



Rizzetta & Company

Eagle Pointe Community Development District

Board of Supervisors' Meeting August 3, 2023

**District Office:
2700 S. Falkenburg Road, Suite 2745
Riverview, FL 33578**

www.eaglepointecdd.org

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT AGENDA

Board of Supervisors	Candice Smith Greg Meath Troy Simpson Paul Martin Roger Aman	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary Assistant
District Manager	Matt O'Nolan	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Kutak Rock Law Group
District Engineer	Trent Stephenson	LevelUp Consulting

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting / hearing / workshop by contacting the District Manager at (813)533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting / hearing / workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

July 26, 2023

Board of Supervisors
**Eagle Pointe Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Eagle Pointe Community Development District will be held on **Thursday, August 3, 2023 at 8:30 a.m.** at the Eagle Pointe Clubhouse, located at 11450 Moonsail Drive, Parrish, FL 34219. The following is the tentative agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. STAFF REPORT**
 - A. Clubhouse Manager
 1. Operational Manager's Report Tab 1
 - B. District Counsel
 - C. District Engineer
 - D. District Manager
 1. Presentation of District Manager Report Tab 2
 2. Presentation of Financial Statement Tab 3
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors'
Meeting held on May 4, 2023 Tab 4
 - B. Consideration of the Minutes of the Revised Budget
Meeting held on June 8, 2023 Tab 5
 - C. Consideration of the Operations and Maintenance
Expenditures for April, May and June 2023 Tab 6
- 5 BUSINESS ITEMS**
 - B. Public Hearing on Fiscal Year 2023/2024 Final Budget
 1. Consideration of Resolution 2023-05, Adopting the
Final Budget for FY 23-24 Tab 7
 - C. Public Hearing on Fiscal Year 2023/2024 Assessments
 1. Consideration of Resolution 2023-06, Levying O&M
Assessment for FY 23-24 Tab 8
 - D. Consideration of Resolution 2023-07, Setting Meeting
Schedule for FY 23-24 Tab 9
 - E. Ratification of the Acquisition and Turnover of the Phase
III Utilities Improvements Tab 10
 - F. Consideration of Playground Proposals Tab 11
 - G. Consideration of Resolution 2023-07, Contribution of
Infrastructure Tab 12
 - H. Presentation of the MIT report Tab 13
 - I. Ratification of Amenity Center Improvements Tab 14
 - J. Consideration of Pond Proposals Tab 15

- K. Consideration of Landscape Proposals Tab 16
- L. Consideration of Turf Installation Proposal..... Tab 17
- M. Consideration of Holiday Lighting Proposal..... Tab 18
- 6. **SUPERVISOR REQUESTS**
- 7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 533-2950.

Very truly yours,
Matt O’Nolan
Matt O’Nolan,
District Manager

Tab 1

Isles of Bayview Eagle Pointe CDD

COMMUNITY DEVELOPMENT DISTRICT

11450 Moonsail Dr
Parrish Florida 34218
Phone 813-304-3616
jmccallister@rizzetta.com

Clubhouse Manager's Report

Operations and Maintenance Report

Amenity Center

- Acquired event rental rules and regs
- Access card process in place
- Grand Opening Party a success
- TV remotes, 5 total TV remotes and 1 remote for the surround sound system
- WIFI password acquired
- Extra Key fobs in event room men's restroom closet, these are for the current and future residents
- The bank key in the Kolter box opens all closet and utility doors.
- **Computer set up by Ken, printer set up on computer, login password created**
- **Joe's Rizzetta email and new clubhouse email all set up in Outlook for Joe**
- Brown stains along water line in pool cleaned
- All lights working in game room and patio area
- Jan Pro pressure washing completed
- Juniper Landscaping completed
- Jeff at Action Security have restricted Resident access to the Amenity Center Room
- Tier 1 Pest Control is now on a monthly service plan
- Cornerstone resurfaced ceiling in the middle entrance is completed and repainting
- Cornerstone repaired the concrete associated with the Dog park
- Cornerstone repaired the women's bathroom toilet issue awaiting specialty tile to come in
- Onsite replacing 4 Placards that have fallen due to Humidity throughout Eagle Pointe
- Cornerstone along with All Phase Doors came out to adjust front main door
- Action Security came out to assess the front main door and will be removing the inside sensor
- Purchased Blower, Trash Grabber, 4 Rugs, Step Ladder, First Aid Kit, Hose Nozzle, Mini Dolly and Hose Storage Cart
- Canopies are being installed.
- Enclosed room is now accessible for residents daily from 9 am to 5 pm.
- Mailboxes are now moved back to original location temporarily until roof is completed

Events/Activities

- Grand opening accomplished
- Easter event scheduled 4/2 at Eagle Pointe
- 7/15 Re-Grand Opening scheduled

Activity Resident Requests

- Gym, Pickle Ball/Tennis and Basketball Courts
- Golf simulator
- Playground area space for Toddlers
- More pool furniture
- Playground shader
- Speed bumps
- Pond fountains
- Bug problems
- Community Landscaping has issues
- Alligators at the pond, requesting a fence around the playground
- Complaints about slippery epoxy on the pool deck floors etc.

