

**KINGSTON ONE
COMMUNITY DEVELOPMENT DISTRICT**

DECEMBER 17, 2025

AGENDA PACKAGE



2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33067

Kingston One Community Development District

Board of Supervisors:

Nicholas Cameratta, Chairman
Anthony Cameratta, Vice Chairman
Russel Cameratta, Assistant Secretary
Cheryl Smith, Assistant Secretary
Laura Youmans, Assistant Secretary

Staff:

Brian Lamb, District Manager
Bryan Radcliff, District Manager
Greg Urbancic, District Counsel
Carl A. Barraco, District Engineer
Hanna Yi, Accountant II

Regular Meeting Agenda Wednesday, December 17, 2025 – 2:00 p.m.

The Regular Meeting of Kingston One Community Development District will be held at **the Cameratta Companies' offices located at 21101 Design Parc Lane, Suite 103 Estero, FL 33928.**

Microsoft Teams Meeting: [Join the meeting now](#)

Meeting ID: 280 512 848 763

Call in (audio only): +1 (646) 838-1601

Passcode: fE3xi3za

Phone Conference ID: 705 309 656#

1. Call to Order/Roll Call

2. Audience Comments – *Three- (3) Minute Time Limit*

3. Business Items

A. Consideration of:

1. Resolution 2026-01; Alternative Financial Assurance for Construction of Pod 1 –
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2. Pod 1 – Phase 1 Record Plat Alternative Financial Assurance Letter.....Page 16
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Improvements.....Page 17

B. Consideration of:

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3. Agreement Regarding Alternate Financial Assurance Pod 2 – Phase 1
Improvements.....Page 37

C. Consideration of:

District Office:

Pan Am Circle, Suite 300
Tampa, FL 33607
(813) 873-7300

Meeting Location:

In person: 21101 Design Parc Lane, Suite 103 Estero, FL
Participate remotely: Microsoft Teams [Join the meeting now](#)
OR dial in for audio only (646) 838-1601
Meeting ID: 280 512 848 763
Passcode: fE3xi3za

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A. District Counsel	
B. District Engineer	

Kingston One Community Development District

Board of Supervisors:

Nicholas Cameratta, Chairman
Anthony Cameratta, Vice Chairman
Russel Cameratta, Assistant Secretary
Cheryl Smith, Assistant Secretary
Laura Youmans, Assistant Secretary

Staff:

Brian Lamb, District Manager
Bryan Radcliff, District Manager
Greg Urbancic, District Counsel
Carl A. Barraco, District Engineer
Hanna Yi, Accountant II

C. District Manager

6. Supervisor Requests**7. Audience Comments – *Three- (3) Minute Time Limit*****8. Adjournment**

The next meeting is scheduled for Wednesday, January 21, 2026 at 2:00 p.m.

District Office:

Pan Am Circle, Suite 300
Tampa, FL 33607
(813) 873-7300

Meeting Location:

In person: 21101 Design Parc Lane, Suite 103 Estero, FL
Participate remotely: Microsoft Teams [Join the meeting now](#)
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RESOLUTION 2026-01

A RESOLUTION OF KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE INTERLOCAL AGREEMENT BETWEEN LEE COUNTY, FLORIDA, AND THE KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR WAIVER OF BOND WITH ALTERNATE FINANCIAL ASSURANCE FOR CONSTRUCTION OF POD 1 – PHASE 1 DOS2024-00006 INFRASTRUCTURE IMPROVMENTS AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Kingston One Community Development District (“District”) is a local unit of special-purpose government which was created pursuant to Lee County Ordinance No. 23-26 (the “Ordinance”), as amended, and in conformity with Chapter 190, Florida Statutes; and

WHEREAS, as provided in the Act and Ordinance, the purpose of the District is to plan, construct, maintain, operate, finance, and improve the provision of systems, facilities, and services necessary to meet the infrastructure needs of the Kingston Community; and

WHEREAS, pursuant to the Act and Ordinance the District has authority to borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness, to levy such taxes and assessments as may be authorized, and to charge, collect, and enforce fees and other user charges; and

WHEREAS, Lee County Land Development Code, Chapter 10, Article II, Section 10-154(26), Additional Required Submittals, as implemented by Administrative Code Number AC-13-19, addresses the current construction bond requirement and provides, in part, the Lee County Board of County Commissioners may accept other forms of security; and

WHEREAS, the District wishes to provide such other form of security in accordance with the terms of the Interlocal Agreement Between Lee County, Florida, and the District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements (the "Alternate Assurance Agreement") and approve the Alternate Assurance Agreement in the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby finds it continues to be in the best interest of the District and its residents to approve the Alternate Assurance Agreement. The Board hereby ratifies actions of the District staff and officers related to preparation of the Alternate Assurance Agreement. Further, the Board hereby authorizes and directs District staff and the Chairman to take further

actions necessary to execute, finalize, and implement the provisions of the Alternate Assurances Agreement.

SECTION 2. The Board hereby authorizes the District Chairman and District staff to act as agents of the District with regard to any and all matters pertaining to finalization and implementation of the Alternate Assurance Agreement.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 17th day of December, 2025.

ATTEST:

**KINGSTON ONE COMMUNITY
DEVELOPMENT DISTRICT**

**SECRETARY/ ASSISTANT
SECRETARY**

CHAIRMAN/VICE CHAIRMAN

Exhibit A: Interlocal Agreement Between Lee County, Florida and the Kingston One Community Development District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY, FLORIDA, AND THE
KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR
WAIVER OF BOND WITH ALTERNATE FINANCIAL ASSURANCE FOR
CONSTRUCTION OF IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of September 17, 2024, is entered into by and between:

Lee County, Florida, a political subdivision of the State of Florida, whose address is 2115 Second Street, Fort Myers, Florida 33901 (the "County"); and

Kingston One Community Development District, a local unit of special-purpose government which was established pursuant to Lee County Ordinance No. 23-26 (the "Ordinance"), as amended, and in conformity with Chapter 190, Florida Statutes (the "Act"), whose address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "District").

RECITALS:

WHEREAS, CAM7-SUB, LLC, a Florida limited liability company and owner of lands within the boundaries of the District, whose address is 21101 Design Parc Lane, Suite 103, Estero, Florida 33928 (the "Developer") and/or the District will construct improvements including but not limited to roads, surface water management systems, landscaping, utilities, conservation areas and plat monumentation, to the extent authorized by the Act or Ordinance, within the District's boundary, as may be amended from time to time (the "Improvements"); and

WHEREAS, the current boundaries of the District encompass approximately 2,430 acres of land that is largely unimproved and the District anticipates plat and development order approvals will be necessary to complete Improvements within the District's boundaries by the Developer and other successor entities (the "Third Party Developers"); and

WHEREAS, the District was established pursuant to the Act and Ordinance for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including transportation and roadway improvements, drainage facilities, potable water facilities, sanitary sewer facilities, and other improvements, including the Improvements; and

WHEREAS, pursuant to the Act and Ordinance the District has authority to borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as hereinafter provided; to levy such taxes and assessments as may be authorized; and to charge, collect, and enforce fees and other user charges; and

WHEREAS, Lee County Land Development Code and Administrative Code requires the issuance of a bond, letter of credit, escrow agreement, or other form of surety approved by the Board to cover certain infrastructure improvements for the purpose of making funds available to

complete improvements in the event a private party seeking to develop land is unable to complete the necessary infrastructure; and

WHEREAS, in light of the nature and timing of the construction of the Improvements and the fact that the District is a public governmental body with the ability to issue bonds and assess lands within its boundaries, the Developer seeks an alternative mechanism to meet the Construction Bond Requirement for the Improvements from time to time which would allow the cost effective construction of the Improvements, take into account the anticipated bond funds available for completion of such Improvements, and allow acceptance by the County of plats or development orders containing the Improvements; and

WHEREAS, collecting on a construction bond to fund deficiencies in construction funding is often a time consuming process involving litigation against third party sureties, with all attendant risks and costs; and

WHEREAS, having the ability to issue bonds, and having the established process under the Act and Ordinance for the collection of non-ad valorem assessments levied by the District provides greater certainty as to the likelihood and timeliness of having funds available in order to complete construction of the Improvements subject to these alternative financial assurances, if needed; and

WHEREAS, the Developer has requested that the County accept an alternative mechanism to meet the Construction Bond Requirement for the Improvements from time to time and the County has examined the factors discussed above and has determined that the alternative mechanisms set forth in this Interlocal Agreement provide equal or greater assurance of completion of the Improvements by the District than a customary construction bond would.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

Section 1. Authority. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 125, 163, and 190, Florida Statutes, the Act, the Ordinance, and the Florida Constitution.

Section 2. Recitals. The recitals so stated are true and correct and by this reference are incorporated herein and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 3. Lee County Regulations. All applicable Lee County regulations, other than the Construction Surety Requirement, shall continue to govern the platting, development order, and construction processes for development within the District.

Section 4. District Commitment to Complete Construction. As each plat or development order is submitted to the County for approval, should the District choose to provide Alternate Assurances, the District shall provide the County a letter, in substantially the same form as that attached hereto as **Exhibit A**. Upon issuance of the Alternative Assurance letter by the District, the District shall be obligated to provide assurance for the completion of the Improvements identified within the Alternate Assurance letter if the Developer or Third Party Developer fails to construct the improvements in accordance with County regulations.

Section 5. Failure to Complete the Improvements. In the event the Improvements contemplated by the plat or development order and specified in the Alternate Assurance letter are not completed within the time period identified in the applicable Alternate Assurances letter, the applicable Improvements are not constructed in accordance with County regulations, or the Developer or Third Party Developer are no longer solvent, are bankrupt, or refuse to complete construction of the Improvements, the County may provide notice of such failure in the form attached as **Exhibit B** and demand the District complete the applicable Improvements in the Alternate Assurance letter. Response to such notice from the County must be provided by the District within forty-five (45) days of receipt of such notice. The failure to respond or to complete construction of the applicable Improvements shall be deemed a default hereunder by the District.

The District's response must provide commencement of construction of the Improvements within ninety (90) days from receipt of the Default notice, (subject only to reasonable delays due to Force Majeure). For purposes of this Interlocal Agreement, the term "Force Majeure" shall mean any fire, flood, windstorm, hurricane, epidemic, pandemic, abnormal weather condition, labor dispute, strike, insurrection or unrest, act of God, dispute between the District and contractors or subcontractors, which causes a work slowdown, delay or stoppage as a result of any of the foregoing, action by another governmental agency with jurisdiction over construction permitting resulting in a slowdown or stoppage of construction, or any other circumstance or event beyond the control of the District. Force Majeure shall only apply to alter the time for completion of construction and not excuse a failure to perform.

Section 6. Funding of Improvements. The District shall comply with the provisions of this Interlocal Agreement to fund and complete, or cause to be completed, the applicable Improvements in the event the Improvements indicated on the Alternate Assurance letter are not completed in accordance with County regulations. The District shall fund the completion of the Improvements by electing one of the following methods:

- (a) use of the proceeds of bonds or other debt instruments issued by the District;
- (b) use of a conventional lender to obtain a loan secured by assessments;
- (c) use of monies in the District's operating fund;
- (d) levying and collecting assessments on property within the District; or
- (e) use of such other lawful revenues or funding sources as may be available.

Section 7. Completion Cost. As each plat or development order is submitted to the County for approval, the project engineer shall certify the estimated Completion Cost of the Improvements contained on such plat or development order, provided such certification is required by the Lee County Land Development Code.

Section 8. Use of Other Bond Assurances. Nothing contained herein shall require the District to provide Alternate Assurances and at any time the Developer, Third Party Developer, or the District may provide another form of surety in accordance with County regulations covering any portion of the Improvements.

Section 9. Revocation. At any time prior to the occurrence of either (a) commencement of construction of the Improvements or (b) conveyance of a platted lot from either Developer or Third Party Developer to a third party, which lot is situated within the area benefitted by the subject Improvements, the District may revoke its Alternate Assurance relating to the Improvements by providing the County and Developer (or Third Party Developer) with written notice. If the District revokes its Alternate Assurance prior to either (a) or (b), then Developer or Third Party Developer must provide a replacement surety in accordance with County regulations and Developer or Third Party Developer shall not commence construction until a replacement surety in accordance with County regulations is submitted to, and accepted by, the County.

At any time after the occurrence of either (x) commencement of construction of the Improvements or (y) conveyance of a platted lot from either Developer or Third Party Developer to a third party, which lot is situated within the area benefitted by the subject Improvements, the District may not revoke its Alternate Assurance without first having a replacement surety in accordance with County regulations submitted to, and accepted by, the County

The County reserves the right to issue a stop work order if Developer or Third Party Developer constructs Improvements that are not covered by the District's Alternate Assurance or an approved surety.

Section 10. Acceptance and Release of Alternate Assurances. The County hereby accepts the Alternate Assurances as to the Improvements to satisfy the Construction Bond Requirement relating to the Improvements. Except as provided below in Section 12 for Improvements constructed in County right-of-way, the Alternate Assurances will be deemed released upon issuance of a Certificate of Compliance for the specified Improvements by the County's Division of Development Services or other entity to whom the responsibility for final inspection has been assigned.

Section 11. County Option to Complete Improvements. In the event the District, the Developer, or the Third Party Developer fails to complete the Improvements in the manner provided in this Agreement, the County may, at its sole option and discretion, step in and complete said Improvements, whereupon the County may proceed to recover its costs by appropriate action pursuant to Sections 17 and 22 below.

Section 12. Improvements within County Right-of-Ways. In the event that Improvements are located within County right-of-way, the Alternate Assurances will remain in

full force and effect for a period of twelve (12) months subsequent to the date upon which a Certificate of Compliance for those Improvements is issued. The Alternate Assurances will remain in effect to ensure that the Improvements located within the County-maintained right-of-way remain free from deficiencies and are warranted for the 12-month period against such defects resulting from substandard workmanship, construction practices, or materials. At the conclusion of the 12-month period, if no deficiencies exist, the Alternate Assurances will be released in full upon written notice from the County's Department of Transportation that the constructed Improvements remain free of construction defects, normal wear and tear excepted.

Section 13. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument. The District has been authorized to enter into and implement this Agreement by Resolution of the District's Governing Board attached hereto as **Exhibit C**, which Resolution has authorized the District's Chairman or Vice-Chairman to take all action necessary in furtherance of this Agreement on behalf of the District.

Section 14. Limitations on Governmental Liability; Insurance. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability or sovereign immunity of either the County or the District, pursuant to Chapter 768, Florida Statutes, and any amendment thereto, or other statute or law. Nothing in this Interlocal 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 operation of law. The District agrees that as to any construction contracts entered into after the effective date hereof for construction of any part of the Improvements subject to Alternate Assurances, the District shall include a provision requiring the contractor to name the County as an additional insured under the liability insurance policies carried by contractor under such construction agreement.

Section 15. Negotiation at Arm's Length. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction and with the assistance of legal counsel. Both parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against either party.

Section 16. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed with delivery confirmation tracking system, or hand delivered to the Parties, as follows:

(a) **If to District:** Kingston One Community Development District
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager

With a copy to: Coleman, Yovanovich & Koester PA
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103-3591
Attn: Gregory Urbancic, Esq.

(b) If to County: Lee County
2115 Second Street
Fort Myers, Florida 33901
Attn: County Manager

With a copy to: Lee County Attorney's Office
2115 Second Street
Fort Myers, Florida 33901
Attn: County Attorney

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered as stated on delivery confirmation unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. 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.

Section 17. Default. Each of the parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party a reasonable time (not to exceed thirty (30) days unless otherwise agreed to by the parties) from the date of its receipt of such notice within which to cure any such defaults and to thereafter notify the other parties of the actual cure of any such defaults. If the breach is not cured within said time period, the County and District shall be entitled to all remedies at law or in equity, which may include but not be limited to, damage, injunctive relief and specific performance. The parties may utilize the governmental dispute procedures set forth in Chapter 164, Florida Statutes, and any amendments thereto.

Section 18. Other Agreements. Nothing in this Interlocal Agreement shall be construed as superseding, altering or amending the conditions and terms of any other agreement between the parties hereto.

Section 19. Assignment or Transfer. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement without the prior written consent of the other party.

Section 20. Binding Effect. This Interlocal Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors.

Section 21. Filing. The County Attorney's Office is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the County and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of Lee County, Florida, in accordance with the requirements of Section 163.01(11) of the Interlocal Cooperation Act.

Section 22. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Lee County, Florida.

Section 23. Severability. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

Section 24. Entire Agreement; Amendment. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

Section 25. Effective Date. This Interlocal Agreement shall become effective upon the filing hereof in accordance with Section 21 hereof.

Section 26. Attorney's Fees. In the event of litigation to enforce the remedial provision of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs associated with any such litigation at the trial level and/or appeal.

Section 27. Termination. This Agreement shall automatically terminate following buildout of lands within the District's boundary. The County reserves the right to terminate this Interlocal Agreement upon providing the District with thirty (30) days' written notice of the County's intent to terminate.

Section 28. No Lien or Encumbrance. Nothing contained herein shall constitute a lien or encumbrance upon any portion of lands within the District.

Section 29. Abolishment of the District. In the event the District is terminated or repealed by law or otherwise ceases to exist or function, the County may unilaterally terminate this Agreement by providing notice pursuant to Section 16 above and recording notice of such termination in the Public Records of Lee County, Florida, whereupon the County may require appropriate financial assurances for all outstanding and future Improvements on the lands within the District's boundary.

[The remainder of this page is intentionally left blank]

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned set their hands as of the 16 day of October, 2024.

**KINGSTON ONE COMMUNITY
DEVELOPMENT DISTRICT**

By Garry Pera, Chair

Witness:

Ray Blacksmith
Print Name

Attest: Renee O. Selva
Secretary/Assistant Secretary

Witness:

Justin Faircloth
Print Name

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

ATTEST:

Kevin Karnes, Clerk

By: McLennan
Chair

By: Brown
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney's Office



Kingston One Community Development District

December 1, 2025

Mr. David Harner
Lee County Administrator
2115 Second Street
Fort Myers, Florida 33901

Subject: **Kingston One Community Development District – Pod 1 – Phase 1 Record Plat
Alternative Financial Assurance**

Dear Mr. Harner:

In accordance with the Interlocal Agreement between Lee County, Florida, and the Kingston One Community Development District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements, dated, September 17, 2024 (the "Interlocal Agreement") attached hereto as **Attachment A**, the Kingston One Community Development District (the "District") shall provide alternate assurances for the completion of the certain offsite infrastructure improvements, to the extent authorized by the Act and Ordinance, contemplated within the Limited Development Order. As shown on **Attachment B**, Brandon Frey, Project Engineer, certifies that the cost to complete the improvements covered by the scope of this letter (the "Improvements"), which has been accepted by Lee County, is **\$23,835,261.60**. The Improvements are intended to be completed on or before **December 1, 2026**. The Improvements are contemplated in **DOS2024-00006**. A quarterly update shall be provided to the County regarding the construction progress of the Improvements and shall include the percentage of completion of such Improvements and an anticipated completion date. The District shall comply with the provisions of the Interlocal Agreement to provide for completion of the Improvements upon an event that the Improvements are not completed. If Alternate Assurances are invoked, District shall fund the completion of the Improvements pursuant to Section 6 of the Interlocal Agreement.

The Developer submitting the limited development order is **CAM7-SUB, LLC**. The Developer is electing to avail itself of the alternate financial assurances contemplated in the Interlocal Agreement and acknowledges that the District is providing assurance for the completion of all Improvements. The Developer's acknowledgment of the foregoing is attached hereto as **Attachment C**.

