than 5% then the owner/contractor shall make adjustments to the contract based on the amount of actual, documented increases.
28. Offroad diesel fuel is incorporated and unit pricing guaranteed up to a rate of \$4.50/GAL including taxes & fees. Due to the volatility of market pricing, prices are not guaranteed over the rate of \$4.50/GAL. If the cost of offroad diesel fuel increases above this rate then the owner/contractor shall make adjustments to the contract based on the amount of actual, documented increases.
29. HBC warrants all installation and workmanship for the above-referenced project in accordance with the plans, specifications, and other relevant documents for a period of one year from date of final completion. This warranty excludes normal wear and tear, product abuse/misuse, material defects, alterations of any kind performed by persons other than HBC, and damage resulting from vandalism and acts of God.
30. Storm Pipe is quoted as HP HDPE Pipe.
31. All Potable Water and Reclaim Water meters for all services are excluded and to be provided by the Builder.

# Hammock Oaks Ph 2C Infrastructure



## Hughes Brothers Construction, Inc.

948 Walker Road  
Wildwood, FL 34785

Contact: Hunter Carter  
Phone: 352-399-6829  
Fax: 352-399-6830

Quote To: Kolter Land  
Attn: Stephanie Vaughn  
Phone: (352) 427-1263  
Fax:  
Date: 4/17/2025

Job Name: Hammock Oaks Ph 2C  
Date of Plans: 6/23/2023  
Revision Date:

Bid# 2025-086

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Mobilization	1.00	LS	8,000.00	8,000.00
1010	Survey & Layout	1.00	LS	27,600.00	27,600.00
1020	As-Builts	1.00	LS	9,600.00	9,600.00
1030	NPDES Monitoring & Maintenance	1.00	LS	8,500.00	8,500.00
1040	Inlet Protection	6.00	EA	135.00	810.00
1070	<b>TOTAL GENERAL CONDITIONS</b>				<b>54,510.00</b>
1090	Fine Grade Building Pads	169,175.00	SF	0.45	76,128.75
1110	Fine Grade ROW	3,935.00	SY	0.65	2,557.75
1140	<b>TOTAL EARTHWORK</b>				<b>78,686.50</b>
1150	Sod Entire ROW	3,935.00	SY	3.90	15,346.50
1180	Seed & Mulch Building Pads	18,800.00	SY	0.40	7,520.00
1190	<b>TOTAL GRASSING</b>				<b>22,866.50</b>
1200	Retaining Wall	10,405.00	SF	35.20	366,256.00
1210	Handrails (Black Aluminum)	1,615.00	LF	86.75	140,101.25
1220	<b>TOTAL RETAINING WALL</b>				<b>506,357.25</b>
1230	1" SP-9.5 Asphalt (Top Lift)	4,080.00	SY	14.00	57,120.00
1235	1" SP-9.5 Asphalt (Bottom Lift)	4,080.00	SY	13.75	56,100.00
1240	8" Limerock Base Course	4,080.00	SY	20.00	81,600.00
1250	12" Stabilized Subgrade	5,305.00	SY	10.75	57,028.75
1260	Concrete Sidewalk (Common Areas Only)	13,030.00	SF	8.55	111,406.50
1270	ADA Handicap Ramp	3.00	EA	1,500.00	4,500.00
1280	Type Miami Curb	1,470.00	LF	24.90	36,603.00
1290	Type F Curb	2,090.00	LF	27.60	57,684.00
1300	Striping & Signage	1.00	LS	9,500.00	9,500.00
1310	<b>TOTAL ROADWAY</b>				<b>471,542.25</b>
1320	Connect to Existing	2.00	EA	2,215.00	4,430.00
1330	18" HDPE	600.00	LF	54.90	32,940.00
1340	30" HDPE	160.00	LF	114.15	18,264.00
1350	18" MES	4.00	EA	2,025.00	8,100.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1360	30" MES	1.00	EA	4,335.00	4,335.00
1370	Type P-3 Curb Inlet	4.00	EA	8,510.00	34,040.00
1380	Type P-4 Curb Inlet	2.00	EA	8,510.00	17,020.00
1390	Type P Manhole	2.00	EA	4,510.00	9,020.00
1400	Testing	760.00	LF	7.50	5,700.00
1410	<b>TOTAL STORM</b>				<b>133,849.00</b>
1420	Connect to Existing	5.00	EA	2,215.00	11,075.00
1430	8" Sanitary Sewer (8'-10')	120.00	LF	48.00	5,760.00
1440	8" Sanitary Sewer (10'-12')	400.00	LF	54.65	21,860.00
1450	8" Sanitary Sewer (12'-14')	360.00	LF	64.65	23,274.00
1460	8" Sanitary Sewer (14'-16')	310.00	LF	79.10	24,521.00
1470	8" Sanitary Sewer (16'-18')	110.00	LF	95.20	10,472.00
1480	8" Sanitary Sewer (18'-20')	70.00	LF	106.70	7,469.00
1490	Sanitary Manhole (8'-10')	2.00	EA	7,165.00	14,330.00
1500	Sanitary Manhole (10'-12')	1.00	EA	8,345.00	8,345.00
1510	Sanitary Manhole (14'-16')	2.00	EA	11,145.00	22,290.00
1520	Sanitary Manhole (16'-18')	1.00	EA	13,745.00	13,745.00
1530	Single Service	4.00	EA	1,220.00	4,880.00
1540	Double Service	19.00	EA	1,705.00	32,395.00
1550	Testing	1,370.00	LF	7.50	10,275.00
1560	<b>TOTAL SEWER</b>				<b>210,691.00</b>
1570	Connect to Existing	4.00	EA	1,450.00	5,800.00
1580	Temporary Jumper	4.00	EA	3,115.00	12,460.00
1590	8" PVC Watermain	2,000.00	LF	43.70	87,400.00
1600	8" Gate Valve	6.00	EA	2,675.00	16,050.00
1610	Fittings	1.00	LS	7,900.00	7,900.00
1620	Double Service (Meter by Others)	21.00	EA	2,315.00	48,615.00
1630	Blow-Off Assembly	1.00	EA	2,235.00	2,235.00
1640	Fire Hydrant Assembly	4.00	EA	8,685.00	34,740.00
1650	Testing	2,000.00	LF	4.75	9,500.00
1660	<b>TOTAL WATERMAIN</b>				<b>224,700.00</b>
1670	Connect to Existing	3.00	EA	1,450.00	4,350.00
1680	6" PVC Reclaim	1,780.00	LF	35.15	62,567.00
1690	6" Gate Valve	7.00	EA	1,955.00	13,685.00
1700	Fittings	1.00	LS	6,555.00	6,555.00
1710	Single Service (Meter by Others)	4.00	EA	1,515.00	6,060.00
1720	Double Service (Meter by Others)	19.00	EA	2,315.00	43,985.00
1730	Blow-Off Assembly	1.00	EA	2,235.00	2,235.00
1740	Testing	1,780.00	LF	2.55	4,539.00
1750	<b>TOTAL RECLAIM</b>				<b>143,976.00</b>

**GRAND TOTAL**

**\$1,847,178.50**

**NOTES:**

Bid Qualifications:

1. This proposal is valid no more than 15 days from bid due date.
2. Due to the current landscape of the utility market, all underground utility pricing is subject to change and will be priced at time of shipping.

3. This proposal is based on Engineered plans provided by CHW Professional Consultants dated June 23rd, 2023.
4. Proposal includes one mobilization. If additional mobilizations are required due to situations outside of HBC's control additional costs may occur.
5. Permits, bonds and fees are excluded.
6. Construction layout is included for HBC scope of work only. Staking of utilities including power, telecommunications, gas, and irrigation is excluded.
7. Certified as-builts included for HBC scope of work only. Record drawings are by others and excluded.
8. Density testing is Excluded.
9. Clearing is excluded.
10. Topo to be field verified before breaking ground.
11. Dewatering included for HBC scope of work only. Unforeseen circumstances such as springs, wells, extreme weather conditions, acts of God and any other conditions that were not readily apparent at time of proposal are excluded. Temporary holding ponds, settling basins, and chemical testing of discharge water are excluded.
12. Proposal is based on all on-site excavating materials being suitable for use in site fills. Any additional Undercutting is not included in this proposal.
13. Unsuitable, contaminated, muck, or hazardous material removal and/or replacement is excluded.
14. Dust control included in earthwork operations consists of one water truck while earthwork crew is onsite. Additional dust control required in addition to one truck is excluded.
15. Retaining wall is priced as standard grey segmental retaining wall w/ standard commercial black aluminum handrail. Pricing is subject to approved engineering plans. Screen wall is excluded.
16. HBC is not responsible for the cleanup and/or disposal of waste generated by any subcontractor not contracted by HBC.
17. Proposal includes fine grading ROW one time only. Regrading due to utility installation not included within HBC's contract scope is excluded.
18. Sidewalk is for Open Tracts Only.
19. Sodding quantity included is based upon attached exhibit and includes pond slopes, site slopes 4:1 and greater, swales, etc. Any sodding beyond the limits of the attached exhibit is excluded.
20. Conduit crossings are excluded.
21. Irrigation, landscaping, fencing (including any privacy fencing or walls) and hardscaping are excluded.
22. Well abandonment is excluded.
23. Existing Electric Utility Line Removal is Excluded
24. Demolition Line Item does not include any Permit Fees, Asbestos Survey, or Asbestos Abatement.
25. This proposal is furnished as a complete scope of work as defined above and shall be contracted to HBC in its entirety. Individual line items shall not be removed without prior authorization of HBC. Items not defined in this proposal shall be considered excluded.
- ~~26. Payment terms shall be per the Contract agreement or no later than 30 days after issuance of HBC invoice.~~
27. Asphalt prices are based upon the FDOT Bituminous Average Price Index and have been projected utilizing current index pricing and historical pricing trends. Due to the volatility of market pricing, prices are not guaranteed and are subject to adjustment prior to commencement of applicable work. If the cost of liquid bituminous increases by greater than 5% then the owner/contractor shall make adjustments to the contract based on the amount of actual, documented increases.
28. Offroad diesel fuel is incorporated and unit pricing guaranteed up to a rate of \$4.50/GAL including taxes & fees. Due to the volatility of market pricing, prices are not guaranteed over the rate of \$4.50/GAL. If the cost of offroad diesel fuel increases above this rate then the owner/contractor shall make adjustments to the contract based on the amount of actual, documented increases.
29. HBC warrants all installation and workmanship for the above-referenced project in accordance with the plans, specifications, and other relevant documents for a period of one year from date of final completion. This warranty excludes normal wear and tear, product abuse/misuse, material defects, alterations of any kind performed by persons other than HBC, and damage resulting from vandalism and acts of God.
30. Storm Pipe is quoted as HP HDPE Pipe.
31. All Potable Water and Reclaim Water Meters for all services are excluded and to be provided by the Builder.

## Exhibit B

### GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("BMPs") (collectively "Site Requirements").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result in the discharge of

hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.
- F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.
- G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back

charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.

- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.
- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or

less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.

- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**
- O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
- a. Contractor's personnel shall not remove protective devices (if applicable).
  - b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.
- Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite

protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.

- R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
- S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
- T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.
- U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts.

Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.

- W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
  
- X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

2. Job Conduct.

- A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct

himself or herself in a proper manner, as determined by Owner, in its sole discretion.

- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:
- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
  - b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
  - c. Contractor will assist Owner in complying with the OSHA Regulations.
  - d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the

possible exposure to such chemicals, and deliver a material safety data sheet to Owner.

- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.
- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
  2. No loud radios, music, or unnecessary noise on the site.
  3. No distraction of fellow workers.
  4. No alcohol or drugs on the site.
  5. No weapons of any kind on the site.
  6. No profanity or discourteous conduct on the site.
  7. No horseplay or fighting on the site.
  8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
  9. No unauthorized vehicles or parking in any production area.
  10. No entry into an active blasting or barricaded area during active operations.
  11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

## Exhibit C

### SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

- 7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.
- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

**Exhibit D**

**EMERGENCY ACTION PLAN**

## Exhibit E

### INSURANCE REQUIREMENTS

SK Hammock Oaks LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637  
Phone (813) 615-1244  
Fax (813) 615-1461

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement (“**Agreement**”) by and between Kolter (entity information) (“**Owner**”) and Contractor (all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a \$500 service credit may be applicable.

#### **Evidence of Insurance Required:**

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is \$50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (04 13) and CG2037 (04 13) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions (“SIR”) and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

(1) Kolter Group Acquisitions LLC, (2) SK Hammock Oaks LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG 2010 (04 13) or its equivalent) for the General Liability policy, see example attached. **BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSURED IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE.** The Additional Insured Endorsement must list your policy number and **MUST INCLUDE THE OWNER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSURED.**

#### **GENERAL LIABILITY**

The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

- (a) Premises or ongoing operations;

- (b) Products and completed operations, which shall:
  - i. cover materials designed, furnished and/or modified in any way by Contractor;
  - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
  - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") cannot fulfill the requirement for CGL coverage under the Agreement.

**AUTOMOBILE INSURANCE**

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

(j) **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Project HOA Entity (if applicable) and their Affiliates.

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).
- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

**UMBRELLA OR EXCESS INSURANCE**

If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

**~~PROFESSIONAL LIABILITY INSURANCE~~**

~~With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have \$2,000,000 each claim and a \$2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.~~

26.13 CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

- (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
- (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
- (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
- (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"
- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG2010 (04 13) Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and CG2037 (04 13), or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG2037 (04 13), will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of

Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

- (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
  - (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
  - (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
  - (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
  - (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

**SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04**

POLICY NUMBER: (MUST BE FILLED IN)  
COMMERCIAL GENERAL LIABILITY

**26.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**(1) ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name of Person or Organization:

**26.15** Kolter Group Acquisitions LLC &

**26.16** SK Hammock Oaks LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**Exhibit F**  
**WAIVER AND RELEASE OF LIEN**  
**UPON PROGRESS PAYMENT**

SK Hammock Oaks LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

The undersigned lienor, in consideration of the sum of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through \_\_\_\_\_ (date) on the job of \_\_\_\_\_ for KL Twisted Oaks LLC.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

IN WITNESS WHEREOF, the undersigned has executed this Waiver and Release of Lien Upon Progress Payment (or caused the same to be executed in its name) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

HUGHES BROTHERS CONSTRUCTION, INC.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

This instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

COMMISSION #: \_\_\_\_\_

**Exhibit G**  
**WAIVER AND RELEASE OF LIEN**  
**UPON FINAL PAYMENT**

SK Hammock Oaks LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

The undersigned lienor, in consideration of the final payment in the amount of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished on the job of \_\_\_\_\_ for KL Twisted Oaks LLC.

IN WITNESS WHEREOF, the undersigned has executed this Waiver and Release of Lien Upon Final Payment (or caused the same to be executed in its name) this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

HUGHES BROTHERS CONSTRUCTION, INC.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

This instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

COMMISSION #: \_\_\_\_\_

**ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")**  
**[HAMMOCK OAKS – PH. 2B AND 2C INFRASTRUCTURE PROJECT]**

**1. ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement*, dated June 30, 2025 ("**Contract**") between the SK Hammock Oaks LLC ("**Developer**") and Hughes Brothers Construction Inc. ("**Contractor**"), and in order to add certain third party rights in favor of the Hammock Oaks Community Development District ("**District**"), which has an address of 3434 Colwell Ave, Suite 200, Tampa, Florida 33641. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. ACQUISITIONS.** This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application; provided however that nothing herein shall waive the Contractor's lien or other rights relating to payment of retainage under the Contract.

**3. THIRD PARTY RIGHTS.** The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

**4. INDEMNIFICATION.** Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**5. INSURANCE AND BONDS.** At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

**6. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**7. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law.

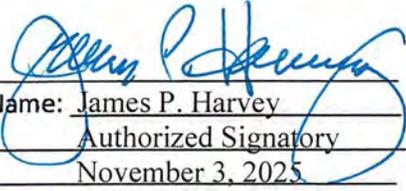
**8. NOTICES.** Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

**[SIGNATURES ON NEXT PAGE]**

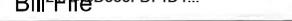
[SIGNATURE PAGE FOR ADDENDUM TO CONTRACT]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.

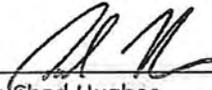
**SK HAMMOCK OAKS LLC**

By:   
Printed Name: James P. Harvey  
Title: Authorized Signatory  
Dated: November 3, 2025

**HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT**

Signed by:   
By:   
Printed Name: Bill Fite  
Title: Chairperson  
Dated: 11/5/2025

**HUGHES BROTHERS CONSTRUCTION INC.**

By:   
Printed Name: Chad Hughes  
Title: Authorized Signatory  
Dated: 11/3/25

## **Tab 6**

# KOLTERLAND

## Contractor Agreement

<b>Effective Date:</b>	April 21, 2025		
<b>Owner:</b>	<b>Full Legal Company Name:</b> SK Hammock Oaks LLC		
	<b>Address:</b> 14025 Riveredge Drive, Suite 175		<b>Phone:</b> 813-615-1244
	<b>City:</b> Tampa		<b>Fax:</b> 813-615-1461
	<b>State:</b> FL	<b>Zip:</b> 33637	<b>Email:</b> SVaughn@brookfieldkolter.com
	<b>Authorized Representative:</b> Stephanie Vaughn		<b>Cell Phone:</b> 352-427-1263
<b>Contractor:</b>	<b>Full Legal Company Name:</b> Hughes Brothers Construction, Inc.		
	Vendor Number: Click here to enter text.		
	Contractor State License No.: Click here to enter text.		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: 30-0715911		
	<b>Address:</b> 948 Walker Road		<b>Phone:</b> 352-399-6829
	<b>City:</b> Wildwood		<b>Fax:</b> 352-399-6830
	<b>State:</b> Florida	<b>Zip:</b> 34785	<b>Email:</b> Click here to enter text.
	<b>Authorized Representative:</b> Click here to enter text.		<b>Cell Phone:</b> Click here to enter text.
<b>Project:</b>	Hammock Oaks – PH. 2B/2C MG		
<b>Project HOA Entity:</b>	Full Legal Company Name: Click here to enter text.		
<b>Project Location:</b>	<b>County:</b> Lake	<b>State:</b> Florida	<b>Zip:</b> Click here to enter text.

**CONTRACTOR shall comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to anti-bribery and anti-corruption, including without limitation the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010, each as amended (the “Relevant Requirements”). At any time when requested by the Owner, Contractor shall certify in writing that Contractor is and at all times has been in compliance with all Relevant Requirements. The Owner may terminate this Agreement immediately by giving written notice to Contractor if Contractor is, or Owner reasonably suspects that Contractor, is not in compliance with the Relevant Requirements.**

- Parties; Effective Date.** This Contractor Agreement (“**Agreement**”) is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. For the purposes of this Agreement, “**Affiliate**” means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition “**control**” (including, with correlative meanings, “**controlled by**” and “**under common control with**”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the “**Parties**”.

Purpose of Agreement.

- 1.1 This Agreement sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the “**Work**”) to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the “**Materials and Labor**”) included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.
- 1.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. **Agreement Documents.**

- 2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b); Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the “**Agreement Documents**”). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Trade Specific Scope of Work; Exhibit B – General Conditions; Exhibit C – Site Safety Rules; Exhibit D – Emergency Action Plan; Exhibit E – Insurance Requirements;; Exhibit F – Partial Waiver & Release of Lien; and Exhibit G – Final Waiver & Release of Lien.
- 2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**

3. **Ordering Process.**

- 3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, “Specifications” includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.
- 3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner)

identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "**Contractor's Agents**"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead; and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "Applicable Laws"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply. Nothing herein shall be deemed to be a waiver or modification of the Owner's implied warranty of constructability of the Specifications and related documents and information for the Project.

- 3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 3.4 During the term of this Agreement, Owner may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- 3.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.
4. **Initiation of Work.**
- 4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.
- 4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. All permits required for Contractor to perform Work shall be paid for by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.

- 4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.
- 4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:
- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
  - (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
  - (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
  - (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
  - (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.

4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

## 5. Performance and Progress of Work.

5.1 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised

Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

- 5.2 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- 5.3 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.
- 5.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.
- 5.5 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. Notwithstanding anything herein to the contrary, if Contractor's purchase of materials or equipment is delayed because of: (1) delayed commencement for any reason

whatsoever; (2) acts or omissions of the Owner or engineer; (3) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the Contract Time; (4) hazardous materials, concealed or unknown conditions; (5) delays pending dispute resolution or suspension of the Work by the Owner; (6) Force Majeure Events (as defined below); (7) or for any reason beyond the Contractor's control, the Owner shall modify the Contract increasing the Contract Sum in the amount commensurate with any actual, direct, and documented increase in material costs, dollar for dollar, because of such delays or events. The Contractor's fee shall not be increased because of such cost increases.