Eagle Pointe Project Tracker – Updated 6.30.23

Eagle Pointe CDD
11450 Moonsail Dr.
Parrish, FL 34221
Lifestyle Manager:
Phone/Email

Current Projects

Date Entered	Project	Task	Update	Update	Estimated Completion Date
2.1.23	Way to buy items since no card yet		Card is on the way, a representative called me 2/22/2023.	Ongoing	Completed
2.1.23	No trash can by playground		I spoke with Cliff, and he has this as a future project.	Ongoing	
2.1.23	Sink in men's bathroom off wall		Reported to Cornerstone	Repaired on 2.3	Completed
2.1.23	Key and lock on Janitorial closet not working properly		Found out blank key worked	Ongoing	Completed
2.1.23	Suggest blinds or window shades for event room.		Contacted Laura Reeves on this issue, awaiting a call back.	Ongoing	
2.1.23	Buy all kinds of cleaning products and cleaning tools		Awaiting Company Credit Card	Ongoing	Completed

2.1.23	Need some sort of electric blower		Awaiting Company Credit Card	Ongoing	Completed
2.1.23	Need locksmith to rekey main doors and locks to one key			Ongoing	
2.1.23	Need some sort of desk		Discussion about this is in the works	Ongoing	
2.1.23	Need a telephone		Spoke with Spectrum Business Rep	I now have access on the account and I'm waiting on the Business Rep to confirm if we can make the 1 st payment with a check because I'm without Company Credit Card	
2.1.23	Trash cans inside??		We currently have trash cans inside of the main building, but the Pool Bathrooms do not have any standing trash cans on wall trash cans which will not accommodate.	Ongoing	
2.1.23	Need trash picker upper		Awaiting Company Credit Card	Ongoing	Completed
2.1.23	Need event rental rules and regs			Ongoing	Completed
2.1.23	Access card process			Ongoing	Completed
2.1.23	Grand Opening Party plans			Ongoing	Completed
2.1.23	List of Vendors and Contacts			Ongoing	

2.1.23	TV remotes?	In kitchen drawer	5 remotes for Samsung Smart TV's and 1 remote for a Samsung Surround Sound System	Yes	Completed
2.2.23	Wifi password is: Voyagefriend806			Yes	Completed
2.2.23	Extra Key fobs in event room men's restroom closet. Multiple boxes	I assume they are activated?	Access Cards	Yes	Completed
2.2.23	Outside Janitorial closet needs cleaning up. It has shelves to be assembled though		I'm aware of this and as soon as Cliff and his team are done with post construction, I will install shelving etc.	Ongoing	
2.2.23	We need list of vendors and account reps information: Landscaping, Card access, ponds, Janitorial, ect		Juniper, Jan-Pro, Action Security	Ongoing	
2.2.23	The bank key in the Kolter box (code 6035) opens all closet and utility doors. Our box (same passcode) has other needed keys.		Accomplished	Accomplished	Completed
2.2.23	Angela Computer set up by Ken. Printer set up on computer. There is no login password for it at this time.		I have Angela's computer with me.	Joe McCallister is now in possession of Angelas Laptop	Completed
2.2.23	Angela's Rizzetta email and new clubhouse email all set up in Outlook for Angela.		Accomplished	I'm in possession of Angelas notes and email access.	Completed
2.2.23	New clubhouse email: manager@eaglepointecdd.com password: TrustEagle1!		Accomplished	I'm in possession of Angelas notes and email access.	Completed
2.2.23	Passwords notes on Angela's computer			I'm in possession of Angelas notes and email access.	Completed

2.3.23	Need office supplies. Paper, pens, note pads, file cabinet, folders ect.		Awaiting Company Credit Card	Ongoing	
2.3.23	Brown stains along water line in pool. Was a resident complaint to me.		Taylor notified pool company 2.3	Pool cleaned 2.23	Completed
2.3.23	All lights working in game room and patio area,		One light in the middle of the ceiling is out	Ongoing	
2.24.23	Shades for the rest of the building		Ongoing issue waiting on a talk with Candice.	Ongoing	Partially Completed
2.24.23	Jan Pro pressure washing screening		Appt set up for pressure washing screening 2.28.23	Sergio will be sending a proposal today.	Completed
2.28.23	Juniper Landscaping			Juniper Landscaping completed the work needed to be done to get the Clubhouse ready for the grand opening.	Completed
3.8.23	Action Security		I noticed that Residents have access to the Amenities Center with their Access cards. So I got with Jeff so we made that correction to restrict access.	Accomplished	Completed
3.8.23	Tier 1 Pest Control		Gave me an estimated Invoice regarding a one-time treatment of the Facility and its exterior.	Approval, scheduled for 3.23.2023	Completed
3.10.23	Action Security		Proposal for front main motorized door.	Ongoing, awaiting rep to determine a cost effective way to remedy the door closing issue,	Completed
3.10.23	Action Security		Proposals for cameras at parking lots for Summerwoods and Eagle Pointe.	Ongoing, suspended for now via Taylor.	

3.14.23	Pool Company		Shawn came out to remedy the pool heaters, so they don't continuously HPF Fault.	Fixed for now, ongoing monitoring in place. So far, it's been about 14 days since Shawn has come out and it have been consistently working without the HP5 faults. Continued monitoring.	Completed
3.15.23	Cornerstone		The resurfaced ceiling in the middle entrance is completed awaiting repainting.	Repainted 3.28.2023	Completed
3.22.23	Cornerstone		Damaged concrete associated with the Dog park, awaiting assessment with Cliff on repairs.	Concrete and gate door repaired 3.29.2023	Completed
3.23.2023	Cornerstone		Ongoing issue with Womens bathroom toilets will be addressed, just waiting on Cliff to confirm a date for reconstruction.	Cliff and his guys are working on the Womens restroom, 3.28.2023. The Womens restroom Toilet situation has been rectified, turned out to be a massive piece of concrete that was lodged inside of the drain PVC, possibly due to post construction etc. Cliff and his crew have been working on this since yesterday, they had to go through the tile and concrete only in the bathroom to address the issue. The Womens bathroom will be closed for the remainder of the week to 10 days as of 3.29.2023.	Completed
3.23.2023	Tom Garage Doors		Tom stopped by to check on the resurfaced pool deck pad and will have to buff out an area at a later date, within the Arts Center due to scratches etc.	Ongoing	

3.24.23	Cintas		Awaiting a call from Cintas Rep regarding area mats and first aid kits.	Appointment set for 3.28.23 at around 12 pm. Awaiting on Proposal to be sent out for consideration.	Suspended
3.24.23	Onsight		Replacing 4 Placards that have fallen due to Humidity throughout Eagle Pointe	Ongoing	Completed
3/29/2023	Spectrum		Spectrum technician came over to change out old equipment with new equipment.	Service is canceled for now due to Security Equipment constraints.	Completed