Sincerely,

Nicholas Cameratta, Chairman
Kingston One Community Development District

Cc: Mr. Marc Mora
Ms. Mikki Rozdolski
Ms. Becky Sweigert

**AGREEMENT REGARDING ALTERNATE
FINANCIAL ASSURANCE
(DEVELOPMENT ORDER DOS2024-00006
POD 1 – PHASE 1 IMPROVEMENTS)**

THIS AGREEMENT REGARDING ALTERNATE FINANCIAL ASSURANCE (DOS 2024-00006 POD 1-PHASE 1 IMPROVEMENTS) (this “**Agreement**”) is made and entered into as of this 17th day of December, 2025, by and between **KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) and **CAM7-SUB, LLC**, a Florida limited liability company (the “**Developer**”).

RECITALS

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

WHEREAS, the Act authorizes the District to undertake planning, financing, constructing, operating and/or maintaining certain infrastructure, including, but not limited to, water, wastewater and irrigation utilities, earthwork and clearing for storm water management and storm water management facilities and other infrastructure authorized by Chapter 190, Florida Statutes within, or outside of, the boundaries of the District; and

WHEREAS, the Developer is engaged in the development of certain real property within the boundaries of the District, known as Kingston (the “**Project**”); and

WHEREAS, the DOS2024-00006 (the “**Development Order**”) issued by Lee County (the “**County**”) requires the completion of certain Pod 1-Phase 1 improvements (the “**Improvements**”) including, but not limited to, clearing, earthwork, sewer, potable water, drainage, irrigation, and paving/road as a condition of development approval; and

WHEREAS, the District and the County have entered into that certain Interlocal Agreement Between Lee County, Florida, and The Kingston One Community Development District Providing For Waiver of Bond With Alternate Financial Assurance For Construction Of Improvements dated as of September 17, 2024 (the “**Interlocal Agreement**”) in relation to the District providing an alternate financial assurance arrangement to the County to allow for the waiver of a bond requirement in relation to work pursuant to a specific development order; and

WHEREAS, the Developer has requested that the District proceed with providing the alternate financial assurance to the County for the Corkscrew Improvements; and

WHEREAS, based upon the terms and conditions contained in this Agreement, the District is willing to issue such a letter to Lee County in the form and substance attached hereto and made a part hereof as **Exhibit “A”** (the “**Alternate Final Assurance Letter**”) pursuant to the Interlocal Agreement to provide the County with an alternate financial assurance arrangement in lieu of a bond to secure the completion of the Corkscrew Improvements; and

WHEREAS, the parties acknowledge the alternate financial assurance arrangement enables and furthers the development of the property within the District, but also benefits the Developer by relieving it of the obligation to post a bond or other financial security for such improvements; and

WHEREAS, nevertheless, the District's ability to perform its obligations under the Interlocal Agreement is dependent upon the availability of net proceeds from bonds issued by the District, subject to the limitations of Chapter 190, Florida Statutes and federal tax law, or other funding being made available to the District; and

WHEREAS, to protect the District's interests and ensure compliance with the Interlocal Agreement, the Developer agrees to certain commitments and obligations, including providing funds to the District if bond proceeds are insufficient, granting a collateral assignment of applicable development rights, allowing for the assignment of construction contracts related to the Corkscrew Improvements and assigning necessary property rights to the District; and

WHEREAS, the District and the Developer desire to set forth their respective rights and obligations in this Agreement to facilitate the timely completion of the Corkscrew Improvements in accordance with the Development Order and the Interlocal Agreement.

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Alternate Financial Assurance/Developer's Commitments and Obligations.**

a. **Alternate Financial Assurance.** The District agrees to provide an alternate financial assurance arrangement to the County, as outlined in the Interlocal Agreement and the Alternate Final Assurance Letter, to secure the completion of the Corkscrew Improvements in lieu of a bond, as required by the Development Order.

b. **Limitation on District's Performance.** The parties recognize and acknowledge that the District's obligation to perform under the Interlocal Agreement, including any requirement to fund or complete the Improvements pursuant to the Alternate Financial Assurance Letter, is expressly limited by (i) the availability of net proceeds from special assessment bonds issued by the District specifically for the Corkscrew Improvements (the "**Bond Proceeds**") and (ii) the potential expenditure of any such Bond Proceeds for the Corkscrew Improvements being qualified costs and being properly reimbursable pursuant to state and/or federal law, including, but not limited to, federal tax restrictions imposed on tax-exempt financing. The parties further recognize and acknowledge that as of the date of this Agreement, the District has not issued any bonds relating to the Corkscrew Improvements. The Developer agrees that the District shall have no liability to the Developer for any failure to perform under the Interlocal Agreement if such failure is due to insufficient Bond Proceeds or legal restrictions relating to the use of the Bond Proceeds.

c. **Funding Obligation.** If the District is called upon to perform by the County under the Interlocal Agreement (i.e. to fund or complete all or a portion of the Improvements) and there are insufficient Bond Proceeds available and eligible for such purpose, the Developer shall provide, or cause to be provided, sufficient funds to the District to cover any unfunded shortfall including all administrative, legal, warranty, engineering, permitting or other related soft costs. This obligation of the Developer specifically includes the obligation to fund any construction costs that are not qualified and not properly

reimbursable pursuant to local, state or federal law. Such funds shall be deposited into a designated District account within twenty (20) days after written notice from the District specifying the amount of the shortfall.

d. Completion of Improvements. The Developer shall diligently pursue the completion of the Improvements in accordance with the Development Order, the Interlocal Agreement, and all applicable permits, plans, and specifications approved by Lee County. The Developer shall provide the District with regular updates on the progress of the work, including monthly reports detailing construction status, approximate remaining costs and any issues that might impact completion.

e. Compliance with Laws. The Developer shall ensure that all work performed in connection with the Improvements complies with all applicable federal, state, and local laws, regulations, ordinances and permits.

f. Indemnification. The Developer shall indemnify, defend, and hold harmless the District, its officers, supervisors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to the Developer's failure to perform its obligations under this Agreement or the Improvements, except to the extent caused by the gross negligence or willful misconduct of the District.

3. Collateral Assignment of Development Rights and Construction Contracts.

a. Collateral Assignment. As security for the Developer's obligations under this Agreement, including but not limited to the funding obligation in Section 2.c., the Developer hereby grants to the District a collateral assignment of all development rights related to the Improvements, including but not limited to, permits, approvals, plans, and specifications issued or approved in connection with the Development Order (the "**Development Rights**"). This collateral assignment shall be exercisable by the District in the event the District receives notice from the County pursuant to Section 5 of the Interlocal Agreement that the Developer has failed to complete the Improvements as required by the County. Nothing herein shall be construed as an obligation on the part of the District or any designee of the District to accept any liability for all or any portion of the Development Rights unless the District, or any designee of the District, chooses to do so in its sole discretion. Nor shall this provision be construed to place any liability or obligation on the District or any designee of the District for compliance with the terms and provisions of all or any portion of the Development Rights. The Developer hereby agree to indemnify, defend and hold harmless the District from any loss, cost, damage, claim or expense arising from or respect to any matter related to the Development Rights arising before the date that the District elects to exercise its rights hereunder. The Developer, whenever and so often as requested by the District, will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary and reasonably required in order to further and more fully vest in the District all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon it by this Section.

b. Assignment of Construction Contracts. The Developer agrees that, in the event the District receives notice from the County pursuant to Section 5 of the Interlocal Agreement that the Developer has failed to complete the Improvements as required by the County, the Developer shall assign to the District any existing construction contract(s) related to the Improvements (the "**Construction Contracts**") as may be requested in writing by the District. Any such assignment shall be on terms and conditions acceptable to the District, shall include all rights of the Developer under the Construction Contracts and the District shall have the right to assume, enforce, or terminate such contracts as necessary to complete the Improvements. Nothing herein shall obligate the District to assume any or all of such Construction Contracts. The Developer agrees to execute any documents reasonably required by the District to effectuate the assignment of any

Construction Contracts including, without limitation, assignment agreements, consents, or notices to third parties (i.e. contractors, permitting authorities).

c. Property Rights. The Developer agrees that, in the event the District receives notice from the County pursuant to Section 5 of the Interlocal Agreement that the Developer has failed to complete the Improvements as required by the County, the Developer shall convey or cause to be conveyed to the District sufficient property rights necessary for the District to undertake and complete the Improvements. Such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District, sufficient for the District to own, operate, maintain, construct, and/or install the Improvements. Any other real property interests necessary for the functioning of the subject improvements and to maintain the tax-exempt status of any District bonds (it being acknowledged that all portions of the subject improvements must be located on governmentally owned property, in perpetual public easements or rights-of-way) shall be reviewed and conveyed in accordance with the provisions herein. Such dedications or conveyances shall be at no cost to the District.

4. Default.

a. Developer Default. In the event of any default by the Developer in satisfying its obligations as and when required by the terms of this Agreement, then the District shall notify the Developer in writing of such default, and the Developer shall have a period of twenty (20) days from and after notice from the District, or such shorter period as may be required to prevent a default by the District under the Interlocal Agreement, to cure such default (“**Developer Cure Period**”). If the Developer fails to cure such default within the Developer Cure Period, then the District shall have the right to exercise any and all remedies available under this Agreement or at law including, but not limited to, the following: (i) exercising the collateral assignment of Development Rights under Section 3.a; requiring the assignment of any Construction Contracts under Section 3.b.; (ii) pursuing specific performance or injunctive relief to enforce the Developer’s obligations; (iii) seeking damages or other remedies as permitted by law; and/or (iv) satisfying any obligations giving rise to the default directly and thereafter recording a lien against any or all lands then owned by the Developer within the District for the amount of any costs incurred by the District in satisfying such defaulted obligations, which lien shall be enforceable and foreclosable in the manner of construction lien pursuant to Section 713, Florida Statutes. Notwithstanding the foregoing, nothing in this section shall operate to release the Developer from its respective obligations under this Agreement.

b. District Default. In the event of any default by the District in satisfying its obligations as and when required by the terms of this Agreement, then the Developer shall notify the District in writing of such default, and the District shall have a period of twenty (20) days from and after notice from the Developer to cure such default (“**District Cure Period**”). For sake of clarity, a default by the District shall occur only if the District fails to perform its obligations under this Agreement and such failure is not due to insufficient Bond Proceeds or funding by the Developer as required by Section 2.c., legal restrictions on the use of Bond Proceeds for the subject improvements, or the Developer’s failure to perform its obligations. If the District fails to timely cure the default during the District Cure Period, the Developer shall be entitled to all remedies available at law or in equity.

5. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, 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. Notwithstanding anything to the contrary herein, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards with respect to the enforcement of this Agreement.

6. **Amendments.** Amendments to this Agreement may be made only by an instrument in writing that is executed by both the District and the Developer.

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

8. **Notices.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be either (i) delivered personally to the other parties; (ii) sent by commercial courier, delivery service or U.S. mail; or (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Legal counsel may deliver notice on behalf of the party represented. Initial addresses for the parties include:

If to District: Kingston One Community Development District
c/o Inframark, LLC
2005 Pan Am Circle, Suite 300
Tampa, FL 33607
Attn: District Manager
Brian.Lamb@Inframark.com

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103
Attn: Gregory L. Urbancic, Esq.
gurbancic@cyklawfirm.com

If to Developer: CAM7-SUB, LLC
21101 Design Parc Ln. #103
Estero, FL 33928
Attn: Raymond Blacksmith
and Dominic Cameratta
rblacksmith@camprop.com and
dcameratta@camerattacompanies.com

With a copy to: Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901
Attn: Charles Mann, Esq.
CharlesMann@paveselaw.com

The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

9. **Joint and Several Liability.** If there is more than one person or entity that is the “Developer” under this Agreement, then each person or entity shall be jointly and severally liable for any and all of the obligations of the Developer under this Agreement.

10. **Arm’s Length Transaction.** This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

11. **Third Party Beneficiaries.** Except as otherwise expressly provided in this Section, this Agreement is solely for the benefit of the District and the Developer 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 District and the Developer 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 Developer and their respective representatives, successors, and assigns.

12. **Assignment.** Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent may be withheld in such party’s sole and exclusive discretion.

13. **Applicable Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lee County, Florida.

14. **Effective Date.** This Agreement shall be effective upon execution by both the District and the Developer.

15. **Public Records.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

16. **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.

17. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other 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 the Doctrine of Sovereign Immunity or by operation of law.

18. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

{Remainder of page intentionally left blank. Signatures appear on next page.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DISTRICT:

**KINGSTON ONE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Brian Lamb, Secretary

By: _____
Nicholas Cameratta, Chair

DEVELOPER:

CAM7-SUB, LLC,
a Florida limited liability company

By: _____
Raymond Blacksmith, Manager

RESOLUTION 2026-02

A RESOLUTION OF KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE INTERLOCAL AGREEMENT BETWEEN LEE COUNTY, FLORIDA, AND THE KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR WAIVER OF BOND WITH ALTERNATE FINANCIAL ASSURANCE FOR CONSTRUCTION OF POD 2 – PHASE 1 DOS2024-00007 INFRASTRUCTURE IMPROVMENTS AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Kingston One Community Development District (“District”) is a local unit of special-purpose government which was created pursuant to Lee County Ordinance No. 23-26 (the “Ordinance”), as amended, and in conformity with Chapter 190, Florida Statutes; and

WHEREAS, as provided in the Act and Ordinance, the purpose of the District is to plan, construct, maintain, operate, finance, and improve the provision of systems, facilities, and services necessary to meet the infrastructure needs of the Kingston Community; and

WHEREAS, pursuant to the Act and Ordinance the District has authority to borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness, to levy such taxes and assessments as may be authorized, and to charge, collect, and enforce fees and other user charges; and

WHEREAS, Lee County Land Development Code, Chapter 10, Article II, Section 10-154(26), Additional Required Submittals, as implemented by Administrative Code Number AC-13-19, addresses the current construction bond requirement and provides, in part, the Lee County Board of County Commissioners may accept other forms of security; and

WHEREAS, the District wishes to provide such other form of security in accordance with the terms of the Interlocal Agreement Between Lee County, Florida, and the District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements (the "Alternate Assurance Agreement") and approve the Alternate Assurance Agreement in the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby finds it continues to be in the best interest of the District and its residents to approve the Alternate Assurance Agreement. The Board hereby ratifies actions of the District staff and officers related to preparation of the Alternate Assurance Agreement. Further, the Board hereby authorizes and directs District staff and the Chairman to take further

actions necessary to execute, finalize, and implement the provisions of the Alternate Assurances Agreement.

SECTION 2. The Board hereby authorizes the District Chairman and District staff to act as agents of the District with regard to any and all matters pertaining to finalization and implementation of the Alternate Assurance Agreement.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 17th day of December, 2025.

ATTEST:

**KINGSTON ONE COMMUNITY
DEVELOPMENT DISTRICT**

**SECRETARY/ ASSISTANT
SECRETARY**

CHAIRMAN/VICE CHAIRMAN

Exhibit A: Interlocal Agreement Between Lee County, Florida and the Kingston One Community Development District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY, FLORIDA, AND THE
KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR
WAIVER OF BOND WITH ALTERNATE FINANCIAL ASSURANCE FOR
CONSTRUCTION OF IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of September 17, 2024, is entered into by and between:

Lee County, Florida, a political subdivision of the State of Florida, whose address is 2115 Second Street, Fort Myers, Florida 33901 (the "County"); and

Kingston One Community Development District, a local unit of special-purpose government which was established pursuant to Lee County Ordinance No. 23-26 (the "Ordinance"), as amended, and in conformity with Chapter 190, Florida Statutes (the "Act"), whose address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "District").

RECITALS:

WHEREAS, CAM7-SUB, LLC, a Florida limited liability company and owner of lands within the boundaries of the District, whose address is 21101 Design Parc Lane, Suite 103, Estero, Florida 33928 (the "Developer") and/or the District will construct improvements including but not limited to roads, surface water management systems, landscaping, utilities, conservation areas and plat monumentation, to the extent authorized by the Act or Ordinance, within the District's boundary, as may be amended from time to time (the "Improvements"); and

WHEREAS, the current boundaries of the District encompass approximately 2,430 acres of land that is largely unimproved and the District anticipates plat and development order approvals will be necessary to complete Improvements within the District's boundaries by the Developer and other successor entities (the "Third Party Developers"); and

WHEREAS, the District was established pursuant to the Act and Ordinance for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including transportation and roadway improvements, drainage facilities, potable water facilities, sanitary sewer facilities, and other improvements, including the Improvements; and

WHEREAS, pursuant to the Act and Ordinance the District has authority to borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as hereinafter provided; to levy such taxes and assessments as may be authorized; and to charge, collect, and enforce fees and other user charges; and

WHEREAS, Lee County Land Development Code and Administrative Code requires the issuance of a bond, letter of credit, escrow agreement, or other form of surety approved by the Board to cover certain infrastructure improvements for the purpose of making funds available to

complete improvements in the event a private party seeking to develop land is unable to complete the necessary infrastructure; and

WHEREAS, in light of the nature and timing of the construction of the Improvements and the fact that the District is a public governmental body with the ability to issue bonds and assess lands within its boundaries, the Developer seeks an alternative mechanism to meet the Construction Bond Requirement for the Improvements from time to time which would allow the cost effective construction of the Improvements, take into account the anticipated bond funds available for completion of such Improvements, and allow acceptance by the County of plats or development orders containing the Improvements; and

WHEREAS, collecting on a construction bond to fund deficiencies in construction funding is often a time consuming process involving litigation against third party sureties, with all attendant risks and costs; and

WHEREAS, having the ability to issue bonds, and having the established process under the Act and Ordinance for the collection of non-ad valorem assessments levied by the District provides greater certainty as to the likelihood and timeliness of having funds available in order to complete construction of the Improvements subject to these alternative financial assurances, if needed; and

WHEREAS, the Developer has requested that the County accept an alternative mechanism to meet the Construction Bond Requirement for the Improvements from time to time and the County has examined the factors discussed above and has determined that the alternative mechanisms set forth in this Interlocal Agreement provide equal or greater assurance of completion of the Improvements by the District than a customary construction bond would.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

Section 1. Authority. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 125, 163, and 190, Florida Statutes, the Act, the Ordinance, and the Florida Constitution.

Section 2. Recitals. The recitals so stated are true and correct and by this reference are incorporated herein and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 3. Lee County Regulations. All applicable Lee County regulations, other than the Construction Surety Requirement, shall continue to govern the platting, development order, and construction processes for development within the District.

Section 4. District Commitment to Complete Construction. As each plat or development order is submitted to the County for approval, should the District choose to provide Alternate Assurances, the District shall provide the County a letter, in substantially the same form as that attached hereto as **Exhibit A**. Upon issuance of the Alternative Assurance letter by the District, the District shall be obligated to provide assurance for the completion of the Improvements identified within the Alternate Assurance letter if the Developer or Third Party Developer fails to construct the improvements in accordance with County regulations.

Section 5. Failure to Complete the Improvements. In the event the Improvements contemplated by the plat or development order and specified in the Alternate Assurance letter are not completed within the time period identified in the applicable Alternate Assurances letter, the applicable Improvements are not constructed in accordance with County regulations, or the Developer or Third Party Developer are no longer solvent, are bankrupt, or refuse to complete construction of the Improvements, the County may provide notice of such failure in the form attached as **Exhibit B** and demand the District complete the applicable Improvements in the Alternate Assurance letter. Response to such notice from the County must be provided by the District within forty-five (45) days of receipt of such notice. The failure to respond or to complete construction of the applicable Improvements shall be deemed a default hereunder by the District.

The District's response must provide commencement of construction of the Improvements within ninety (90) days from receipt of the Default notice, (subject only to reasonable delays due to Force Majeure). For purposes of this Interlocal Agreement, the term "Force Majeure" shall mean any fire, flood, windstorm, hurricane, epidemic, pandemic, abnormal weather condition, labor dispute, strike, insurrection or unrest, act of God, dispute between the District and contractors or subcontractors, which causes a work slowdown, delay or stoppage as a result of any of the foregoing, action by another governmental agency with jurisdiction over construction permitting resulting in a slowdown or stoppage of construction, or any other circumstance or event beyond the control of the District. Force Majeure shall only apply to alter the time for completion of construction and not excuse a failure to perform.