Notwithstanding anything in the Agreement to the contrary, the term "Force Majeure Event" means, without limitation, an act of God, fire, tornado, hurricane, flood, earthquake, explosion, war, act of terrorism, civil disturbance, labor strikes, an unusually severe storm, government shutdown or interference, pandemic, endemic, epidemic, or any other unavoidable casualty beyond the Contractor's control

The Contractor estimated the Contract Sum on the material costs at the time of negotiation and/or its submission of the bid/proposal. Because the Work may not commence immediately and the materials may not be ordered for months, the Contractor cannot predict or estimate increases in the cost of materials that may occur prior to commencement or during the progress of the Work. If the cost of materials for any scheduled item of Work increases, Contractor shall notify Owner and provide documentation supporting the price increase in materials, and the Owner shall modify the Contract increasing the Contract Sum in the amount commensurate with any actual, direct, and documented increase in material costs, dollar for dollar. The Contractor's fee shall not be increased because of such cost increases.

- 5.6 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. Subject to Section 5.5, the giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.
- 5.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.
- 5.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction

Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. Subject to Section 5.5, however, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

(a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

**5.9** Should Contractor fail to perform any of its obligations as provided in this Section 6, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

- (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$500.00 per day.
- (b) Should Contractor fail to perform as outlined in this section 6, the Liquidated Damage Amount shall be \$500.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

## **6. Receipt and Protection of Materials; Protection of Work.**

**6.1.** If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.

**6.2** All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.

**6.3** Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.

- 6.4** Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.
- 6.5** Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.
- 6.6** Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.
- 7. Quality, Inspection and Correction of Work.**
- 7.1** Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.
- 7.2** Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.
- 7.3** Contractor shall promptly correct all Work which Owner, in its reasonable discretion, deems to be deficient or defective, and failing to conform to this Agreement and Contract, and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.
- 7.4** Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.
- 8. Labor Matters.**

- 8.1** In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.
- 8.2** Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3** Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

**9. General Environmental Compliance**

- 9.1** Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- 9.2** Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- 9.3** Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 9.4** Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 9.5** Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.

9.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

**10. Storm Water Management.**

10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all

times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

**10.5** Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.

**10.6** Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 10.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 10.1.

## **11. Liens/Waiver of Liens**

**11.1** Provided the Owner has paid Contractor on account of its Work, Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.

**11.2** Failure to comply with the requirements of Section 11.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed and the Costs thereof shall become immediately due and payable by Contractor to Owner.

**11.3** INTENTIONALLY OMITTED.

**11.4** If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper,

Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

- 11.5** Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 11.6** Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
- (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.
- (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

#### **Warranties; Warranty Work and Performance Standards.**

- 11.7** Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all of this Agreement and Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 11.8** Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 11.9** If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 72 hours after notice to do so, or within 24 hours after notice in the event of any emergency. Owner, in its reasonable discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been

permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

**11.10** If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.

**12. Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.

**13. Relationship Management.**

**13.1** Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.

**13.2** Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.

**13.3** Contractor shall maintain electronic communications with Owner via e-mail.

**13.4** Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.

**13.5** Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

13.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

**14. Goals, Continuous Improvement and Quality.**

14.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.

14.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.

14.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

**15. Prices and Payment.**

15.1 Contractor will perform Work at the Work Prices. Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner.

15.2 Owner shall designate the methodology for payment to Contractor.

- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof.
- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
- (c) The Owner is entitled to retain five percent (5%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contractor at the time of final payment.

- 15.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.
- 15.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 15.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 15.6 In the event Contractor fails to perform its Work in accordance with this Agreement, Owner shall, subject to the notice to cure and commence to cure provisions here, have the right to stop payments on account of affected Work only until such time as Owner can reasonably ascertain its damages and Costs resulting therefrom, at which time Owner is authorized to deduct all reasonable Costs related thereto from any monies owed Contractor under this Agreement. In no event shall Owner be entitled to withhold any undisputed payments due to Contractor, nor shall Contractor stop work on account of nonpayment of a disputed amount.
- 15.7 INTENTIONALLY OMITTED.
- 15.8 INTENTIONALLY OMITTED.
- 15.9 It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.
- 15.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 15.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 15.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set

forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.

- 15.13 Any and all claims for time or money must be presented to Owner, in writing, within 10 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 10 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 15.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 15.15 INTENTIONALLY OMITTED.
- 15.16 Contractor and Owner waive against the other any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits, and loss of bonding capacity.
16. **Inspections and Reviews.** Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.
17. **Indemnification.**

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship (including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made

against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

- 17.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 17.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 17.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

18. **Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days before starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.

18.1 Insurance and Indemnity of Contractor's Agent(s).

- (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
- (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver

shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

**18.2 Miscellaneous Insurance Provisions.**

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

**18.3 Compliance with this Section.**

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.

**19. Confidentiality.** During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

**20. Term and Termination.**

**20.1** This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

- 20.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.
- 20.3 Owner shall have the right to terminate this Agreement with or without cause, subject to the cure and commence to cure notices contemplated herein. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.
- 20.4 In the event that Owner terminates this Agreement for cause, Owner may, after giving Contractor notice of default and 48 hours within which to commence to cure, have the right to exercise any one or more of the following remedies:
- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
  - (b) Owner may deduct the costs of completing the remaining work from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;
  - (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, all direct damages, any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder, Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default;
  - (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
  - (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.

- 20.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 20.6 If Contractor neglects to perform the Work in accordance with the Agreement and fails within 48 hours from the date of written notice from Owner to commence to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- 20.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.
- 20.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.
21. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner or Contractor be liable to the other in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential (except that Contractor may be liable for liquidated damages hereunder), incidental or punitive damages, even if the other has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.
22. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
23. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
24. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
25. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release,

public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.

**26. General Terms.**

- 26.1** Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due. No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
- 26.2** Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 26.3** All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 26.4** The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 26.5** This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.
- 26.6** Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 26.7** Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 26.8** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 26.9** Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.

**26.10** Neither party may assign this Agreement, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**26.11 FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**

**26.12 Choice of Law, Arbitration and Venue**

- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
- b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
- c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.
- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
- e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) **THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO**

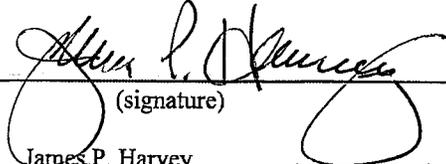
A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.

- h) Discovery in any arbitration hereunder shall be limited to the following:
  - i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
  - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
  - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
  - iv. The deposition of any experts that intend to testify at the arbitration hearing;
  - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
  - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
  - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

[Signature Page Follows]

**AGREED AND ACCEPTED:**

**Owner: SK Hammock Oaks LLC**

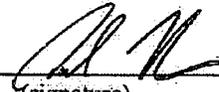
By:   
(signature)

Name: James P. Harvey  
(printed)

Title: Authorized Signatory

Date: 4/20/25

**Contractor: Hughes Brothers Construction, Inc.**

By:   
(signature)

Name: Chad Hughes  
(printed)

Title: President

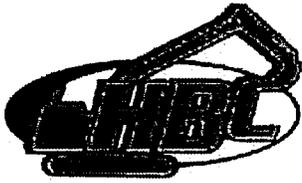
Date: 4/21/25

**Exhibit A**

**TRADE SPECIFIC SCOPE OF WORK**

SEE ATTACHED BID.

# Hammock Oaks PH. 2B/2C Mass Grade



## Hughes Brothers Construction, Inc.

948 Walker Road  
Wildwood, FL 34785

Contact: Hunter Carter  
Phone: 352-399-6829  
Fax: 352-399-6830

Quote To: Kolter Land  
Attn: Stephanie Vaughn  
  
Phone: (352) 427-1263  
Fax:  
Date: 4/10/2025

Job Name: Hammock Oaks PH. 2B/2C MG  
Date of Plans: Ph. 2B 7/18/2023 Lot count 114  
Ph. 2C 6/23/2023 Lot count 54  
  
Revision Date:

Bid# 2025-085-1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Mobilization	1.00	LS	9,500.00	9,500.00
1010	Survey & Layout	1.00	LS	11,500.00	11,500.00
1020	As-Builts	1.00	LS	3,850.00	3,850.00
1030	NPDES Monitoring & Maintenance	1.00	LS	6,000.00	6,000.00
1040	Silt Fence	7,410.00	LF	2.05	15,190.50
1050	Construction Entrance	2.00	EA	4,985.00	9,970.00
1060	Tree Protection	1.00	LS	12,600.00	12,600.00
1070	<b>TOTAL GENERAL CONDITIONS</b>				<b>68,610.50</b>
1080	Clearing & Grubbing	21.00	AC	3,450.00	72,450.00
1090	Site Excavation (Cut/Fill/Balance)	27,625.00	CY	3.55	98,068.75
1100	Sand Strip Clay Areas	37,510.00	CY	3.55	133,160.50
1110	Additional Clay Excavation	23,465.00	CY	3.55	83,300.75
1120	Sand Cap Clay Areas	37,510.00	CY	3.55	133,160.50
1130	Import Place & Compact Fill from HO Comm. Site	26,750.00	CY	5.35	143,112.50
1140	Fine Grade Disturbed Areas	22,530.00	SY	0.50	11,265.00
1150	Fine Grade DRA	6,645.00	SY	0.70	4,651.50
1160	Fine Grade Slopes/Swales	7,795.00	SY	0.70	5,456.50
1170	<b>TOTAL EARTHWORK</b>				<b>684,626.00</b>
1180	Sod Slopes, Swales & DRA Sideslopes	14,440.00	SY	3.90	56,316.00
1190	Seed & Mulch Disturbed Areas	22,530.00	SY	0.40	9,012.00
1200	<b>TOTAL GRASSING</b>				<b>65,328.00</b>

**GRAND TOTAL**

**\$818,564.50**

**NOTES:**

Bid Qualifications:

1. This proposal is valid no more than 15 days from bid due date.
2. Due to the current landscape of the utility market, all underground utility pricing is subject to change and will be priced at time of shipping.
3. This proposal is based on Engineered plans provided by CHW dated July 18th, 2023 for PH. 2B and June 23rd, 2023 for PH.

2C.

4. Proposal includes one mobilization. If additional mobilizations are required due to situations outside of HBC's control additional costs may occur.
5. Permits, bonds and fees are excluded.
6. Construction layout is included for HBC scope of work only. Staking of utilities including power, telecommunications, gas, and irrigation is excluded.
7. Certified as-builts included for HBC scope of work only. Record drawings are by others and excluded.
8. Density testing is Excluded.
9. Clearing is priced to burn with Air Curtain, Grinding and Hauling off Material will be an additional cost if required.
10. Topo to be field verified before breaking ground.
11. Dewatering included for HBC scope of work only. Unforeseen circumstances such as springs, wells, extreme weather conditions, acts of God and any other conditions that were not readily apparent at time of proposal are excluded. Temporary holding ponds, settling basins, and chemical testing of discharge water are excluded.
12. Proposal is based on all on-site excavating materials being suitable for use in site fills.
13. Unsuitable, contaminated, muck, clay or hazardous material removal and/or replacement is excluded. Overexcavation of DRA's is excluded.
14. Dust control included in earthwork operations consists of one water truck while earthwork crew is onsite. Additional dust control required in addition to one truck is excluded.
15. Retaining wall is priced as standard grey segmental retaining wall w/ standard commercial black aluminum handrail. Pricing is subject to approved engineering plans.
16. HBC is not responsible for the cleanup and/or disposal of waste generated by any subcontractor not contracted by HBC.
17. Proposal includes fine grading ROW one time only. Regrading due to utility installation not included within HBC's contract scope is excluded.
18. Sidewalk quantity included is for open tract areas only based upon attached exhibit. All other sidewalk is excluded.
19. Sodding quantity included is based upon attached exhibit and includes pond slopes, site slopes 4:1 and greater, swales, etc. Any sodding beyond the limits of the attached exhibit is excluded.
20. Conduit crossings, telephone relocation and electric lines are excluded.
21. Irrigation, landscaping, fencing and hardscaping are excluded.
22. Well abandonment is excluded.
23. Demolition Line Item does not include any Permit Fees, Asbestos Survey, or Asbestos Abatement.
24. This proposal is furnished as a complete scope of work as defined above and shall be contracted to HBC in its entirety. Individual line items shall not be removed without prior authorization of HBC. Items not defined in this proposal shall be considered excluded.
- ~~25. Payment terms shall be per the Contract agreement or no later than 30 days after issuance of HBC invoice.~~
26. Asphalt prices are based upon the FDOT Bituminous Average Price Index and have been projected utilizing current index pricing and historical pricing trends. Due to the volatility of market pricing, prices are not guaranteed and are subject to adjustment prior to commencement of applicable work. If the cost of liquid bituminous increases by greater than 5% then the owner/contractor shall make adjustments to the contract based on the amount of actual, documented increases.
27. Offroad diesel fuel is incorporated and unit pricing guaranteed up to a rate of \$4.50/GAL including taxes & fees. Due to the volatility of market pricing, prices are not guaranteed over the rate of \$4.50/GAL. If the cost of offroad diesel fuel increases above this rate then the owner/contractor shall make adjustments to the contract based on the amount of actual, documented increases.
28. HBC warrants all installation and workmanship for the above-referenced project in accordance with the plans, specifications, and other relevant documents for a period of one year from date of final completion. This warranty excludes normal wear and tear, product abuse/misuse, material defects, alterations of any kind performed by persons other than HBC, and damage resulting from vandalism and acts of God.
29. Geotechnical information provided for the site is not adequate enough to determine extent of over excavation of clayey soils needed onsite. HBC is to grid the entire site prior to start of construction in order to determine the extent of clayey soils present, and adjust earth work qyts. as needed prior to start of construction.
30. Earthwork qyts are based on an 8" Hold down from finished floor elevation.

## Exhibit B

### GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

#### 1. General.

- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("BMPs") (collectively "Site Requirements").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result in the discharge of

hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.
- F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.
- G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back

charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.

- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.
- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or

less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.

- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**
- O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
  - a. Contractor's personnel shall not remove protective devices (if applicable).
  - b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.
- Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite

protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.

- R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
  
- S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
  
- T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.
  
- U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
  
- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts.

Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.

- W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
- X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

2. Job Conduct.

- A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct

himself or herself in a proper manner, as determined by Owner, in its sole discretion.

- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:
- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
  - b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
  - c. Contractor will assist Owner in complying with the OSHA Regulations.
  - d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the

possible exposure to such chemicals, and deliver a material safety data sheet to Owner.

- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.
- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
2. No loud radios, music, or unnecessary noise on the site.
3. No distraction of fellow workers.
4. No alcohol or drugs on the site.
5. No weapons of any kind on the site.
6. No profanity or discourteous conduct on the site.
7. No horseplay or fighting on the site.
8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
9. No unauthorized vehicles or parking in any production area.
10. No entry into an active blasting or barricaded area during active operations.
11. No open fires.

F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.

G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

## Exhibit C

### SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

- 7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("MSDS") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.
- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

**Exhibit D**

**EMERGENCY ACTION PLAN**

## Exhibit E

### INSURANCE REQUIREMENTS

SK Hammock Oaks LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637  
Phone (813) 615-1244  
Fax (813) 615-1461

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement (“**Agreement**”) by and between Kolter (entity information) (“**Owner**”) and Contractor (all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a \$500 service credit may be applicable.

#### **Evidence of Insurance Required:**

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is \$50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (04 13) and CG2037 (04 13) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions (“SIR”) and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

SK Hammock Oaks LLC,  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG 2010 (04 13) or its equivalent) for the General Liability policy, see example attached. **BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSURED IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE.** The Additional Insured Endorsement must list your policy number and **MUST INCLUDE THE OWNER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSURED.**

#### **GENERAL LIABILITY**

The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

- (a) Premises or ongoing operations;

- (b) Products and completed operations, which shall:
  - i. cover materials designed, furnished and/or modified in any way by Contractor;
  - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
  - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") **cannot fulfill the requirement for CGL coverage** under the Agreement.

#### **AUTOMOBILE INSURANCE**

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

#### (j) **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Project HOA Entity (if applicable) and their Affiliates.

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).
- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

**UMBRELLA OR EXCESS INSURANCE**

If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

**PROFESSIONAL LIABILITY INSURANCE**

~~With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have \$2,000,000 each claim and a \$2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.~~

**26.13 CERTIFICATES OF INSURANCE.** Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

- (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
- (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
- (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
- (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"
- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG2010 (04 13) Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and CG2037 (04 13), or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG2037 (04 13), will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of

Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

- (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
  - (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
  - (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
  - (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
  - (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

**SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04**

POLICY NUMBER: (MUST BE FILLED IN)

COMMERCIAL GENERAL LIABILITY

26.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(1) ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name of Person or Organization:

26.15 SK Hammock Oaks LLC &

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**Exhibit F**  
**WAIVER AND RELEASE OF LIEN**  
**UPON PROGRESS PAYMENT**

SK Hammock Oaks LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

The undersigned lienor, in consideration of the sum of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through \_\_\_\_\_ (date) on the job of \_\_\_\_\_ for KOLTER GROUP ACQUISITIONS LLC.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

IN WITNESS WHEREOF, the undersigned has executed this Waiver and Release of Lien Upon Progress Payment (or caused the same to be executed in its name) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

HUGHES BROTHERS CONSTRUCTION, INC.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

This instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

COMMISSION #: \_\_\_\_\_

**Exhibit G**  
**WAIVER AND RELEASE OF LIEN**  
**UPON FINAL PAYMENT**

SK Hammock Oaks LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

The undersigned lienor, in consideration of the final payment in the amount of \$\_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished on the job of \_\_\_\_\_ for Kolter Group Acquisitions LLC.

IN WITNESS WHEREOF, the undersigned has executed this Waiver and Release of Lien Upon Final Payment (or caused the same to be executed in its name) this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

HUGHES BROTHERS CONSTRUCTION, INC.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

This instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

COMMISSION #: \_\_\_\_\_

# Work Authorization Request



**E. T. MacKenzie of Florida, Inc.**

6212 33rd Street E.  
 Bradenton FL. 34203  
 (941) 756-6760 Fax: (941) 756-6698

Work Authorization Request No. \_\_\_\_\_ \*

Owner's Name <b>SK Rye Ranch</b>		Phone	Date <b>January 23, 2025</b>	
Address <b>14025 Riveredge Drive - Suite 175</b>		Job Name <b>Rye Ranch 2B</b>		Job Number <b>52216</b>
City <b>Tampa</b>	State <b>FL</b>	Zip <b>33637</b>	Address	
Existing Contract No.	Date of Existing Contract	City <b>Parrish</b>	State <b>FL</b>	Zip

You are hereby authorized to perform the following specifically described additional work:

Description	Quantity	Unit Price	Extended Price
<b>PHASE 2B</b>			
Regrading of Lots for DRH Hold Down	1.00	LS \$ 25,000.00	\$ 25,000.00
Seed and Mulch Lots	20.00	AC \$ 1,950.00	\$ 39,000.00
<b>PHASE 2B SUBTOTAL</b>			<b>\$ 64,000.00</b>
		Subtotal of Changes:	<b>\$ 64,000.00</b>
		Overhead & Profit :	Inc.
<b>THE TOTAL CREDIT/COST FOR CHANGES NOTED ABOVE:</b>			<b>\$ 64,000.00</b>
<b>TOTAL NUMBER OF DAYS AFFECTED BY THIS CHANGE:</b>			<b>* Days</b>

Payment to be made as follows: Per Contract Documents

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.  
 Date \_\_\_\_\_ 20\_\_\_\_ Authorized Signature \_\_\_\_\_  
 (Owner signs here)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_ 20\_\_\_\_  
 (Contractor signs here)

Note: The above prices & specifications of this Change Order Request are satisfactory and are hereby accepted as signed. All work to be performed under the same terms and conditions



**ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")**  
**[HAMMOCK OAKS – PH. 2B AND 2C MASS GRADING PROJECT]**

**1. ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement*, dated April 21, 2025 ("**Contract**") between the SK Hammock Oaks LLC ("**Developer**") and Hughes Brothers Construction Inc. ("**Contractor**"), and in order to add certain third party rights in favor of the Hammock Oaks Community Development District ("**District**"), which has an address of 3434 Colwell Ave, Suite 200, Tampa, Florida 33641. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. ACQUISITIONS.** This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application; provided however that nothing herein shall waive the Contractor's lien or other rights relating to payment of retainage under the Contract.

**3. THIRD PARTY RIGHTS.** The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

**4. INDEMNIFICATION.** Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**5. INSURANCE AND BONDS.** At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

**6. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**7. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law.

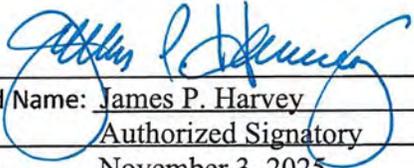
**8. NOTICES.** Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

**[SIGNATURES ON NEXT PAGE]**

[SIGNATURE PAGE FOR ADDENDUM TO CONTRACT]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.