Potential Future Projects

Date	Project	Task	Update 1	Update 2	Estimated Completion Date
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Entered					
4.21.2023	Canopy	Delivered awaiting Installation	Ongoing		Partially Completed
05.15.2023	Relocation of screen door/ concrete walkway.		Ongoing		Completed

Completed Projects

[illegible]

[illegible]

[illegible]

[illegible]

Tab 2



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** TBD
- **FY 2020-2021 Audit Completion Deadline:** Completed
- **Next Election:** November 2024
- **Quarterly Website Compliance Audit:** Completed, 100% in compliance

District Manager's Report

Aug 3

2023

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FINANCIAL SUMMARY

6/30/2023

General Fund Cash & Investment
Balance:

\$166,858

Reserve Fund Cash, Capital Projects Fund & Investment
Balance:

\$5,631

Debt Service Fund Investment
Balance:

\$391,620

**Total Cash and Investment
Balances:**

\$564,109

General Fund Expense Variance: \$19,861 Under budget

Tab 3



Rizzetta & Company

Eagle Pointe Community Development District

**Financial Statements
(Unaudited)**

June 30, 2023

Prepared by: Rizzetta & Company, Inc.

eaglepointecdd.org
rizzetta.com

Eagle Pointe Community Development District

Balance Sheet

As of 06/30/2023

(In Whole Numbers)

	General Fund	Debt Service Fund	Capital Project Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	166,858	1,254	0	168,112	0	0
Investments	0	391,620	5,631	397,251	0	0
Accounts Receivable	452	0	0	451	0	0
Due From Other	0	0	397,279	397,279	0	0
Fixed Assets	0	0	0	0	6,975,912	0
Amount Available in Debt Service	0	0	0	0	0	392,874
Amount To Be Provided Debt Service	0	0	0	0	0	7,167,126
Total Assets	167,310	392,874	402,910	963,093	6,975,912	7,560,000
Liabilities						
Accounts Payable	919	0	0	919	0	0
Accrued Expenses	840	0	0	840	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	7,560,000
Total Liabilities	1,759	0	0	1,759	0	7,560,000
Fund Equity & Other Credits						
Beginning Fund Balance	160,384	384,855	400,786	946,025	0	0
Investment In General Fixed Assets	0	0	0	0	6,975,912	0
Net Change in Fund Balance	5,167	8,019	2,124	15,309	0	0
Total Fund Equity & Other Credits	165,551	392,874	402,910	961,334	6,975,912	0
Total Liabilities & Fund Equity	167,310	392,874	402,910	963,093	6,975,912	7,560,000

See Notes to Unaudited Financial Statements

Eagle Pointe Community Development District

Statement of Revenues and Expenditures

As of 06/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 06/30/2023	Year To Date 06/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	18	(18)
Special Assessments				
Tax Roll	268,957	268,957	270,121	(1,164)
Off Roll	0	0	76,800	(76,800)
Contributions & Donations from Private Sources				
Developer Contributions	211,452	211,452	0	211,452
Total Revenues	480,409	480,409	346,939	133,470
Expenditures				
Legislative				
Supervisor Fees	800	600	800	(200)
Total Legislative	800	600	800	(200)
Financial & Administrative				
Administrative Services	4,774	3,581	3,580	0
District Management	21,322	15,991	15,992	0
District Engineer	8,000	6,000	2,023	3,977
Disclosure Report	5,000	5,000	5,000	0
Trustees Fees	3,500	2,625	2,813	(188)
Assessment Roll	5,304	5,304	5,304	0
Financial & Revenue Collections	3,819	2,864	2,864	1
Accounting Services	19,094	14,321	14,321	(1)
Auditing Services	3,125	3,125	4,000	(875)
Arbitrage Rebate Calculation	500	500	900	(400)
Public Officials Liability Insurance	2,836	2,836	2,540	296
Legal Advertising	2,000	1,500	955	545
Bank Fees	0	0	602	(602)
Dues, Licenses & Fees	1,000	750	260	490
Website Hosting, Maintenance, Backup & Email	2,738	2,053	2,053	0
Total Financial & Administrative	83,012	66,450	63,207	3,243
Legal Counsel				
District Counsel	15,000	11,250	11,252	(1)
Total Legal Counsel	15,000	11,250	11,252	(1)
Electric Utility Services				
Utility Services	36,000	27,000	11,811	15,189
Utility - Street Lights	19,500	14,625	20,740	(6,115)

See Notes to Unaudited Financial Statements

Eagle Pointe Community Development District

Statement of Revenues and Expenditures

As of 06/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 06/30/2023	Year To Date 06/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Total Electric Utility Services	55,500	41,625	32,551	9,074
Water-Sewer Combination Services				
Utility Services	3,000	2,250	8,013	(5,764)
Total Water-Sewer Combination Services	3,000	2,250	8,013	(5,764)
Stormwater Control				
Aquatic Maintenance	15,600	11,700	11,550	150
Wetland Monitoring & Maintenance	12,690	9,518	22,090	(12,573)
Total Stormwater Control	28,290	21,218	33,640	(12,422)
Other Physical Environment				
Property Insurance	341	341	20,809	(20,468)
General Liability Insurance	3,466	3,466	3,105	361
Landscape Maintenance	86,000	64,500	102,566	(38,066)
Irrigation Maintenance & Repair	5,000	3,750	1,765	1,985
Ornamental Lighting & Maintenance	1,000	750	0	750
Holiday Decorations	1,500	1,500	0	1,500
Total Other Physical Environment	97,307	74,307	128,245	(53,938)
Parks & Recreation				
Management Contract	60,400	45,300	30,651	14,649
Employee - Mileage Reimbursement	350	262	189	74
Telephone, Internet, Cable	0	0	1,057	(1,058)
Security & Fire Monitoring Services	750	563	0	563
Pool Permits	375	281	375	(94)
Pest Control	1,500	1,125	1,427	(302)
Pool Furniture Replacement	0	0	8,732	(8,732)
Pool Service Contract	16,800	12,600	4,400	8,200
Playground Equipment & Maintenance	3,500	2,625	0	2,625
Maintenance & Repairs	16,200	12,150	697	11,453
Landscape & Irrigation Maintenance	39,600	29,700	0	29,700
Clubhouse Janitorial Services	7,380	5,535	9,695	(4,159)
Janitorial Supplies	1,000	750	517	232
Computer Support, Maintenance & Repair	1,000	750	1,086	(335)
Pest Control & Termite Bond	750	562	0	562
Pool Repair & Maintenance	2,000	1,500	0	1,500
Access Control Maintenance, Repair, Supplies	5,000	3,751	1,723	2,027
Clubhouse Miscellaneous Expense	1,000	749	0	750
Miscellaneous Expense	9,895	7,422	5,174	2,247
Security System	11,000	8,250	0	8,250
Uniforms & Laundry	500	375	0	375
Office Supplies	7,500	5,625	0	5,625