Section 6. Funding of Improvements. The District shall comply with the provisions of this Interlocal Agreement to fund and complete, or cause to be completed, the applicable Improvements in the event the Improvements indicated on the Alternate Assurance letter are not completed in accordance with County regulations. The District shall fund the completion of the Improvements by electing one of the following methods:

- (a) use of the proceeds of bonds or other debt instruments issued by the District;
- (b) use of a conventional lender to obtain a loan secured by assessments;
- (c) use of monies in the District's operating fund;
- (d) levying and collecting assessments on property within the District; or
- (e) use of such other lawful revenues or funding sources as may be available.

Section 7. Completion Cost. As each plat or development order is submitted to the County for approval, the project engineer shall certify the estimated Completion Cost of the Improvements contained on such plat or development order, provided such certification is required by the Lee County Land Development Code.

Section 8. Use of Other Bond Assurances. Nothing contained herein shall require the District to provide Alternate Assurances and at any time the Developer, Third Party Developer, or the District may provide another form of surety in accordance with County regulations covering any portion of the Improvements.

Section 9. Revocation. At any time prior to the occurrence of either (a) commencement of construction of the Improvements or (b) conveyance of a platted lot from either Developer or Third Party Developer to a third party, which lot is situated within the area benefitted by the subject Improvements, the District may revoke its Alternate Assurance relating to the Improvements by providing the County and Developer (or Third Party Developer) with written notice. If the District revokes its Alternate Assurance prior to either (a) or (b), then Developer or Third Party Developer must provide a replacement surety in accordance with County regulations and Developer or Third Party Developer shall not commence construction until a replacement surety in accordance with County regulations is submitted to, and accepted by, the County.

At any time after the occurrence of either (x) commencement of construction of the Improvements or (y) conveyance of a platted lot from either Developer or Third Party Developer to a third party, which lot is situated within the area benefitted by the subject Improvements, the District may not revoke its Alternate Assurance without first having a replacement surety in accordance with County regulations submitted to, and accepted by, the County

The County reserves the right to issue a stop work order if Developer or Third Party Developer constructs Improvements that are not covered by the District's Alternate Assurance or an approved surety.

Section 10. Acceptance and Release of Alternate Assurances. The County hereby accepts the Alternate Assurances as to the Improvements to satisfy the Construction Bond Requirement relating to the Improvements. Except as provided below in Section 12 for Improvements constructed in County right-of-way, the Alternate Assurances will be deemed released upon issuance of a Certificate of Compliance for the specified Improvements by the County's Division of Development Services or other entity to whom the responsibility for final inspection has been assigned.

Section 11. County Option to Complete Improvements. In the event the District, the Developer, or the Third Party Developer fails to complete the Improvements in the manner provided in this Agreement, the County may, at its sole option and discretion, step in and complete said Improvements, whereupon the County may proceed to recover its costs by appropriate action pursuant to Sections 17 and 22 below.

Section 12. Improvements within County Right-of-Ways. In the event that Improvements are located within County right-of-way, the Alternate Assurances will remain in

full force and effect for a period of twelve (12) months subsequent to the date upon which a Certificate of Compliance for those Improvements is issued. The Alternate Assurances will remain in effect to ensure that the Improvements located within the County-maintained right-of-way remain free from deficiencies and are warranted for the 12-month period against such defects resulting from substandard workmanship, construction practices, or materials. At the conclusion of the 12-month period, if no deficiencies exist, the Alternate Assurances will be released in full upon written notice from the County's Department of Transportation that the constructed Improvements remain free of construction defects, normal wear and tear excepted.

Section 13. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument. The District has been authorized to enter into and implement this Agreement by Resolution of the District's Governing Board attached hereto as **Exhibit C**, which Resolution has authorized the District's Chairman or Vice-Chairman to take all action necessary in furtherance of this Agreement on behalf of the District.

Section 14. Limitations on Governmental Liability; Insurance. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability or sovereign immunity of either the County or the District, pursuant to Chapter 768, Florida Statutes, and any amendment thereto, or other statute or law. Nothing in this Interlocal 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 operation of law. The District agrees that as to any construction contracts entered into after the effective date hereof for construction of any part of the Improvements subject to Alternate Assurances, the District shall include a provision requiring the contractor to name the County as an additional insured under the liability insurance policies carried by contractor under such construction agreement.

Section 15. Negotiation at Arm's Length. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction and with the assistance of legal counsel. Both parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against either party.

Section 16. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed with delivery confirmation tracking system, or hand delivered to the Parties, as follows:

(a) **If to District:** Kingston One Community Development District
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager

With a copy to: Coleman, Yovanovich & Koester PA
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103-3591
Attn: Gregory Urbancic, Esq.

(b) If to County: Lee County
2115 Second Street
Fort Myers, Florida 33901
Attn: County Manager

With a copy to: Lee County Attorney's Office
2115 Second Street
Fort Myers, Florida 33901
Attn: County Attorney

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered as stated on delivery confirmation unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. 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.

Section 17. Default. Each of the parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party a reasonable time (not to exceed thirty (30) days unless otherwise agreed to by the parties) from the date of its receipt of such notice within which to cure any such defaults and to thereafter notify the other parties of the actual cure of any such defaults. If the breach is not cured within said time period, the County and District shall be entitled to all remedies at law or in equity, which may include but not be limited to, damage, injunctive relief and specific performance. The parties may utilize the governmental dispute procedures set forth in Chapter 164, Florida Statutes, and any amendments thereto.

Section 18. Other Agreements. Nothing in this Interlocal Agreement shall be construed as superseding, altering or amending the conditions and terms of any other agreement between the parties hereto.

Section 19. Assignment or Transfer. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement without the prior written consent of the other party.

Section 20. Binding Effect. This Interlocal Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors.

Section 21. Filing. The County Attorney's Office is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the County and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of Lee County, Florida, in accordance with the requirements of Section 163.01(11) of the Interlocal Cooperation Act.

Section 22. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Lee County, Florida.

Section 23. Severability. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

Section 24. Entire Agreement; Amendment. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

Section 25. Effective Date. This Interlocal Agreement shall become effective upon the filing hereof in accordance with Section 21 hereof.

Section 26. Attorney's Fees. In the event of litigation to enforce the remedial provision of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs associated with any such litigation at the trial level and/or appeal.

Section 27. Termination. This Agreement shall automatically terminate following buildout of lands within the District's boundary. The County reserves the right to terminate this Interlocal Agreement upon providing the District with thirty (30) days' written notice of the County's intent to terminate.

Section 28. No Lien or Encumbrance. Nothing contained herein shall constitute a lien or encumbrance upon any portion of lands within the District.

Section 29. Abolishment of the District. In the event the District is terminated or repealed by law or otherwise ceases to exist or function, the County may unilaterally terminate this Agreement by providing notice pursuant to Section 16 above and recording notice of such termination in the Public Records of Lee County, Florida, whereupon the County may require appropriate financial assurances for all outstanding and future Improvements on the lands within the District's boundary.

[The remainder of this page is intentionally left blank]

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned set their hands as of the 16 day of October, 2024.

**KINGSTON ONE COMMUNITY
DEVELOPMENT DISTRICT**

By Garry Pera, Chair

Witness:

Ray Blacksmith

RAY BLACKSMITH

Print Name

Attest: Renee O. Selva
Secretary/Assistant Secretary

Witness:

Justin Faircloth

Print Name

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

ATTEST:

Kevin Karnes, Clerk

By: McLennan
Chair

By: Brown

Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney's Office



Kingston One Community Development District

December 1, 2025

Mr. David Harner
Lee County Administrator
2115 Second Street
Fort Myers, Florida 33901

Subject: **Kingston One Community Development District – Pod 2 – Phase 1 Record Plat
Alternative Financial Assurance**

Dear Mr. Harner:

In accordance with the Interlocal Agreement between Lee County, Florida, and the Kingston One Community Development District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements, dated, September 17, 2024 (the "Interlocal Agreement") attached hereto as **Attachment A**, the Kingston One Community Development District (the "District") shall provide alternate assurances for the completion of the certain offsite infrastructure improvements, to the extent authorized by the Act and Ordinance, contemplated within the Limited Development Order. As shown on **Attachment B**, Brandon Frey, Project Engineer, certifies that the cost to complete the improvements covered by the scope of this letter (the "Improvements"), which has been accepted by Lee County, is **\$12,707,108.71**. The Improvements are intended to be completed on or before **December 1, 2026**. The Improvements are contemplated in **DOS2024-00007**. A quarterly update shall be provided to the County regarding the construction progress of the Improvements and shall include the percentage of completion of such Improvements and an anticipated completion date. The District shall comply with the provisions of the Interlocal Agreement to provide for completion of the Improvements upon an event that the Improvements are not completed. If Alternate Assurances are invoked, District shall fund the completion of the Improvements pursuant to Section 6 of the Interlocal Agreement.

The Developer submitting the limited development order is **CAM7-SUB, LLC**. The Developer is electing to avail itself of the alternate financial assurances contemplated in the Interlocal Agreement and acknowledges that the District is providing assurance for the completion of all Improvements. The Developer's acknowledgment of the foregoing is attached hereto as **Attachment C**.

Sincerely,

Nicholas Cameratta, Chairman
Kingston One Community Development District

Cc: Mr. Marc Mora
Ms. Mikki Rozdolski
Ms. Becky Sweigert

**AGREEMENT REGARDING ALTERNATE
FINANCIAL ASSURANCE
(DEVELOPMENT ORDER DOS2024-00007
POD 2 – PHASE 1 IMPROVEMENTS)**

THIS AGREEMENT REGARDING ALTERNATE FINANCIAL ASSURANCE (DOS 2024-00007 POD 2-PHASE 1 IMPROVEMENTS) (this “**Agreement**”) is made and entered into as of this 17th day of December, 2025, by and between **KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) and **CAM7-SUB, LLC**, a Florida limited liability company (the “**Developer**”).

RECITALS

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

WHEREAS, the Act authorizes the District to undertake planning, financing, constructing, operating and/or maintaining certain infrastructure, including, but not limited to, water, wastewater and irrigation utilities, earthwork and clearing for storm water management and storm water management facilities and other infrastructure authorized by Chapter 190, Florida Statutes within, or outside of, the boundaries of the District; and

WHEREAS, the Developer is engaged in the development of certain real property within the boundaries of the District, known as Kingston (the “**Project**”); and

WHEREAS, the DOS2024-00007 (the “**Development Order**”) issued by Lee County (the “**County**”) requires the completion of certain Pod 2-Phase 1 improvements (the “**Improvements**”) including, but not limited to, clearing, earthwork, sewer, potable water, drainage, irrigation, and paving/road as a condition of development approval; and

WHEREAS, the District and the County have entered into that certain Interlocal Agreement Between Lee County, Florida, and The Kingston One Community Development District Providing For Waiver of Bond With Alternate Financial Assurance For Construction Of Improvements dated as of September 17, 2024 (the “**Interlocal Agreement**”) in relation to the District providing an alternate financial assurance arrangement to the County to allow for the waiver of a bond requirement in relation to work pursuant to a specific development order; and

WHEREAS, the Developer has requested that the District proceed with providing the alternate financial assurance to the County for the Corkscrew Improvements; and

WHEREAS, based upon the terms and conditions contained in this Agreement, the District is willing to issue such a letter to Lee County in the form and substance attached hereto and made a part hereof as **Exhibit “A”** (the “**Alternate Final Assurance Letter**”) pursuant to the Interlocal Agreement to provide the County with an alternate financial assurance arrangement in lieu of a bond to secure the completion of the Corkscrew Improvements; and

WHEREAS, the parties acknowledge the alternate financial assurance arrangement enables and furthers the development of the property within the District, but also benefits the Developer by relieving it of the obligation to post a bond or other financial security for such improvements; and

WHEREAS, nevertheless, the District's ability to perform its obligations under the Interlocal Agreement is dependent upon the availability of net proceeds from bonds issued by the District, subject to the limitations of Chapter 190, Florida Statutes and federal tax law, or other funding being made available to the District; and

WHEREAS, to protect the District's interests and ensure compliance with the Interlocal Agreement, the Developer agrees to certain commitments and obligations, including providing funds to the District if bond proceeds are insufficient, granting a collateral assignment of applicable development rights, allowing for the assignment of construction contracts related to the Corkscrew Improvements and assigning necessary property rights to the District; and

WHEREAS, the District and the Developer desire to set forth their respective rights and obligations in this Agreement to facilitate the timely completion of the Corkscrew Improvements in accordance with the Development Order and the Interlocal Agreement.

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Alternate Financial Assurance/Developer's Commitments and Obligations.**

a. **Alternate Financial Assurance.** The District agrees to provide an alternate financial assurance arrangement to the County, as outlined in the Interlocal Agreement and the Alternate Final Assurance Letter, to secure the completion of the Corkscrew Improvements in lieu of a bond, as required by the Development Order.

b. **Limitation on District's Performance.** The parties recognize and acknowledge that the District's obligation to perform under the Interlocal Agreement, including any requirement to fund or complete the Improvements pursuant to the Alternate Financial Assurance Letter, is expressly limited by (i) the availability of net proceeds from special assessment bonds issued by the District specifically for the Corkscrew Improvements (the "**Bond Proceeds**") and (ii) the potential expenditure of any such Bond Proceeds for the Corkscrew Improvements being qualified costs and being properly reimbursable pursuant to state and/or federal law, including, but not limited to, federal tax restrictions imposed on tax-exempt financing. The parties further recognize and acknowledge that as of the date of this Agreement, the District has not issued any bonds relating to the Corkscrew Improvements. The Developer agrees that the District shall have no liability to the Developer for any failure to perform under the Interlocal Agreement if such failure is due to insufficient Bond Proceeds or legal restrictions relating to the use of the Bond Proceeds.

c. **Funding Obligation.** If the District is called upon to perform by the County under the Interlocal Agreement (i.e. to fund or complete all or a portion of the Improvements) and there are insufficient Bond Proceeds available and eligible for such purpose, the Developer shall provide, or cause to be provided, sufficient funds to the District to cover any unfunded shortfall including all administrative, legal, warranty, engineering, permitting or other related soft costs. This obligation of the Developer specifically includes the obligation to fund any construction costs that are not qualified and not properly

reimbursable pursuant to local, state or federal law. Such funds shall be deposited into a designated District account within twenty (20) days after written notice from the District specifying the amount of the shortfall.

d. Completion of Improvements. The Developer shall diligently pursue the completion of the Improvements in accordance with the Development Order, the Interlocal Agreement, and all applicable permits, plans, and specifications approved by Lee County. The Developer shall provide the District with regular updates on the progress of the work, including monthly reports detailing construction status, approximate remaining costs and any issues that might impact completion.

e. Compliance with Laws. The Developer shall ensure that all work performed in connection with the Improvements complies with all applicable federal, state, and local laws, regulations, ordinances and permits.

f. Indemnification. The Developer shall indemnify, defend, and hold harmless the District, its officers, supervisors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to the Developer's failure to perform its obligations under this Agreement or the Improvements, except to the extent caused by the gross negligence or willful misconduct of the District.

3. Collateral Assignment of Development Rights and Construction Contracts.

a. Collateral Assignment. As security for the Developer's obligations under this Agreement, including but not limited to the funding obligation in Section 2.c., the Developer hereby grants to the District a collateral assignment of all development rights related to the Improvements, including but not limited to, permits, approvals, plans, and specifications issued or approved in connection with the Development Order (the "**Development Rights**"). This collateral assignment shall be exercisable by the District in the event the District receives notice from the County pursuant to Section 5 of the Interlocal Agreement that the Developer has failed to complete the Improvements as required by the County. Nothing herein shall be construed as an obligation on the part of the District or any designee of the District to accept any liability for all or any portion of the Development Rights unless the District, or any designee of the District, chooses to do so in its sole discretion. Nor shall this provision be construed to place any liability or obligation on the District or any designee of the District for compliance with the terms and provisions of all or any portion of the Development Rights. The Developer hereby agree to indemnify, defend and hold harmless the District from any loss, cost, damage, claim or expense arising from or respect to any matter related to the Development Rights arising before the date that the District elects to exercise its rights hereunder. The Developer, whenever and so often as requested by the District, will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary and reasonably required in order to further and more fully vest in the District all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon it by this Section.

b. Assignment of Construction Contracts. The Developer agrees that, in the event the District receives notice from the County pursuant to Section 5 of the Interlocal Agreement that the Developer has failed to complete the Improvements as required by the County, the Developer shall assign to the District any existing construction contract(s) related to the Improvements (the "**Construction Contracts**") as may be requested in writing by the District. Any such assignment shall be on terms and conditions acceptable to the District, shall include all rights of the Developer under the Construction Contracts and the District shall have the right to assume, enforce, or terminate such contracts as necessary to complete the Improvements. Nothing herein shall obligate the District to assume any or all of such Construction Contracts. The Developer agrees to execute any documents reasonably required by the District to effectuate the assignment of any

Construction Contracts including, without limitation, assignment agreements, consents, or notices to third parties (i.e. contractors, permitting authorities).

c. Property Rights. The Developer agrees that, in the event the District receives notice from the County pursuant to Section 5 of the Interlocal Agreement that the Developer has failed to complete the Improvements as required by the County, the Developer shall convey or cause to be conveyed to the District sufficient property rights necessary for the District to undertake and complete the Improvements. Such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District, sufficient for the District to own, operate, maintain, construct, and/or install the Improvements. Any other real property interests necessary for the functioning of the subject improvements and to maintain the tax-exempt status of any District bonds (it being acknowledged that all portions of the subject improvements must be located on governmentally owned property, in perpetual public easements or rights-of-way) shall be reviewed and conveyed in accordance with the provisions herein. Such dedications or conveyances shall be at no cost to the District.

4. Default.

a. Developer Default. In the event of any default by the Developer in satisfying its obligations as and when required by the terms of this Agreement, then the District shall notify the Developer in writing of such default, and the Developer shall have a period of twenty (20) days from and after notice from the District, or such shorter period as may be required to prevent a default by the District under the Interlocal Agreement, to cure such default ("Developer Cure Period"). If the Developer fails to cure such default within the Developer Cure Period, then the District shall have the right to exercise any and all remedies available under this Agreement or at law including, but not limited to, the following: (i) exercising the collateral assignment of Development Rights under Section 3.a; requiring the assignment of any Construction Contracts under Section 3.b.; (ii) pursuing specific performance or injunctive relief to enforce the Developer's obligations; (iii) seeking damages or other remedies as permitted by law; and/or (iv) satisfying any obligations giving rise to the default directly and thereafter recording a lien against any or all lands then owned by the Developer within the District for the amount of any costs incurred by the District in satisfying such defaulted obligations, which lien shall be enforceable and foreclosable in the manner of construction lien pursuant to Section 713, Florida Statutes. Notwithstanding the foregoing, nothing in this section shall operate to release the Developer from its respective obligations under this Agreement.

b. District Default. In the event of any default by the District in satisfying its obligations as and when required by the terms of this Agreement, then the Developer shall notify the District in writing of such default, and the District shall have a period of twenty (20) days from and after notice from the Developer to cure such default ("District Cure Period"). For sake of clarity, a default by the District shall occur only if the District fails to perform its obligations under this Agreement and such failure is not due to insufficient Bond Proceeds or funding by the Developer as required by Section 2.c., legal restrictions on the use of Bond Proceeds for the subject improvements, or the Developer's failure to perform its obligations. If the District fails to timely cure the default during the District Cure Period, the Developer shall be entitled to all remedies available at law or in equity.

5. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, 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. Notwithstanding anything to the contrary herein, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards with respect to the enforcement of this Agreement.