**SK HAMMOCK OAKS LLC**

By:   
Printed Name: James P. Harvey  
Title: Authorized Signatory  
Dated: November 3, 2025

**HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT**

Signed by:   
By: \_\_\_\_\_  
Printed Name: Bill Fife  
Title: Chairperson  
Dated: 11/5/2025

**HUGHES BROTHERS CONSTRUCTION INC.**

By:   
Printed Name: Chad Hughes  
Title: Authorized Signatory  
Dated: 11/3/25

# Tab 7

## JANITORIAL MAINTENANCE SERVICES AGREEMENT

**This Agreement** (the “Agreement”) is effective this 25th day of November, 2025 by and between:

**HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is 3434 Colwell Ave, Suite 200, Tampa, Florida 33614 (“**District**”); and

**PILLARS GROUP, LLC**, a Florida limited liability company with a mailing address of 300 N. New York #265, Winter Park, Florida 32789 (“**Contractor**,” and together with District, the “**Parties**”).

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*; and

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

**WHEREAS**, the District owns, operates and/or maintains an amenity center (“**Facilities**”); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide janitorial maintenance services for the Facilities; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide janitorial maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“**Services**”); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional janitorial maintenance services within presently accepted standards, and as more specifically identified in **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

**B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**C.** Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

**B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Exhibit A** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

**C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

**(1)** The District hereby designates the District Manager to act as its

representative.

- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

**SECTION 4. COMPENSATION; TERM.**

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor One Thousand Six Hundred Fifty Dollars and Zero Cents (\$1,650.00) per month. The term of this Agreement shall be from the date the agreement is fully executed through September 30, 2026, unless terminated earlier by either party in accordance with the provisions of this Agreement. This contract shall automatically renew pursuant to the same terms and conditions set forth herein for successive one-year terms.

B. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District as soon as may be practicable at the beginning of each month. These monthly invoices are due and payable within forty-five (45) days upon receipt of the invoice by the District or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et seq., Fla. Stat. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

C. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

D. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory

to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 5. INSURANCE.**

**A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- (5)** Employee Fidelity Insurance of at least \$50,000

**B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**C.** If the Contractor fails to have secured and maintained the required

insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 6. INDEMNIFICATION.**

**A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

**B.** 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, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 7. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other

requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** The only means for early termination is for non-performance. Non-performance is defined as the failure, neglect or refusal to perform any act outlined in the attached Cleaning Schedule. Before any termination for non-performance is effective, the District must give Contractor written notice specifying in detail the nature of any defect or failure in performance. Contractor, at its election, shall have fifteen days (15) days in which to cure the defect(s) in performance to the reasonable satisfaction of the District. If defect(s) are deemed satisfactorily resolved, District agrees to sign a check off list created by Contractor as documented proof of resolve. In the event the defect(s) in performance is not

satisfactorily resolved by the end of the fifteenth (15th) day, the District terminating must provide timely written notification to Contractor of the failure to satisfactorily resolve the defect(s) and this Agreement will terminate fifteen (15) days from the date of the second notice. All notices shall be in writing sent via certified mail or email. If notices are sent via email, the District must obtain a confirmation of receipt of said email from Contractor.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

**SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notice**” or “**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to District:** Hammock Oaks Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:** Pillars Group LLC  
300 N. New York Ave #265  
Winter Park, Florida 32789

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

**SECTION 23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 24. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Lake County, Florida.

**SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Ernesto Torres** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall 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 Microsoft Word or Adobe PDF formats.

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 3434 COLWELL AVE, SUITE 200, TAMPA, FLORIDA 33614, (813) 533-2950, LHAYES@RIZZETTA.COM.**

**SECTION 26. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 27. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not

be interpreted or construed against any party.

**SECTION 28. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 29. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

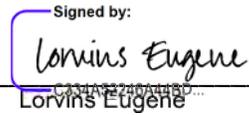
**HAMMOCK OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

Signed by:  


21AABD855FB74D4...

Chairperson, Board of Supervisors

**PILLARS GROUP, LLC**

Signed by:  


Lorvins Eugene

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

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

**Exhibit A: Proposal**

**EXHIBIT A**

**SERVICE & SCHEDULE**

Scopes of Services
<p><b>JANITORIAL, PET WASTE, DEBRIS REMOVAL</b></p> <ul style="list-style-type: none"> <li>• Clubhouse Restroom X 2 Toilets, Urinals, Sinks, Mirrors, and Doors</li> <li>• Leaf Blower</li> <li>• Dusting/Cobweb Removal of Vertical corners</li> <li>• Trash Removal of Restroom Trash X2</li> <li>• Trash Removal Pool Trash Bin &amp; Parking lot</li> <li>• Trash Removal Playground Trash Bin</li> <li>• Wipe down and deodorize inside Trash Bin (Quarterly)</li> <li>• Replace with Liner</li> <li>• Debris Trash removal from Mailbox zone</li> <li>• Pet Waste Disposal</li> </ul>

Category	Details	Base Rate/Cost	Tax	Total
Janitorial Cleaning with supplies provided	\$384.06(n x 4.3)	\$ 384.06(n x 4.3)	-	\$1,650.00

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until a contract is executed.

*Project is broken down by date and time and is estimated high to allow work to be completed*

Schedule	Start Date	End Date	Duration
Monday, Wednesday, Friday			1 year

*Burden Rate 23%: Worker's Comp, General Liability, Mileage, Equipment, Chemicals, Payroll Taxes, Auto Insurance, & Depreciation.*

# Tab 8

This instrument was prepared by:

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

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**ASSIGNMENT OF MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND  
SK HAMMOCK OAKS, LLC FOR ROUNDABOUT IMPROVEMENTS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, SK Hammock Oaks, LLC (“**Assignor**”) does hereby transfer, assign and convey unto Hammock Oaks Community Development District (“**District**” or “**Assignee**”), all of the rights, interests, benefits, privileges, and obligations of Assignor under that certain *Maintenance Agreement Between Lake County, Florida and SK Hammock Oaks, LLC for Roundabout Improvements* (“**Agreement**”), by and between Assignor and Lake County, Florida (“**County**”), and relating to the maintenance of the roundabout improvements as part of the District’s capital improvement program.

In accordance with Section 15 of the Agreement, Assignee shall provide a copy of this executed *Assignment of Maintenance Agreement* to the County.

[SIGNATURES ON FOLLOWING PAGES]

**[SIGNATURE PAGE TO ASSIGNMENT OF MAINTENANCE AGREEMENT]**

Executed in multiple counterparts to be effective the 3rd day of December, 2025.

**WITNESS**

**SK HAMMOCK OAKS, LLC**

By: [Signature]  
Name: DARLENE J. MIKLOS  
Address: 14025 Riveredge Dr. #175  
Tampa, FL 33637

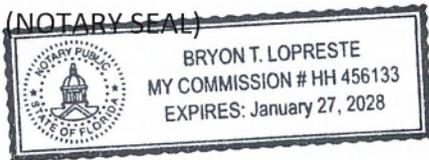
By: [Signature]  
Name: James P. Harvey  
Title: Authorized Signatory

By: [Signature]  
Name: BRYON T. LOPRESTE  
Address: 14025 Riveredge Dr. #175  
Tampa, FL 33637

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3<sup>rd</sup> day of December, 2025, by James P. Harvey, as Authorized Signatory, of SK Hammock Oaks, LLC, who appeared before me this day in person, and who is either  personally known to me, or  produced [Signature] as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Name: Bryon T. LoPreste  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

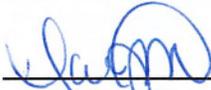


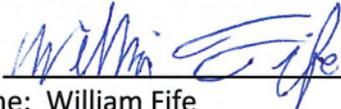
[CONTINUED ON FOLLOWING PAGE]

**[SIGNATURE PAGE TO ASSIGNMENT OF MAINTENANCE AGREEMENT]**

**WITNESS**

**HAMMOCK OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Name: DARLENE J. MIKLOS  
Address: 14025 Riveredge Dr. #175  
Tampa, FL 33637

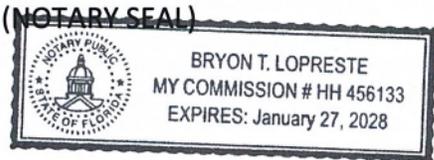
By:   
Name: William Fife  
Title: Chairperson

By:   
Name: BRYON T. LOPRESTE  
Address: 14025 Riveredge Dr. #175  
Tampa, FL 33637

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8<sup>th</sup> day of December, 2025, by William Fife, as Chairperson, of Hammock Oaks Community Development District, who appeared before me this day in person, and who is either  personally known to me, or  produced \_\_\_\_\_ as identification.

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



Name: Bryon T. Lopreste  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

**MAINTENANCE AGREEMENT  
BETWEEN LAKE COUNTY, FLORIDA AND  
SK HAMMOCK OAKS, LLC FOR ROUNDABOUT IMPROVEMENTS**

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between Lake County, Florida, a political subdivision of the State of Florida (the "COUNTY"), and SK Hammock Oaks, LLC, and its successors and assigns (the "DEVELOPER"); together the "Parties."

**WITNESSETH**

**WHEREAS**, the DEVELOPER intends to develop or has developed a residential subdivision commonly referred to as "Hammock Oaks," located in Lake County, Florida, as generally shown on the plan sheet labeled "Map of the Property" attached hereto as **Exhibit A-1**, and incorporated herein (the "Project"); and

**WHEREAS**, the DEVELOPER intends to construct, or has constructed, improvements as part of the development of the roundabouts shown in the plans submitted for the Project; and

**WHEREAS**, the COUNTY and the DEVELOPER find it in the best interest of both Parties to enter into an agreement setting forth the obligations concerning installation and maintenance of certain improvements within that certain area more particularly described in **Exhibit A-2** attached hereto, which may be amended from time to time (the "Maintenance Area"), including but not limited to landscaping and lighting.

**NOW, THEREFORE**, for and in consideration of the mutual terms, understandings, and conditions, the Parties hereby agree as follows:

1. **Legal Findings**. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and hereby made a specific part of this Agreement upon adoption hereof.

2. **Maintenance Agreement**.

A. **Plans**. The COUNTY has reviewed and approved certain landscaping plans and specifications concerning the improvements to be installed in the roundabouts and associated islands within the Maintenance Area, approved as Right-of-Way Utilization Permits #15670 and #15827, including but not limited to landscaping, lighting, street lighting, landscape lighting, irrigation, pumps, and wells, if any (together referred to in this Agreement as "Improvements") in or at the rights-of-ways, roundabouts, and roadway medians. Such approved plans and specifications are a material part of this Agreement and are incorporated herein by reference. The plans and specifications may be modified through the mutual written agreement of an authorized officer of the DEVELOPER and the Lake County Public Works Department Director or designee. The DEVELOPER, at its cost, agrees to design and install the Improvements pursuant to the plans and specifications agreed to by the Parties.

B. **Lighting**. The DEVELOPER may install and provide for street and landscape lighting within the Maintenance Area, including the roundabouts and associated islands. DEVELOPER will be responsible for any and all costs and any required ongoing contractual agreements and obligations related to the lighting within the Maintenance Area. DEVELOPER shall be responsible for all ongoing and future costs of maintenance and supply of power for any lighting installed within the Maintenance Area. All lighting shall be installed within the Maintenance Area in a manner acceptable to the COUNTY and will meet the COUNTY standards and the guidelines of the State of Florida, Department of Transportation ("FDOT"). In the event DEVELOPER or its successors or assigns installs such lighting within the Maintenance Area that does not substantially meet such standards, the COUNTY will provide written notice to the DEVELOPER and the DEVELOPER, at its expense, will remedy the issue by either removal of the lighting or revision to meet the standard(s), all at no expense to the County.

**MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS**

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C. Maintenance.

- 1) The duty and expense to maintain the Improvements within the Maintenance Area shall be with the DEVELOPER and any of its successors or assignees in interest. For purpose of this Agreement, 'maintenance' includes, but is not limited to, mowing, edging, repairing, trimming, and irrigating. The COUNTY will have no obligation to provide maintenance of the Improvements within the Maintenance Area. The DEVELOPER, or its successor, may assign these obligations for maintenance of the Improvements within the Maintenance Area to a community development district, homeowners' association or property owners association. If such duties are assigned, DEVELOPER will notify the Lake County Public Works Department in writing.
- 2) The DEVELOPER will remove, at its cost, dead vegetation, damaged landscaping, and nuisance vegetation within the Maintenance Area, as needed.
- 3) DEVELOPER shall be responsible for maintenance and repair of all sidewalks within the Maintenance Area to the extent that the need for maintenance and/or repair is caused directly or indirectly by the DEVELOPER, the property owners' association, the homeowners' association, or any of the agents thereof, or caused by any condition of the landscaping or irrigation. COUNTY shall not be held liable for such damage or dangerous conditions created or caused by sidewalks located within the Maintenance Area. The DEVELOPER, or its successor, may assign these obligations for maintenance and repair of sidewalks within the Maintenance Area to a community development district, property owners' association, or homeowners' association. If such duties are assigned, DEVELOPER will notify Lake County Public Works Department in writing. During installation and maintenance of the Improvements within the Maintenance Area, the DEVELOPER, its contractors or its employees will protect any structures, utilities, signs and infrastructure that the COUNTY owns or has an interest in within the Maintenance Area and the DEVELOPER shall repair, replace or make good on the damage incurred in a manner acceptable to COUNTY. In the event of landscaping or irrigation causing a traffic or other safety issue, as determined by the COUNTY, the DEVELOPER shall promptly make corrections to remove the unsafe condition. The COUNTY reserves the right to remove or maintain landscaping it deems a safety hazard to vehicles, pedestrians, or bicycle traffic, and the COUNTY shall not be responsible for the replacement of said landscaping.

D. Right-of-Way Utilization Permit. In consideration of this Agreement, the COUNTY agrees to allow the DEVELOPER, its contractors, its employees, and its successors and assigns, to enter the COUNTY owned Maintenance Area or right-of-way for the limited purpose of fulfilling its obligations under this Agreement. The DEVELOPER shall submit to the COUNTY a Right-of-Way Utilization Permit application(s) for approval prior to installation, irrigation and construction of the Improvements. The DEVELOPER will be responsible for relocating, at its cost, any pre-existing utilities, structures or any Improvements that conflict with the Right-of-Way Utilization Permit(s) approved by the COUNTY or the landscaping plans and specifications agreed to by the Parties. Whenever necessary for construction, maintenance, the public interest, operation or alteration of the right-of-way and landscaped areas, as determined by the COUNTY, the Improvements authorized by this Agreement and/or the above-described Right-of-Way Utilization Permit(s), will be removed or relocated, at the expense of the DEVELOPER. The COUNTY shall not be responsible for any damage to any Improvement or to any sign/pillar/structure placed

MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS

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in the right-of-way or median by the DEVELOPER, its contractor or its employees, whether at fault of the DEVELOPER or a third-party, under any circumstances.

E. Land Use Approvals. The Parties agree that entry of this Agreement does not grant, assure or indicate any land use, zoning, subdivision, variance, vested right, or development approvals to the DEVELOPER, its successors, assigns, or any other third party not a formal party hereto.

3. Term of Agreement and Termination. This Agreement shall become effective when signed by both Parties and on the date on which this Agreement is executed by the last party hereto. The date on which the Agreement signed by the last party shall be deemed the "Effective Date." If the DEVELOPER is unable to obtain all necessary approvals for the installation of Improvements from the COUNTY or any other governmental agency, the DEVELOPER shall not be liable for, and the COUNTY will not seek damages or specific performance of this Agreement. In the event the DEVELOPER fails to complete its obligations set forth in this Agreement, subject to any notice and cure provisions set forth in this Agreement, the COUNTY may send written notice to the DEVELOPER of the default. If the default is not remedied to the satisfaction of the COUNTY in accordance with any notice and cure provisions set forth in this Agreement, the COUNTY may terminate this Agreement. Either Party, with or without cause, may terminate this Agreement upon thirty (30) days written notice to the other Party. Upon default of this Agreement by DEVELOPER, the COUNTY reserves the right to remove landscaping and/or lighting it so chooses, and the COUNTY shall not be responsible for the replacement of said removed Improvements, subject, however, to any third-party agreements for lighting including, without limitation, any Lighting Service Agreement with Duke Energy.

4. Default. DEVELOPER shall be in default of this Agreement if DEVELOPER fails to complete all of the maintenance requirements identified in Paragraph 2(C) of this Agreement, and DEVELOPER fails to cure such failure within thirty (30) days after receipt of written notice from COUNTY to DEVELOPER; provided, however, if such failure cannot reasonably be cured by the DEVELOPER within such thirty (30) day period, the DEVELOPER shall be afforded a reasonable period of time to cure such failure provided the DEVELOPER diligently, efficiently, and continuously pursues such cure to completion.

In the event of default by DEVELOPER, COUNTY may, at its option, take the following steps:

- A. COUNTY shall provide notice of default.
  - B. If the default is not cured, DEVELOPER agrees, consents, and waives any equitable defense to the COUNTY creating and establishing a Municipal Service Benefit Unit (MSBU), pursuant to Section 125.01(q), Florida Statutes, for the cost of maintenance of improvements in Paragraph 2C of this agreement.
  - C. By special assessment, the MSBU shall assess all current and future lot owners of record as shown in **Exhibit B**.
  - D. The notice shown in **Exhibit B** shall be recorded in the Public Records of Lake County at the DEVELOPER'S expense and a copy of the recorded notice will be provided to the COUNTY.
5. Compliance with Laws and Regulation. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

**MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS**

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6. **Notice.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand-delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, (iii) sent via US mail express, or (iv) one day after sent by nationally recognized overnight commercial courier (such as Federal Express), and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

**COUNTY**

County Manager  
Lake County  
P.O. Box 7800  
Tavares, Florida 32778

cc: Lake County Public Works  
P.O. Box 7800  
Tavares, Florida 32778

**DEVELOPER**

SK Hammock Oaks, LLC  
14025 Riveredge Drive, Suite 175  
Tampa, Florida 33637

cc.: Shuffield, Lowman & Wilson, P.A.  
1000 Legion Place, Suite 1700  
Orlando, Florida 32801

7. **Counterparts.** This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

8. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

9. **Non-Waiver.** No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

10. **Construction of Agreement.** This Agreement shall not be construed against either party on the basis of it being the drafter of this Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and Paragraph headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

11. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, the DEVELOPER shall comply with the Florida Public Records' laws, and shall:

A. Keep and maintain public records required by the County to perform the service.

B. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

**MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS**

---

C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the DEVELOPER does not transfer the records to the COUNTY.

D. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the DEVELOPER or keep and maintain public records required by the COUNTY to perform the service. If the DEVELOPER transfers all public records to the COUNTY upon completion of the contract, the DEVELOPER shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the DEVELOPER keeps and maintains public records upon completion of the contract, the DEVELOPER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

E. Failure to comply with this subsection will be deemed a breach of contract and enforceable as set forth in Section 119.0701, Florida Statutes.

F. Unless otherwise provided, DEVELOPER shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If DEVELOPER receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the DEVELOPER shall continue to maintain all service records until final resolution of the dispute or litigation.

**IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PUBLIC WORKS, ATTN: JEFF EARHART, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, LAKE COUNTY, FLORIDA, OR 352-253-6000 OR VIA EMAIL AT [CR\\_ENGINEERING@LAKECOUNTYFL.GOV](mailto:CR_ENGINEERING@LAKECOUNTYFL.GOV).**

12. **Records and Audits.** The DEVELOPER shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the DEVELOPER'S place of business at all reasonable times during the term of this Agreement.

13. **Equal Opportunity Employment.** The DEVELOPER agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

14. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

**MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS**

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15. **Assignment.** This Agreement and all of the rights, obligations and responsibilities hereunder, shall not be assignable without the prior written notice of such assignment to the other Party to this Agreement, provided however that, upon 10 days prior written notice to the County, the Developer may unilaterally assign its obligations hereunder to the Hammock Oaks Community Development District. It is understood and agreed by the Parties that upon such assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement. In the event of the dissolution of the DEVELOPER, the DEVELOPER shall immediately notify the COUNTY. Upon assignment to a community development district ("CDD"), nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutorily 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 the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

16. **Indemnity.** The DEVELOPER shall protect, defend, indemnify, and hold harmless, the COUNTY, its officers, commissioners, council members, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable attorney's fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of the DEVELOPER itself, its agents, employees, successors, or representatives in the performance of its obligations under this Agreement. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the COUNTY beyond any statutorily 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 under the Doctrine of Sovereign Immunity or by operation of law.

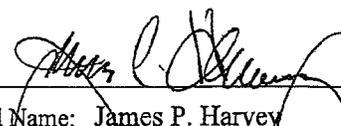
17. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida and venue shall be in Lake County, Florida.