See Notes to Unaudited Financial Statements

Eagle Pointe Community Development District

Statement of Revenues and Expenditures

As of 06/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 06/30/2023	Year To Date 06/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Total Parks & Recreation	186,500	139,875	65,723	74,152
Special Events				
Special Events	11,000	8,250	2,533	5,717
Total Special Events	11,000	8,250	2,533	5,717
Total Expenditures	480,409	365,825	345,964	19,861
Total Excess of Revenues Over(Under) Expenditures	0	114,584	975	113,610
Total Other Financing Sources(Uses)				
Prior Year AP Credit				
Prior Year A/P Credits	0	0	4,192	(4,193)
Total Other Financing Sources(Uses)	0	0	4,192	(4,193)
Fund Balance, Beginning of Period	0	0	160,384	(160,384)
Total Fund Balance, End of Period	0	114,584	165,551	(50,967)

Eagle Pointe Community Development District

Statement of Revenues and Expenditures

As of 06/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 06/30/2023	Year To Date 06/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	9,700	(9,700)
Special Assessments				
Tax Roll	278,028	278,028	279,231	(1,203)
Off Roll	178,585	178,585	178,586	0
Total Revenues	<u>456,613</u>	<u>456,613</u>	<u>467,517</u>	<u>(10,903)</u>
Expenditures				
Debt Service				
Interest	306,613	306,613	307,488	(874)
Principal	150,000	150,000	150,000	0
Total Debt Service	<u>456,613</u>	<u>456,613</u>	<u>457,488</u>	<u>(874)</u>
Total Expenditures	<u>456,613</u>	<u>456,613</u>	<u>457,488</u>	<u>(874)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>10,029</u>	<u>(10,029)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(2,010)	2,010
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>(2,010)</u>	<u>2,010</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>384,855</u>	<u>(384,855)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>392,874</u>	<u>(392,874)</u>

Eagle Pointe Community Development District

Statement of Revenues and Expenditures

As of 06/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 06/30/2023	Year To Date 06/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	113	(113)
Contributions & Donations from Private Sources				
Developer Contributions	0	0	152,783	(152,783)
Total Revenues	<u>0</u>	<u>0</u>	<u>152,896</u>	<u>(152,896)</u>
Expenditures				
Other Physical Environment				
Improvements Other Than Buildings	0	0	152,783	(152,782)
Total Other Physical Environment	0	0	152,783	(152,782)
Total Expenditures	<u>0</u>	<u>0</u>	<u>152,783</u>	<u>(152,782)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>113</u>	<u>(113)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	2,010	(2,010)
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>2,010</u>	<u>(2,010)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>400,787</u>	<u>(400,787)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>402,910</u>	<u>(402,910)</u>

**Eagle Pointe CDD
Investment Summary
June 30, 2023**

<u>Account</u>	<u>Investment</u>	<u>Balance as of June 30, 2023</u>
Regions Series 2020 Revenue	Goldman Sachs Financial Square Government Fund	\$ 157,508
Regions Series 2020 Interest	Goldman Sachs Financial Square Government Fund	247
Regions Series 2020 Sinking Fund	Goldman Sachs Financial Square Government Fund	228
Regions Series 2020 Reserve	Goldman Sachs Financial Square Government Fund	233,637
Total Debt Service Fund Investments		<u><u>\$ 391,620</u></u>
Regions Series 2020 Acquisition & Construction	Goldman Sachs Financial Square Government Fund	\$ 5,598
Regions Series 2020 Construction Escrow	Goldman Sachs Financial Square Government Fund	33
Total Capital Projects Fund Investments		<u><u>\$ 5,631</u></u>

Eagle Pointe Community Development District
Summary A/R Ledger

	Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due
206, 2221							
	206-001	206 General Fund	Del Webb Bayview HOA	AR00000835	11510	11/01/2022	205.00
	206-001	206 General Fund	Del Webb Bayview HOA	AR00000986	11510	06/01/2023	246.67
Sum for 206, 2221							451.67
Sum for 206							451.67
Sum Total							451.67

Eagle Pointe Community Development District

Summary A/P Ledger

	Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
206, 2221						
	206 General Fund	06/30/2023	Affordable Backflow Testing	19677 05/23	Backflow Preventer Test 05/23	70.00
	206 General Fund	06/30/2023	Jan-Pro of Manasota	1182 06/23	Janitorial Supplies 06/23	90.12
	206 General Fund	06/30/2023	Juniper Landscaping of Florida, LLC	221426 06/23	Insect and Disease Control 06/26/2023	400.00
	206 General Fund	06/30/2023	Rizzetta & Company, Inc.	INV0000081480 06/23	Out of Pocket Expenses 06/23	188.86
	206 General Fund	06/24/2023	Spectrum	0442567062423 06/23	Internet Service 06/23	169.92
				AUTOPAY		
Sum for 206, 2221						918.90
Sum for 206						918.90
Sum Total						918.90