6. **Amendments.** Amendments to this Agreement may be made only by an instrument in writing that is executed by both the District and the Developer.

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

8. **Notices.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be either (i) delivered personally to the other parties; (ii) sent by commercial courier, delivery service or U.S. mail; or (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Legal counsel may deliver notice on behalf of the party represented. Initial addresses for the parties include:

If to District: Kingston One Community Development District
c/o Inframark, LLC
2005 Pan Am Circle, Suite 300
Tampa, FL 33607
Attn: District Manager
Brian.Lamb@Inframark.com

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103
Attn: Gregory L. Urbancic, Esq.
gurbancic@cyklawfirm.com

If to Developer: CAM7-SUB, LLC
21101 Design Parc Ln. #103
Estero, FL 33928
Attn: Raymond Blacksmith
and Dominic Cameratta
rblacksmith@camprop.com and
dcameratta@camerattacompanies.com

With a copy to: Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901
Attn: Charles Mann, Esq.
CharlesMann@paveselaw.com

The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

9. **Joint and Several Liability.** If there is more than one person or entity that is the “Developer” under this Agreement, then each person or entity shall be jointly and severally liable for any and all of the obligations of the Developer under this Agreement.

10. **Arm’s Length Transaction.** This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

11. **Third Party Beneficiaries.** Except as otherwise expressly provided in this Section, this Agreement is solely for the benefit of the District and the Developer 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 District and the Developer 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 Developer and their respective representatives, successors, and assigns.

12. **Assignment.** Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent may be withheld in such party’s sole and exclusive discretion.

13. **Applicable Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lee County, Florida.

14. **Effective Date.** This Agreement shall be effective upon execution by both the District and the Developer.

15. **Public Records.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

16. **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.

17. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other 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 the Doctrine of Sovereign Immunity or by operation of law.

18. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

{Remainder of page intentionally left blank. Signatures appear on next page.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DISTRICT:

**KINGSTON ONE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Brian Lamb, Secretary

By: _____
Nicholas Cameratta, Chair

DEVELOPER:

CAM7-SUB, LLC,
a Florida limited liability company

By: _____
Raymond Blacksmith, Manager

RESOLUTION 2026-03

A RESOLUTION OF KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE INTERLOCAL AGREEMENT BETWEEN LEE COUNTY, FLORIDA, AND THE KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR WAIVER OF BOND WITH ALTERNATE FINANCIAL ASSURANCE FOR CONSTRUCTION OF POD 3 – PHASE 1 DOS2024-00005 INFRASTRUCTURE IMPROVMENTS AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Kingston One Community Development District (“District”) is a local unit of special-purpose government which was created pursuant to Lee County Ordinance No. 23-26 (the “Ordinance”), as amended, and in conformity with Chapter 190, Florida Statutes; and

WHEREAS, as provided in the Act and Ordinance, the purpose of the District is to plan, construct, maintain, operate, finance, and improve the provision of systems, facilities, and services necessary to meet the infrastructure needs of the Kingston Community; and

WHEREAS, pursuant to the Act and Ordinance the District has authority to borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness, to levy such taxes and assessments as may be authorized, and to charge, collect, and enforce fees and other user charges; and

WHEREAS, Lee County Land Development Code, Chapter 10, Article II, Section 10-154(26), Additional Required Submittals, as implemented by Administrative Code Number AC-13-19, addresses the current construction bond requirement and provides, in part, the Lee County Board of County Commissioners may accept other forms of security; and

WHEREAS, the District wishes to provide such other form of security in accordance with the terms of the Interlocal Agreement Between Lee County, Florida, and the District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements (the "Alternate Assurance Agreement") and approve the Alternate Assurance Agreement in the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby finds it continues to be in the best interest of the District and its residents to approve the Alternate Assurance Agreement. The Board hereby ratifies actions of the District staff and officers related to preparation of the Alternate Assurance Agreement. Further, the Board hereby authorizes and directs District staff and the Chairman to take further

actions necessary to execute, finalize, and implement the provisions of the Alternate Assurances Agreement.

SECTION 2. The Board hereby authorizes the District Chairman and District staff to act as agents of the District with regard to any and all matters pertaining to finalization and implementation of the Alternate Assurance Agreement.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 17th day of December, 2025.

ATTEST:

**KINGSTON ONE COMMUNITY
DEVELOPMENT DISTRICT**

**SECRETARY/ ASSISTANT
SECRETARY**

CHAIRMAN/VICE CHAIRMAN

Exhibit A: Interlocal Agreement Between Lee County, Florida and the Kingston One Community Development District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY, FLORIDA, AND THE
KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR
WAIVER OF BOND WITH ALTERNATE FINANCIAL ASSURANCE FOR
CONSTRUCTION OF IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of September 17, 2024, is entered into by and between:

Lee County, Florida, a political subdivision of the State of Florida, whose address is 2115 Second Street, Fort Myers, Florida 33901 (the "County"); and

Kingston One Community Development District, a local unit of special-purpose government which was established pursuant to Lee County Ordinance No. 23-26 (the "Ordinance"), as amended, and in conformity with Chapter 190, Florida Statutes (the "Act"), whose address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "District").

RECITALS:

WHEREAS, CAM7-SUB, LLC, a Florida limited liability company and owner of lands within the boundaries of the District, whose address is 21101 Design Parc Lane, Suite 103, Estero, Florida 33928 (the "Developer") and/or the District will construct improvements including but not limited to roads, surface water management systems, landscaping, utilities, conservation areas and plat monumentation, to the extent authorized by the Act or Ordinance, within the District's boundary, as may be amended from time to time (the "Improvements"); and

WHEREAS, the current boundaries of the District encompass approximately 2,430 acres of land that is largely unimproved and the District anticipates plat and development order approvals will be necessary to complete Improvements within the District's boundaries by the Developer and other successor entities (the "Third Party Developers"); and

WHEREAS, the District was established pursuant to the Act and Ordinance for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including transportation and roadway improvements, drainage facilities, potable water facilities, sanitary sewer facilities, and other improvements, including the Improvements; and

WHEREAS, pursuant to the Act and Ordinance the District has authority to borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as hereinafter provided; to levy such taxes and assessments as may be authorized; and to charge, collect, and enforce fees and other user charges; and

WHEREAS, Lee County Land Development Code and Administrative Code requires the issuance of a bond, letter of credit, escrow agreement, or other form of surety approved by the Board to cover certain infrastructure improvements for the purpose of making funds available to

complete improvements in the event a private party seeking to develop land is unable to complete the necessary infrastructure; and

WHEREAS, in light of the nature and timing of the construction of the Improvements and the fact that the District is a public governmental body with the ability to issue bonds and assess lands within its boundaries, the Developer seeks an alternative mechanism to meet the Construction Bond Requirement for the Improvements from time to time which would allow the cost effective construction of the Improvements, take into account the anticipated bond funds available for completion of such Improvements, and allow acceptance by the County of plats or development orders containing the Improvements; and

WHEREAS, collecting on a construction bond to fund deficiencies in construction funding is often a time consuming process involving litigation against third party sureties, with all attendant risks and costs; and

WHEREAS, having the ability to issue bonds, and having the established process under the Act and Ordinance for the collection of non-ad valorem assessments levied by the District provides greater certainty as to the likelihood and timeliness of having funds available in order to complete construction of the Improvements subject to these alternative financial assurances, if needed; and

WHEREAS, the Developer has requested that the County accept an alternative mechanism to meet the Construction Bond Requirement for the Improvements from time to time and the County has examined the factors discussed above and has determined that the alternative mechanisms set forth in this Interlocal Agreement provide equal or greater assurance of completion of the Improvements by the District than a customary construction bond would.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

Section 1. Authority. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 125, 163, and 190, Florida Statutes, the Act, the Ordinance, and the Florida Constitution.

Section 2. Recitals. The recitals so stated are true and correct and by this reference are incorporated herein and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 3. Lee County Regulations. All applicable Lee County regulations, other than the Construction Surety Requirement, shall continue to govern the platting, development order, and construction processes for development within the District.

Section 4. District Commitment to Complete Construction. As each plat or development order is submitted to the County for approval, should the District choose to provide Alternate Assurances, the District shall provide the County a letter, in substantially the same form as that attached hereto as **Exhibit A**. Upon issuance of the Alternative Assurance letter by the District, the District shall be obligated to provide assurance for the completion of the Improvements identified within the Alternate Assurance letter if the Developer or Third Party Developer fails to construct the improvements in accordance with County regulations.

Section 5. Failure to Complete the Improvements. In the event the Improvements contemplated by the plat or development order and specified in the Alternate Assurance letter are not completed within the time period identified in the applicable Alternate Assurances letter, the applicable Improvements are not constructed in accordance with County regulations, or the Developer or Third Party Developer are no longer solvent, are bankrupt, or refuse to complete construction of the Improvements, the County may provide notice of such failure in the form attached as **Exhibit B** and demand the District complete the applicable Improvements in the Alternate Assurance letter. Response to such notice from the County must be provided by the District within forty-five (45) days of receipt of such notice. The failure to respond or to complete construction of the applicable Improvements shall be deemed a default hereunder by the District.

The District's response must provide commencement of construction of the Improvements within ninety (90) days from receipt of the Default notice, (subject only to reasonable delays due to Force Majeure). For purposes of this Interlocal Agreement, the term "Force Majeure" shall mean any fire, flood, windstorm, hurricane, epidemic, pandemic, abnormal weather condition, labor dispute, strike, insurrection or unrest, act of God, dispute between the District and contractors or subcontractors, which causes a work slowdown, delay or stoppage as a result of any of the foregoing, action by another governmental agency with jurisdiction over construction permitting resulting in a slowdown or stoppage of construction, or any other circumstance or event beyond the control of the District. Force Majeure shall only apply to alter the time for completion of construction and not excuse a failure to perform.

Section 6. Funding of Improvements. The District shall comply with the provisions of this Interlocal Agreement to fund and complete, or cause to be completed, the applicable Improvements in the event the Improvements indicated on the Alternate Assurance letter are not completed in accordance with County regulations. The District shall fund the completion of the Improvements by electing one of the following methods:

- (a) use of the proceeds of bonds or other debt instruments issued by the District;
- (b) use of a conventional lender to obtain a loan secured by assessments;
- (c) use of monies in the District's operating fund;
- (d) levying and collecting assessments on property within the District; or
- (e) use of such other lawful revenues or funding sources as may be available.

Section 7. Completion Cost. As each plat or development order is submitted to the County for approval, the project engineer shall certify the estimated Completion Cost of the Improvements contained on such plat or development order, provided such certification is required by the Lee County Land Development Code.

Section 8. Use of Other Bond Assurances. Nothing contained herein shall require the District to provide Alternate Assurances and at any time the Developer, Third Party Developer, or the District may provide another form of surety in accordance with County regulations covering any portion of the Improvements.

Section 9. Revocation. At any time prior to the occurrence of either (a) commencement of construction of the Improvements or (b) conveyance of a platted lot from either Developer or Third Party Developer to a third party, which lot is situated within the area benefitted by the subject Improvements, the District may revoke its Alternate Assurance relating to the Improvements by providing the County and Developer (or Third Party Developer) with written notice. If the District revokes its Alternate Assurance prior to either (a) or (b), then Developer or Third Party Developer must provide a replacement surety in accordance with County regulations and Developer or Third Party Developer shall not commence construction until a replacement surety in accordance with County regulations is submitted to, and accepted by, the County.

At any time after the occurrence of either (x) commencement of construction of the Improvements or (y) conveyance of a platted lot from either Developer or Third Party Developer to a third party, which lot is situated within the area benefitted by the subject Improvements, the District may not revoke its Alternate Assurance without first having a replacement surety in accordance with County regulations submitted to, and accepted by, the County

The County reserves the right to issue a stop work order if Developer or Third Party Developer constructs Improvements that are not covered by the District's Alternate Assurance or an approved surety.

Section 10. Acceptance and Release of Alternate Assurances. The County hereby accepts the Alternate Assurances as to the Improvements to satisfy the Construction Bond Requirement relating to the Improvements. Except as provided below in Section 12 for Improvements constructed in County right-of-way, the Alternate Assurances will be deemed released upon issuance of a Certificate of Compliance for the specified Improvements by the County's Division of Development Services or other entity to whom the responsibility for final inspection has been assigned.

Section 11. County Option to Complete Improvements. In the event the District, the Developer, or the Third Party Developer fails to complete the Improvements in the manner provided in this Agreement, the County may, at its sole option and discretion, step in and complete said Improvements, whereupon the County may proceed to recover its costs by appropriate action pursuant to Sections 17 and 22 below.

Section 12. Improvements within County Right-of-Ways. In the event that Improvements are located within County right-of-way, the Alternate Assurances will remain in

full force and effect for a period of twelve (12) months subsequent to the date upon which a Certificate of Compliance for those Improvements is issued. The Alternate Assurances will remain in effect to ensure that the Improvements located within the County-maintained right-of-way remain free from deficiencies and are warranted for the 12-month period against such defects resulting from substandard workmanship, construction practices, or materials. At the conclusion of the 12-month period, if no deficiencies exist, the Alternate Assurances will be released in full upon written notice from the County's Department of Transportation that the constructed Improvements remain free of construction defects, normal wear and tear excepted.

Section 13. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument. The District has been authorized to enter into and implement this Agreement by Resolution of the District's Governing Board attached hereto as **Exhibit C**, which Resolution has authorized the District's Chairman or Vice-Chairman to take all action necessary in furtherance of this Agreement on behalf of the District.

Section 14. Limitations on Governmental Liability; Insurance. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability or sovereign immunity of either the County or the District, pursuant to Chapter 768, Florida Statutes, and any amendment thereto, or other statute or law. Nothing in this Interlocal 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 operation of law. The District agrees that as to any construction contracts entered into after the effective date hereof for construction of any part of the Improvements subject to Alternate Assurances, the District shall include a provision requiring the contractor to name the County as an additional insured under the liability insurance policies carried by contractor under such construction agreement.

Section 15. Negotiation at Arm's Length. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction and with the assistance of legal counsel. Both parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against either party.

Section 16. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed with delivery confirmation tracking system, or hand delivered to the Parties, as follows:

(a) **If to District:** Kingston One Community Development District
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager

With a copy to: Coleman, Yovanovich & Koester PA
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103-3591
Attn: Gregory Urbancic, Esq.

(b) If to County: Lee County
2115 Second Street
Fort Myers, Florida 33901
Attn: County Manager

With a copy to: Lee County Attorney's Office
2115 Second Street
Fort Myers, Florida 33901
Attn: County Attorney

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered as stated on delivery confirmation unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. 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.

Section 17. Default. Each of the parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party a reasonable time (not to exceed thirty (30) days unless otherwise agreed to by the parties) from the date of its receipt of such notice within which to cure any such defaults and to thereafter notify the other parties of the actual cure of any such defaults. If the breach is not cured within said time period, the County and District shall be entitled to all remedies at law or in equity, which may include but not be limited to, damage, injunctive relief and specific performance. The parties may utilize the governmental dispute procedures set forth in Chapter 164, Florida Statutes, and any amendments thereto.

Section 18. Other Agreements. Nothing in this Interlocal Agreement shall be construed as superseding, altering or amending the conditions and terms of any other agreement between the parties hereto.

Section 19. Assignment or Transfer. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement without the prior written consent of the other party.

Section 20. Binding Effect. This Interlocal Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors.

Section 21. Filing. The County Attorney's Office is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the County and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of Lee County, Florida, in accordance with the requirements of Section 163.01(11) of the Interlocal Cooperation Act.

Section 22. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Lee County, Florida.

Section 23. Severability. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

Section 24. Entire Agreement; Amendment. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

Section 25. Effective Date. This Interlocal Agreement shall become effective upon the filing hereof in accordance with Section 21 hereof.

Section 26. Attorney's Fees. In the event of litigation to enforce the remedial provision of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs associated with any such litigation at the trial level and/or appeal.

Section 27. Termination. This Agreement shall automatically terminate following buildout of lands within the District's boundary. The County reserves the right to terminate this Interlocal Agreement upon providing the District with thirty (30) days' written notice of the County's intent to terminate.

Section 28. No Lien or Encumbrance. Nothing contained herein shall constitute a lien or encumbrance upon any portion of lands within the District.

Section 29. Abolishment of the District. In the event the District is terminated or repealed by law or otherwise ceases to exist or function, the County may unilaterally terminate this Agreement by providing notice pursuant to Section 16 above and recording notice of such termination in the Public Records of Lee County, Florida, whereupon the County may require appropriate financial assurances for all outstanding and future Improvements on the lands within the District's boundary.

[The remainder of this page is intentionally left blank]

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned set their hands as of the 16 day of October, 2024.

**KINGSTON ONE COMMUNITY
DEVELOPMENT DISTRICT**

By Gerry Pera, Chair

Witness:

Ray Blacksmith
Print Name

Attest: Renee O. Selva
Secretary/Assistant Secretary

Witness:

Justin Faircloth
Print Name

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

ATTEST:

Kevin Karnes, Clerk

By: McLennan
Chair

By: Brown
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney's Office



Kingston One Community Development District

December 1, 2025

Mr. David Harner
Lee County Administrator
2115 Second Street
Fort Myers, Florida 33901

Subject: **Kingston One Community Development District – Pod 3 – Phase 1 Record Plat
Alternative Financial Assurance**

Dear Mr. Harner:

In accordance with the Interlocal Agreement between Lee County, Florida, and the Kingston One Community Development District Providing for Waiver of Bond with Alternate Financial Assurance for Construction of Improvements, dated, September 17, 2024 (the "Interlocal Agreement") attached hereto as **Attachment A**, the Kingston One Community Development District (the "District") shall provide alternate assurances for the completion of the certain offsite infrastructure improvements, to the extent authorized by the Act and Ordinance, contemplated within the Limited Development Order. As shown on **Attachment B**, Carl Barraco Jr., Project Engineer, certifies that the cost to complete the improvements covered by the scope of this letter (the "Improvements"), which has been accepted by Lee County, is **\$17,922,084.20**. The Improvements are intended to be completed on or before **December 1, 2026**. The Improvements are contemplated in **DOS2024-00005**. A quarterly update shall be provided to the County regarding the construction progress of the Improvements and shall include the percentage of completion of such Improvements and an anticipated completion date. The District shall comply with the provisions of the Interlocal Agreement to provide for completion of the Improvements upon an event that the Improvements are not completed. If Alternate Assurances are invoked, District shall fund the completion of the Improvements pursuant to Section 6 of the Interlocal Agreement.

The Developer submitting the limited development order is **CAM7-SUB, LLC**. The Developer is electing to avail itself of the alternate financial assurances contemplated in the Interlocal Agreement and acknowledges that the District is providing assurance for the completion of all Improvements. The Developer's acknowledgment of the foregoing is attached hereto as **Attachment C**.

Sincerely,

Nicholas Cameratta, Chairman
Kingston One Community Development District

Cc: Mr. Marc Mora
Ms. Mikki Rozdolski
Ms. Becky Sweigert

**AGREEMENT REGARDING ALTERNATE
FINANCIAL ASSURANCE
(DEVELOPMENT ORDER DOS2024-00005
POD 3 – PHASE 1 IMPROVEMENTS)**

THIS AGREEMENT REGARDING ALTERNATE FINANCIAL ASSURANCE (DOS 2024-00005 POD 3-PHASE 1 IMPROVEMENTS) (this “**Agreement**”) is made and entered into as of this 17th day of December, 2025, by and between **KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) and **CAM7-SUB, LLC**, a Florida limited liability company (the “**Developer**”).