**IN WITNESS WHEREOF**, the Parties have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, and DEVELOPER, signing by and through its authorized representative.

**DEVELOPER**

**SK HAMMOCK OAKS LLC**

  
\_\_\_\_\_  
Printed Name: Thomas Watson  
  
\_\_\_\_\_  
Printed Name: Bryon T. LoPrete

By:   
\_\_\_\_\_  
Printed Name: James P. Harvey  
Title: Authorized Signatory  
\_\_\_\_\_  
This      day of September, 2025.

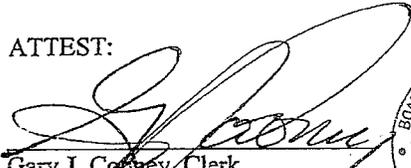
**MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS**

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**COUNTY**

LAKE COUNTY, FLORIDA through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

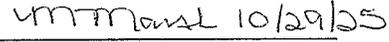
  
Gary J. Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida



  
Leslie Campione, Chairman

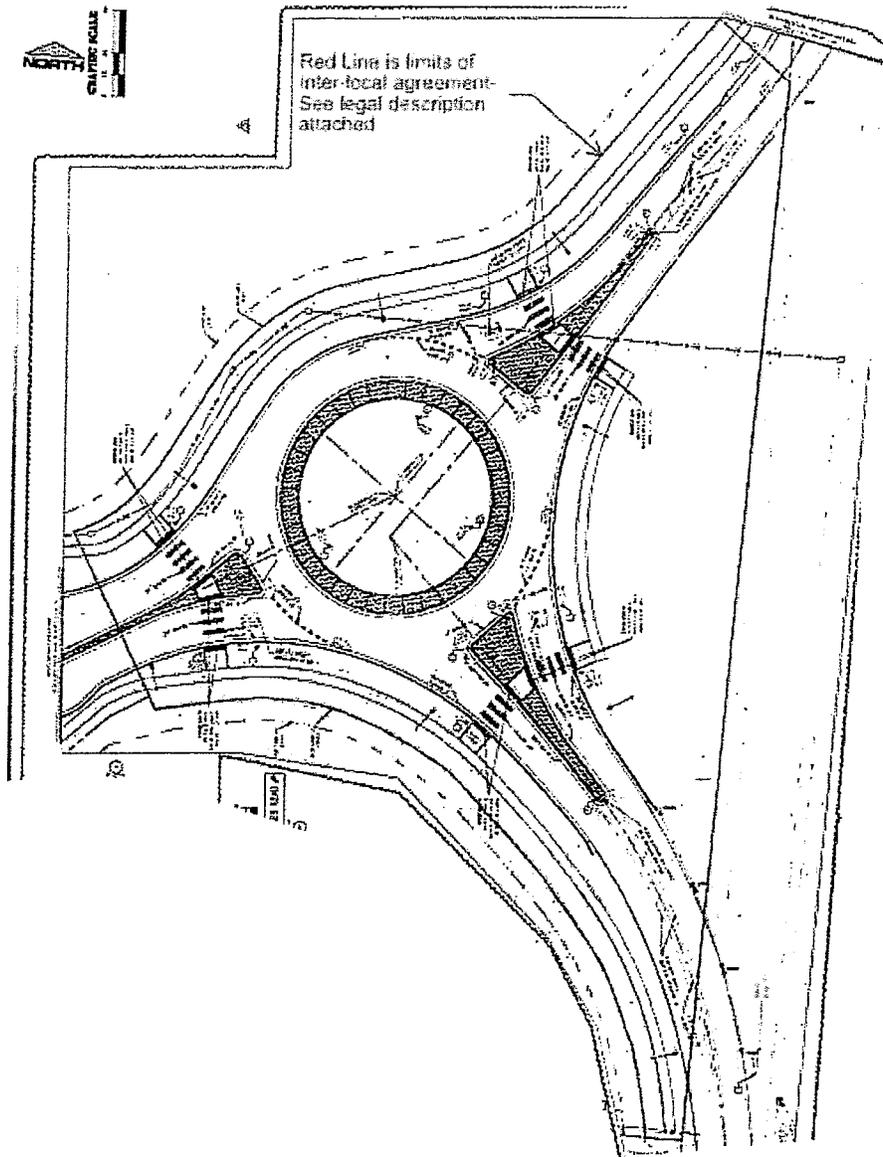
This 28 day of October, 2025.

Approved as to form and legality:

  
Melanie Marsh, County Attorney

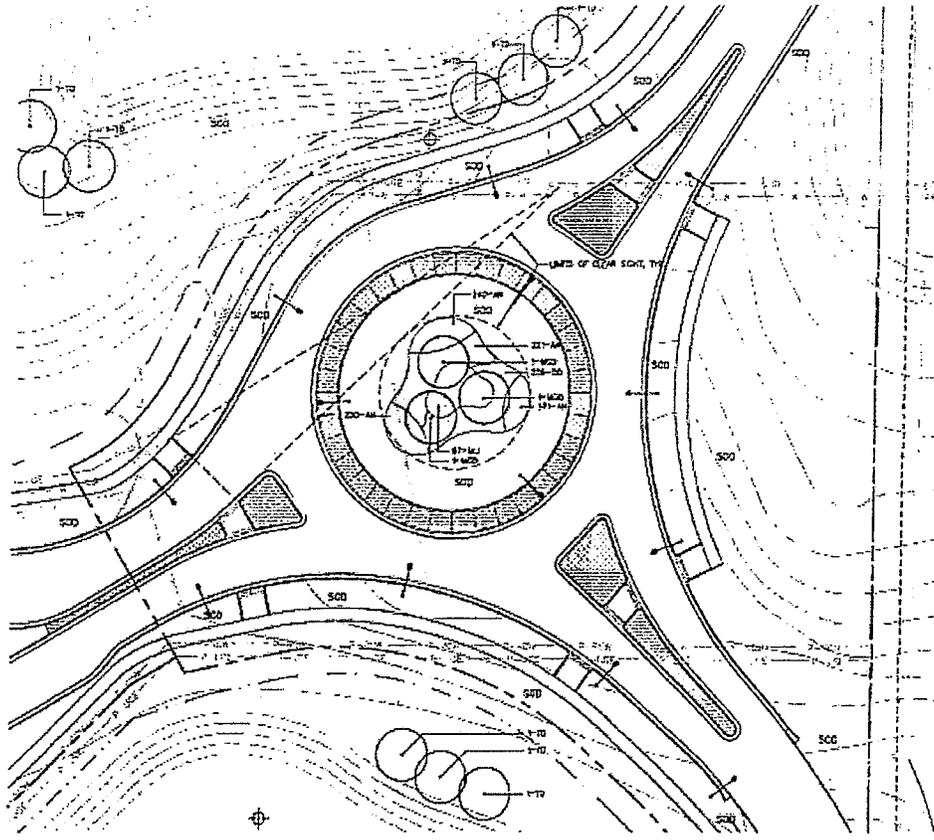
**MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS**

**EXHIBIT A-1  
ILLUSTRATIONS FOR THE PROJECT**



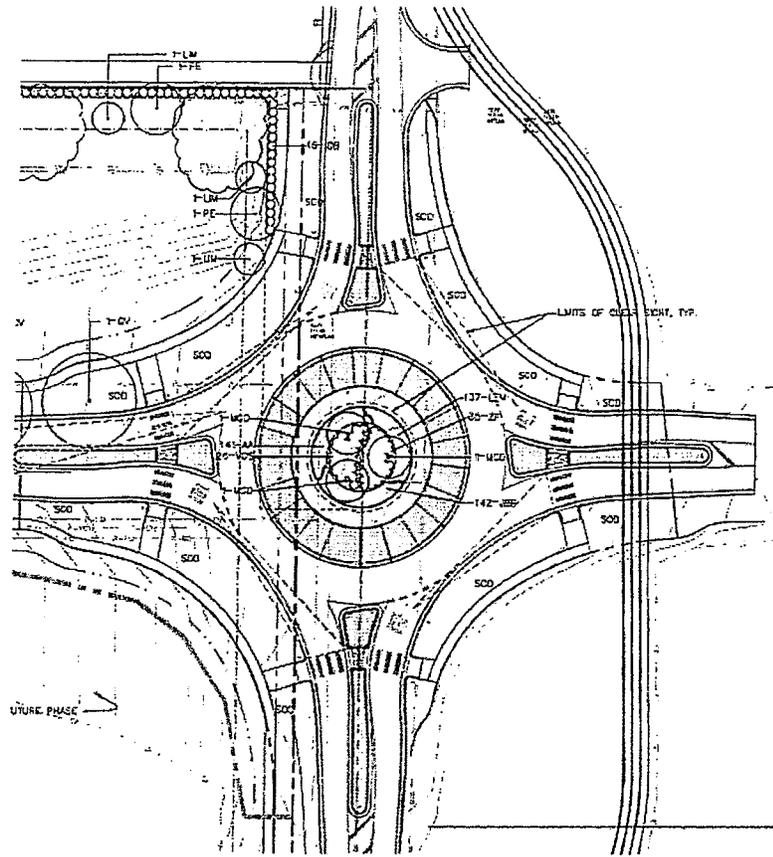
**MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS**

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MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS



MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS

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EXHIBIT A-2  
LEGAL DESCRIPTION OF MAINTENANCE AREA

**DATE:** February 6, 2025

**DESCRIPTION FOR:** Sunshower Lane / Rolling Acres Road Roundabout

A PARCEL OF LAND SITUATED IN SECTION 29 AND SECTION 30, COUNTYSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 30, THENCE SOUTH 89°40'04" EAST, ALONG THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT OF WAY LINE OF ROLLING ACRES ROAD (HAVING A RIGHT OF WAY WIDTH THAT VARIES); THENCE DEPARTING THE NORTH LINE OF SAID SECTION 29, SOUTH 0°13'22" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 12.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 12°51'01" EAST, 6.77 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°33'53", AN ARC LENGTH OF 6.79 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 280.50 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 6°46'01" EAST, 16.63 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°23'54", AN ARC LENGTH OF 16.64 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.50 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 16°23'14" EAST, 49.75 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°50'30", AN ARC LENGTH OF 49.91 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 80.50 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 28°29'56" EAST, 11.77 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°22'54", AN ARC LENGTH OF 11.78 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.50 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 35°23'22" EAST, 17.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°23'57", AN ARC LENGTH OF 17.01 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 80.50 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 61°09'07" EAST, 63.07 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°07'33", AN ARC LENGTH OF 64.81 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 180.50 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 87°16'09" EAST, 19.24 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°06'31", AN ARC LENGTH OF 19.24 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 380.50 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 89°17'51" EAST, 5.03 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°45'29", AN ARC LENGTH OF 5.03 FEET TO THE END OF SAID CURVE; THENCE SOUTH 7°12'33" EAST, A DISTANCE OF 74.13 FEET; THENCE SOUTH 84°28'37" WEST, A DISTANCE OF 9.91 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 160.50 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 71°32'54" WEST, 75.59 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°14'30", AN ARC LENGTH OF 76.31 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 80.50 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 34°42'33" WEST, 63.47 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°26'12", AN ARC LENGTH OF 65.24 FEET; TO THE BEGINNING OF A REVERSE

**MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS**

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CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 25°24'37" WEST, 12.03 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°50'18", AN ARC LENGTH OF 12.15 FEET TO THE END OF SAID CURVE, SAID POINT LYING ON AFOREMENTIONED EAST RIGHT OF WAY LINE; THENCE SOUTH 0°13'22" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 32.11 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 89°46'38" WEST, A DISTANCE OF 69.99 FEET TO THE WEST RIGHT OF WAY LINE OF SAID ROLLING ACRES ROAD, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 160.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 9°50'48" WEST, 44.18 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°52'13", AN ARC LENGTH OF 44.32 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°04'41" WEST, 94.81 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°35'32", AN ARC LENGTH OF 98.77 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 172.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 77°57'00" WEST, 21.46 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°09'06", AN ARC LENGTH OF 21.47 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 69°15'11" WEST, 10.63 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°32'43", AN ARC LENGTH OF 10.71 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 73°24'12" WEST, 19.79 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°50'44", AN ARC LENGTH OF 20.06 FEET TO THE END OF SAID CURVE; THENCE NORTH 0°09'31" EAST, A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 73°44'18" EAST, 19.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°52'17", AN ARC LENGTH OF 20.08 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 69°35'38" EAST, 10.64 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°34'58", AN ARC LENGTH OF 10.73 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 172.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 72°59'40" EAST, 53.17 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°46'54", AN ARC LENGTH OF 53.38 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 82.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 34°44'59" EAST, 80.39 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°42'28", AN ARC LENGTH OF 84.02 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 272.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 3°41'58" EAST, 16.10 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°23'33", AN ARC LENGTH OF 16.10 FEET TO THE END OF SAID CURVE SAID POINT LYING ON THE WEST RIGHT OF WAY LINE OF SAID ROLLING ACRES ROAD; THENCE NORTH 0°13'24" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 32.69 FEET TO THE NORTH LINE OF SAID SECTION 30; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, SOUTH 89°49'34" EAST, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

**THE ABOVE-DESCRIBED LANDS CONTAINS: 1.213 ACRES, MORE OR LESS.**

**MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS**

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**ALL AS SHOWN ON THE MAP  
ATTACHED HERewith AND MADE  
A PART HEREOF**

**MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS**

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**DATE:** February 6, 2025

**DESCRIPTION FOR:** Club Cresswind Drive / Rolling Acres Road Roundabout

A PARCEL OF LAND SITUATED IN SECTION 19, COUNTYSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF COMMON AREA / DRAINAGE EASEMENT "T", HAMMOCK OAKS PHASE 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGES 1 THROUGH 8 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF CLUB CRESSWIND DRIVE (HAVING A RIGHT OF WAY WIDTH THAT VARIES, AS SHOWN ON THE PLAT OF SAID HAMMOCK OAKS PHASE 1A), SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 187.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 25°40'15" WEST, 116.73 FEET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THROUGH THE FOLLOWING SEVEN (7) COURSES: 1) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°22'21", AN ARC LENGTH OF 118.71 FEET TO THE END OF SAID CURVE; 2) THENCE NORTH 43°51'25" WEST, A DISTANCE OF 20.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 202.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 45°56'25" WEST, 14.69 FEET; 3) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°10'00", AN ARC LENGTH OF 14.69 FEET TO THE END OF SAID CURVE; 4) THENCE NORTH 48°01'26" WEST, A DISTANCE OF 24.57 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 152.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 63°20'54" WEST, 80.34 FEET; 5) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°38'57", AN ARC LENGTH OF 81.31 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 122.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 89°50'40" WEST, 48.57 FEET; 6) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°57'54", AN ARC LENGTH OF 48.90 FEET TO THE END OF SAID CURVE; 7) THENCE SOUTH 78°21'43" WEST, A DISTANCE OF 36.38 FEET TO THE TRANSITION LINE OF PUBLIC TO CRESSWIND HOMEOWNER'S ASSOCIATION PRIVATE RIGHT OF WAY AS SHOWN ON THE PLAT OF SAID HAMMOCK OAKS PHASE 1A; THENCE NORTH 30°37'23" WEST, ALONG SAID TRANSITION LINE, A DISTANCE OF 91.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID CLUB CRESSWIND DRIVE, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 72.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 54°30'38" EAST, 32.41 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH THE FOLLOWING EIGHT (8) COURSES: 1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°00'47", AN ARC LENGTH OF 32.69 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 111.98 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 34°42'50" EAST, 26.48 FEET; 2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°34'48", AN ARC LENGTH OF 26.54 FEET TO THE END OF SAID CURVE; 3) THENCE NORTH 27°55'26" EAST, A DISTANCE OF 40.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 102.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 50°37'11" EAST, 78.71 FEET; 4) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°23'29", AN ARC LENGTH OF 80.81 FEET TO THE END OF SAID CURVE; 5) THENCE NORTH 73°18'55" EAST, A DISTANCE OF 48.69 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 97.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 54°45'56" EAST, 61.72 FEET; 6) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°05'59", AN ARC LENGTH OF 62.81 FEET TO THE END OF SAID CURVE; 7) THENCE NORTH 36°12'57" EAST, A DISTANCE OF 92.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 135.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 33°45'03" EAST, 11.61 FEET; 8) THENCE

**MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
FOR ROUNDABOUT IMPROVEMENTS**

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NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°55'48", AN ARC LENGTH OF 11.62 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 58°42'51" EAST, A DISTANCE OF 43.65 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ROLLING ACERS ROAD (HAVING A RIGHT OF WAY WIDTH THAT VARIES); THENCE SOUTH 0°18'07" WEST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 492.16 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID HAMMOCK OAKS PHASE 1A; THENCE NORTH 89°54'16" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 18.18 FEET TO THE POINT OF BEGINNING.

**THE ABOVE DESCRIBED LANDS CONTAINS: 1.805 ACRES, MORE OR LESS.**

**ALL AS SHOWN ON THE MAP  
ATTACHED HERewith AND MADE  
A PART HEREOF**

**MAINTENANCE AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SK HAMMOCK OAKS, LLC  
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**EXHIBIT B: NOTICE OF POTENTIAL TAX ASSESSMENT**

**SK Hammock Oaks LLC** ("DEVELOPER") has executed a Maintenance Agreement with Lake County whereby DEVELOPER has agreed to install certain community improvements such as street and landscape lighting, landscaping, and similar items within Lake County's right-of-way. The Maintenance Agreement obligates DEVELOPER to maintain these improvements at DEVELOPER's expense and to assume all liability for these improvements. The DEVELOPER'S obligations under the Maintenance Agreement will be assigned to the Hammock Oaks Community Development District.

If DEVELOPER defaults on the maintenance requirements identified in the Maintenance Agreement with Lake County, the County shall create and establish a Municipal Service Benefit Unit (MSBU), pursuant to Section 125.01(q), Florida Statutes, for the cost of maintenance of improvements identified in Paragraph 2C of the Maintenance Agreement. If established, the MSBU will levy a non-ad valorem assessment to all current and future lot owners of record which will be an additional fee on each property owners' annual property tax bill. If created, the MSBU will encumber all property within that certain area more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Maintenance Area.")

If an MSBU is created and placed on the annual property tax bill, lot owners are hereby notified that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

**BY PURCHASING A LOT WITHIN THE MAINTENANCE AREA, YOU HEREBY CONSENT TO THE CREATION OF THE MSBU AND ANY ADDITIONAL ASSESSMENT THIS CREATES ON YOUR PROPERTY IN THE EVENT OF DEFAULT BY DEVELOPER, OR DEVELOPER'S SUCCESSORS-IN-INTEREST, INCLUDING ANY FUTURE PROPERTY OWNER'S ASSOCIATION THAT ASSUMES RESPONSIBILITY FOR ALL COMMUNITY IMPROVEMENTS.**

**DEVELOPER**

ATTEST:

**SK Hammock Oaks, LLC**

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

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

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

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

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

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

State of Florida  
County of \_\_\_\_\_

SWORN TO and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is/are personally known to me or has/have produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public (Signature)  
Print Name:  
My Commission Expires:

# Tab 9

## AGREEMENT FOR POOL MAINTENANCE SERVICES

This "Agreement" is by and between: Hammock Oaks Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 3434 Colwell Ave, Suite 200, Tampa, Florida 33614 ("District"), and McDonnell Corporation d/b/a Resort Pool Services ("Contractor") with an address of 14525 Johns Lake Road, Clermont, Florida 34711 and is dated December \_\_\_\_, 2025:

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the date first written above.
2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "Services" outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
3. **TERM.** Contractor shall provide the Services beginning upon the full execution of this Agreement and continue through September 30, 2026, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1, 2026 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.
4. **COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
5. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Notwithstanding the immediately preceding sentence, the District shall give the Contractor a reasonable amount of time to perform said repairs if the materials required are not available in time for the Contractor to complete such repairs within a 24-hour period. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed in writing by the District.
6. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
7. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B**. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. The District, and its staff and Board Supervisors, shall be considered Additional Insureds under the insurance set forth in **Exhibit B**.
8. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
9. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 14 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.

10. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.

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

12. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

13. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

14. **ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

15. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.

[Signature blocks on the following page]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

MCDONNELL CORPORATION d/b/a RESORT POOL SERVICES

Signed by:  


By: **Bill Fife** 21AABD855FB74D4...

Its: Chairperson, Board of Supervisors

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

- Exhibit A:** Proposal
- Exhibit B:** Insurance Certificate with Endorsements

Exhibit A: Proposal



**POOL SERVICE PROPOSAL FOR HAMMOCK OAKS**

3x week pool service including chemicals.

\$2400 per month.