EAGLE POINTE CDD
COMMUNITY DEVELOPMENT DISTRICT
Custody Account - Series 2020

Construction Custody Account Activity Through June 30, 2023

Inflows:	Developer Contributions	\$ 376,972.50
	Due from Developer	28,877.68
	Total Developer Contributions:	405,850.18
	Total Inflows	\$ 405,850.18

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status
				As of 06/30/23
04/21/22	CUS 1	BrightView Landscape Development	\$ (38,253.60)	Cleared
04/21/22	CUS 2	Clearview Land Design, PL	(1,295.36)	Cleared
04/21/22	CUS 3	LevelUp Consulting, LLC	(27,403.70)	Cleared
04/21/22	CUS 4	Mortensen Engineering, Inc.	(6,000.00)	Cleared
05/26/22	CUS 5	Clearview Land Design, PL	(1,570.00)	Cleared
05/26/22	CUS 6	GeoPoint Surveying, Inc.	(7,150.00)	Cleared
05/26/22	CUS 7	LevelUp Consulting, LLC	(13,795.52)	Cleared
05/26/22	CUS 8	Mortensen Engineering, Inc.	(7,245.00)	Cleared
09/15/22	CUS 9	BrightView Landscape Development	(68,895.43)	Cleared
09/15/22	CUS 10	Clearview Land Design, PL	(9,779.64)	Cleared
09/15/22	CUS 11	Eco-Logic Services, LLC	(6,575.00)	Cleared
09/15/22	CUS 12	Everde Growers	(20,662.00)	Cleared
09/15/22	CUS 13	GeoPoint Surveying, Inc.	(14,700.00)	Cleared
09/15/22	CUS 14	LevelUp Consulting, LLC	(8,400.16)	Cleared
10/11/22	CUS 15	BrightView Landscape Development	(54,991.22)	Cleared
10/11/22	CUS 16	Creative Sign Designs	(3,063.50)	Cleared
10/11/22	CUS 17	GeoPoint Surveying, Inc.	(9,995.00)	Cleared
10/11/22	CUS 18	SiteOne Landscape Supply, LLC	(12,721.45)	Cleared
12/13/22	CUS 19	BrightView Landscape Development	(2,889.00)	Cleared
12/13/22	CUS 20	Clearview Land Design, PL	(180.00)	Cleared
12/13/22	CUS 21	GeoPoint Surveying, Inc.	(3,600.00)	Cleared
12/13/22	CUS 22	Manatee County Utilities Department	(590.00)	Cleared
01/24/23	CUS 23	BrightView Landscape Development	(27,773.28)	Cleared
01/24/23	CUS 24	Clearview Land Design, PL	(23.45)	Cleared
01/24/23	CUS 25	Ballenger Irrigation	(2,360.00)	Cleared
01/24/23	CUS 26	BrightView Landscape Development	(4,505.00)	Cleared
01/24/23	CUS 27	LevelUp Consulting, LLC	(3,973.15)	Cleared
01/31/23	CUS 28	BrightView Landscape Development	(13,088.60)	Cleared
02/21/23	CUS 29	Clearview Land Design, PL	(1,440.00)	Cleared
03/15/23	CUS 30	LevelUp Consulting LLC	(4,053.44)	Cleared
05/04/23	CUS 31	GeoPoint Surveying, Inc.	(700.00)	Cleared
05/22/23	CUS32	BrightView Landscape Development	(19,806.00)	Cleared
05/22/23	CUS33	LevelUp Consulting LLC	(8,371.68)	Cleared
Total Requisitions:			(405,850.18)	

Total Requisitions: (405,850.18)

Total Outflows: (405,850.18)

Series 2021 Custody Account Balance at June 30, 2023 \$ -

**Eagle Pointe Community Development District
Notes to Unaudited Financial Statements
June 30, 2023**

Balance Sheet

1. Trust statement activity has been recorded through 06/30/2023.
2. See EMMA (Electronic Municipal Market Access) at <http://www.emma.msrb.org> for Municipal Disclosures and Market Data.

Tab 4

MINUTES OF MEETING

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

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the **Eagle Pointe Community Development District** will be held on **Thursday, May 4, 2023 at 12:21 p.m.** at the Eagle Pointe Clubhouse, located at 11450 Moonsail Dr., Parrish, FL 34219. The following is the agenda for this meeting:

Present and constituting a quorum:

Candice Smith	Board Supervisor, Chairman
Paul Martin	Board Supervisor, Assistant Secretary
Roger Aman	Board Supervisor, Assistant Secretary

Also present were:

Taylor Nielsen	District Manager, Rizzetta & Co., Inc.
Jere Earlywine	District Counsel; KE Law (via phone)
John Fowler	Landscape Inspection Services; Rizzetta & Co., Inc.
Joe McCallister	Clubhouse Manager, Rizzetta & Company, Inc.
Abigail Jones	Administrative Assistant, Rizzetta & Company, Inc.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Nielsen called the meeting to order and performed roll call.

SECOND ORDER OF BUSINESS

Audience Comments

The Board heard audience comments regarding the meeting/gathering room, CDD information, umbrellas, pool rules, a fitness center, toddler play equipment, room rentals, a playground fence, dog park improvements including a bench, dog waste stations, bike racks, guest parking, the game room, landscaping, streetlights, and a message board.

THIRD ORDER OF BUSINESS

BUSINESS ADMINISTRATION

A. Consideration of Minutes of the Board of Supervisors' Meeting held on November 3, 2022

The Board considered the Minutes of the Regular Meeting held on November 3, 2022 and asked if there were any questions, comments, or revisions to the minutes. There were none.

On a motion by Mr. Aman, seconded by Ms. Smith, with all in favor, the Board of Supervisors approved the Minutes of the Regular Meeting held on November 3, 2022, for the Eagle Pointe Community Development District.

B. Consideration of Minutes of the 2nd Audit Meeting held on November 3, 2022

The Board considered the Minutes of the 2nd Audit Meeting held on November 3, 2022 and asked if there were any questions, comments, or revisions to the minutes. There were none.