RECITALS

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

WHEREAS, the Act authorizes the District to undertake planning, financing, constructing, operating and/or maintaining certain infrastructure, including, but not limited to, water, wastewater and irrigation utilities, earthwork and clearing for storm water management and storm water management facilities and other infrastructure authorized by Chapter 190, Florida Statutes within, or outside of, the boundaries of the District; and

WHEREAS, the Developer is engaged in the development of certain real property within the boundaries of the District, known as Kingston (the “**Project**”); and

WHEREAS, the DOS2024-00005 (the “**Development Order**”) issued by Lee County (the “**County**”) requires the completion of certain Pod 3-Phase 1 improvements (the “**Improvements**”) including, but not limited to, clearing, earthwork, sewer, potable water, drainage, irrigation, and paving/road as a condition of development approval; and

WHEREAS, the District and the County have entered into that certain Interlocal Agreement Between Lee County, Florida, and The Kingston One Community Development District Providing For Waiver of Bond With Alternate Financial Assurance For Construction Of Improvements dated as of September 17, 2024 (the “**Interlocal Agreement**”) in relation to the District providing an alternate financial assurance arrangement to the County to allow for the waiver of a bond requirement in relation to work pursuant to a specific development order; and

WHEREAS, the Developer has requested that the District proceed with providing the alternate financial assurance to the County for the Corkscrew Improvements; and

WHEREAS, based upon the terms and conditions contained in this Agreement, the District is willing to issue such a letter to Lee County in the form and substance attached hereto and made a part hereof as **Exhibit “A”** (the “**Alternate Final Assurance Letter**”) pursuant to the Interlocal Agreement to provide the County with an alternate financial assurance arrangement in lieu of a bond to secure the completion of the Corkscrew Improvements; and

WHEREAS, the parties acknowledge the alternate financial assurance arrangement enables and furthers the development of the property within the District, but also benefits the Developer by relieving it of the obligation to post a bond or other financial security for such improvements; and

WHEREAS, nevertheless, the District's ability to perform its obligations under the Interlocal Agreement is dependent upon the availability of net proceeds from bonds issued by the District, subject to the limitations of Chapter 190, Florida Statutes and federal tax law, or other funding being made available to the District; and

WHEREAS, to protect the District's interests and ensure compliance with the Interlocal Agreement, the Developer agrees to certain commitments and obligations, including providing funds to the District if bond proceeds are insufficient, granting a collateral assignment of applicable development rights, allowing for the assignment of construction contracts related to the Corkscrew Improvements and assigning necessary property rights to the District; and

WHEREAS, the District and the Developer desire to set forth their respective rights and obligations in this Agreement to facilitate the timely completion of the Corkscrew Improvements in accordance with the Development Order and the Interlocal Agreement.

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Alternate Financial Assurance/Developer's Commitments and Obligations.**

a. **Alternate Financial Assurance.** The District agrees to provide an alternate financial assurance arrangement to the County, as outlined in the Interlocal Agreement and the Alternate Final Assurance Letter, to secure the completion of the Corkscrew Improvements in lieu of a bond, as required by the Development Order.

b. **Limitation on District's Performance.** The parties recognize and acknowledge that the District's obligation to perform under the Interlocal Agreement, including any requirement to fund or complete the Improvements pursuant to the Alternate Financial Assurance Letter, is expressly limited by (i) the availability of net proceeds from special assessment bonds issued by the District specifically for the Corkscrew Improvements (the "**Bond Proceeds**") and (ii) the potential expenditure of any such Bond Proceeds for the Corkscrew Improvements being qualified costs and being properly reimbursable pursuant to state and/or federal law, including, but not limited to, federal tax restrictions imposed on tax-exempt financing. The parties further recognize and acknowledge that as of the date of this Agreement, the District has not issued any bonds relating to the Corkscrew Improvements. The Developer agrees that the District shall have no liability to the Developer for any failure to perform under the Interlocal Agreement if such failure is due to insufficient Bond Proceeds or legal restrictions relating to the use of the Bond Proceeds.

c. **Funding Obligation.** If the District is called upon to perform by the County under the Interlocal Agreement (i.e. to fund or complete all or a portion of the Improvements) and there are insufficient Bond Proceeds available and eligible for such purpose, the Developer shall provide, or cause to be provided, sufficient funds to the District to cover any unfunded shortfall including all administrative, legal, warranty, engineering, permitting or other related soft costs. This obligation of the Developer specifically includes the obligation to fund any construction costs that are not qualified and not properly

reimbursable pursuant to local, state or federal law. Such funds shall be deposited into a designated District account within twenty (20) days after written notice from the District specifying the amount of the shortfall.

d. Completion of Improvements. The Developer shall diligently pursue the completion of the Improvements in accordance with the Development Order, the Interlocal Agreement, and all applicable permits, plans, and specifications approved by Lee County. The Developer shall provide the District with regular updates on the progress of the work, including monthly reports detailing construction status, approximate remaining costs and any issues that might impact completion.

e. Compliance with Laws. The Developer shall ensure that all work performed in connection with the Improvements complies with all applicable federal, state, and local laws, regulations, ordinances and permits.

f. Indemnification. The Developer shall indemnify, defend, and hold harmless the District, its officers, supervisors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to the Developer's failure to perform its obligations under this Agreement or the Improvements, except to the extent caused by the gross negligence or willful misconduct of the District.

3. Collateral Assignment of Development Rights and Construction Contracts.

a. Collateral Assignment. As security for the Developer's obligations under this Agreement, including but not limited to the funding obligation in Section 2.c., the Developer hereby grants to the District a collateral assignment of all development rights related to the Improvements, including but not limited to, permits, approvals, plans, and specifications issued or approved in connection with the Development Order (the "**Development Rights**"). This collateral assignment shall be exercisable by the District in the event the District receives notice from the County pursuant to Section 5 of the Interlocal Agreement that the Developer has failed to complete the Improvements as required by the County. Nothing herein shall be construed as an obligation on the part of the District or any designee of the District to accept any liability for all or any portion of the Development Rights unless the District, or any designee of the District, chooses to do so in its sole discretion. Nor shall this provision be construed to place any liability or obligation on the District or any designee of the District for compliance with the terms and provisions of all or any portion of the Development Rights. The Developer hereby agree to indemnify, defend and hold harmless the District from any loss, cost, damage, claim or expense arising from or respect to any matter related to the Development Rights arising before the date that the District elects to exercise its rights hereunder. The Developer, whenever and so often as requested by the District, will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary and reasonably required in order to further and more fully vest in the District all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon it by this Section.

b. Assignment of Construction Contracts. The Developer agrees that, in the event the District receives notice from the County pursuant to Section 5 of the Interlocal Agreement that the Developer has failed to complete the Improvements as required by the County, the Developer shall assign to the District any existing construction contract(s) related to the Improvements (the "**Construction Contracts**") as may be requested in writing by the District. Any such assignment shall be on terms and conditions acceptable to the District, shall include all rights of the Developer under the Construction Contracts and the District shall have the right to assume, enforce, or terminate such contracts as necessary to complete the Improvements. Nothing herein shall obligate the District to assume any or all of such Construction Contracts. The Developer agrees to execute any documents reasonably required by the District to effectuate the assignment of any

Construction Contracts including, without limitation, assignment agreements, consents, or notices to third parties (i.e. contractors, permitting authorities).

c. Property Rights. The Developer agrees that, in the event the District receives notice from the County pursuant to Section 5 of the Interlocal Agreement that the Developer has failed to complete the Improvements as required by the County, the Developer shall convey or cause to be conveyed to the District sufficient property rights necessary for the District to undertake and complete the Improvements. Such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District, sufficient for the District to own, operate, maintain, construct, and/or install the Improvements. Any other real property interests necessary for the functioning of the subject improvements and to maintain the tax-exempt status of any District bonds (it being acknowledged that all portions of the subject improvements must be located on governmentally owned property, in perpetual public easements or rights-of-way) shall be reviewed and conveyed in accordance with the provisions herein. Such dedications or conveyances shall be at no cost to the District.

4. Default.

a. Developer Default. In the event of any default by the Developer in satisfying its obligations as and when required by the terms of this Agreement, then the District shall notify the Developer in writing of such default, and the Developer shall have a period of twenty (20) days from and after notice from the District, or such shorter period as may be required to prevent a default by the District under the Interlocal Agreement, to cure such default (“**Developer Cure Period**”). If the Developer fails to cure such default within the Developer Cure Period, then the District shall have the right to exercise any and all remedies available under this Agreement or at law including, but not limited to, the following: (i) exercising the collateral assignment of Development Rights under Section 3.a; requiring the assignment of any Construction Contracts under Section 3.b.; (ii) pursuing specific performance or injunctive relief to enforce the Developer’s obligations; (iii) seeking damages or other remedies as permitted by law; and/or (iv) satisfying any obligations giving rise to the default directly and thereafter recording a lien against any or all lands then owned by the Developer within the District for the amount of any costs incurred by the District in satisfying such defaulted obligations, which lien shall be enforceable and foreclosable in the manner of construction lien pursuant to Section 713, Florida Statutes. Notwithstanding the foregoing, nothing in this section shall operate to release the Developer from its respective obligations under this Agreement.

b. District Default. In the event of any default by the District in satisfying its obligations as and when required by the terms of this Agreement, then the Developer shall notify the District in writing of such default, and the District shall have a period of twenty (20) days from and after notice from the Developer to cure such default (“**District Cure Period**”). For sake of clarity, a default by the District shall occur only if the District fails to perform its obligations under this Agreement and such failure is not due to insufficient Bond Proceeds or funding by the Developer as required by Section 2.c., legal restrictions on the use of Bond Proceeds for the subject improvements, or the Developer’s failure to perform its obligations. If the District fails to timely cure the default during the District Cure Period, the Developer shall be entitled to all remedies available at law or in equity.

5. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, 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. Notwithstanding anything to the contrary herein, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards with respect to the enforcement of this Agreement.

6. **Amendments.** Amendments to this Agreement may be made only by an instrument in writing that is executed by both the District and the Developer.

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

8. **Notices.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be either (i) delivered personally to the other parties; (ii) sent by commercial courier, delivery service or U.S. mail; or (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Legal counsel may deliver notice on behalf of the party represented. Initial addresses for the parties include:

If to District: Kingston One Community Development District
c/o Inframark, LLC
2005 Pan Am Circle, Suite 300
Tampa, FL 33607
Attn: District Manager
Brian.Lamb@Inframark.com

With a copy to: Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103
Attn: Gregory L. Urbancic, Esq.
gurbancic@cyklawfirm.com

If to Developer: CAM7-SUB, LLC
21101 Design Parc Ln. #103
Estero, FL 33928
Attn: Raymond Blacksmith
and Dominic Cameratta
rblacksmith@camprop.com and
dcameratta@camerattacompanies.com

With a copy to: Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901
Attn: Charles Mann, Esq.
CharlesMann@paveselaw.com

The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

9. **Joint and Several Liability.** If there is more than one person or entity that is the “Developer” under this Agreement, then each person or entity shall be jointly and severally liable for any and all of the obligations of the Developer under this Agreement.

10. **Arm’s Length Transaction.** This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

11. **Third Party Beneficiaries.** Except as otherwise expressly provided in this Section, this Agreement is solely for the benefit of the District and the Developer 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 District and the Developer 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 Developer and their respective representatives, successors, and assigns.

12. **Assignment.** Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent may be withheld in such party’s sole and exclusive discretion.

13. **Applicable Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lee County, Florida.

14. **Effective Date.** This Agreement shall be effective upon execution by both the District and the Developer.

15. **Public Records.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

16. **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.

17. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other 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 the Doctrine of Sovereign Immunity or by operation of law.

18. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

{Remainder of page intentionally left blank. Signatures appear on next page.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DISTRICT:

**KINGSTON ONE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Brian Lamb, Secretary

By: _____
Nicholas Cameratta, Chair

DEVELOPER:

CAM7-SUB, LLC,
a Florida limited liability company

By: _____
Raymond Blacksmith, Manager

Bill To:

Kingston One CDD
Bryan Radcliff
2005 Pan Am Circle Suite 300
Tampa, Florida 33607

Shipping To:

Kingston One CDD
Bryan Radcliff
2005 Pan Am Circle Suite 300
Tampa, Florida 33607

Product	Start Date	End Date	QTY	Unit	Unit Price	Discount	Subtotal
Year 1 Products & Services							
SchoolNow CMS	2025-11-14	2026-11-13	1	Number of Schools	\$60.00	\$0.00	\$60.00
SchoolNow ADA	2025-11-14	2026-11-13	1	Number of Schools	\$938.00	\$0.00	\$938.00
SchoolNow Service Fee	2025-11-14	2026-11-13	1	Number of Schools	\$615.00	\$0.00	\$615.00
							\$1,613.00
Professional Services and Set-Up							
SchoolNow Implementation			1	Number of Schools	\$1,512.00	\$0.00	\$1,512.00
							\$1,512.00

Subtotal **\$3,125.00**

Contract Total Value \$3,125.00

Term Summary	
Total Years	Autorenew Term
1.00	12
Successive years are subject to 5% annual uplift, which shall be reflected on renewal quote	

Payment Schedule	
Year	Invoice Due Date
Year 1	Within 30 Days of Invoice
Successive years are subject to 5% annual uplift, which shall be reflected on renewal quote	

Additional Notes:

The initial term of this Agreement (the "Initial Term") shall be the number of years listed in the above table and, if Auto-Renewal Term is indicated in the above table, the Agreement shall automatically renew for successive terms for the number of months indicated in the table (each a "Successive Term" and together with the Initial Term, the "Term") unless either Party provides written notice at least 60 days prior to the end of such Initial or Successive Term or this Agreement is terminated sooner pursuant to Termination section of the Master Services Agreement that governs this Order Form.

Additional Payment Terms

For SchoolStatus Attend, there is an additional \$2,500 SIS change fee if Customer changes SIS during the Subscription/ Order Term. The fee will be due upon SchoolStatus commencing with the implementation of the new SIS.

This Order Form and the pricing contained herein are valid for 60 days from the quote created date above. All payments are to be remitted to SchoolStatus, LLC at P.O. Box 771470 St. Louis, MO 63177-9816.

By signing below, you agree to our [Master Services Agreement](#), the [Data Processing Addendum](#), the [Terms and Conditions](#) below your signature, and (d) the terms of this Order Form ("Agreement"), which together constitute the entirety of our Agreement with your organization, unless (i) Customer has a currently-effective, existing MSA and/or DPA executed by SchoolStatus, in which case such existing MSA will govern rather than (a) and/or such existing DPA will govern rather than (b); or (ii) otherwise set forth herein.

Authorized Representative: Bryan Radcliff**Signature:****Title:** _____**Date:** _____

Arbitrage Rebate Counselors, LLC

Arbitrage Rebate Compliance for Issuers of Tax-Exempt Bonds

November 12, 2025

Kingston One Community Development District
c/o Jayna Cooper, District Manager
Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Re: Proposal – Annual Arbitrage Calculations – Kingston One CDD – \$84,000,000 Special Assessment Bonds, Series 2025 (Assessment Area One) (collectively, the “2025 Series”)

Dear Kingston One Community Development District:

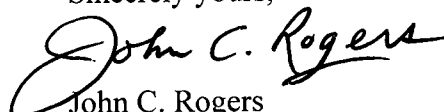
Arbitrage Rebate Counselors hereby contracts with Kingston One Community Development District to provide annual arbitrage calculations for the above-referenced 2025 Series.

The annual arbitrage calculations for the 2025 Series will cover the one-year period July 18, 2025 to July 18, 2026, and each successive one-year period thereafter ending on July 18th.

Services to be provided include: (1) obtaining all relevant records, (2) compiling a computerized record of all project investments, interest earnings and disbursements, (3) calculating bond yield, (4) computing arbitrage liability, (5) performing “spending exceptions” analysis, (6) preparing arbitrage opinion letter, and (7) assisting with arrangements for paying any arbitrage due.

Our fee to prepare each annual arbitrage calculation for the 2025 Series is \$400.00. Kingston One CDD may terminate this contract at any time at its discretion.

Sincerely yours,


John C. Rogers
President

Acknowledged and accepted:

Signed: _____
Name: _____
Title: _____
Date: _____

32 Whitmarsh Road, Ardmore, PA 19003 Tel. 610-764-7998 Email: jcrogers279@gmail.com

**MINUTES OF REGULAR MEETING
KINGSTON ONE
COMMUNITY DEVELOPMENT DISTRICT**

The Public Hearing and regular meeting of the Board of Supervisors of Kingston One Community Development District was held on Wednesday, August 20, 2025 at 2:00 p.m. at the Offices of Cameratta Companies located at 21101 Design Parc Lane, Suite 103 Estero, Florida 33928.

Present and constituting a quorum were:

Nicholas Cameratta	Chairperson
Anthony Cameratta	Vice Chairperson
Cheryl A. Smith	Assistant Secretary
Laura Youmans	Assistant Secretary

Also present were:

Bryan Radcliff	District Manager
Gregory L. Urbancic	District Counsel <i>(via phone)</i>
Frank Savage	District Engineer <i>(via phone)</i>

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Lamb called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next order of business followed.

THIRD ORDER OF BUSINESS

**Public Hearing on Adopting FY2026
Proposed Operations Budget**

A. Open Public Hearing on Adopting FY2026 Proposed Operations Budget

1. Kingston One Approved FY2026 Proposed Operating Budget

On MOTION by Mr. A. Cameratta seconded by Ms. Smith, with all in favor, Public Hearing on Adopting FY2026 Proposed Operations Budget, was opened. 4-0

B. Staff Presentations

Mr. Lamb presented the Fiscal Year 2026 Proposed Operating Budget to the Board.

C. Public Comment

There being no members of the public present, the next order of business followed.

D. Consideration of Resolution 2025-09; Adopting the FY2026 Budget

On MOTION by Mr. A. Cameratta seconded by Mr. N. Cameratta, with all in favor, Resolution 2025-09; Adopting the Fiscal Year 2026 Budget, in substantial form pending inclusion of a developer funding agreement, was adopted. 4-0

E. Close Public Hearing on Adopting FY2026 Proposed Budget

On MOTION by Mr. A. Cameratta seconded by Mr. N. Cameratta, with all in favor, Public Hearing on Adopting FY2026 Proposed Budget, was closed. 4-0

FOURTH ORDER OF BUSINESS**Business Items****A. Consideration of Resolution 2025-11; Approving the Interlocal Agreement Between Lee County & the Kingston One CDD**

- 1. Pavement and Intersections Alternative Financial Assurance**
- 2. Agreement Regarding Alternate Financial Assurance**

Mr. Lamb presented the resolution to the Board. Mr. Urbancic reviewed the Pavement and Intersections Alternative Financing Assurance and subsequent agreement.

On MOTION by Mr. N. Cameratta seconded by Mr. A. Cameratta, with all in favor, Resolution 2025-11; Approving the Interlocal Agreement Between Lee County & the Kingston One CDD, was adopted. 4-0

B. Consideration of Resolution 2025-10; Setting the FY2026 Meeting Schedule

The following is the FY 2026 CDD meeting Schedule:

- | | |
|---------------------|------------|
| • October 15, 2025 | 2:00 p.m.* |
| • November 19, 2025 | 2:00 p.m. |
| • December 17, 2025 | 2:00 p.m.* |
| • January 21, 2026 | 2:00 p.m. |
| • February 18, 2026 | 2:00 p.m. |
| • March 18, 2026 | 2:00 p.m. |
| • April 15, 2026 | 2:00 p.m.* |
| • May 20, 2026 | 2:00 p.m. |
| • June 17, 2026 | 2:00 p.m. |
| • July 15, 2026 | 2:00 p.m. |

- August 19, 2026 2:00 p.m.
- September 16, 2026 2:00 p.m.

**Meeting date is subject to change due to the holiday.*

All meetings will convene at 2:00 PM EDT at the Offices of Cameratta Companies 21101 Design Parc Lane Suite #103 Estero, FL 33928.