**Please take into consideration when reviewing other quotes:** Included in this price will be the supply and installation of a computer on your pool to add chemicals. The advantage of this is that the pool is being constantly monitored and any change in the chlorine level is corrected instantly by the computer, giving you and your residents safer water. Currently you just have a continuous feed of chlorine to the main pool and if lots of people are in the pool the chlorine pumps cannot maintain a steady level of chemicals, only once everybody is out of the pool will the chemicals slowly return to the level, they have set the pumps at. The computer removes guesswork from what level to set the chemical pumps at, as you will not know how busy the pool will be from one day to the next by having the computer installed this problem isn't an issue any longer.

**POOL CLEANING DUTIES**

- ✓ Test pool water on each visit and adjust Chlorine and PH levels if required.
- ✓ Vacuum or net pool on each visit. Brush walls and floor as required.
- ✓ Backwash filters to maintain flow required by the Florida Health Department
- ✓ Report any faults in pool equipment to the manager and once approved carry out repairs.
- ✓ Clean tile as required.
- ✓ Maintain computers.
- ✓ Blow off pool deck.
- ✓ Pick up trash within the pool area.

Thank you,

Simon McDonnell

Operations Manager

**Exhibit B: Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 707 Pennsylvania Ave Ste 1300 Altamonte Springs FL 32701	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 321-397-3870		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> CertRequests@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> Greenwich Insurance Company			22322
<b>INSURER B:</b> Technology Insurance Company, Inc			42376
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**INSURED** RESOPOO-01  
 McDonnell Corporation DBA Resort Pool Services  
 Swim Lifts  
 RPS Startups  
 14525 Johns Lake Road  
 Clermont FL 34711

**COVERAGES**

CERTIFICATE NUMBER: 1004599288

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NGL-1010144-00	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4618850	5/1/2025	5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Hammock Oaks Community Development District  
 3434 Colwell Avenue, Suite #200  
 Tampa FL 33614

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Tab 10

**MKA International, Inc.**

**Construction Consultants & Engineers**

100% Employee Owned Company

FLORIDA CONTRACTOR LICENSE NO. CGC054353

January 12, 2026

LYNN HAYES, DISTRICT MANAGER  
**HAMMOCK OAKS CDD**  
3434 COLWELL AVENUE, SUITE 200  
TAMPA, FL 33614

**RE: HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT V. RECOVERED ENERGY  
TECHNOLOGIES USA, INC.  
KUTAK ROCK LLP FILE NO.: PLEASE ADVISE  
REPRESENTS: HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT  
SITE ADDRESS: 356 HAMMOCK OAKS BOULEVARD, LADY LAKE, FL 32159  
MKA PROJECT NO.: 2025.2675  
BUDGET PROPOSAL FOR CLEARWORLD LIGHTING DESIGN ANALYSIS**

Dear Ms. Hayes:

Further to your email on July 25, 2025, *MKA International, Inc. (MKA)* hereby confirms our bid proposal on the above-referenced project.

**Our tasks will be as follows:**

- Perform structural analysis of light pole design and code compliance.

A budget for our services, based on our knowledge at this time is **approximately \$6,250**. Note: The total cost of \$25,000 for analysis is equally distributed amongst four communities, all of which must approve budget for commencement of analysis. Please note, the above budget excludes any applicable sales tax.

The above services will be billed on a time and expense basis in accordance with the enclosed Terms & Conditions and Fee Schedule. Please advise us of any special billing procedures (i.e., if you wish us to forward our invoices to paying party/parties directly on your behalf) or any other special instructions we should follow to facilitate the processing of our monthly invoices.

If applicable and for the purposes of billing only, please provide us the insurance carrier(s) information involved in this matter, including the claim and policy number(s) and contact information. In the event that our invoice is not paid within 90 days, we reserve the right to reach out to the paying parties directly.



# MKA International, Inc.

100% Employee Owned Company

Lynn Hayes, District Manager

MKA Project No.: 2025.2675

January 12, 2026

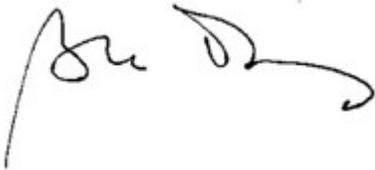
Page 2 of 2

Please sign and date this letter agreement where indicated below and return the original to my attention. If we do not receive notice to the contrary, or an executed copy is not received within ten days, acceptance of this agreement will be assumed, and work will be performed under the enclosed Terms & Conditions.

I would like to thank you for giving us the opportunity to assist you, and look forward to contributing towards a successful resolution.

Sincerely,

**MKA INTERNATIONAL, INC.**



Blake A. Tuomy, PE  
Regional Manager

BAT/ktt

Accepted for: **HAMMOCK OAKS CDD**

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

Signed by:  
  
21AABD855FB74D4...  
Chairperson

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

1/12/2026

Enclosures: Terms & Conditions  
Fee Schedule



**MKA INTERNATIONAL, INC.**  
**STANDARD GENERAL TERMS AND CONDITIONS**

---

**ARTICLE 1 - SERVICES OF MKA**

**1.1 Scope of Services.** MKA's scope of Services ("Services") shall be limited to those services expressly set forth in the cover pages of the Agreement. The Services shall be subject to the terms and conditions set forth herein.

**1.2 Licensure.** MKA shall procure and maintain the appropriate business and professional licenses and registrations necessary to provide its services. Upon Client's request (and for additional compensation, if not already included in the MKA Services), MKA shall assist Client in attempting to obtain, or on behalf of Client and in Client's name, attempt to obtain, those permits and approvals required for the Project for which MKA Services are being rendered.

**1.3 Unexpected Conditions.** If conditions actually encountered at the Project site differ materially from those represented by Client, or shown or indicated in the Contract Documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the Project, the MKA Services, and MKA's Fee Schedule, of the Agreement shall be equitably adjusted.

**1.4 Use of Sub-consultants.** Without modifying the Services or Fee Schedule, at the request of the Client and/or where MKA deems it necessary, MKA may employ Sub-consultants to assist in furnishing its Services.

**ARTICLE 2 - FEES FOR ADDITIONAL SERVICES**

Fees for MKA Services attributable to any additional services provided by MKA, which are not specifically included in the cover pages ("Additional Services"), will be based on the actual time expended on the Project, including travel, with the hourly rates based on the MKA Fee Schedule. Reimbursable expenses will be based on the rates listed on the MKA Fee Schedule. MKA will not commence work on any Additional Services that would require an additional fee pursuant to this Section without the prior written consent of the Client.

**ARTICLE 3 - RENDERING SERVICES**

MKA shall perform its Services in keeping with the Standard of Care (as defined herein). MKA shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of its Services or MKA's inability to complete its performance resulting from (i) strikes, work stoppages, walkouts, lockouts, accidents, pandemics, epidemics, government mandated shut-downs, acts of God, war, riot, explosion, terrorism, weather, natural calamities, acts of government or national emergency, defaults of Contractors, Subcontractors, Sub-consultants or Suppliers, and other delays unavoidable or beyond MKA's reasonable control; (ii) delays caused by failure of Client, Client's agents or Client's Contractor to furnish information or to approve or disapprove MKA's work promptly; (iii) due to late or slow, or faulty performance by Client, other Contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of MKA's work and/or (iv) supply chain disruptions, regardless of the cause of such disruption. In the event of any such cause of delay, the time of completion and compensation shall be equitably adjusted.

**ARTICLE 4 - PAYMENTS TO MKA**

**4.1 Invoices.** Invoices for fees and other charges shall be prepared in accordance with MKA's standard invoicing practices and shall be submitted to Client not more frequently than monthly for all Services rendered as the work progresses. The net amount shall be due within thirty (30) calendar days. Payments on invoices submitted by MKA for Services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants or other sources. Invoices for payment shall not be offset by any claims for withholding or deductions by Client, unless MKA agrees or has been finally determined liable for such amounts.

**4.2 Late Payments.** Invoices are due and payable within thirty (30) calendar days of receipt. If Client fails to pay an MKA invoice within such thirty (30) days after receipt, Client shall pay interest thereon (before and after any judgment) at an annual rate (but with interest accruing on a daily basis) of the lesser of four percent (4%) above the prime rate as reported in The Wall Street Journal, and the maximum rate permitted by applicable law, such interest to run from the date upon which payment of such sum became due until payment thereof in full to MKA together with such interest.

**4.3 Suspension of Services.** If Client does not pay an MKA invoice within thirty (30) calendar days of submission to Client, MKA may, in addition to collecting the interest due under Section 4.2 hereof, provide written notice to the Client notifying Client of MKA's action to suspend further Services until all outstanding payments, including all interest for late payments, are brought current. The Client agrees to indemnify and hold MKA harmless from any claim or liability resulting from such suspension.

**4.4 Recordkeeping.** Records of MKA's direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations.

**ARTICLE 5 - SUSPENSION OF SERVICES**

The Client may, at any time, by written notice to MKA, suspend further Services by MKA. The Client shall remain liable for, and shall promptly pay MKA for all services rendered up to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf. Client shall pay MKA pursuant to the rates and charges set forth in MKA Fee Schedule. The Client agrees to indemnify and hold MKA harmless from any claim or liability resulting from such suspension.

**ARTICLE 6 - STANDARD OF CARE**

**Professional Standard of Care.** The standard of care for all professional Services performed or furnished by MKA, its Employees, Independent Professional Associates, and Sub-consultants under this Agreement shall be the skill and care ordinarily exercised by other members of MKA's profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the Services were provided by MKA (the "Standard of Care"). MKA shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**61 Compliance with Laws.** MKA and Client will use reasonable care to comply with applicable laws and regulations in effect in the State in which its services are being performed and in the geographic location of the Project at the time the Services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

**62 Use of Client Provided Information and Software.** MKA may use requirements, programs, software, instructions, reports, data, and information furnished by Client to MKA in performing its Services under this Agreement. MKA may rely on the accuracy and completeness of requirements, programs, software, instructions, reports, data, and other information furnished by Client to MKA and MKA shall have no duty to independently verify such information and MKA shall have no responsibility nor liability with respect to Client's choice of software systems. Client shall, only to the fullest extent permitted by law, waive any claims against MKA and its Sub-consultants, and indemnify and hold MKA and its Sub-consultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from MKA's reliance on or use of Client furnished information as described in this Section 6.3, for which Client is solely responsible, except to the extent of MKA and its Sub-consultant's negligence or wrongful acts, errors, omissions in regards to its own work, or in the event of a breach of contract by MKA.

**63 Opinions of Probable Costs.** When required as part of its work, MKA will furnish opinions of probable cost, but MKA does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by MKA hereunder will be made on the basis of MKA's experience and qualifications and will represent MKA's judgment as an experienced and qualified professional. However, users of the probable cost opinions must recognize that MKA does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or Contractors' means and methods of determining prices or performing the work or over the competitive bidding process.

**64 Review of Contractor's Shop Drawings and Submittals.** If review of a Contractor's shop drawings and submittals are included in MKA's Services, MKA shall review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit. This review is solely for the limited purpose of determining general overall conformance with the relevant party's design concept and shall not include a review of the accuracy, quality or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the Contractor and/or the Engineer of Record. MKA's review shall be conducted with reasonable promptness while allowing sufficient time, in MKA's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that MKA has reviewed the entire assembly of which the item is a component. MKA shall not be responsible for any deviations by the Contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of MKA by the Contractor in writing. MKA is not responsible for, nor shall MKA be in charge or control of, directly or indirectly, any construction means, methods, sequences or procedures, or coordination of any work or trade, construction safety or precautions on the Project.

#### **ARTICLE 7 - NO WARRANTY**

MKA makes no guarantees or warranties of any kind, express or implied, under this Agreement or otherwise, regarding, relating to, or in connection with MKA's Services. MKA expressly disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to its Services.

#### **ARTICLE 8 - CONSTRUCTION PHASE SERVICES**

**81 Construction Observation.** If construction observation is included in MKA's Services, MKA shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by Client and MKA, in order to observe and keep Client reasonably informed about the progress and quality of the portion of the work completed, and report to Client (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any Contractor's work, but rather to allow MKA, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with the relevant party's general overall design concept. If Client desires more extensive project observation or full-time representation, the Client shall request that such services be provided by MKA as Additional Services in accordance with the terms of this Agreement.

**82 Services Performed During Construction Phase.** If MKA performs any Services during the construction phase of the Project, MKA shall not supervise, direct, or have control over Contractor's work. MKA shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. MKA does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**83 Indemnification.** Client shall, only to the fullest extent permitted by law, waive any claims against MKA, its Officers, Directors, Employees, Shareholders, Agents, Representatives, Partners or Affiliates (collectively referred to in this Paragraph 8.3 as "MKA") and indemnify and hold MKA harmless from any claims, actions, losses, damages, liability, costs or expenses (including reasonable attorneys' fees and costs) arising from or relating to the implementation of any design recommendations, except to the extent of MKA's grossly negligent or wrongful acts, errors, omissions, or breach of contract by MKA.

#### **ARTICLE 9 - NO RESPONSIBILITY FOR SITE SAFETY**

Except for its own Sub-consultants and Employees, MKA shall not: (i) supervise, direct, have control over, or have authority to stop any Contractor's work; (ii) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any Contractor; be responsible for safety precautions and programs incident to any Contractor's work; or, (iii) be responsible for any failure of any Contractor to comply with laws and regulations applicable to the Contractor, all of which are the sole responsibility of the construction Contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of MKA is present at the project site performing his/her duties. Notwithstanding anything to the contrary, MKA shall never be deemed to have assumed responsibility for the Project's site safety by either contract or conduct. No act or direction by MKA shall be deemed the exercise of supervision or control of any Contractor's employees or the direction of any Contractor's performance.

## ARTICLE 10 - REVIEW OF CONTRACTOR'S APPLICATIONS

If review of a Contractor's applications is included in MKA's Services, MKA shall review the Contractor's applications and issue a recommendation on amounts substantiated. MKA's review shall be limited to an evaluation of the general progress of the work and the information contained in the Contractor's application and a representation by MKA that to the best of the MKA's actual knowledge, information, and belief, the Contractor has performed work, subject to further testing and inspection upon substantial completion. The issuance of a review of amounts substantiated shall not be construed as a representation that: MKA has made an exhaustive check or a detailed or continuous observation of the quality or quantity of the Contractor's work; approved the Contractor's means, methods, sequences, procedures, or safety precautions; or that Contractor's Subcontractors, laborers, and suppliers have been paid.

## ARTICLE 11 - CONFIDENTIALITY; INTELLECTUAL PROPERTY

**11.1 Confidentiality.** MKA agrees to keep confidential and not to disclose to any person or entity, other than MKA employees, Sub-consultants, and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to or generated by MKA or furnished to MKA and marked "Confidential" by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict MKA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for MKA to defend itself from any legal action or claim.

**11.2 Copyrights and Patents.** MKA shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of or relating to any claims that any goods or services furnished by MKA knowingly infringe any patent, trademark, trade name, or copyright.

## ARTICLE 12 - USE OF DOCUMENTS; PROPRIETARY RIGHTS; RELIANCE ON INFORMATION

**12.1 Documents Prepared by MKA.** All documents prepared by MKA are instruments of service with respect to the Project, and MKA shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the Project is completed.

**12.2 License for Use by Client.** MKA grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by MKA for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, on extensions of the Project, or on any other project. Any such reuse without written verification or adaptation by MKA, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, to the fullest extent permitted by law, waive any claims against MKA and its Sub-consultants, and indemnify and hold MKA and its Sub-consultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse. Any verification or adaptation of the documents for extensions of the Project or for any other project by MKA shall entitle MKA to additional compensation to be agreed upon by Client and MKA.

**12.3 Reliance on Information.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by MKA. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

**12.4 Electronic Media.** Because of the potential that the information presented in the electronic files can be altered, modified and/or added to, unintentionally or otherwise, MKA reserves the right to remove all reference of its ownership and/or involvement for each electronic file. Data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided are for informational purposes only and are not intended as an end-product. When transferring documents in electronic media format, neither Client nor MKA makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

## ARTICLE 13 - INSURANCE

**13.1 MKA Insurance Requirements.** MKA shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

**13.1.1 Commercial General Liability.** In the amount of \$1,000,000 each occurrence/\$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

**13.1.2 Auto Liability.** In the amount of \$1,000,000 Bodily Injury/Property Damage Combined Single Limit for Hired and Non-Owned Automobile Liability coverage.

**13.1.2 Umbrella Liability.** In the amount of \$5,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

**13.1.3 Workers' Compensation & Employers Liability.** Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than \$1,000,000 per accident/\$1,000,000 per disease/\$1,000,000 disease policy aggregate.

**13.1.4 Professional Liability.** In the amount of \$5,000,000 per claim/annual aggregate for professional errors and omissions.

## ARTICLE 14 - HAZARDOUS ENVIRONMENTAL CONDITIONS

**14.1 Disclosure of the Existence of Hazardous Environmental Conditions.** Client has disclosed to MKA all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, radioactive material, or other hazardous materials, as defined by Federal, State and local laws or regulations (collectively, "Hazardous Materials"), if any, located at, on, under or near the Project site, including its type, quantity, and location, or has represented to MKA that, to the best of Client's knowledge, no hazardous environmental conditions or Hazardous Materials exist at, on, under or near the Project site.

**14.2 No Environmental Responsibilities or Liability.** MKA's Services does not include any responsibility or liability for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other Hazardous Materials, as defined by Federal, State, and local

laws or regulations, nor shall MKA be responsible to Client for any delay, suspension or cessation of services caused or created by the presence of Hazardous Materials found to exist at, on, under or near the Project.

**ARTICLE 15 – INDEMNIFICATION.**

**15.1 Indemnification of Client.** MKA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its Officers, Directors, and Employees, Agents, Representatives, Partners or Affiliates (collectively referred to in this Paragraph 15.1 as “Client”) against claims, actions, proceedings, losses, damages, liabilities, expenses or costs, including reasonable attorneys’ fees and defense costs (each, an “Action”), to the extent caused by, arising out of or resulting from MKAs solely negligent acts or omissions under this Agreement and that of anyone for whom MKA is legally liable.

**15.2 Indemnification of MKA.** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MKA, its Officers, Directors, Employees, Shareholders, Agents, Representatives, Partners or Affiliates and Sub-consultants (collectively, MKA) against claims, actions, losses, damages, liabilities, expenses or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by, arising out of or resulting from Client’s negligent acts or omissions in connection with the Project and the acts of its Contractors, Subcontractor or consultants or anyone for whom the Client is legally liable and the presence and existence of any Hazardous Materials found at, on, under or near the Project. It is the intent of Client to indemnify MKA against whatever percentage of the above described losses are attributable to parties (including Client) other than MKA.

**15.3 Interpretation.** The indemnities provided in this Section shall be applicable to the fullest extent provided by the laws of the state in which the Project is located, but not beyond the extent that would otherwise render the provisions void or unenforceable.

**15.4 Process.** The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party’s sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party’s sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party’s prior written consent. The indemnified party’s failure to perform any obligations under this Section 15.4 shall not relieve the indemnifying party of its obligations under this Section 15.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

**15.5 Exceptions.** Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify or defend the indemnified party against any claim (whether direct or indirect) to the extent such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party’s (a) gross negligence or more culpable act or omission (including reckless or willful misconduct, or (b) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

**ARTICLE 16 – REMEDIES**

**16.1 LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN AGGREGATE OF MKA AND MKA OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO MKA’S SERVICES, THE PROJECT OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO STRICT NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY OR ARISING OUT OF ANY INDEMNITY, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED MKA’S TOTAL COMPENSATION UNDER THIS AGREEMENT. THE CLIENT AGREES TO BRING ANY CLAIMS AGAINST MKA, AND NOT ANY INDIVIDUAL OWNERS, DIRECTORS OR EMPLOYEES OF MKA.**

**16.2 WAIVER OF CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR MKA SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RELATED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF INCOME, LOSS OF REPUTATION, UNREALIZED SAVINGS OR DIMINUTION OF PROPERTY VALUE AND SHALL APPLY TO ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF WARRANTY.**

**ARTICLE 17 - MISCELLANEOUS PROVISIONS**

**17.1 Termination.** This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon thirty (30) calendar days prior written notice. MKA shall be entitled to compensation for all Services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after ten (10) calendar days written notice to the breaching party by the non-breaching party. Upon payment of all amounts due MKA, including all interest due for late payments, Client shall be entitled to copies of MKA files and records pertaining to Services performed for the Project prior to the termination of this Agreement.

**17.2 Successors, Assigns, and Third Parties.** This Agreement shall be binding upon each party's assigns, Successors, Executors, Administrators, and Legal Representatives. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or MKA. MKA Services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against MKA because of this Agreement or MKA’s performance of Services hereunder.