On a motion by Mr. Martin, seconded by Mr. Aman, with all in favor, the Board of Supervisors approved the Minutes of the Regular Meeting held on November 3, 2022, for the Eagle Pointe Community Development District.

C. Consideration of Minutes of the Landowner Meeting held on November 4, 2022

The Board considered the Minutes of the Landowner Meeting held on November 4, 2022 and asked if there were any questions, comments, or revisions to the minutes. There were none.

On a motion by Ms. Smith, seconded by Mr. Aman, with all in favor, the Board of Supervisors approved the Minutes of the Regular Meeting held on November 4, 2022, for the Eagle Pointe Community Development District.

D. Consideration of Minutes of the Special Meeting held on December 7, 2022

The Board considered the Minutes of the Special Meeting held on December 7, 2022 and asked if there were any questions, comments, or revisions to the minutes. There were none.

On a motion by Mr. Martin, seconded by Ms. Smith, with all in favor, the Board of Supervisors approved the Minutes of the Regular Meeting held on December 7, 2022, for the Eagle Pointe Community Development District.

E. Consideration of the Operation and Maintenance Expenditures for the Months of January, February & March 2023

Mr. Nielsen presented the Operation and Maintenance Expenditures for January, February & March 2023. He asked if there were any questions regarding any item of Expenditure. There were none.

On a motion by Ms. Smith, seconded by Mr. Aman, with all in favor, the Board of Supervisors approved the Operations and Maintenance Expenditures for January 2023 (\$12,136.36), February 2023 (\$39,544.81) and March 2023 (\$30,805.59), for the Eagle Pointe Community Development District.

FOURTH ORDER OF BUSINESS

BUSINESS ITEMS

A. Discussion on Amenity Facility Rental Rates

The Board approved to adopt interim rental rates for the meeting room facility, of \$150 for 4 hours (minimum duration), and \$50 per additional hour, up to 8 hours maximum. The deposit rate is \$250 and is refundable. The Board will conduct a public hearing to formally adopt rates in the August meeting agenda.

On a motion by Mr. Aman, seconded by Ms. Smith, with all in favor, the Board of Supervisors approved the Interim Amenity Facility Rental Rates, for the Eagle Pointe Community Development District.

On a motion by Mr. Aman, seconded by Ms. Smith, with all in favor, the Board of Supervisors approved to open the clubhouse facility from 9 a.m.-5 p.m. on Tuesday-Saturday, for member use by access fob, for the Eagle Pointe Community Development District.

B. Consideration of Resolution 2023-02, Designating Officers of the District

On a Motion by Ms. Smith, seconded by Mr. Aman, with all in favor, the Board of Supervisors approved Resolution 2023-02, Designating Officers of the District, for the Eagle Pointe Community Development District. Supervisor Smith was selected to serve as Chairman, Supervisor Aman as Vice Chairman, and the remaining Board Members as Assistant Secretaries

C. Ratification of Pool Maintenance Contract

On a Motion by Mr. Aman, seconded by Ms. Smith, with all in favor, the Board of Supervisors Ratified the Pool Maintenance Contract, for the Eagle Pointe Community Development District.

D. Ratification of Janitorial Maintenance Contract

On a Motion by Mr. Martin, seconded by Mr. Aman, with all in favor, the Board of Supervisors Ratified the Janitorial Maintenance Contract, for the Eagle Pointe Community Development District.

E. Ratification of Eco Logic Midge Fly Proposal

On a Motion by Mr. Martin, seconded by Mr. Aman, with all in favor, the Board of Supervisors Ratified the Eco Logic Midge Fly Proposal, for the Eagle Pointe Community Development District.

F. Consideration of Resolution 2023-03, Approving the Fiscal
Year 2023/2024 Proposed Budget and Setting the Public Hearing on the Final Budget

The Board approved the Proposed Budget for FY 23-24, as presented.

The Board requested we have consideration of aeration for the 2 ponds on Abalone Loop that have been having midge fly issues, on the next agenda.

On a Motion by Mr. Aman, seconded by Mr. Martin, with all in favor, the Board of Supervisors approved Resolution 2023-03, Approving the Fiscal Year 2023/2024 Proposed Budget, and Setting the Public Hearing on the Final Budget, for the Eagle Pointe Community Development District.

FIFTH ORDER OF BUSINESS

STAFF REPORTS

A. Clubhouse Manager

1. Presentation of Clubhouse Manager Report

The developer confirmed that there will be flooring improvements completed as soon as possible to improve the slip hazards on/around the pool deck.

B. District Counsel

No update.

C. District Engineer

No report, not present.

D. District Manager

The Board approved to move the August meeting up to 8:30a on the same day, August 3, 2023.

Mr. Nielsen announced that the next regular scheduled meeting will be held on Thursday, August 3, 2023 at 8:30 A.M.

1. Review of District Manager Report

Mr. Nielsen presented his report to the Board.

SIXTH ORDER OF BUSINESS

Supervisor Requests

The Board heard from Mr. Fowler regarding the Landscape Inspection Report.

The Board instructed the District Manager to request a new account manager from Juniper Landscape

The Board requested the District Manager to get a mulching proposal from Juniper Landscape.

SEVENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Martin, seconded by Mr. Aman, with all in favor, the Board of Supervisors adjourned the meeting at 1:50 p.m., for the Eagle Pointe Community Development District.

Secretary /Assistant Secretary

Chairman/Vice Chairman

Tab 5

MINUTES OF MEETING

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

**EAGLE POINTE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the **Eagle Pointe Community Development District** will be held on **Thursday, June 8, 2023 at 8:46 a.m.** at the Eagle Pointe Clubhouse, located at 11450 Moonsail Dr., Parrish, FL 34219. The following is the agenda for this meeting:

Present and constituting a quorum:

Candice Smith	Board Supervisor, Chairman
Roger Aman	Board Supervisor, Vice Chairman
Paul Martin	Board Supervisor, Assistant Secretary

Also present were:

Taylor Nielsen	District Manager, Rizzetta & Co., Inc.
Matt O’Nolan	District Manager, Rizzetta & Co., Inc.
Jere Earlywine	District Counsel; Kutack Rock Law (via phone)

FIRST ORDER OF BUSINESS

Call to Order

Mr. Nielsen called the meeting to order and performed roll call.