On MOTION by Mr. A. Cameratta seconded by Mr. N. Cameratta, with all in favor, Resolution 2025-10; Setting the Fiscal Year 2026 Meeting Schedule, as detailed above, were adopted. 4-0

C. FY2026 Goals & Objectives

On MOTION by Mr. N. Cameratta seconded by Mr. R. Cameratta, with all in favor, Fiscal Year 2026 Goals & Objectives, were approved. 4-0

D. Consideration of Resolution 2025-12; Re-Designating the Officers

On MOTION by Mr. N. Cameratta seconded by Mr. A. Cameratta, with all in favor, Resolution 2025-12; Re-Designating the Officers, was adopted. 4-0

FIFTH ORDER OF BUSINESS

Consent Agenda

- A. Approval of Meeting Minutes (*July 16, 2025 Regular Meeting Minutes*)**
- B. Acceptance of Financials (*July 2025*)**
- C. Acceptance of the Check Registers (*July 2025*)**
- D. Consideration of Operations and Maintenance Invoices (*July 2025*)**

On MOTION by Mr. N. Cameratta seconded by Ms. Smith, with all in favor, the Consent Agenda, was approved. 4-0

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Urbancic reminded the Board of the ethics training requirement due by the end of the year.

B. District Engineer

Mr. Savage updated the Board on current requisitions and the fact that an inspection outlined in the Goals & Objectives won't be necessary at this time for this District due to the lack of infrastructure currently.

C. District Manager

There being no additional reports, the next order of business followed.

SEVENTH ORDER OF BUSINESS

**Other Business, Updates and Supervisor
Comments**

There being none, the next order of business followed.

EIGHTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. N. Cameratta seconded by Mr. A. Cameratta, with all in favor, meeting adjourned at 2:17 pm. 4-0

Brian Lamb
District Manager

Nicholas Cameratta
Chairperson

Kingston One Community Development District

Financial Statements
(Unaudited)

Period Ending
August 31, 2025

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of August 31, 2025

(In Whole Numbers)

				SERIES 2025	GENERAL	
				CAPITAL	LONG-TERM	
	GENERAL	SERIES 2025		PROJECTS	DEBT	
ACCOUNT DESCRIPTION	FUND	DEBT SERVICE	FUND	FUND	ACCOUNT	TOTAL
ASSETS						
Cash In Bank	\$ 52,575	\$ -	\$ -	\$ -	\$ -	\$ 52,575
Investments:						
Acquisition & Construction Account	-	-	50,951,422	-	-	50,951,422
Cost of Issuance Fund	-	-	38,500	-	-	38,500
Interest Account	-	8,675,088	-	-	-	8,675,088
Reserve Fund	-	5,979,705	-	-	-	5,979,705
Amount Avail In Debt Services	-	-	-	84,000,000	-	84,000,000
TOTAL ASSETS	\$ 52,575	\$ 14,654,793	\$ 50,989,922	\$ 84,000,000	\$ -	\$ 149,697,290
LIABILITIES						
Accounts Payable	\$ 19	\$ -	\$ -	\$ -	\$ -	\$ 19
Bonds Payable - Series 2025	-	-	-	84,000,000	-	84,000,000
TOTAL LIABILITIES	19	-	-	84,000,000	-	84,000,019
FUND BALANCES						
Restricted for:						
Debt Service	-	14,654,793	-	-	-	14,654,793
Capital Projects	-	-	50,989,922	-	-	50,989,922
Unassigned:	52,556	-	-	-	-	52,556
TOTAL FUND BALANCES	52,556	14,654,793	50,989,922	-	-	65,697,271
TOTAL LIABILITIES & FUND BALANCES	\$ 52,575	\$ 14,654,793	\$ 50,989,922	\$ 84,000,000	\$ -	\$ 149,697,290

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Special Assmnts- Tax Collector	284,550	-	(284,550)	0.00%
Developer Contribution	-	133,000	133,000	0.00%
TOTAL REVENUES	284,550	133,000	(151,550)	46.74%
EXPENDITURES				
<u>Administration</u>				
ProfServ-Trustee Fees	12,000	-	12,000	0.00%
Assessment Roll	5,000	-	5,000	0.00%
Disclosure Report	10,000	-	10,000	0.00%
District Counsel	20,000	18,761	1,239	93.81%
District Engineer	30,000	31,489	(1,489)	104.96%
District Manager	25,000	22,651	2,349	90.60%
Accounting Services	17,500	8,000	9,500	45.71%
Auditing Services	5,200	-	5,200	0.00%
Website Compliance	1,800	1,500	300	83.33%
Postage, Phone, Faxes, Copies	150	75	75	50.00%
Public Officials Insurance	2,475	-	2,475	0.00%
Legal Advertising	1,500	(127)	1,627	-8.47%
Misc-Special Projects	2,500	-	2,500	0.00%
Bank Fees	200	531	(331)	265.50%
Financial & Revenue Collections	3,500	-	3,500	0.00%
Website Administration	1,500	1,000	500	66.67%
Miscellaneous Expenses	250	-	250	0.00%
Office Supplies	380	-	380	0.00%
Dues, Licenses, Subscriptions	175	-	175	0.00%
Total Administration	139,130	83,880	55,250	60.29%
<u>Other Physical Environment</u>				
Insurance - General Liability	25,000	-	25,000	0.00%
Insurance -Property & Casualty	60,000	5,000	55,000	8.33%
Miscellaneous Services	15,000	6,885	8,115	45.90%
Total Other Physical Environment	100,000	11,885	88,115	11.89%
<u>Contingency</u>				
Misc-Contingency	45,420	-	45,420	0.00%
Total Contingency	45,420	-	45,420	0.00%
TOTAL EXPENDITURES	284,550	95,765	188,785	33.65%
Excess (deficiency) of revenues				
Over (under) expenditures	-	37,235	37,235	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		15,321		
FUND BALANCE, ENDING		\$ 52,556		

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025
Series 2025 Debt Service Fund (200)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 20,059	\$ 20,059	0.00%
TOTAL REVENUES	-	20,059	20,059	0.00%
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	20,059	20,059	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Bond Proceeds	-	14,634,734	14,634,734	0.00%
TOTAL FINANCING SOURCES (USES)	-	14,634,734	14,634,734	0.00%
Net change in fund balance	\$ -	\$ 14,654,793	\$ 14,654,793	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		-		
FUND BALANCE, ENDING		\$ 14,654,793		

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025
Series 2025 Capital Projects Fund (300)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 101,096	\$ 101,096	0.00%
TOTAL REVENUES	-	101,096	101,096	0.00%
<u>EXPENDITURES</u>				
<u>Administration</u>				
ProfServ-Trustee Fees	-	13,450	(13,450)	0.00%
Bond Counsel	-	65,000	(65,000)	0.00%
Disclosure Report	-	3,500	(3,500)	0.00%
District Counsel	-	56,553	(56,553)	0.00%
Postage, Phone, Faxes, Copies	-	1,750	(1,750)	0.00%
Underwriting Counsel	-	55,000	(55,000)	0.00%
Total Administration	-	195,253	(195,253)	0.00%
<u>Construction In Progress</u>				
Construction in Progress	-	16,216,514	(16,216,514)	0.00%
Total Construction In Progress	-	16,216,514	(16,216,514)	0.00%
TOTAL EXPENDITURES	-	16,411,767	(16,411,767)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	(16,310,671)	(16,310,671)	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Bond Proceeds	-	67,300,593	67,300,593	0.00%
TOTAL FINANCING SOURCES (USES)	-	67,300,593	67,300,593	0.00%
Net change in fund balance	\$ -	\$ 50,989,922	\$ 50,989,922	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		-		
FUND BALANCE, ENDING		\$ 50,989,922		

Bank Account Statement

Kingston One CDD

Bank Account No. 9288

Statement No. 08-25

Statement Date 08/31/2025

G/L Account No. 101002 Balance	52,575.26	Statement Balance	71,646.62
		Outstanding Deposits	0.00
Positive Adjustments	0.00	Subtotal	71,646.62
Subtotal	52,575.26	Outstanding Checks	-19,071.36
Negative Adjustments	0.00	Ending Balance	52,575.26
Ending G/L Balance	52,575.26		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
08/27/2025	Payment	BD00004	Developer Contribution	Deposit No. BD00004 - CAM7-SUB, LLC Developme	70,000.00	70,000.00	0.00
08/29/2025		JE000012	Interest - Investments	Tnterest Income	0.04	0.04	0.00
Total Deposits					70,000.04	70,000.04	0.00
Checks							
							0.00
08/06/2025	Payment	1046	BARRACO & ASSOCIATES INC	Check for Vendor V00008	-3,327.25	-3,327.25	0.00
08/26/2025		JE000011	Bank Fees	FY'25 Truist Bank Fees -	-531.23	-531.23	0.00
Total Checks					-3,858.48	-3,858.48	0.00
Adjustments							
Total Adjustments							
Outstanding Checks							
08/28/2025	Payment	1047	BARRACO & ASSOCIATES INC	Check for Vendor V00008			-11,660.00
08/28/2025	Payment	1048	COLEMAN, YOVANOVICH & KOESTER, P.A.	Check for Vendor V00006			-3,673.75
08/28/2025	Payment	1049	GANNETT FLORIDA LOCALIQ	Check for Vendor V00004			-529.28
08/28/2025	Payment	1050	INFRAMARK LLC	Check for Vendor V00005			-3,208.33
Total Outstanding Checks							-19,071.36
Outstanding Deposits							
Total Outstanding Deposits							

Kingston One Community Development District

Financial Statements
(Unaudited)

Period Ending
September 30, 2025

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of September 30, 2025

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2025 DEBT SERVICE FUND	SERIES 2025 CAPITAL PROJECTS FUND	GENERAL LONG-TERM DEBT ACCOUNT GROUP FUND	TOTAL
<u>ASSETS</u>					
Cash In Bank	\$ 44,829	\$ -	\$ -	\$ -	\$ 44,829
Investments:					
Acquisition & Construction Account	-	-	48,318,249	-	48,318,249
Cost of Issuance Fund	-	-	190	-	190
Interest Account	-	8,703,913	-	-	8,703,913
Reserve Fund	-	5,972,631	-	-	5,972,631
Prepaid Items	5,300	-	-	-	5,300
Amount Avail In Debt Services	-	-	-	84,000,000	84,000,000
TOTAL ASSETS	\$ 50,129	\$ 14,676,544	\$ 48,318,439	\$ 84,000,000	\$ 147,045,112
<u>LIABILITIES</u>					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Bonds Payable - Series 2025	-	-	-	84,000,000	84,000,000
TOTAL LIABILITIES	-	-	-	84,000,000	84,000,000
<u>FUND BALANCES</u>					
Nonspendable:					
Prepaid Items	5,300	-	-	-	5,300
Restricted for:					
Debt Service	-	14,676,544	-	-	14,676,544
Capital Projects	-	-	48,318,439	-	48,318,439
Unassigned:	44,829	-	-	-	44,829
TOTAL FUND BALANCES	50,129	14,676,544	48,318,439	-	63,045,112
TOTAL LIABILITIES & FUND BALANCES	\$ 50,129	\$ 14,676,544	\$ 48,318,439	\$ 84,000,000	\$ 147,045,112

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2025
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 95	\$ 95	0.00%
Special Assmnts- Tax Collector	284,550	-	(284,550)	0.00%
Developer Contribution	-	133,000	133,000	0.00%
TOTAL REVENUES	284,550	133,095	(151,455)	46.77%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Trustees Fees	12,000	-	12,000	0.00%
Assessment Roll	5,000	-	5,000	0.00%
Disclosure Report	10,000	-	10,000	0.00%
District Counsel	20,000	21,137	(1,137)	105.69%
District Engineer	30,000	29,686	314	98.95%
District Management	25,000	22,651	2,349	90.60%
Accounting Services	17,500	8,000	9,500	45.71%
Auditing Services	5,200	-	5,200	0.00%
Website ADA Compliance	1,800	1,500	300	83.33%
Postage, Phone, Faxes, Copies	150	75	75	50.00%
Public Officials Insurance	2,475	-	2,475	0.00%
Legal Advertising	1,500	(127)	1,627	-8.47%
Special Projects	2,500	-	2,500	0.00%
Bank Fees	200	677	(477)	338.50%
Financial/Revenue Collections	3,500	-	3,500	0.00%
Website Admin Services	1,500	1,000	500	66.67%
MISC	250	-	250	0.00%
Onsite Office Supplies	380	-	380	0.00%
Dues, Licenses & Fees	175	-	175	0.00%
Total Administration	139,130	84,599	54,531	60.81%
<u>Other Physical Environment</u>				
General Liability	25,000	-	25,000	0.00%
Property & Casualty Insurance	60,000	5,000	55,000	8.33%
MISC Maintenance	15,000	8,688	6,312	57.92%
Total Other Physical Environment	100,000	13,688	86,312	13.69%
<u>Contingency</u>				
MISC Contingency	45,420	-	45,420	0.00%
Total Contingency	45,420	-	45,420	0.00%
TOTAL EXPENDITURES	284,550	98,287	186,263	34.54%
Excess (deficiency) of revenues				
Over (under) expenditures	-	34,808	34,808	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		15,321		
FUND BALANCE, ENDING		\$ 50,129		

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2025
Series 2025 Debt Service Fund (200)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ -	\$ 68,843	\$ 68,843	0.00%
TOTAL REVENUES	-	68,843	68,843	0.00%
EXPENDITURES				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	68,843	68,843	0.00%
OTHER FINANCING SOURCES (USES)				
Bond Proceeds	-	14,634,734	14,634,734	0.00%
Operating Transfers-Out	-	(27,033)	(27,033)	0.00%
TOTAL FINANCING SOURCES (USES)	-	14,607,701	14,607,701	0.00%
Net change in fund balance	\$ -	\$ 14,676,544	\$ 14,676,544	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		-		
FUND BALANCE, ENDING		\$ 14,676,544		

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2025
Series 2025 Capital Projects Fund (300)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 278,337	\$ 278,337	0.00%
TOTAL REVENUES	-	278,337	278,337	0.00%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Trustees Fees	-	13,450	(13,450)	0.00%
Bond Counsel	-	65,000	(65,000)	0.00%
ProfServ-Assessment Methodology	-	38,500	(38,500)	0.00%
Disclosure Report	-	3,500	(3,500)	0.00%
District Counsel	-	56,553	(56,553)	0.00%
Postage, Phone, Faxes, Copies	-	1,750	(1,750)	0.00%
Underwriting Counsel	-	55,000	(55,000)	0.00%
Total Administration	-	233,753	(233,753)	0.00%
<u>Construction In Progress</u>				
Construction in Progress	-	19,053,771	(19,053,771)	0.00%
Total Construction In Progress	-	19,053,771	(19,053,771)	0.00%
TOTAL EXPENDITURES	-	19,287,524	(19,287,524)	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(19,009,187)	(19,009,187)	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	27,033	27,033	0.00%
Bond Proceeds	-	67,300,593	67,300,593	0.00%
TOTAL FINANCING SOURCES (USES)	-	67,327,626	67,327,626	0.00%
Net change in fund balance	\$ -	\$ 48,318,439	\$ 48,318,439	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		-		
FUND BALANCE, ENDING		\$ 48,318,439		

Bank Account Statement

Kingston One CDD

Bank Account No. 9288

Statement No. 09-25

Statement Date

09/30/2025

G/L Account No. 101002 Balance	44,828.95	Statement Balance	48,037.28
		Outstanding Deposits	0.00
Positive Adjustments	0.00	Subtotal	48,037.28
Subtotal	44,828.95	Outstanding Checks	-3,208.33
Negative Adjustments	0.00	Ending Balance	44,828.95
Ending G/L Balance	44,828.95		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
09/30/2025		JE000032	Interest - Investments	Interest Income	94.02	94.02	0.00
Total Deposits					94.02	94.02	0.00
Checks							
							0.00
08/28/2025	Payment	1047	BARRACO & ASSOCIATES INC	Check for Vendor V00008	-11,660.00	-11,660.00	0.00
08/28/2025	Payment	1048	COLEMAN, YOVANOVICH & KOESTER, P.A.	Check for Vendor V00006	-3,673.75	-3,673.75	0.00
08/28/2025	Payment	1049	GANNETT FLORIDA LOCALIQ	Check for Vendor V00004	-529.28	-529.28	0.00
09/10/2025	Payment	1051	INFRAMARK LLC	Check for Vendor V00005	-18.62	-18.62	0.00
09/17/2025	Payment	1052	COLEMAN, YOVANOVICH & KOESTER, P.A.	Check for Vendor V00006	-2,376.25	-2,376.25	0.00
09/22/2025	Payment	1053	EGIS INSURANCE ADVISORS	Check for Vendor V00007	-5,300.00	-5,300.00	0.00
09/22/2025		JE000031	Bank Fees	Bank Fees	-145.46	-145.46	0.00
Total Checks					-23,703.36	-23,703.36	0.00
Adjustments							
Total Adjustments							
Outstanding Checks							
08/28/2025	Payment	1050	INFRAMARK LLC	Check for Vendor V00005			-3,208.33
Total Outstanding Checks							-3,208.33
Outstanding Deposits							
Total Outstanding Deposits							

Kingston One Community Development District

Financial Statements
(Unaudited)

Period Ending
October 31, 2025

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of October 31, 2025

(In Whole Numbers)

				GENERAL		
				LONG-TERM		
		SERIES 2025	CAPITAL	DEBT		
	GENERAL	DEBT SERVICE	PROJECTS	ACCOUNT		
ACCOUNT DESCRIPTION	FUND	FUND	FUND	GROUP FUND	TOTAL	
<u>ASSETS</u>						
Cash In Bank	\$ 43,596	\$ -	\$ -	\$ -	\$ 43,596	
Investments:						
Acquisition & Construction Account	-	-	46,199,899	-	46,199,899	
Cost of Issuance Fund	-	-	195	-	195	
Interest Account	-	8,731,420	-	-	8,731,420	
Reserve Fund	-	5,991,433	-	-	5,991,433	
Amount Avail In Debt Services	-	-	-	84,000,000	84,000,000	
TOTAL ASSETS	\$ 43,596	\$ 14,722,853	\$ 46,200,094	\$ 84,000,000	\$ 144,966,543	
<u>LIABILITIES</u>						
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -	
Bonds Payable - Series 2025	-	-	-	84,000,000	84,000,000	
TOTAL LIABILITIES	-	-	-	84,000,000	84,000,000	
<u>FUND BALANCES</u>						
Restricted for:						
Debt Service	-	14,722,853	-	-	14,722,853	
Capital Projects	-	-	46,200,094	-	46,200,094	
Unassigned:	43,596	-	-	-	43,596	
TOTAL FUND BALANCES	43,596	14,722,853	46,200,094	-	60,966,543	
TOTAL LIABILITIES & FUND BALANCES	\$ 43,596	\$ 14,722,853	\$ 46,200,094	\$ 84,000,000	\$ 144,966,543	

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2025
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 79	\$ 79	0.00%
Special Assmnts- Tax Collector	683,945	-	(683,945)	0.00%
Special Assmnts- Discounts	(399,395)	-	399,395	0.00%
TOTAL REVENUES	284,550	79	(284,471)	0.03%

EXPENDITURES

Administration

Trustees Fees	12,000	-	12,000	0.00%
Assessment Roll	5,000	-	5,000	0.00%
Disclosure Report	10,000	-	10,000	0.00%
District Counsel	20,000	-	20,000	0.00%
District Engineer	30,000	-	30,000	0.00%
District Management	25,000	-	25,000	0.00%
Accounting Services	17,500	-	17,500	0.00%
Auditing Services	5,200	-	5,200	0.00%
Website ADA Compliance	1,800	-	1,800	0.00%
Postage, Phone, Faxes, Copies	150	3	147	2.00%
General Liability	25,000	5,300	19,700	21.20%
Public Officials Insurance	2,475	-	2,475	0.00%
Property & Casualty Insurance	60,000	-	60,000	0.00%
Legal Advertising	1,500	334	1,166	22.27%
Special Projects	2,500	-	2,500	0.00%
Bank Fees	200	168	32	84.00%
Financial/Revenue Collections	3,500	-	3,500	0.00%
Website Admin Services	1,500	-	1,500	0.00%
MISC	250	-	250	0.00%
Onsite Office Supplies	380	-	380	0.00%
Dues, Licenses & Fees	175	175	-	100.00%
Total Administration	224,130	5,980	218,150	2.67%