**17.3 Assignment.** Neither Client nor MKA may assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

**17.4 Governing Law; Personal Jurisdiction, Forum and Venue.** This Agreement shall be deemed to have been entered into and shall be construed, enforced and governed in all respects by the laws of the State of California as such laws are applied to agreements between California residents entered into and performed entirely in California. The parties acknowledge that this Agreement constitutes the minimum contacts necessary to establish personal jurisdiction in California and agree to California court’s exercise of personal jurisdiction. The Parties consent to forum, venue and jurisdiction in the State of California in the courts of Contra Costa County or the federal courts for the Northern District of California.

**175 Statute of Limitations.** Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of MKA's Services under this Agreement. To the maximum extent permitted by law, and as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of MKA's Services under this Agreement.

**176 Invalid Terms; Severability.** In the event any provisions of this Agreement are found to be illegal, invalid or otherwise unenforceable, the unenforceable provision will be deemed stricken. Striking such a provision shall have no effect on the enforceability of the remaining provisions of this Agreement and those remaining provisions shall continue in full force and effect as if the unenforceable provision was never included in the Agreement.

**177 Mediation.**

**17.7.1 Process.** The Client and MKA agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. Upon written notice by either Client or MKA of an alleged breach of the terms and/or performance of this Agreement, which written notice shall be given within fifteen (15) calendar days of the alleged breach, the parties agree first to mediate in good faith to resolve any dispute or claim arising between them out of this Agreement before resulting to court action. The parties shall have thirty (30) calendar days from the date of notice of the alleged breach to select a mutually agreeable mediator.

**17.7.2 Mediation Fees.** Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, either party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action.

**17.8 Waiver.** A waiver of any terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

**17.9 Headings.** The headings used in this Agreement are for general ease of reference only. They have no independent meaning and are singly interpretive of this Agreement.

**17.10 Integration and Definitions.** This Agreement, together with all enclosures hereto and documents referenced herein, are incorporated by reference into each other, and supersede all prior or contemporaneous written and oral discussions, understandings, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement. All capitalized terms used in the Agreement, unless otherwise defined herein, shall refer to those terms otherwise set forth and defined in the Agreement for Professional Services to which this enclosure is included.

**17.11 Survival of Covenants.** Notwithstanding completion or termination of this Agreement for any reason, all representations, limitations of liability, and indemnification obligations contained in this Agreement, including without limitation, the provisions set forth in Articles 15 and 16, shall survive such completion or termination and remain in full force and effect until fulfilled and all requisite and applicable statutes of limitation have past.

**17.12 Modification.** This Agreement may not be amended, revised, modified or otherwise changed in any manner, unless made in writing and signed by the parties hereto. Any other attempt to modify this Agreement, whether oral or written, unless compliant with this Paragraph, shall be of no force or effect. Failure of any party at any time or times to require performance of any provision hereof shall in no manner affect his or its right at a later time to enforce the same. No waiver by a party of a breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. of agreement contained in the Agreement. Provided however, that notwithstanding this Paragraph, adjustments in compensation to MKA or the period for performance of services provided by MKA, may be adjusted, from time to time, by MKA whether in writing or otherwise, to accommodate changes in scope and/or adjustments in time of performance and/or cost and compensation for services rendered, as directed by the Client, other Contractors, or the Project's status. As such, if such change, Additional Services or suspension of Services results in any increase or decrease in costs of, or time required for, the performance of MKA's Services, Client and MKA agree that an equitable adjustment shall be made, and the Agreement modified accordingly, whether in writing or otherwise.

**17.13 Third Parties.** This Agreement shall not create nor is intended to create any rights or contractual relationship with or cause an action in favor of any third party against MKA. The Services provided by MKA are solely for the benefit of Client. No other person or entity shall have the right to any claim against MKA arising from or relating to this Agreement or the Services provided to Client by MKA.

**17.14 Independent Contractor.** MKA and Client are Independent Contractors. Nothing in this Agreement shall be read or interpreted to create any agency, joint venture, partnership or employment relationship between the parties, and neither party shall have any right, power or authority to act or create any obligation or commitment, express or implied, on behalf of the other party, nor exercise control or direction over the means or methods by which MKA or its Sub-consultants provide Services under this Agreement.

**17.15 Attorneys' Fees.** If any legal action, mediation, arbitration or any other proceeding is brought for the purpose to enforce or interpret this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

**END OF STANDARD GENERAL TERMS AND CONDITIONS**


**MKA International, Inc.**
**Construction Consultants & Engineers**

100% Employee Owned Company

**FEE SCHEDULE**

<u>Professional Services</u>	<u>Hourly Rate</u>
Principals	\$350
Architects   Building Technology Consultants	\$185-335
Clerk of The Works Consultants	\$125-205
Construction Consultants	\$185-335
Construction Cost Estimators	\$185-335
Construction Management	\$185-335
Electrical Consultants   Engineers   Estimators	\$185-335
Engineers [Civil   Structural]	\$195-335
Fire & Electrical Forensic Consultants   Engineers	\$175-335
Geotechnical Consultants   Engineers   Geologists	\$185-335
Mechanical Consultants   Engineers   Estimators	\$185-335
Restoration Consultants   Estimators	\$185-335
Roofing Consultants   Estimators	\$185-335
Scheduling Consultants	\$185-335
Technical [Graphics   Analysts   Specialized IT Operations]	\$135-245
Support Services	\$95
 <u>Other Services</u>	
Construction Defect / Litigation Support	\$230-375
Deposition / Expert Witness Testimony (2 Hour Minimum   Travel/Wait Time at Regular Rate)	\$525/hr
Appraisal Services - Umpire	\$525/hr
Appraisal Services - Appraiser	\$350/hr
UAV Services	\$250/day
Matterport 3D Imagery	\$300/3D Space
Structural/Architectural Water Intrusion Testing Spray Rack Fee	\$1,500/per project
Resistograph (Wood Decay Testing Device)	\$300/day
K9 Accelerant Detection Services	\$200/hr
Reimbursable Expenses & Sub-Contractor/Sub-Consultant Services	Cost plus 10%
Automobile Use - Based Upon IRS Published Rates	Cost plus 10%
Photocopying, Binding and Digital Photo Printing	At MKA Cost



# Tab 11

**THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDING SHOULD BE RETURNED TO:**

SCOTT A. COOKSON, ESQ.  
SHUFFIELD, LOWMAN & WILSON, P.A.  
1000 LEGION PLACE, SUITE 1700  
ORLANDO, FL 32801  
407-581-9800

**Cross Reference To:**  
Book 6387, Page 238  
Book 6567, Page 1317  
Public Records of  
Lake County, Florida

**SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT**

This Second Amendment to Reciprocal Easement Agreement (this “**Second Amendment**”) is made as of the \_\_\_ day of December, 2025 (the “**Effective Date**”), by and among SK HAMMOCK OAKS LLC, a Delaware limited liability company (“**SK**”), HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“**HO CDD**”), and VSI LADY LAKE, LLC, a Georgia limited liability company (“**VSI**”).

**RECITALS**

**WHEREAS**, SK, HO CDD and VSI entered into that certain Reciprocal Easement Agreement dated August 20, 2024, and recorded in Official Records Book 6387, Page 238 (the “**Original Agreement**”), as amended by that certain First Amendment to Reciprocal Easement Agreement dated July 22, 2025, and recorded in Official Records Book 6567, Page 1317, all of the Public Records of Lake County, Florida (the “**First Amendment**”, or together with the Original Agreement, the “**REA**”); and

**WHEREAS**, VSI conveyed a portion of the VSI Property (as that term is defined in the REA) (the “**FCU Property**”) to FLORIDA CREDIT UNION, a Florida state-chartered credit union (“**FCU**”) by that certain Special Warranty Deed dated September 16, 2025, and recorded in Official Records Book 6601, Page 365, aforesaid records; and

**WHEREAS**, SK, HO CDD and VSI wish to amend the terms of the REA in order to release that portion of the VSI Property more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the “**Removed Land**”) from the terms, conditions and restrictions set forth in the REA so that the Removed Land can be deeded to the Lake County for the installation of a turning lane into the VSI Property, and FCU is willing to consent to the release of such Removed Land from the REA as provided herein; and

**WHEREAS**, SK, HO CDD and VSI wish to further amend the terms of the REA pursuant to the terms of this Second Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Capitalized Terms; Incorporation.** All capitalized terms used herein, unless otherwise defined or modified herein, shall have the same meanings as set forth in the REA. The foregoing Recitals are true and correct and are hereby incorporated into the body of this Second Amendment by this reference.
2. **Release of Removed Land.** The parties hereby acknowledge and agree that, from and after the Effective Date of this Second Amendment, the Removed Land is hereby removed and shall no longer be bound by the terms,

conditions and restrictions of the REA. For the avoidance of doubt, from and after the Effective Date hereof, any and all references to the “VSI Property” in the REA shall exclude the Removed Land.

5. Effect on REA. Except as modified herein, the REA remains unchanged. In the event of a conflict between this Second Amendment and the REA, this Second Amendment shall control and govern.
6. Ratification. All other provisions of the REA not in conflict with the terms of this Second Amendment are hereby ratified, and the REA, as amended hereby, shall remain in full force and effect.
7. Counterparts. This Second Amendment may be executed in counterparts, all of which taken together shall constitute one and the same document.
8. Miscellaneous. This Second Amendment shall be recorded in the public records of Lake County, Florida, and shall be governed by the laws of the State of Florida.

*[Signatures appear on following pages]*

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, VSI has caused this Second Amendment to be executed under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

**VSI:**

**VSI LADY LAKE, LLC**, a Georgia limited liability company

By: Venture South Investments, LLC  
Its: Manager

By: \_\_\_\_\_(Seal)  
Robert H. Ledbetter, Jr., Manager

\_\_\_\_\_  
Signature – Witness No. 1

\_\_\_\_\_  
Printed Name – Witness No. 1

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

\_\_\_\_\_  
Signature – Witness No. 2

\_\_\_\_\_  
Printed Name – Witness No. 2

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

STATE OF GEORGIA

COUNTY OF FLOYD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Robert H. Ledbetter, Jr., as Manager of Venture South Investments, LLC, as Manager of VSI Lady Lake, LLC, a Georgia limited liability company, on its behalf. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_

[Notary Seal]

*[Signatures continue on following page]*

[Signatures continued from prior page]

IN WITNESS WHEREOF, SK has caused this Second Amendment to be executed under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

**SK:**

**SK HAMMOCK OAKS LLC**, a Delaware limited liability company

\_\_\_\_\_  
Signature – Witness No. 1

By: \_\_\_\_\_ (SEAL)  
James P. Harvey, Authorized Signatory

\_\_\_\_\_  
Printed Name – Witness No. 1

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

\_\_\_\_\_  
Signature – Witness No. 2

\_\_\_\_\_  
Printed Name – Witness No. 2

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

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_November, 2025, by James P. Harvey, as Authorized Signatory of SK Hammock Oaks LLC, a Delaware limited liability company, on its behalf. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_

[Notary Seal]

[Signatures continue on following page]

*[Signatures continued from prior page]*

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Signature – Witness No. 1

\_\_\_\_\_  
Printed Name – Witness No. 1

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

\_\_\_\_\_  
Signature – Witness No. 2

\_\_\_\_\_  
Printed Name – Witness No. 2

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of Hammock Oaks Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on its behalf. He/she  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_

[Notary Seal]

*[Consent by FCU appears on following page]*

**The foregoing Second Amendment is hereby consented to and approved by:**

Signed, sealed and delivered in  
the presence of:

**FCU:**

**FLORIDA CREDIT UNION**, a Florida state-  
chartered credit union

\_\_\_\_\_  
Signature – Witness No. 1

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

\_\_\_\_\_  
Printed Name – Witness No. 1

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

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

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

\_\_\_\_\_  
Signature – Witness No. 2

\_\_\_\_\_  
Printed Name – Witness No. 2

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization,  
this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_  
of Florida Credit Union, a Florida state-chartered credit union, on its behalf. He/she  is personally known to me or   
has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_

[Notary Seal]

**EXHIBIT A**  
**Removed Land**

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 00°24'16" EAST ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 61.00 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°51'07" EAST, A DISTANCE OF 47.25 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD AND THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 466; THENCE CONTINUE SOUTH 89°51'07" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 284.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°51'07" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 514.19 FEET; THENCE SOUTH 0°08'53" WEST, A DISTANCE OF 17.00 FEET; THENCE NORTH 89°51'07" WEST, A DISTANCE OF 514.19 FEET; THENCE NORTH 0°08'53" EAST, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.



# Tab 12

## FACILITIES MANAGEMENT AGREEMENT

THIS FACILITIES MANAGEMENT AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”), and is by and between:

**HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Ave., Unit 200, Tampa, Florida 33614 (“District”); and

**FIRSTSERVICE RESIDENTIAL PROPERTY MANAGEMENT, INC.**, a Florida corporation, and whose mailing address is c/o 1601 SW 80<sup>th</sup> Terrace, Suite 300, Plantation, Florida 33324 (“Contractor” or “FirstService”).

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“Act”); and

**WHEREAS**, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, improvements and infrastructure in conjunction with the development of lands within the District; and

**WHEREAS**, the District presently owns and is continuing to construct and/or acquire various stormwater improvements, conservation areas, hardscaping, landscaping, irrigation systems, street lights, roadways, common areas, and amenities (together, “Facilities”) located within and/or adjacent to the District and located at Douglas Hill Drive and Trastevere Street, Lady Lake, FL 32159; and

**WHEREAS**, the District operates and maintains the Facilities and desires to retain an independent contractor to provide for field operations management for the Facilities; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Contractor to manage the operation and maintenance of the Facilities.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **SERVICES.** The Contractor shall provide the “Services” to the District, and for the District’s Facilities pursuant to this Agreement and as set forth in **Exhibit A**. All persons performing the Services will be employees of the Contractor. Contractor and the District each acknowledge and agree that persons performing Services pursuant to this Agreement are not employees of the District under the meaning or

application of any Federal or State Unemployment or Insurance Laws or otherwise.

In addition to the Services described above, or in any addendum executed between the parties, the District may, from time to time, require additional services from the Contractor. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered “**Additional Services.**” If any Additional Services are required or requested, the Contractor will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any Additional Services. The Contractor shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Contractor.

3. **TERM.** The Services as provided in this Agreement shall commence on the Effective Date of this Agreement and shall continue through September 30, 2026 (“**Initial Term**”), unless terminated pursuant to its terms. This Agreement shall automatically renew thereafter for one-year periods thereafter beginning October 1, unless terminated pursuant to its terms. The Contractor acknowledges that the prices of this Agreement are firm and that the Contractor may change the prices only with the District’s written consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

4. **FEES AND EXPENSES; PAYMENT TERMS.**

a. **FEES AND EXPENSES.**

i. The District shall pay the Contractor for the Services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Contractor’s compensation for Services provided pursuant to this Agreement, the District shall compensate the Contractor only for those Services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Contractor will invoice the District for the Services as soon as may be practicable bi-weekly in the amounts set forth in **Exhibit B**. The fees for those Services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those Services are required.

ii. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District’s adoption of the General Fund Budget shall not constitute the District’s consent for payment of any such fees or expenses.

iii. In the event the District authorizes a change in the scope of services requested, Contractor shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed in writing by the parties before Contractor is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

iv. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Contractor or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

**b. PAYMENT TERMS.**

i. **Services.** All Services will be billed bi-weekly pursuant to the schedule shown in **Exhibit B**. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), Florida Statutes, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, Florida Statutes.

ii. **Out-of-Pocket expenses.** Out-of-pocket expenses of the Contractor will be billed monthly as incurred.

iii. The Contractor shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Contractor's invoices in a timely manner, as provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Contractor shall notify the District, in writing, at least ten (10) days prior to suspending services.

iv. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

5. **PROTECTION OF PROPERTY.** The Contractor and its officers, supervisors, staff, and employees shall use due care to not damage the property of the District, its residents, and landowners from damage. The Contractor agrees to take steps to repair any damage resulting from the Contractor's activities and work pursuant to the Agreement, and within a reasonable period of time, taking into account the nature of the repair.

6. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its district manager, legal counsel, engineer, and any other contractors, or employees, as required, for the Contractor to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

7. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Contractor shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Contractor. Contractor shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

8. **TERMINATION.** Either party may terminate this Agreement (1) for cause immediately upon written notice to the other party, or (2) without cause upon thirty days written notice to the other party. Upon any termination, Contractor shall be entitled to compensation and reimbursement of costs pursuant to this Agreement for authorized services actually rendered and authorized costs actually incurred through the termination date, and subject to any off-sets that the District may have. Contractor will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

9. **INDEMNIFICATION.**

a. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (but without waiving the limitations of liability, including the monetary limits, set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligent or reckless and/or willful misconduct of the Contractor, the District agrees to indemnify, defend, and hold harmless the Contractor and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. Nothing in this Agreement shall serve as or be construed as a waiver by the District of any defense of sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes, or any other law, including to the extent that the Contractor may be deemed to be an agent of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Contractor may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.

b. **CONTRACTOR INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold harmless the District and its officers, directors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Contractor. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.

c. Indemnification obligations under this Agreement 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.

10. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law.

11. **INSURANCE.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.

The Contractor shall procure and maintain, at its sole cost and expense, throughout the term of this Agreement and any applicable renewal periods, insurance coverage with insurers authorized to do business in the state in which the District is located and having an A.M. Best rating of not less than A-, VII or equivalent. The required coverage shall include, at a minimum:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. Commercial General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence, Two Million Dollars (\$2,000,000.00) aggregate, with coverage to include premises/operations, contractual liability, and personal and advertising injury.
- c. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence, Two Million Dollars (\$2,000,000.00) aggregate. Coverage shall be maintained continuously, or on a claims-made basis with retroactive coverage no later than the effective date of this Agreement.
- d. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- e. Commercial Automobile Liability Insurance for all vehicles used by the Contractor's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- f. Commercial Crime insurance with limit of One Million Dollars (\$1,000,000.00) per each occurrence.

The District, its board members, officers, and employees shall be named as additional insureds on the Commercial General Liability policy with respect to claims arising out of the Contractor's performance of services under this Agreement, and the Commercial Auto Liability policy. Such coverage shall be primary and non-contributory with respect to any insurance carried by the District, to the extent permitted by law.

None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Contractor will furnish the District with a Certificate of Insurance and applicable endorsements evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

12. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the

designated public records custodian for the District is Rizzetta & Company, Inc., 3434 Colwell Ave., Unit 200, Tampa, Florida 33614 (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall 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 Microsoft Word or Adobe PDF formats.

**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)994-1001 OR BY EMAIL AT [LHAYES@RIZZETTA.COM](mailto:LHAYES@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVE., UNIT 200, TAMPA, FLORIDA 33614.**

13. **NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

14. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Contractor.

15. **ASSIGNMENT.** Notwithstanding anything in this section to the contrary, Contractor may assign this Agreement to an Affiliate of Contractor without the prior written consent of the District to the extent not prohibited by Florida law, provided however, that the Contractor shall provide 30 days written notice of any such assignment. An Affiliate of Contractor is “any company owned or controlled by

Contractor's ultimate parent company, FirstService Corporation, a foreign corporation" ("**Affiliate**"). Except as provided in this section, neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other, and any assignment attempted to be made by the Contractor or the District without the prior written approval of the other party is void.

16. **CONTROLLING LAW.** Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

17. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

18. **MERGER PROVISION.** This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

19. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Contractor under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

20. **ATTORNEY'S FEES.** In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

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

22. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances.

23. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have

drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

24. **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.

25. **NON-SOLICITATION.** District recognizes that FirstService (i) is engaged in the competitive community association management business, and (ii) has a legitimate business interest in protecting its employee resources. Accordingly, District covenants and agrees that, during the term of this Agreement and for a period of twelve (12) months ~~thereafter~~ following the end of the contract relationship between the parties hereto: (i) the District will not knowingly hire or employ any existing or former employees of FirstService who provided services to the District during the term of this Agreement (“**FirstService Employees**”), or prospective employees FirstService presented for consideration to provide services to the District during the term of this Agreement (“**FirstService Prospective Employees**”), and (ii) the District will not knowingly contract with any firms (“**New Employer**”) in order to have a FirstService Employee or FirstService Prospective Employee to provide direct services to the District. Notwithstanding the foregoing, the restrictions applicable to a FirstService Employee shall not apply longer than the period of twelve (12) months following the date of the FirstService Employee’s termination or resignation from FirstService. Also notwithstanding the foregoing, a FirstService Prospective Employee includes only someone who is “presented” to the District by meeting with the District’s Chairperson or Board during the term of this Agreement, and the restrictions applicable to such FirstService Prospective Employee shall apply for a period of twelve (12) months following the date of such presentation.