SECOND ORDER OF BUSINESS

Audience Comments

The Board heard audience comments regarding how the meeting notices are distributed.

The Board heard audience comments regarding the budget.

THIRD ORDER OF BUSINESS

**Consideration of Resolution 2023-04,
Approving Revised Proposed Budget for
FY 2023-2024 and Setting Public Hearing**

Mr. Nielsen presented the revised budget to the Board.

The Board requested to move \$3,000 from Contingency to Supervisor Fees.

On a motion by Mr. Aman, seconded by Mr. Martin, with all in favor, the Board of Supervisors adopted Resolution 2023-04, as amended, Approving Revised Proposed Budget for FY 2023-2024 and Setting Public Hearing, for the Eagle Pointe Community
--

Development District.

FOURTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Martin, seconded by Mr. Aman, with all in favor, the Board of Supervisors adjourned the meeting at 9:17 a.m., for the Eagle Pointe Community Development District.

Secretary /Assistant Secretary

Chairman/Vice Chairman

Tab 6

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures

April 2023

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2023 through April 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$48,100.60**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

**Eagle Pointe CDD
Check Register**

Company Name: Eagle Pointe CDD
Report Name: Check Register
Created on: 05/15/2023
Location: 206-001--206 General Fund

	Account	Payment date	Vendor name	Document/ check no	Payment Amount
206TRUISTOPNEW					
	206TRUISTOPNEW	04/05/2023	Action Security, Inc.	100076	\$ 195.00
	206TRUISTOPNEW	04/18/2023	Action Security, Inc.	100085	\$ 812.50
	206TRUISTOPNEW	04/24/2023	Eagle Pointe CDD	100087	\$ 1,500.00
	206TRUISTOPNEW	04/07/2023	Eco-Logic Services, LLC	100077	\$ 5,425.00
	206TRUISTOPNEW	04/03/2023	Florida Power & Light Company	ACH	\$ 2,628.10
	206TRUISTOPNEW	04/18/2023	Florida Power & Light Company	ACH	\$ 39.59
	206TRUISTOPNEW	04/20/2023	Florida Power & Light Company	ACH	\$ 1,085.04
	206TRUISTOPNEW	04/24/2023	Florida Power & Light Company	ACH	\$ 83.65
	206TRUISTOPNEW	04/14/2023	Grau & Associates, P.A.	100083	\$ 2,500.00
	206TRUISTOPNEW	04/07/2023	Innersync Studio, Ltd	100078	\$ 384.38
	206TRUISTOPNEW	04/27/2023	Jan-Pro of Manasota	100089	\$ 6,661.41
	206TRUISTOPNEW	04/14/2023	Juniper Landscaping of Florida, LLC	100080	\$ 407.31
	206TRUISTOPNEW	04/14/2023	Juniper Landscaping of Florida, LLC	100084	\$ 11,939.03
	206TRUISTOPNEW	04/05/2023	Manatee County Utilities Department	ACH	\$ 148.48
	206TRUISTOPNEW	04/05/2023	Manatee County Utilities Department	ACH	\$ 699.19
	206TRUISTOPNEW	04/18/2023	Masterpiece Design Group, LLC	100086	\$ 945.12
	206TRUISTOPNEW	04/18/2023	Peace River Electric Cooperative, Inc.	ACH	\$ 34.59
	206TRUISTOPNEW	04/05/2023	Rizzetta & Company, Inc.	100074	\$ 2,430.06
	206TRUISTOPNEW	04/05/2023	Rizzetta & Company, Inc.	100075	\$ 4,784.08
	206TRUISTOPNEW	04/14/2023	Rizzetta & Company, Inc.	100079	\$ 118.12
	206TRUISTOPNEW	04/14/2023	Rizzetta & Company, Inc.	100081	\$ 693.33
	206TRUISTOPNEW	04/14/2023	Rizzetta & Company, Inc.	100082	\$ 3,123.39
	206TRUISTOPNEW	04/20/2023	Spectrum	ACH	\$ 363.23
	206TRUISTOPNEW	04/24/2023	Suncoast Pool Service, Inc.	100088	\$ <u>1,100.00</u>
	Report Total				\$ <u>48,100.60</u>

ACTION SECURITY, INC.
1505 MANOR RD
ENGLEWOOD, FL 34223
Sales@ActionSecurityFL.com

Invoice



BILL TO
Eagle Pointe CDD Isles at Bayview c/o Rizzetta & Company, 5844 Old Pasco Rd Ste 100 Wesley Chapel, FL 33544

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
22799	04/01/2023	\$195.00	04/01/2023	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Service Plan Service plan (monthly) includes: *CCTV assistance with monitoring, video search reports, and technical issues *Preventative Maintenance on automatic gate and access control equipment (quarterly) *Database Management	1	195.00	195.00

FL Contractor ES12001404

BALANCE DUE

\$195.00

Thank you, we appreciate your business!

RECEIVED
03/31/23

ACTION SECURITY, INC.
1505 MANOR RD
ENGLEWOOD, FL 34223
Sales@ActionSecurityFL.com

Invoice



BILL TO

Eagle Pointe CDD
Isles at Bayview
c/o Rizzetta & Company, 5844 Old
Pasco Rd Ste 100 Wesley Chapel, FL
33544

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
22594	03/01/2023	\$195.00	03/01/2023	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Service Plan Service plan (monthly) includes: *CCTV assistance with monitoring, video search reports, and technical issues *Preventative Maintenance on automatic gate and access control equipment (quarterly) *Database Management	1	195.00	195.00

FL Contractor ES12001404

BALANCE DUE

\$195.00

Thank you, we appreciate your business!