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2025
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Other Physical Environment</u>				
MISC Maintenance	15,000	-	15,000	0.00%
MISC Contingency	45,420	-	45,420	0.00%
Total Other Physical Environment	60,420	-	60,420	0.00%
TOTAL EXPENDITURES	284,550	5,980	278,570	2.10%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(5,901)	(5,901)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		49,497		
FUND BALANCE, ENDING		\$ 43,596		

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2025
Series 2025 Debt Service Fund (200)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 46,309	\$ 46,309	0.00%
Special Assmnts- Tax Collector	747,564	-	(747,564)	0.00%
Special Assmnts- Discounts	(463,014)	-	463,014	0.00%
TOTAL REVENUES	284,550	46,309	(238,241)	16.27%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Interest Expense	3,812,403	-	3,812,403	0.00%
Total Debt Service	3,812,403	-	3,812,403	0.00%
TOTAL EXPENDITURES	3,812,403	-	3,812,403	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	(3,527,853)	46,309	3,574,162	-1.31%
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(3,527,853)	-	3,527,853	0.00%
TOTAL FINANCING SOURCES (USES)	(3,527,853)	-	3,527,853	0.00%
Net change in fund balance	\$ (3,527,853)	\$ 46,309	\$ 10,629,868	-1.31%
FUND BALANCE, BEGINNING (OCT 1, 2025)		14,676,544		
FUND BALANCE, ENDING		\$ 14,722,853		

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2025
Series 2025 Capital Projects Fund (300)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 154,487	\$ 154,487	0.00%
TOTAL REVENUES	-	154,487	154,487	0.00%
<u>EXPENDITURES</u>				
<u>Construction In Progress</u>				
Construction in Progress	-	2,272,832	(2,272,832)	0.00%
Total Construction In Progress	-	2,272,832	(2,272,832)	0.00%
TOTAL EXPENDITURES	-	2,272,832	(2,272,832)	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(2,118,345)	(2,118,345)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		48,318,439		
FUND BALANCE, ENDING		\$ 46,200,094		

Bank Account Statement

Kingston One CDD

Bank Account No. 9288

Statement No. 10-25

Statement Date

10/31/2025

G/L Account No. 101002 Balance	43,596.08	Statement Balance	44,494.96
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
Subtotal	43,596.08	Subtotal	44,494.96
Negative Adjustments	0.00	Outstanding Checks	-898.88
Ending G/L Balance	43,596.08	Ending Balance	43,596.08

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
10/31/2025		JE000042	Interest - Investments	Interest Income	78.60	78.60	0.00
Total Deposits					78.60	78.60	0.00
Checks							
							0.00
08/28/2025	Payment	1050	INFRAMARK LLC	Check for Vendor V00005	-3,208.33	-3,208.33	0.00
10/09/2025	Payment	1054	GANNETT FLORIDA LOCALIQ	Check for Vendor V00004	-241.98	-241.98	0.00
10/30/2025	Payment	1058	INFRAMARK LLC	Check for Vendor V00005	-2.83	-2.83	0.00
10/21/2025		JE000043	Bank Fees	Bank Fees	-167.78	-167.78	0.00
Total Checks					-3,620.92	-3,620.92	0.00
Adjustments							
Total Adjustments							
Outstanding Checks							
10/24/2025	Payment	1055	FLORIDA COMMERCE	Payment of Invoice 000118			-175.00
10/30/2025	Payment	1056	BUSINESS OBSERVER, INC	Check for Vendor V00011			-91.88
10/30/2025	Payment	1057	COLEMAN, YOVANOVICH & KOESTER, P.A.	Check for Vendor V00006			-632.00
Total Outstanding Checks							-898.88
Outstanding Deposits							
Total Outstanding Deposits							

Kingston One Community Development District

Financial Statements
(Unaudited)

Period Ending
November 30, 2025

Prepared by:



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KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of November 30, 2025

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL					TOTAL
	GENERAL FUND	SERIES 2025 DEBT SERVICE FUND	SERIES 2025 CAPITAL PROJECTS FUND	GENERAL LONG-TERM DEBT ACCOUNT GROUP FUND		
ASSETS						
Cash In Bank	\$ 43,296	\$ -	\$ -	\$ -	\$ -	43,296
Investments:						
Acquisition & Construction Account	-	-	44,710,475	-	-	44,710,475
Cost of Issuance Fund	-	-	196	-	-	196
Interest Account	-	7,371,622	-	-	-	7,371,622
Reserve Fund	-	6,010,036	-	-	-	6,010,036
Amount Avail In Debt Services	-	-	-	84,000,000	-	84,000,000
TOTAL ASSETS	\$ 43,296	\$ 13,381,658	\$ 44,710,671	\$ 84,000,000	\$ -	\$ 142,135,625
LIABILITIES						
Accounts Payable	\$ 2	\$ -	\$ -	\$ -	\$ -	2
Bonds Payable - Series 2025	-	-	-	84,000,000	-	84,000,000
TOTAL LIABILITIES	2	-	-	84,000,000	-	84,000,002
FUND BALANCES						
Restricted for:						
Debt Service	-	13,381,658	-	-	-	13,381,658
Capital Projects	-	-	44,710,671	-	-	44,710,671
Unassigned:	43,294	-	-	-	-	43,294
TOTAL FUND BALANCES	43,294	13,381,658	44,710,671	-	-	58,135,623
TOTAL LIABILITIES & FUND BALANCES	\$ 43,296	\$ 13,381,658	\$ 44,710,671	\$ 84,000,000	\$ -	\$ 142,135,625

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending November 30, 2025
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 143	\$ 143	0.00%
Special Assmnts- Tax Collector	683,945	-	(683,945)	0.00%
Special Assmnts- Discounts	(399,395)	-	399,395	0.00%
TOTAL REVENUES	284,550	143	(284,407)	0.05%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Trustees Fees	12,000	-	12,000	0.00%
Assessment Roll	5,000	-	5,000	0.00%
Disclosure Report	10,000	-	10,000	0.00%
District Counsel	20,000	198	19,802	0.99%
District Engineer	30,000	-	30,000	0.00%
District Management	25,000	-	25,000	0.00%
Accounting Services	17,500	-	17,500	0.00%
Auditing Services	5,200	-	5,200	0.00%
Website ADA Compliance	1,800	-	1,800	0.00%
Postage, Phone, Faxes, Copies	150	5	145	3.33%
General Liability	25,000	5,300	19,700	21.20%
Public Officials Insurance	2,475	-	2,475	0.00%
Property & Casualty Insurance	60,000	-	60,000	0.00%
Legal Advertising	1,500	334	1,166	22.27%
Special Projects	2,500	-	2,500	0.00%
Bank Fees	200	334	(134)	167.00%
Financial/Revenue Collections	3,500	-	3,500	0.00%
Website Admin Services	1,500	-	1,500	0.00%
MISC	250	-	250	0.00%
Onsite Office Supplies	380	-	380	0.00%
Dues, Licenses & Fees	175	175	-	100.00%
Total Administration	224,130	6,346	217,784	2.83%
<u>Other Physical Environment</u>				
MISC Maintenance	15,000	-	15,000	0.00%
MISC Contingency	45,420	-	45,420	0.00%
Total Other Physical Environment	60,420	-	60,420	0.00%
TOTAL EXPENDITURES	284,550	6,346	278,204	2.23%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(6,203)	(6,203)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		49,497		
FUND BALANCE, ENDING		\$ 43,294		

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending November 30, 2025
Series 2025 Debt Service Fund (200)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 92,667	\$ 92,667	0.00%
Special Assmnts- Tax Collector	747,564	-	(747,564)	0.00%
Special Assmnts- Discounts	(463,014)	-	463,014	0.00%
TOTAL REVENUES	284,550	92,667	(191,883)	32.57%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Interest Expense	3,812,403	1,387,553	2,424,850	36.40%
Total Debt Service	3,812,403	1,387,553	2,424,850	36.40%
TOTAL EXPENDITURES	3,812,403	1,387,553	2,424,850	36.40%
Excess (deficiency) of revenues Over (under) expenditures	(3,527,853)	(1,294,886)	2,232,967	36.70%
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(3,527,853)	-	3,527,853	0.00%
TOTAL FINANCING SOURCES (USES)	(3,527,853)	-	3,527,853	0.00%
Net change in fund balance	<u>\$ (3,527,853)</u>	<u>\$ (1,294,886)</u>	<u>\$ 9,288,673</u>	<u>36.70%</u>
FUND BALANCE, BEGINNING (OCT 1, 2025)		14,676,544		
FUND BALANCE, ENDING		<u>\$ 13,381,658</u>		

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending November 30, 2025
Series 2025 Capital Projects Fund (300)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 299,537	\$ 299,537	0.00%
TOTAL REVENUES	-	299,537	299,537	0.00%
<u>EXPENDITURES</u>				
<u>Construction In Progress</u>				
Construction in Progress	-	3,907,305	(3,907,305)	0.00%
Total Construction In Progress	-	3,907,305	(3,907,305)	0.00%
TOTAL EXPENDITURES	-	3,907,305	(3,907,305)	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(3,607,768)	(3,607,768)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)		48,318,439		
FUND BALANCE, ENDING		\$ 44,710,671		

Bank Account Statement

Kingston One CDD

Bank Account No. 9288
Statement No. 11-25

Statement Date 11/30/2025

G/L Account No. 101002 Balance	43,295.67	Statement Balance	43,493.17
		Outstanding Deposits	0.00
Positive Adjustments	0.00	Subtotal	43,493.17
Subtotal	43,295.67	Outstanding Checks	-197.50
Negative Adjustments	0.00	Ending Balance	43,295.67
Ending G/L Balance	43,295.67		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
11/30/2025		JE000051	Interest - Investments	Interest Income	62.83	62.83	0.00
Total Deposits					62.83	62.83	0.00
Checks							
							0.00
10/24/2025	Payment	1055	FLORIDA COMMERCE	Payment of Invoice 000118	-175.00	-175.00	0.00
10/30/2025	Payment	1056	BUSINESS OBSERVER, INC COLEMAN,	Check for Vendor V00011	-91.88	-91.88	0.00
10/30/2025	Payment	1057	YOVANOVICH & KOESTER, P.A.	Check for Vendor V00006	-632.00	-632.00	0.00
11/21/2025		JE000052	Bank Fees	Bank Fees	-165.74	-165.74	0.00
Total Checks					-1,064.62	-1,064.62	0.00
Adjustments							
Total Adjustments							
Outstanding Checks							
11/25/2025	Payment	1059	COLEMAN, YOVANOVICH & KOESTER, P.A.	Check for Vendor V00006			-197.50
Total Outstanding Checks							-197.50
Outstanding Deposits							
Total Outstanding Deposits							

KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 08/01/2025 to 08/31/2025

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Vendor	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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GENERAL FUND - 001

001	1046	08/06/25	V00008	BARRACO & ASSOCIATES INC	29878	07/21 - District Counsel	District Engineer	531147-51301	\$2,101.00
001	1046	08/06/25	V00008	BARRACO & ASSOCIATES INC	29879	07/21 - District Engineer	District Engineer	531147-51301	\$1,226.25
001	1047	08/28/25	V00008	BARRACO & ASSOCIATES INC	29954	DISTRICT ENGINEER 08/21/25	DISTRICT ENGINEER	531147-51301	\$11,660.00
001	1048	08/28/25	V00006	COLEMAN, YOVANOVICH & KOESTER, P.A.	082525-001M	DISTRICT COUNSEL THROUGH JULY 2025	DISTRICT COUNSEL	531146-51401	\$395.00
001	1048	08/28/25	V00006	COLEMAN, YOVANOVICH & KOESTER, P.A.	082525-004M	Through 08/25/2025 - Legal Services	Through 07/31 - Legal Services	531146-51401	\$3,278.75
001	1049	08/28/25	V00004	GANNETT FLORIDA LOCALIQ	0007249961	07/23 - 07/30 - Legal Advertising	Legal Advertising	548002-51301	\$529.28
001	1050	08/28/25	V00005	INFRAMARK LLC	155330	DISTRICT MANAGEMENT AUGUST 2025	Management Services - Aug 25	531150-51301	\$2,083.33
001	1050	08/28/25	V00005	INFRAMARK LLC	155330	DISTRICT MANAGEMENT AUGUST 2025	Website Maintenance - Aug 25	549936-51301	\$125.00
001	1050	08/28/25	V00005	INFRAMARK LLC	155330	DISTRICT MANAGEMENT AUGUST 2025	Accounting Services - August 25	532001-51301	\$1,000.00
Fund Total									\$22,398.61

Total Checks Paid	\$22,398.61
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KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 09/01/2025 to 09/30/2025

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Vendor	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<u>GENERAL FUND - 001</u>									
001	1051	09/10/25	V00005	INFRAMARK LLC	157172	Postage and Copies July 25	July 25 - Postage	541024-51301	\$2.12
001	1051	09/10/25	V00005	INFRAMARK LLC	157172	Postage and Copies July 25	July 25 - B/W Copies	541024-51301	\$16.50
001	1052	09/17/25	V00006	COLEMAN, YOVANOVICH & KOESTER, P.A.	091225-20	DISTRICT COUNSEL AUGUST 2025	09/12 - District Counsel	531146-51401	\$2,159.00
001	1052	09/17/25	V00006	COLEMAN, YOVANOVICH & KOESTER, P.A.	091225-2	DISTRICT COUNSEL AUGUST 2025	09/12 - District Counsel	531146-51401	\$217.25
001	1053	09/22/25	V00007	EGIS INSURANCE ADVISORS	29015	INSURANCE POLICY 1001251121 10/01/25-10/01/26	INSURANCE	155000-51301	\$5,300.00
Fund Total									<u>\$7,694.87</u>

Total Checks Paid	<u>\$7,694.87</u>
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KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 10/01/2025 to 10/31/2025

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Vendor	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001									
001	1054	10/09/25	V00004	GANNETT FLORIDA LOCALIQ	0007356085	LEGAL ADVERTISING THROUGH 09/30/25	LEGAL ADVERTISING	548002-51301	\$241.98
001	1055	10/24/25	V00010	FLORIDA COMMERCE	93904	FY 26 DISTRICT FILING FEES	DISTRICT FILING FEES	554020-51301	\$175.00
001	1056	10/30/25	V00011	BUSINESS OBSERVER, INC	25-03954L	10/10/25 LEGAL ADVERTISING	LEGAL ADVERTISING	548002-51301	\$91.88
001	1057	10/30/25	V00006	COLEMAN, YOVANOVICH & KOESTER, P.A.	21	SEPT 25 - LEGAL SERVICES THROUGH 10/22/25	LEGAL SERVICES	531146-51401	\$632.00
001	1058	10/30/25	V00005	INFRAMARK LLC	161823	Sept 25 - Inframark Management Invoice	Sept 25 - Postage	541024-51301	\$1.48
001	1058	10/30/25	V00005	INFRAMARK LLC	161822	Sept 25 - Inframark Management Invoice	Sept 25 - B/W Copies	541024-51301	\$1.35
Fund Total									\$1,143.69

Total Checks Paid	\$1,143.69
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KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 11/01/2025 to 11/30/2025

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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GENERAL FUND - 001

001	1059	11/25/25	COLEMAN, YOVANOVICH & KOESTER, P.A.	111925-004M	Through 11/19 - District Counsel	District Counsel	531146-51301	\$197.50
Fund Total								<u>\$197.50</u>

Total Checks Paid	\$197.50
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KINGSTON ONE CDD
Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Monthly Contract					
INFRAMARK LLC	8/1/2025	155330	\$2,083.33		Management Services - Aug 25
INFRAMARK LLC	8/1/2025	155330	\$125.00		Website Maintenance - Aug 25
INFRAMARK LLC	8/1/2025	155330	\$1,000.00	\$3,208.33	Accounting Services - August 25
Monthly Contract Subtotal			\$3,208.33	\$3,208.33	
Variable Contract					
BARRACO & ASSOCIATES INC	8/21/2025	29954	\$11,660.00	\$11,660.00	DISTRICT ENGINEER
COLEMAN, YOVANOVICH & KOESTER, P.A.	8/25/2025	082525-001M	\$395.00	\$395.00	DISTRICT COUNSEL
COLEMAN, YOVANOVICH & KOESTER, P.A.	8/25/2025	082525-004M	\$3,278.75	\$3,278.75	Through 07/31 - Legal Services
Variable Contract Subtotal			\$15,333.75	\$15,333.75	
Additional Services					
GANNETT FLORIDA LOCALIQ	7/31/2025	0007249961	\$529.28	\$529.28	07/23 - 07/30 - Legal Advertising
Additional Services Subtotal			\$529.28	\$529.28	
TOTAL			\$19,071.36	\$19,071.36	



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

BILL TO
Kingston One Community
Development District
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: August 2025

INVOICE

INVOICE#
155330

CUSTOMER ID
C5066

PO#

DATE
8/1/2025

NET TERMS
Due On Receipt

DUE DATE
8/1/2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
District Management	1	Ea	2,083.33		2,083.33
Website Maintenance / Admin	1	Ea	125.00		125.00
Accounting Services	1	Ea	1,000.00		1,000.00
Subtotal					3,208.33

Subtotal	\$3,208.33
Tax	\$0.00
Total Due	\$3,208.33

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Barraco & Associates, Inc.
 2271 McGregor Boulevard, Suite 100
 Fort Myers, FL 33901

Inframark Community Management
 Kingston CDD
 2005 Pan Am Circle, Suite 300
 Tampa, FL 33607

Invoice number 29954
 Date 08/21/2025
 Project **24093 Kingston Master CDD**

Description	Contract Amount	Percent Complete	Billed To Date	Less Previous Billing	Amount Due This Billing
2025.1 Miscellaneous Professional Services	0.00	0.00	16,741.00	5,081.00	11,660.00
Total	0.00	0.00	16,741.00	5,081.00	11,660.00

2025.1 Miscellaneous Professional Services

	Hours	Rate	Billed Amount
CDD Manager	18.50	150.00	2,775.00
<i>Document review and coordination re: Pay Requisition AA1-2025-01.</i> <i>Ongoing invoice review and support, including document preparation for Pay Requisition AA1-2025-01.</i> <i>AA1-2025-01 document review and requisition preparation.</i> <i>Coordinate updates to remove LCU final 50% from current requisition. Review and respond to correspondence from Greg (CDD counsel) re: questions connected to Pay Requisition AA1-2025-01.</i> <i>Verify and recirculate master requisition matrix.</i> <i>Preliminary review of backup documents for PR AA1-2025-02.</i>			
Senior Project Services	76.50	90.00	6,885.00
<i>Preparation of Pay Requisition AA1-2025-1</i>			
Principal Professional Engineer	8.00	250.00	2,000.00
<i>Review and assist with processing of Pay Requisition AA1-2025-01</i> <i>Process Certificate of Engineer</i>			
subtotal	103.00		11,660.00
Phase subtotal			11,660.00
Invoice total			11,660.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
29954	08/21/2025	11,660.00	11,660.00				
	Total	11,660.00	11,660.00	0.00	0.00	0.00	0.00

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556
Telephone: (239) 435-3535
Fax: (239) 435-1218

Kingston One CDD
c/o Inframark
Brian Lamb, District Manager
2005 Pan Am Circle, Suite 120
Tampa FL 33607