Should District violate this Section 25, and as FirstService’s only recoverable damages for such violation, the District agrees to pay, as liquidated damages, and not a penalty or buyout, the sum of thirty percent (30%) of the annual salary/wages of said FirstService Employees at time of termination or resignation of said employee(s) from FirstService, and/or the sum of thirty percent (30%) of the anticipated annual salary/wages of said FirstService Prospective Employees. District agrees that the afore-described liquidated damages are fair, equitable, and reasonable sums not disproportionate to the anticipated and probable injuries which would result from a breach by District and are appropriate to compensate FirstService for such contemplated injuries, the actual value of which are not certain and are currently difficult to ascertain. This paragraph will survive the termination or expiration of this Agreement.

26. **E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

27. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

28. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

29. **NON-CORPORATE REPRESENTATIVE.** The District agrees that FirstService employees will not be required to act as the District's corporate representative for purposes of discovery, hearings, mediation, or trial, whether in litigation, arbitration, administrative or other proceedings. However, FirstService employees may be designated and compelled to testify as a corporate records custodian. Notwithstanding the foregoing, FirstService understands and agrees that FirstService's employees may be required to serve as witnesses and testify in any such proceedings.

30. **UNSAFE WORK ENVIRONMENT.** District will use reasonable efforts to provide a safe and healthy work environment for all employees provided by FirstService. If FirstService, in the exercise of its reasonable discretion, determines that there are conditions within the Facilities which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by owners, residents, guests and invitees, FirstService will have the ability, notwithstanding anything to the contrary contained in this Agreement, to remove on-site staff members upon prior written notice to District. Where possible, District will first be alerted 48 hours in advance and given an opportunity to address the hazard. During the period of time that on-site staff members have been removed from the Facilities, FirstService will make reasonable efforts to continue to provide the Services on a virtual basis. ~~As a point of clarification, and consistent with Section 8 of this Agreement, Contractor's sole remedy for any violation of this paragraph shall be to terminate this Agreement immediately, and Contractor shall only be entitled to compensation and reimbursement of costs pursuant to this Agreement for authorized services actually rendered and authorized costs actually incurred through the termination date, and subject to any off sets that the District may have.~~

Commented [LC1]: We do not agree.

31. **PROFESSIONAL SERVICES DISCLAIMER.** FirstService is not an architect, landscape architect, engineer or construction manager, is not responsible to detect or uncover dangerous conditions in water or on land, construction defects, environment or hazardous material issues, water intrusions, mold, fungi, spores or other defects and does not provide these types of professional services under this Contract. Notwithstanding anything to the contrary in this Contract, it is not FirstService's responsibility to determine whether any structure within District property, including its architectural design or whether the height and location of the hedges, foliage, and/or other landscaping is in compliance with federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over District property. Any third-party contractor, vendor, professional, or other consultant providing such goods or performing such services to District or owners is solely responsible for the performance of the work or the quality of the goods. In addition, FirstService will not be liable to District or owners for any loss, harm, or damage of any kind caused by any third-party contractor, vendor, professional, or other consultant engaged to perform services or provide goods for District or owners. FirstService disclaims all

liability for any claims or lawsuits related to, arising out of, or associated with the professional services it does not provide as referenced in this paragraph, provided however, as a point of clarification, and without intending to limit the other remedies of the District under this Agreement, that FirstService shall be liable for its own negligent or intentionally wrongful acts or omissions. This paragraph survives the expiration or termination of this Agreement.

**32. DISCLOSURE.**

**32.1 In General.** District is the ultimate decision maker for the purchase of goods and services and the selection of the vendors for District property. In connection with its duties under this Agreement, FirstService will recommend to District the purchase of goods and services from various vendors, some of whom may be affiliates of FirstService or businesses with which FirstService has a contractual or other relationship under preferred vendor programs. District is not obligated to engage FirstService's preferred vendors or any other recommended provider. The District retains full discretion in vendor selection and shall not be bound by any preferred vendor arrangements. FirstService endeavors to develop affiliated and preferred vendor programs which address the needs of its clients and which focus on bringing value to its clients. FirstService and the current subsidiary/related companies providing services in Florida are: FirstOnSite Restoration, Inc. and FirstOnSite USA Holdings, Inc. operating under various fictitious names and/or related entities including First OnSite Property Restoration; FirstService Energy, LLC; FirstService Financial, Inc.; FS Insurance Brokers, Inc.; FirstService Residential, Inc.; FirstService Residential Technologies, Inc.; American Pools operating under various fictitious names and/or related entities; California Closets operating under various fictitious names and/or related entities; Century Fire Protection operating under various fictitious names and/or related entities; Certa ProPainters operating under various fictitious names and/or related entities; Paul Davis Restoration, Inc. and all franchisees and related entities; Planned Companies operating under various fictitious names and/or related entities; Rizzetta & Company Incorporated; and Roofing Corp of America operating under various fictitious names and/or related entities including but not limited to Crowther Roofing & Cooling.

**32.2 FirstService Financial.** FirstService Financial, Inc. and FS Insurance Brokers, Inc. ("**FFI/FSIB**"), affiliates of FirstService Residential, Inc., offer banking and insurance solutions exclusively to clients of FirstService. For services to District, FFI/FSIB earn compensation from their program partners at no expense to District. FFI/FSIB are committed to transparency and will disclose their relationship with FirstService Residential, Inc., as well as whether they receive compensation, in advance of any District decision related to the banking and insurance products they offer.

**32.3 Third Party Screening and/or Vendor Compliance.** If District selects a screening company which uses FirstService to assist in the screening process and/or the secure storage of screening reports, FirstService may receive a fee from the screening company for its assistance in the process in an amount as FirstService and the screening company may mutually determine. FirstService may use a third party to assist with vendor compliance. In such event, FirstService may receive a fee from the third party in an amount as FirstService and the third party may mutually determine.

**33. SPECIAL TERMS.**

**33.1 Continuing Disclosure.** Each time a contract is offered to District for goods or services, FirstService will inform District, in writing, if such company is an affiliated entity of FirstService. FirstService will give District all discounts, rebates or commissions provided by any supplier or service contractor to FirstService or District for any services, supplies or materials purchased with District funds except for disclosed commissions or payments earned by FirstService for services provided.

34. **ABSENCE OF SECURITY DISCLAIMER.** District is not entering into an agreement with FirstService to provide any form of security, detective, burglar protection, or other protection services. Protection services include, but are not limited to: bodyguard services, burglar or fire alarm or other security system devices, monitoring and maintenance of video cameras, guard, patrol and parking or other facility security services, vehicle or foot patrol, gate, lobby, or entrance guard service, or personnel which may be dispatched from any other site upon request for any of the aforementioned reasons (collectively, “**Security/Protection Services**”). District understands that FirstService is not providing any form of Security/Protection Services. FirstService will not in any way be considered an insurer or guarantor of Security/Protection Services within District property. FirstService will not be held liable for any loss or damage by reason of failure to provide adequate Security/Protection Services nor for ineffectiveness of Security/Protection Services measures undertaken or for any negligence in not providing Security/Protection Services. FirstService does not represent or warrant that any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices, security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, robbery or otherwise, nor that fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services will provide the detection or protection for which the system is designed or intended and further acknowledges that FirstService has made no representations or warranties nor has District relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relating to Security/Protection Services.

35. **EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Contractor, and shall remain effective until terminated by either the District or the Contractor in accordance with the provisions of this Agreement.

**THEREFORE,** the Contractor and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**FIRSTSERVICE RESIDENTIAL PROPERTY  
MANAGEMENT, INC.**

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

**HAMMOCK OAKS  
COMMUNITY DEVELOPMENT DISTRICT**

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

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – Insurance Certificate & Endorsements

**EXHIBIT A**  
Scope of Services

***FIELD OPERATIONS SERVICES***

The Contractor shall provide the District, as part of the Services, with field operations management services for the District's Facilities, which include:

- Amenities
- Hardscaping
- Landscaping
- Irrigation
- Common Areas
- Stormwater
- Conservation
- Lighting
- Right-of-Ways
- Etc. (basically, all District property)

The field operation operations management services shall include:

1. Facilitate and assist with obtaining proposals for the maintenance of the Facilities
2. Coordination and oversight of maintenance services for the Facilities
3. Coordination with vendors to ensure all maintenance services are in compliance with Agreement specifications
4. Conduct maintenance inspections of the Facilities (bi-weekly for all landscaping and irrigation Facilities, monthly inspections for all conservation areas and stormwater ponds and Facilities, and yearly inspections for all other Facilities)
5. Review invoices from vendors, and make recommendations to District Manager regarding payment of any such invoices
6. Interface with vendors regarding deficiencies in service or need for additional services
7. Obtain proposals for maintenance services as requested by the District and provide them to the District Manager
8. Cause routine repair work or normal maintenance to be performed as may be required for the operation of the Facilities, or as required under applicable government permits
9. Document, report and coordinate with local law enforcement and other authorities regarding all accidents, vandalism and other unforeseen events that occur on District property
10. Assist with preparation of operations budget for District Facilities
11. Promptly respond to and address all landowner requests, concerns and questions
12. Attend monthly CDD meetings, and provide a monthly report of District needs related to the Facilities

The following provisions shall apply to the extent applicable, and based on the Services previously described:

**GENERAL STAFFING PROVISIONS (IF APPLICABLE)**

At all times during operation of the Facilities, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. It is understood that the staffing levels set forth herein are included in the Services, and any changes to staffing levels (outside of stated seasonal/intermittent staffing) must be approved by the Board, along with any corresponding compensation adjustment. If a position is temporarily vacant due to staff resignation or termination, Contractor shall use good-faith best efforts to fill the position, shall not charge the District for that position while it is vacant, and shall present to the District a plan for providing the required Services for the duration of the vacancy.

The Contractor shall be responsible for the Services, including the recruitment, selection and hiring of any staffing set forth herein. Upon selection of a candidate to fill a particular position, the Contractor shall bring the candidates to the District Manager, providing the resume, background and list of qualifications of the candidate and proposed offer of employment. The compensation shall be as provided for herein unless otherwise approved by the District Board of Supervisors. The District Manager and/or Board of Supervisors may reject any particular candidate for a position, and for any non-discriminatory reason. The District Manager's or Board's approval or rejection of any candidate does not impute a hiring or firing decision for purposes of employment law or other laws or regulations. Any costs associated with hiring (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Contractor as part of the compensation set forth in **Exhibit B**.

The needs of other properties shall not trump the responsible staffing of the Facilities. Contractor shall not utilize employees hired by Contractor to staff District Facilities at other Contractor properties without the express approval of the District, through its Board. Contractor shall not use District employees, District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses. All Contractor employees providing Services under this Agreement shall be employees of FirstService, not employees of the District.

All Contractor employees or subcontractors shall either be employees hired directly by the Contractor, or sub-contractors who are hired and compensated by the Contractor (1099 individuals).

It is understood that the provisions herein are intended to encompass all work and labor that are reasonably necessary to provide the Services detailed herein. While every attempt has been made to be as detailed as possible, the parties acknowledge that there may occasionally be unforeseen tasks necessary to ensure efficient and effective management of the Facilities.

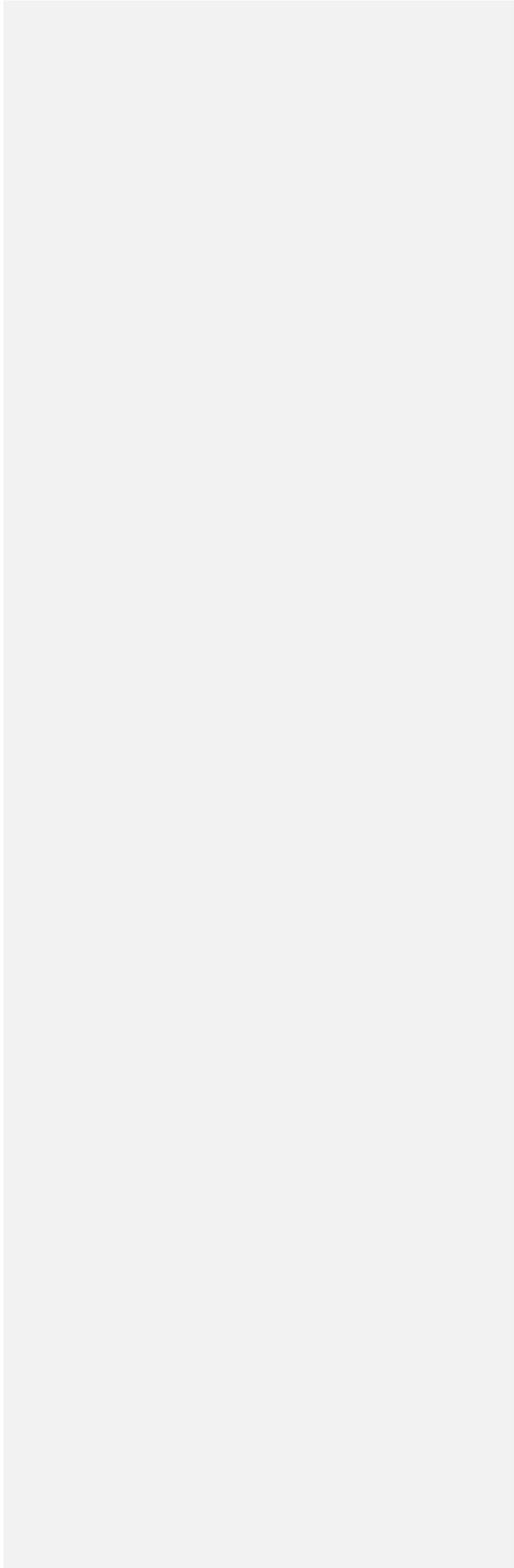
**ADDITIONAL PROVISIONS FOR BUDGET PREPARATION**

The Contractor shall work with the District Manager to prepare an annual operating budget estimating the revenues and expenses relating to the Facilities and for the upcoming Fiscal Year. Any such budget shall be prepared in time for the District's Board of Supervisors to meet and consider the budget prior to June 15 of each year (therefore, approximately between April 15 to June 15 of each year). At the request

of the District, the Contractor shall update its initial estimated annual operating budget in anticipation of the District's final annual budget meeting, which typically occurs in July, August, or September of each Fiscal Year.

**ADDITIONAL PROVISIONS FOR PURCHASING**

The District Manager shall directly pay vendors for all expenses associated with operating and maintaining the Facilities. If the Contractor desires that a purchase be made by the District for an expense associated with operating and maintaining the Facilities, the Contractor shall make the request of the District Manager, detailing the proposed supplier, the nature of the supplies or inventory, and the costs thereof.



**EXHIBIT B**  
Schedule of Fees

**MANAGEMENT FEE January 2026 to September 30, 2026**

Includes supervising regional director

**EFFECTIVE** **MONTHLY**  
January 2026 \$0.00 (no charge)

**ON-SITE STAFF (FACILITIES MANAGER) January 2026 to September 30, 2026**

**EFFECTIVE** **HOURS**  
January 2026 5 hours  
Upon opening of second amenity 15 hours

Consists of a single facilities manager working 5 hours per week prior to the opening of the second amenity, and working 15 hours per week after such opening, as directed by the District Manager in writing.

**ON-SITE STAFF**

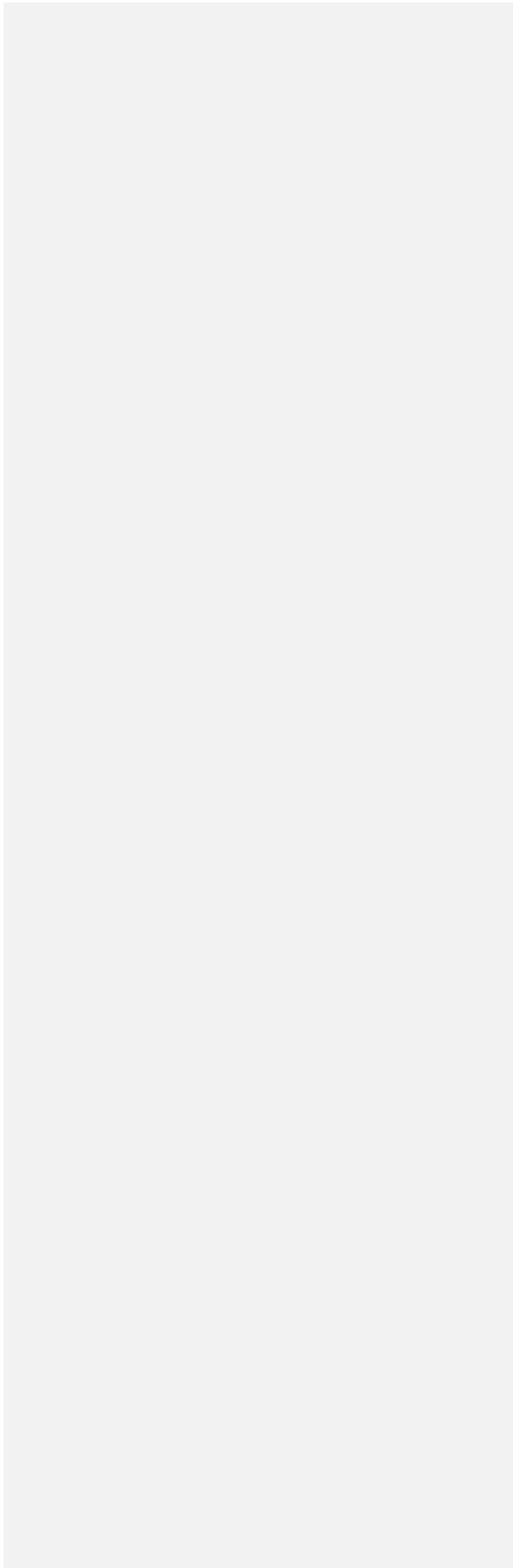
The on-site staff will consist of the following positions to be provided by FirstService not to exceed the costs stipulated below without the District's written approval. This is the minimum staffing and may only be increased upon prior written approval of District and FirstService.

Position	2026 Monthly Fixed Fee Labor Cost	2026 Monthly Benefits	2026 PTO Costs	Total 2026 Annual Compensation
*Facilities Manager (5 hours/week, before second amenity opens)	*\$992.00 monthly \$11,904.00 annually	*\$108.00 monthly \$1,296.00 annually	*Included	*\$1,100.00 monthly \$13,200.00 annually
**Facilities Manager (15 hours/week, after second amenity opens)	**\$2,967.00 monthly \$35,604.00 annually	**\$324.00 monthly \$3,888.00 annually	**Included	**\$3,291.00 monthly \$39,492.00 annually

Eligible on-site staff will receive the following minimum benefits, provided however that the maximum compensation payable by the District is as set forth in the chart above:

- Standard health care benefits will be offered to all eligible on-site staff members who are employees of FirstService at no additional cost to the District, with FirstService and the employee each paying a portion of the cost.
- Paid time off for holidays, accrued vacation, and personal time off (“PTO”) for on-site staff members as stipulated in FirstService’s standard employment policies. will be at no additional cost to the District.

Exhibit C: Insurance Certificate and Endorsements



# Tab 13

# **HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT**

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## **AMENITIES RULES**

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**PART 1: Hammock Oaks Community Development District  
Amenity Operating Rules**

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2024)  
Effective Date: \_\_\_\_\_, 2025

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

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**DEFINITIONS**

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

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

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

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

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the District.

**“District”** – shall mean the Deerbrook Community Development District.

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

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

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

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

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

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

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

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

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

### **AUTHORIZED USERS**

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

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

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

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

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

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

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

#### **ACCESS KEY FOBS**

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

## GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

## **SWIMMING POOL**

The following Rules apply to the District's pool:

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

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

## LAKE OR POND AREAS

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

The following additional guidelines apply:

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

## PLAYGROUND AND TOT LOTS

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

1. **Footwear.** Proper footwear is required and no loose clothing especially with strings should be worn.
2. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
3. **Food & Drinks.** No food, drinks or gum are permitted at the playground.
4. **Animals.** No pets of any kind are permitted at the playground, with the exception of service animals.
5. **Glass Containers.** No glass containers are permitted at the playground.

6. **No Jumping.** No jumping off from any climbing bar or platform.
7. **Disruptive Behavior.** Profanity, rough-housing, and disruptive behavior are prohibited.
8. **Equipment.** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

## **RENTALS**

The following applies to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons ages 18 or older may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All rentals are subject to availability and the discretion of District Staff.
2. **Amenities Available for Rental.** The types of Amenities available for rental are described in the rule for Amenities Rates. Unless specified otherwise by the Board, rentals of the District's Amenities for the purposes of conducting commercial activities is prohibited.
3. **Payment & Registration.** Patrons interested in renting the Amenities may reserve a desired rental date and time up to two (2) times per month on a first-come, first-served basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time ("**Rental Date**"), Patrons must submit to the District a completed "**Rental Agreement**" (in the form attached hereto as **Exhibit B**) and a check in the full amount of the "**Deposit**" as specified in the Rules. A desired Rental Date will NOT be reserved until both the completed Rental Agreement and Deposit are received by the District. The Amenity Manager will review the Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, the Patron must submit a check to the Amenity Manager for the full amount of the "**Rental Fee**" as specified in the Rules, as well as a Certificate of Insurance (if applicable), or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Rental Agreement and a check in the total amount of both the Deposit and Rental Fee (as well as a Certificate of Insurance, if applicable).
4. **Event Host.** Each application shall provide the name and contact information of a Patron who shall act as the "**Event Host.**" The Event Host must be at least 18 years of age and be present for the entire event, and shall be responsible for ensuring that only guests of the event are permitted access to the Amenities rented, shall ensure that all cleaning obligations have been completed, and shall serve as the District's point of contact for communication regarding the event. If no Event Host

- is specified on the Rental Agreement, the Patron submitting the Rental Agreement shall be considered the Event Host.
5. **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for a Patron to receive a refund of the Deposit.
  6. **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rented Amenities have been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must (to the extent applicable):
    - a. Remove all garbage, place in dumpster, and replace garbage liners;
    - b. Remove all decorations, event displays, and materials;
    - c. Return all furniture and other items to their original position;
    - d. Stack chairs in stacks of ten (10);
    - e. Fold all folding tables and place in hallway;
    - f. Wipe off counters, table tops, and the sink area;
    - g. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
    - h. Lock all doors after the last guest leaves; and
    - i. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.
  7. **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.
  8. **Duration of Rentals.** Unless otherwise authorized by the Amenity Manager, the Amenities may be rented for parties and events during normal operating hours, which shall be established by the Amenity Manager. Each rental shall be for morning, evening, or a full day, as defined in the rule for Amenity Rates, and all times shall be inclusive of set-up and clean-up time. Additional fees may be charged for rentals that extend beyond the reserved hours. In no event shall parties and events, including clean-up, extend beyond 11 p.m.
  9. **Capacity.** The Amenities capacity limit(s) shall not be exceeded at any time for a party or event. The capacity limits are as displayed in the clubhouse.
  10. **Noise.** The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices.
  11. **Alcohol.** Patrons must indicate on the rental form if they intend to serve or permit consumption of alcoholic beverages at an event taking place at the rented Amenities. If the Patron desires to serve or sell alcohol at an event, he or she must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event. Patrons who rent the Amenities

and desire to allow their guests to consume alcohol on a “bring your own beverage” or “BYOB” basis must provide proof of insurance coverage to the Amenity Manager prior to the event. Anyone that appears to be excessively intoxicated or under the influence of drugs will be asked to leave the Amenities. Insurance requirements are as follows, and may be modified from time to time in the District’s discretion:

- a. BYOB Alcohol: Patron must provide proof of a Homeowner’s Insurance Rider/Endorsement providing special event coverage
  - b. Serving/Selling Alcohol: Patron must submit proof of at least the following special events insurance coverage: \$250,000 Property Damage; \$1,000,000 Personal Injury; Alcohol Rider; District named as additional insured. This coverage may be satisfied by insurance held by the licensed and insured vendor of alcoholic beverages.
12. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve or allow consumption of alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance.
13. **After-hours Rentals.** The operating hours of the Amenities may vary from time to time, in the District’s discretion. To the extent the Amenities close before 11 p.m., the Amenities may be reserved for after-hours rentals, subject to the following rules:
- a. On the day of the event, the Event Host must meet with Amenities staff to exchange their Access Card for a temporary rental card and a key to the clubhouse door. The rental card will permit access until 11 p.m. All events must be concluded and all clean-up must be complete by 11 p.m.
  - b. Both the rental card and the door key must be returned to Amenities staff the next business day following the event, during normal business hours. Any Deposit shall be returned upon return of the rental card and door key, subject to any applicable offsets for cleaning, damage, or other costs incurred.
  - c. If the rental card and door key are not returned within three (3) business days following the event, the Event Host’s regular Access Card shall be suspended until they are returned. In the event that either the rental card or door key are lost, the Event Host shall notify Amenities staff and shall be charged a replacement fee as specified in these Rules, which replacement fee may be deducted from any Deposit on file.
  - d. After-hours rentals shall otherwise be subject to the same rules and standards as rentals within normal operating hours, including all cleaning obligations.

### PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the

right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

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

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

**ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.**

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

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

### **SOVEREIGN IMMUNITY**

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

### **SEVERABILITY**

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

### **AMENDMENTS / WAIVERS**

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

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

**HAMMOCK OAKS CDD - CONSENT AND WAIVER AGREEMENT**

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

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

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

Parent/Guardian Name: \_\_\_\_\_  
(if Participant is a minor child)  
Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if Participant is a minor child)  
Address: \_\_\_\_\_  
Phone Number (home): \_\_\_\_\_  
Phone Number (alternate): \_\_\_\_\_  
Emergency Contact & Phone Number: \_\_\_\_\_

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

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

**PART 2: Hammock Oaks Community Development District**  
**Rule for Amenities Rates**

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2024)  
 Effective Date: \_\_\_\_\_, 2025

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

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

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

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

User *	Annual Fee for Amenity
Property Owner	\$ _____
Cresswind Property Owner	\$ _____
Non-Resident Patrons	\$ _____

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

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

<b>Room / Area</b>	<b>Rental Fee</b>	<b>Deposit</b>
Community Room	\$300 (four hour rental period, including set up and clean up)	\$250

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

5. **Miscellaneous Fees.**

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

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

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

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

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

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

**PART 3: Hammock Oaks Community Development District**  
***Disciplinary and Enforcement Rule***

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2025)  
Effective Date: \_\_\_\_\_, 2025

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

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

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

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

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

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

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

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

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

## EXHIBIT A

### **HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO PARKING AND PARKING ENFORCEMENT**

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

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

**2. PARKING RULES.**

***General***

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

**3. TOWING/REMOVAL PROCEDURES.**

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

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

Effective date: \_\_\_\_\_, 2025

# Tab 14

# Hammock Oaks

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## LANDSCAPE INSPECTION REPORT



December 15, 2025  
Rizzetta & Company  
Matthew Mironchik – Landscape Specialist  
Landscape Inspection Services



Rizzetta & Company  
Professionals in Community Management

# Hammock Oaks Blvd. Entrance

## General Updates, Recent & Upcoming Maintenance Events

- Cool and damp nighttime conditions can cause turf disease and Ag teams should be monitoring the conditions and be proactive.
- Getting ahead of bed weeds this time of year will help keep ahead of them next growing season.

The following are action items for United Land Services (ULS) to complete. **Red items** indicates deficient from previous report. **Bold Red items** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Bold Black Underlined** are for Board information or decisions.

1. **Silt and chain-link fence installation around monument sign bed has been removed and placed behind bed, however, significant damage has been done to the plant material and irrigation in and around the bed where the fences were placed. (pic.1)**



2. Ribbon Palm tree behind monument sign on Hammock Oaks Blvd is still showing signs of drought stress. **Has the irrigation team been able to inspect this area to ensure proper amount of water is being delivered to these Palms?(pic.2>)**
3. Weed pressure is starting to develop in the entrance beds. This should be taken care of now before the growing season begins to stay ahead of it.(pic.3a>,3b>>,3c>>)

4. **Do we have a timeline on trimming back the ornamental grasses? Many of them are post bloom and should be trimmed back for the winter.**



# Hammock Oaks Blvd. Entrance/Rolling Acres



7. Gopher damage listed in previous reports is now becoming more prevalent. Some of the damage is in the beds.(pic.7a>,7b>,7c>)

8. Along Hammock Oaks Blvd. Northbound, near 466 exit, along the curb there looks to be some washout. Have irrigation team determine if this is just runoff or if it is an irrigation leak.(pic.8>>)

9. Please instruct detail crews to remove any debris in the beds while they are in the areas. This is debris near the utility boxes.(pic.9>>)



# Hammock Oaks Blvd./Amenity Center Area



10. To the West of the Amenity Center, near the bike rack, there are bare areas missing turf and a pile of old turf just sitting there. The pile of old turf needs to be removed and the turf around the bike rack should be finished. (pic.10a>,10b>,10c>)

11. The two grasses on the inside of the Amenity Center fence, near the Podocarpus Hedge on the Northwest side, still need to be relocated into the bed on the other side of the fence so that they do not interfere with the Podocarpus.(pic.11>>)



# Copacabana Rd./Hammock Oaks Blvd./Amenity Center Area

12. Along Copacabana Rd., Eastbound, there is an irrigation leak that appears to be roped off but not fixed. Has this been repaired? (pic.12)



13. The Sabal Palm to the right of the palm mentioned in the last reports still appears to be in decline. I will continue to monitor this and make a recommendation once the growing season kicks off again.(pic.13>)



14. Tree rings around the Cypress, along the retention pond just South of the Amenity Center, are non-existent and full of weeds. These need to be reformed to prevent mechanical damage in the future. (pic.14a>,14b>)



# Hammock Oaks Blvd.

15. The Oak tree along Hammock Oaks Blvd Northbound, just before Ocean Lodge Rd. mentioned in last report, will not come back and needs to be removed and replaced. Upon closer inspection, damage was caused to the cambium layer during installation.(pic.15)



16. To the Northeast of the pump station on Turtle Island Rd., the dead Cedar is still present and should be removed. This would be a good time to raise and straighten the other Cedars in that area.(pic.16)



17. Crew members should be instructed to make sure turf is not growing into the beds during edging. There are multiple areas that have been edged, but turf remains in the bed.(pic.17a>,17b>)

19. Jasmine bed along the East side of the roundabout on Rolling Acres, adjacent to Cresswind Dr, should be weeded before the growing season starts again.(pic.19>>)

20. Area of disturbed turf in front of the Reserve at Hammock Oaks monument sign, mentioned in the previous report was poorly repair and needs to be leveled and re-turfed.(pic.20a>>,20b>>)



# Rolling Acres/Reserve at Hammock Oaks Monument



<<19



<<20a



<<20b

# Hammock Oaks

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## LANDSCAPE INSPECTION REPORT



January 21, 2026  
Rizzetta & Company  
Matthew Mironchik – Landscape Specialist  
Landscape Inspection Services



Rizzetta & Company  
Professionals in Community Management

# Hammock Oaks Blvd. Entrance

## General Updates, Recent & Upcoming Maintenance Events

- Latest cold snaps have caused a lot of dieback on plant material. Once the growing season starts, we will have to assess all beds and determine what needs to be replaced.
- Getting ahead of bed weeds this time of year will help keep from being behind next growing season.

The following are action items for United Land Services (ULS) to complete. **Red items** indicates deficient from previous report. **Bold Red items** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Bold Black Underlined** are for Board information or decisions.

1. **Monument Sign Bed at 466 and Hammock Oaks Blvd is still torn up from builders installing fence. This needs to be addressed in the Spring.**

2. Tender perennials in the entrance beds and center median, at the 466 entrance, show sign of frost damage. We will have to wait until the weather warms up to see if any of it comes back.(pic.2a-2g>>)



3. Ribbon Palm Trees behind monument sign had looked drought stressed prior to the cold temperatures. Very little has changed since the last inspection.
4. Hammock Oaks Blvd Southbound, just before the construction entrance has oil stains that may damage asphalt over time.(pic.4>>)

# Hammock Oaks Blvd. Entrance



5. On Hammock Oaks Blvd Northbound, adjacent to the construction entrance, there looks to be a washout along the curb noted in the last inspection. Has this been looked at? (pic.5)



6. On Hammock Oaks Blvd Southbound, just past the construction entrance, there is an Oak tree that is leaning. Is this able to be straightened, or at least braced to prevent it from leaning further?(pic.6>>)



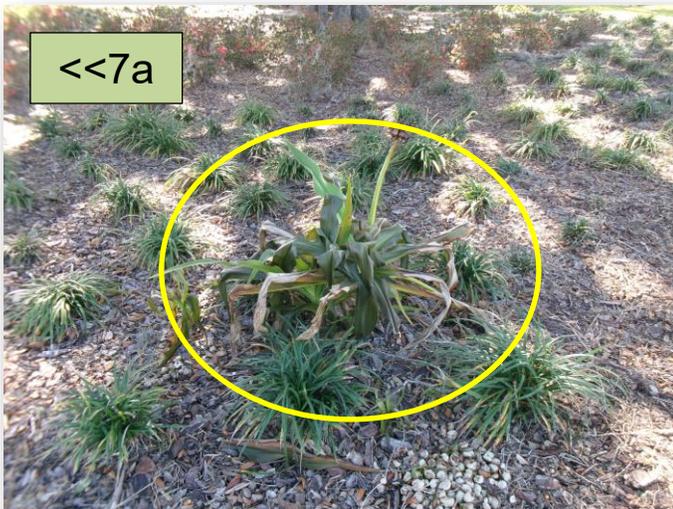
7. Frost damaged plants are present in the Roundabout bed on Hammock Oaks Blvd.. Once again, this bed will need to be assessed in the Spring to determine what needs to be replaced.(pic.7a>>,7b>>)



# Hammock Oaks Blvd./Amenity Center Area



8. Frost damage was observed in the beds around the Amenity Center as well. As with the other beds, these will need to be assessed in the Spring.(pic.8a,8b,8c>>)



9. Area noted near bicycle rack at Amenity Center still has a pile of old sod sitting there. This needs to be removed and any dead sod that is a result of the pile needs to be replaced.(pic.9>>)

10. In the South end of the Amenity Center parking lot, there are some pallets and debris sitting in a spot that need to be removed.(pic.10>>)



# Copacabana Rd./Hammock Oaks Blvd./Amenity Center Area

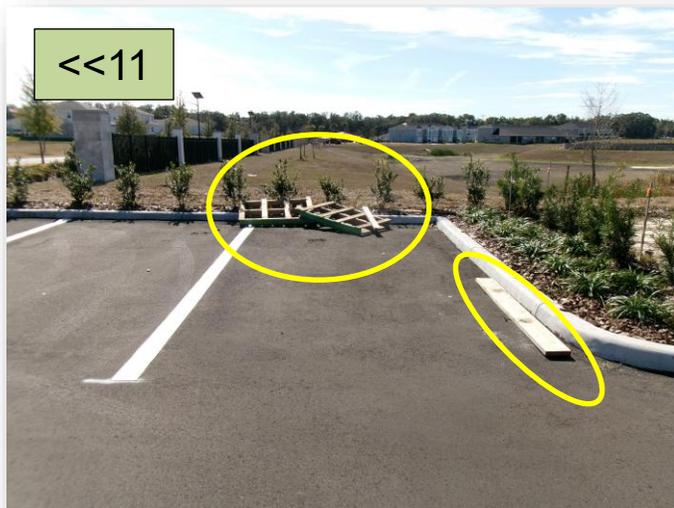


12. Ornamental grasses in the row of Podocarpus inside the pool area need to be transplanted to the outside of the fence to ensure they do not impede on the hedge in the future.(pic.12)



13. Frost damage was observed in the ornamental bed on Tahiti Rd.

14. Ornamental grasses are in the process of being cut back. Please make sure to include the bed on Tahiti Rd., and the area behind the fence along the sidewalk on Hammock Oaks Blvd. Northbound.



15. Some of the tree rings around Cypress trees inside the retention pond area need to be reclaimed. Hard edging and weeding are required to form new rings. The tree rings are there to prevent mechanical damage. Other trees in the same retention pond area are fine.(pic.15a>>,15b>>)

16. **Dead Oak on Hammock Oaks Blvd. Northbound, just before Ocean Lodge Rd., should be removed now and replaced in the Spring.(pic.16>>)**

17. **Dead Cedar near the Pump Station should be removed. Other Cedars in the area should be raised if possible.(pic.17>>)**



# Hammock Oaks Blvd./Turtle Island Rd.



18. Crews should be instructed to make sure that grass that is creeping into the beds, needs to be line trimmed or pulled after edging beds. (pic. 18a, 18b)



# Rolling Acres Rd./The Reserve at Hammock Oaks

19. Frost damage was observed on some plant material in the roundabout bed on Rolling Acres and Club Cresswind Drive.(pic.19)



19. Some of the Dwarf Ixora around the Reserve at Hammock Oaks Monument have been burned by the cold. They will be assessed come Spring as well.(pic.22)



20. The Jasmine along Rolling Acres adjacent to Club Cresswind Dr. was damaged with the cold. There are also quite a bit of weeds that should be removed before the growing season starts up again.(pic.20a,20b>)



20. As of the day of this inspection, none of the ornamental grasses at The Reserve at Hammock Oaks entrance beds have been trimmed. Do we have a timeline on when grasses will be complete?(pic.21>)

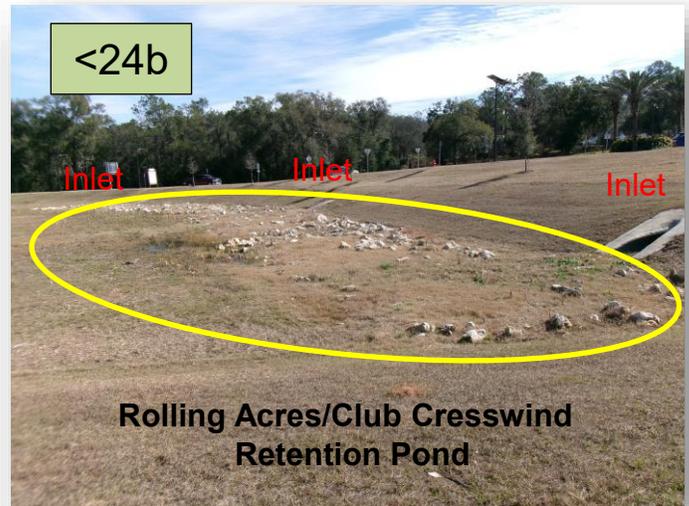
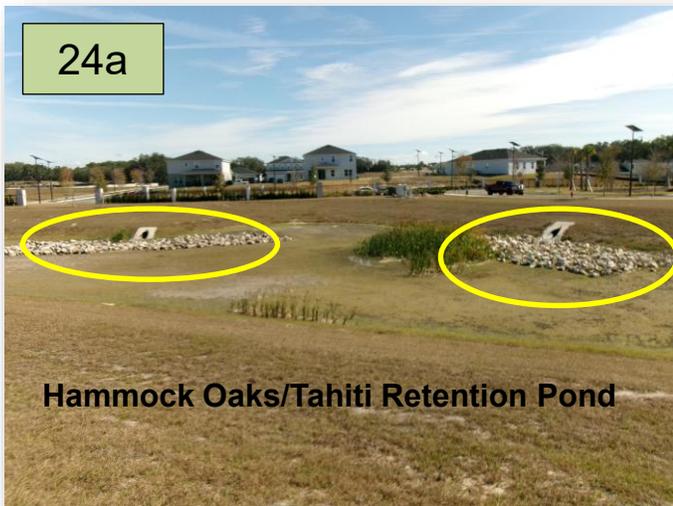


# Rolling Acres Road/The Reserve at Hammock Oaks

19. Damaged turf area in front of The Reserve monument sign still need to be repaired back to original state.(pic.23)



20. The storm drain outlets into the retention pond between Tahiti Rd. and Hammock Oaks Blvd., has coral boulders only at the inlet entry points. The retention pond on Rolling Acres Rd., near Club Cresswind Dr., has coral boulders along the stretch of the South bank. This stretch was difficult to maintain. Would it be possible to move the existing boulders to just where the drainage inlets are?(pic.24a,24b>)



# Tab 15



Rizzetta & Company

**UPCOMING DATES TO REMEMBER**

- **Next Regular Meeting:** March 9, 2026 @ 1:00 PM

**District  
Manager's  
Report**

February 9

**2026**

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<u>FINANCIAL SUMMARY</u>	<u>12/31/2026</u>
General Fund Cash & Investment Balance:	\$70,906
Reserve Fund Cash & Investment Balance:	\$0
Debt Service Fund Investment Balance:	\$3,149,592
<b>Total Cash and Investment Balances:</b>	<b>\$3,220,498</b>
<b>General Fund Expense Variance: \$160,506</b>	<b>Under Budget</b>

# Tab 16



# Quarterly Compliance Audit Report

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## Hammock Oaks

**Date:** December 2025 - 4th Quarter

**Prepared for:** Matthew Huber

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Susan Morgan - *SchoolStatus Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

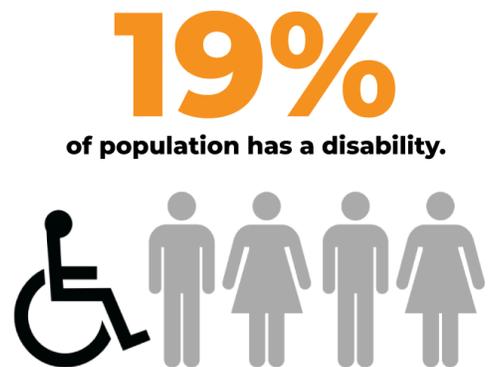
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



Sight, hearing, physical, cognitive.

## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

*Helpful articles:* <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

*Helpful article:* <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

*Helpful article:* <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web