Attn: Teresa Farlow

Gen Rep

Page: 1
August 25, 2025
File No: 18650-001M
Statement No: 19

SENT VIA EMAIL TO: inframarkcms@payableslockbox.com

Previous Balance \$5,016.00

Fees

			Hours	
07/07/2025	GLU	Review and respond to email correspondence from Kelly Dattler on agenda	0.30	118.50
07/15/2025	GLU	Exchange email correspondence with Bryan Radcliff on meeting	0.10	39.50
07/16/2025	GLU	Telephone conference with Bryan Radcliff on meeting; Review agenda for Board of Supervisors meeting; Participation in Board of Supervisors meeting	0.60	237.00
		Professional Fees through 08/25/2025	1.00	395.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Gregory L. Urbancic	1.00	\$395.00	\$395.00

Total Current Work 395.00

Payments

07/28/2025	Fee payment received ck # 1044 Kingston One CDD	-4,364.75
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Balance Due (includes previous balance, if any) \$1,046.25

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556
Telephone: (239) 435-3535
Fax: (239) 435-1218

Kingston One CDD
c/o Inframark
Brian Lamb, District Manager
2005 Pan Am Circle, Suite 120
Tampa FL 33607

Attn: Teresa Farlow

Requisitions (Series 2024 Bonds)

Page: 1
August 25, 2025
File No: 18650-004M
Statement No: 1

SENT VIA EMAIL TO: inframarkcms@payableslockbox.com

Fees

07/25/2025	GLU	Review and respond to email correspondence from Frank Savage; initial review of back-up for 1st requisition; Draft email correspondence to Frank Savage	395.00
	MEM	Initial review of email correspondence and backup documentation regarding requisition matters	385.00
07/28/2025	GLU	Review multiple email correspondence from Frank Savage and Dominic Cameratta regarding requisition matters	197.50
07/29/2025	GLU	Review and respond to email correspondence from Dominic Cameratta; review requisition questions	197.50
07/30/2025	GLU	Exchange multiple email correspondence with Dominic Cameratta on temporary easement; draft revisions to easement and finalize the same; Draft email correspondence to Dominic Cameratta on easement; review requisition draft back-up; review and work on revision to draft documents for Requisition AA1-2025-01; Draft email correspondence to Frank Savage on question regarding final documents	592.50
	MEM	Work on preparation of requisition legal documents	632.50
07/31/2025	GLU	Review email correspondence from Ray Blacksmith and Carl Barraco regarding requisition matter; Review and respond to email correspondence from Frank Savage; Telephone conference with Dominic Cameratta and Ray Blacksmith; Exchange email correspondence with Frank Savage; Review final drafts of legal documents; Draft email correspondence circulating draft legal documents for Requisition AA1-2025-01	493.75
	MEM	Review updated requisition summary table; finalize legal documents for requisition	385.00
		Professional Fees through 08/25/2025	3,278.75
		Total Current Work	3,278.75
		Balance Due (includes previous balance, if any)	<u>\$3,278.75</u>



ACCOUNT NAME		ACCOUNT #	INV DATE
Kingston One CDD		1138392	07/31/25
INVOICE #	INVOICE PERIOD	CURRENT INVOICE TOTAL	
0007249961	Jul 1- Jul 31, 2025	\$529.28	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL CASH AMT DUE*	
\$0.00	\$0.00	\$529.28	

BILLING ACCOUNT NAME AND ADDRESS	PAYMENT DUE DATE: AUGUST 31, 2025
Kingston One CDD 2005 Pan Am CIR # 300 Tampa, FL 33607-6008	Legal Entity: Gannett Media Corp. Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com

FEDERAL ID 47-2390983

Save A Tree! Gannett is going paperless. Enjoy the convenience of accessing your billing information anytime and pay online. To avoid missing an invoice, sign up today by reaching out to abgspecial@gannett.com.

Date	Description	Amount
7/1/25	Balance Forward	\$0.00

Package Advertising:

Start-End Date	Order Number	Product	Description	PO Number	Package Cost
7/23/25-7/30/25	11395919	FNP Fort Myers News-Press	Public Hearing		\$529.28

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$529.28
Service Fee 3.99%	\$21.12
*Cash/Check/ACH Discount	-\$21.12
*Payment Amount by Cash/Check/ACH	\$529.28
Payment Amount by Credit Card	\$550.40

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NAME		ACCOUNT NUMBER		INVOICE NUMBER		AMOUNT PAID
Kingston One CDD		1138392		0007249961		
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL CASH AMT DUE*
\$529.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$529.28
REMITTANCE ADDRESS (Include Account# & Invoice# on check)				TO PAY BY PHONE PLEASE CALL:		TOTAL CREDIT CARD AMT DUE
Gannett Florida LocaliQ PO Box 631244 Cincinnati, OH 45263-1244				1-877-736-7612		\$550.40
				To sign up for E-mailed invoices and online payments please contact abgspecial@gannett.com		

KINGSTON ONE CDD
Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Variable Contract					
COLEMAN, YOVANOVICH & KOESTER, P.A.	9/12/2025	091225-20	\$2,159.00	\$2,159.00	09/12 - District Counsel
COLEMAN, YOVANOVICH & KOESTER, P.A.	9/12/2025	091225-2	\$217.25	\$217.25	09/12 - District Counsel
INFRAMARK LLC	8/28/2025	157172	\$2.12		July 25 - Postage
INFRAMARK LLC	8/28/2025	157172	\$16.50	\$18.62	July 25 - B/W Copies
Variable Contract Subtotal			\$2,394.87	\$2,394.87	
Regular Services					
EGIS INSURANCE ADVISORS	9/4/2025	29015	\$5,300.00	\$5,300.00	INSURANCE
Regular Services Subtotal			\$5,300.00	\$5,300.00	
TOTAL			\$7,694.87	\$7,694.87	

Coleman, Yovanovich & Koester, P.A.
 Northern Trust Bank Building
 4001 Tamiami Trail North, Suite 300
 Naples, Florida 34103-3556
 Telephone: (239) 435-3535
 Fax: (239) 435-1218

Kingston One CDD
 c/o Inframark
 Brian Lamb, District Manager
 2005 Pan Am Circle, Suite 120
 Tampa FL 33607

Page: 1
 September 12, 2025
 File No: 18650-001M
 Statement No: 20

Attn: Teresa Farlow

Gen Rep

SENT VIA EMAIL TO: inframarkcms@payableslockbox.com

Previous Balance \$1,046.25

Fees

			Hours	
08/06/2025	MEM	Review and respond to email correspondence from K. Dattler regarding assessment and budget resolutions	1.10	302.50
08/15/2025	GLU	Initial draft of resolution relating to alternate assurance for pavement and intersection improvements; Initial draft of agreement with developer relating to pavement and intersection improvements	1.00	395.00
08/17/2025	GLU	Finalize alternate assurance agreement; Draft email correspondence to Kelly Dattler on same.	0.70	276.50
08/19/2025	GLU	Review and respond to email correspondence from Brian Lamb on alternate assurance; Exchange email correspondence with Ray Blacksmith	0.40	158.00
08/20/2025	GLU	Review agenda for Board of Supervisors meeting; Participation in Board of Supervisors meeting	0.60	237.00
08/28/2025	GLU	Multiple telephone conferences with Dominic Cameratta on pending District matters; Telephone conference with Steve Sanford; Follow-up emails regarding questions relating to permitting	1.00	395.00
08/29/2025	GLU	Draft email correspondence to Dominic Cameratta on questions relating to bonds; brief review of complaint backup	1.00	395.00
		Professional Fees through 09/12/2025	5.80	2,159.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Gregory L. Urbancic	4.70	\$395.00	\$1,856.50
Meagan E. Magaldi	1.10	275.00	302.50

Kingston One CDD

Gen Rep

Page: 2
September 12, 2025
File No: 18650-001M
Statement No: 20

Total Current Work	2,159.00
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Payments

09/03/2025	Fee payment received ck # 1048 Kingston One CDD	-395.00
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Balance Due (includes previous balance, if any)	<u>\$2,810.25</u>
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Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556
Telephone: (239) 435-3535
Fax: (239) 435-1218

Page: 1
September 12, 2025
File No: 18650-004M
Statement No: 2

Kingston One CDD
c/o Inframark
Brian Lamb, District Manager
2005 Pan Am Circle, Suite 120
Tampa FL 33607

Attn: Teresa Farlow

Requisitions (Series 2024 Bonds)

SENT VIA EMAIL TO: inframarkcms@payableslockbox.com

Previous Balance \$3,278.75

Fees

08/01/2025	GLU	Review multiple email correspondence from Frank Savage on requisition	98.75
08/04/2025	GLU	Review and respond to email correspondence from Ray Blacksmith	79.00
08/06/2025	GLU	Review and respond to email correspondence from Ray Blacksmith on easement	39.50
		Professional Fees through 09/12/2025	217.25
		Total Current Work	217.25

Payments

Total Payments Through 09/12/2025 -3,278.75

Balance Due (includes previous balance, if any) \$217.25



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

BILL TO
Kingston One Community
Development District
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: July 2025

INVOICE

INVOICE#
157172

CUSTOMER ID
C5066

PO#

DATE
8/28/2025

NET TERMS
Due On Receipt

DUE DATE
8/28/2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	3	Ea	0.71		2.12
B/W Copies	110	Ea	0.15		16.50
Subtotal					18.62

Subtotal	\$18.62
Tax	\$0.00
Total Due	\$18.62

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.



INVOICE

Customer	Kingston One Community Development District
Acct #	1485
Date	09/04/2025
Customer Service	Christina Wood
Page	1 of 1

Kingston One Community Development District
c/o Inframark Tampa
2005 Pan Am Circle, Ste 300
Tampa, FL 33607

Payment Information	
Invoice Summary	\$ 5,300.00
Payment Amount	
Payment for:	Invoice#29015
1001251121	

Thank You

Please detach and return with payment



Customer: Kingston One Community Development District

Invoice	Effective	Transaction	Description	Amount
29015	10/01/2025	Renew policy	Policy #1001251121 10/01/2025-10/01/2026 Florida Insurance Alliance Package - Renew policy Due Date: 9/4/2025	5,300.00

Please Remit Payment To:
Egis Insurance and Risk Advisors
P.O. Box 748555

Total

\$ 5,300.00

Thank You

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349
TO PAY VIA ACH: Accretive Global Insurance Services LLC
Routing ACH: 121000358 Account: 1291776914

Remit Payment To: Egis Insurance Advisors

(321)233-9939

Date

P.O. Box 748555
Atlanta, GA 30374-8555

accounting@egisadvisors.com

09/04/2025

KINGSTON ONE CDD
Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Monthly Contract					
INFRAMARK LLC	10/24/2025	161823	\$1.48	\$1.48	Sept 25 - Postage
INFRAMARK LLC	10/24/2025	161822	\$1.35	\$1.35	Sept 25 - B/W Copies
Monthly Contract Subtotal			\$2.83	\$2.83	
Variable Contract					
COLEMAN, YOVANOVICH & KOESTER, P.A.	10/22/2025	21	\$632.00	\$632.00	LEGAL SERVICES
Variable Contract Subtotal			\$632.00	\$632.00	
Regular Services					
BUSINESS OBSERVER, INC	10/10/2025	25-03954L	\$91.88	\$91.88	LEGAL ADVERTISING
Regular Services Subtotal			\$91.88	\$91.88	
Additional Services					
FLORIDA COMMERCE	10/8/2025	93904	\$175.00	\$175.00	DISTRICT FILING FEES
GANNETT FLORIDA LOCALIQ	9/30/2025	0007356085	\$241.98	\$241.98	LEGAL ADVERTISING
Additional Services Subtotal			\$416.98	\$416.98	
TOTAL			\$1,143.69	\$1,143.69	



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

BILL TO
Kingston One Community
Development District
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: September 2025

INVOICE

INVOICE#
161823
CUSTOMER ID
C5066
PO#

DATE
10/24/2025
NET TERMS
Due On Receipt
DUE DATE
10/24/2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	2	Ea	0.74		1.48
Subtotal					1.48

Subtotal	\$1.48
Tax	\$0.00
Total Due	\$1.48

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

BILL TO
Kingston One Community
Development District
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: September 2025

INVOICE

INVOICE#
161822

CUSTOMER ID
C5066

PO#

DATE
10/24/2025

NET TERMS
Due On Receipt

DUE DATE
10/24/2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
B/W Copies	9	Ea	0.15		1.35
Subtotal					1.35

Subtotal	\$1.35
Tax	\$0.00
Total Due	\$1.35

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Coleman, Yovanovich & Koester, P.A.
 Northern Trust Bank Building
 4001 Tamiami Trail North, Suite 300
 Naples, Florida 34103-3556
 Telephone: (239) 435-3535
 Fax: (239) 435-1218

Kingston One CDD
 c/o Inframark
 Brian Lamb, District Manager
 2005 Pan Am Circle, Suite 120
 Tampa FL 33607

Attn: Teresa Farlow

Gen Rep

Page: 1
 October 22, 2025
 File No: 18650-001M
 Statement No: 21

SENT VIA EMAIL TO: inframarkcms@payableslockbox.com

Previous Balance \$2,810.25

Fees

			Hours	
09/03/2025	GLU	Review email correspondence from Manager's office on district schedule	0.10	39.50
09/08/2025	GLU	review back-up for Requisition AA1-2025-02; review and revise requisition legal documents; Review and respond to email correspondence from Dominic Cameratta	1.50	592.50
		Professional Fees through 10/22/2025	1.60	632.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Gregory L. Urbancic	1.60	\$395.00	\$632.00

Total Current Work 632.00

Payments

09/22/2025	Fee payment received ck # 1052 Kingston Once CDD	-2,159.00
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Balance Due (includes previous balance, if any) \$1,283.25

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 25-03954L

Date 10/10/2025

Attn:
Kingston One CDD Inframark
2005 PAN AM CIRCLE, STE 300
TAMPA FL 33607

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 25-03954L Meeting Notice RE: Kingston One CDD Fiscal Year 2025/2026 Published: 10/10/2025	\$91.88
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Important Message

Please include our Serial #
on your check

Pay by credit card online:
[https://legals.
businessobserverfl.
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid

()

Total

\$91.88

Payment is expected within 30 days of the
first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Notice of Meetings
FISCAL YEAR 2025/2026
KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal Year 2025/2026 Regular Meetings of the Board of Supervisors of the Kingston One Community Development District shall be held at 1:30 p.m. at The Offices of Cameratta Companies located at 21101 Design Parc Lane Suite #103 Estero, FL 33928. The meeting dates are as follows:

October 15, 2025 2:00 p.m.*
November 19, 2025 2:00 p.m.
December 17, 2025 2:00 p.m.*
January 21, 2026 2:00 p.m.
February 18, 2026 2:00 p.m.
March 18, 2026 2:00 p.m.
April 15, 2026 2:00 p.m.*
May 20, 2026 2:00 p.m.
June 17, 2026 2:00 p.m.
July 15, 2026 2:00 p.m.
August 19, 2026 2:00 p.m.
September 16, 2026 2:00 p.m.

*Meeting date is subject to change due to the holiday.

The meetings will be open to the public and will be conducted in accordance with the provisions of Florida Law for community development districts. Any meeting may be continued with no additional notice to a date, time and place to be specified on the record at a meeting. A copy of the agenda for the meetings listed above may be obtained from Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 at (813) 873-7300, one week prior to the meeting. There may be occasions when one or more supervisors will participate by telephone or other remote device.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact Inframark at (813) 873-7300. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Office at least forty-eight (48) hours prior to the date of the hearing and meeting.

Each person who decides to appeal any action taken at the meetings is advised that the person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Inframark, District Management
October 10, 2025

25-03954L

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

check mailed
separately

FloridaCommerce, 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: 10/08/2025				Invoice No: 93904
Annual Fee: \$175.00	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/08/2025: \$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:

Kingston One Community Development District
Mr. Brian K. Lamb
Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607



2. Telephone: 813-873-7300 Ext:
3. Fax:
4. Email: Brian.Lamb@Inframark.com
5. Status: Independent
6. Governing Body: Elected
7. Website Address: kingstononecdd.com
8. County(ies): Lee
9. Special Purpose(s): Community Development
10. Boundary Map on File: 10/08/2025
11. Creation Document on File: 10/08/2025
12. Date Established: 10/06/2023
13. Creation Method: Local Ordinance
14. Local Governing Authority: Lee County
15. Creation Document(s): County Ordinance 23-26
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: [Signature] Date 10/8/2025

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.

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 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.



ACCOUNT NAME		ACCOUNT #	PAGE #
Kingston One CDD		1138392	1 of 1
STATEMENT #	STATEMENT PERIOD	STATEMENT DATE	
0007356085	Sep 1- Sep 30, 2025	September 30, 2025	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL CASH AMT DUE*	
\$0.00	\$0.00	\$241.98	

BILLING ACCOUNT NAME AND ADDRESS	PAYMENT DUE DATE: OCTOBER 31, 2025
Kingston One CDD 2005 Pan Am CIR # 300 Tampa, FL 33607-6008	Legal Entity: Gannett Media Corp. Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com

FEDERAL ID 47-2390983

Save A Tree! Gannett is going paperless. Enjoy the convenience of accessing your billing information anytime and pay online. To avoid missing an invoice, sign up today by going to <https://gcil.my.site.com/financialservicesportal/s/>.

Date	Description	Amount
9/1/25	Balance Forward	\$771.26
9/8/25	PAYMENT - THANK YOU	-\$529.28

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$241.98
Service Fee 3.99%	\$9.66
*Cash/Check/ACH Discount	-\$9.66
*Payment Amount by Cash/Check/ACH	\$241.98
Payment Amount by Credit Card	\$251.64

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NAME		ACCOUNT NUMBER		STATEMENT NUMBER		AMOUNT PAID
Kingston One CDD		1138392		0007356085		
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL CASH AMT DUE*
\$0.00	\$241.98	\$0.00	\$0.00	\$0.00	\$0.00	\$241.98
REMITTANCE ADDRESS (Include Account# & Statement# on check)				TO PAY BY PHONE PLEASE CALL:		TOTAL CREDIT CARD AMT DUE
Gannett Florida LocaliQ PO Box 631244 Cincinnati, OH 45263-1244				1-877-736-7612		\$251.64
				To sign up for E-mailed invoices and online payments please go to https://gcil.my.site.com/financialservicesportal/s/		

<div>KINGSTON ONE CDD</div> <div>Summary of Operations and Maintenance Invoices</div>

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Vendor Total	Comments/Description
Variable Contract						
COLEMAN, YOVANOVICH & KOESTER, P.A.	11/19/2025	111925-004M	\$197.50			Through 11/19 - District Counsel
INFRAMARK LLC	11/25/2025	164551	\$2.22			Postage
Variable Contract Subtotal			\$199.72			
TOTAL			\$199.72			

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556
Telephone: (239) 435-3535
Fax: (239) 435-1218

Page: 1
November 19, 2025
File No: 18650-004M
Statement No: 4

Kingston One CDD
c/o Inframark
Brian Lamb, District Manager
2005 Pan Am Circle, Suite 120
Tampa FL 33607

Attn: Teresa Farlow

Requisitions (Series 2024 Bonds)

SENT VIA EMAIL TO: inframarkcms@payableslockbox.com

Previous Balance		\$962.50
<u>Fees</u>		
10/05/2025	GLU	Finalize legal documents for transmittal for Requisition No. AA1-2025-03; Draft email correspondence to Frank Savage with draft legal documents for Requisition No. AA1-2025-03
		197.50
		Professional Fees through 11/19/2025
		197.50
		Total Current Work
		197.50
		Balance Due (includes previous balance, if any)
		<u>\$1,160.00</u>



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#

164551

CUSTOMER ID

C5066

PO#**DATE**

11/25/2025

NET TERMS

Due On Receipt

DUE DATE

11/25/2025

BILL TO

Kingston One Community
Development District
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: October 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	3	Ea	0.74		2.22
Subtotal					2.22

Subtotal

\$2.22

Tax

\$0.00

Total Due

\$2.22

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

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To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.