RECEIVED
04/13/23

ACTION SECURITY, INC.
1505 MANOR RD
ENGLEWOOD, FL 34223
Sales@ActionSecurityFL.com

Invoice



BILL TO

Eagle Pointe CDD
c/o Rizzetta & Company
5844 Old Pasco Rd Ste 100 Wesley
Chapel, FL 33544

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
22896	04/13/2023	\$185.00	05/11/2023	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Labor 3/15/2023 Provided service per customer request, to checkout report of front amenity door not closing. Troubleshoot maglock and adjusted. Tested and left operational.	1	125.00	125.00
Trip charge	1	60.00	60.00

FL Contractor ES12001404

BALANCE DUE

\$185.00

Thank you, we appreciate your business!

RECEIVED
04/13/23

ACTION SECURITY, INC.
1505 MANOR RD
ENGLEWOOD, FL 34223
Sales@ActionSecurityFL.com

Invoice

**BILL TO**

Eagle Pointe CDD
Isles at Bayview
c/o Rizzetta & Company, 5844 Old
Pasco Rd Ste 100 Wesley Chapel, FL
33544

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
22897	04/13/2023	\$432.50	05/11/2023	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Labor 3/30 & 4/3/2023 Provided service per customer request, to inspect front door maglock after report of door will not close and reach maglock. Inspected equipment, reduce relay activation time and found PIR not suitable for application. Inform customer PIR is needed to be deactivated caused by environment of building design/site layout causing wind tunnel effect and false reads. Returned to site with tall ladder to disconnect PIR motion sensor for exit of the main door at pool atrium. Removed control wiring to tracker for PIR. Tested, verified and left operational.	2.50	125.00	312.50
Trip charge	2	60.00	120.00

FL Contractor ES12001404

BALANCE DUE

\$432.50

Thank you, we appreciate your business!

RECEIVED
04/13/23

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.crosscreeknorthcdd.org

Check Request

Amount: \$1,500.00

Date: 04/21/23

Payable to: Eagle Pointe CDD

Address: 3434 Colwell Ave., Ste 200
Tampa, FL 33614

Description: Initial Funding – Debit Card.

Requestor: Tiffany Judd, Senior Accountant

Special Instructions:

Take Check to Truist Bank and Deposit into
Debit Card Account

Approved by: _____

PO Box 18204
Sarasota, FL 34276

Date	Invoice #
4/2/2023	2726

Eagle Point CDD
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912

Description		Amount
Wetland Buffer Maintenance in Phase 1A for March 2023		975.00
Wetland Buffer Maintenance in Phase 1B for March 2023		250.00
Wetland Buffer Maintenance in Phase 2 for March 2023		500.00
Wetland Buffer Maintenance in Phase 3 (Wetland J) for March 2023		200.00
Upland Preserve Maintenance in Phase 1 for March 2023		225.00
Upland Preserve Maintenance in Phase 2 for March 2023		550.00
Upland Preserve Maintenance in Phase 3 for March 2023		500.00
Mitigation Maintenance for Phase 1 for March 2023		450.00
Mitigation Maintenance for Phase 2 for March 2023		175.00
Lake Maintenance Services in Phase 1A for March 2023		750.00
Lake Maintenance Services in Phase 1B for March 2023		300.00
Lake Maintenance Services in Phase 2 for March 2023		200.00
Lake Maintenance Services in Phase 3 for March 2023		175.00
Maintenance of sump and ditches for March 2023		175.00
	Total	\$5,425.00



EAGLE POINTE CDD,
Here's what you owe for this billing period.

CURRENT BILL**\$2,628.10**

TOTAL AMOUNT YOU OWE

Apr 12, 2023

NEW CHARGES DUE BY

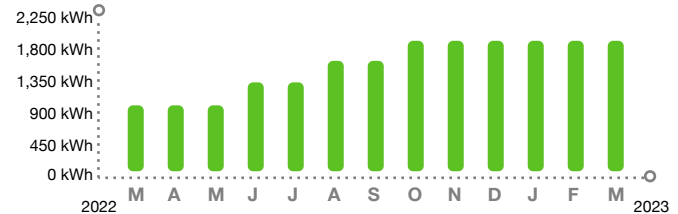
BILL SUMMARY

Amount of your last bill	2,628.10
Payments received	-2,628.10
Balance before new charges	0.00
Total new charges	2,628.10
Total amount you owe	\$2,628.10

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

The Florida Public Service Commission approved new FPL rates to balance fuel and hurricane costs that will take effect in April. State regulators are reviewing FPL's plan to reduce bills in May. Learn more at [FPL.com/Rates](https://www.fpl.com/rates).

Electric Bill Statement**For:** Feb 20, 2023 to Mar 22, 2023 (30 days)**Statement Date:** Mar 22, 2023**Account Number:** 94944-10112**Service Address:**STREET LIGHTS # ISLES AT BAYVI
PALMETTO, FL 34221**ENERGY USAGE HISTORY****KEEP IN MIND**

- Payments received after April 12, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after April 02, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.

Customer Service: (941) 917-0512
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

The amount enclosed includes
the following donation:
FPL Care To Share: _____

Make check payable to FPL
in U.S. funds and mail along with
this coupon to:

EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/paybill)
for ways to pay.

94944-10112

ACCOUNT NUMBER

\$2,628.10

TOTAL AMOUNT YOU OWE

Apr 12, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
94944-10112

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	2,628.10
Payment received - Thank you	-2,628.10
Balance before new charges	\$0.00

New Charges

Rate: SL-1 STREET LIGHTING SERVICE

Electric service amount **	2,449.11
Gross receipts tax (State tax)	3.90
Florida sales tax (State tax)	148.77
County sales tax (Local tax)	24.55
Taxes and charges	177.22
Regulatory fee (State fee)	1.77
Total new charges	\$2,628.10
Total amount you owe	\$2,628.10

FPL automatic bill pay - DO NOT PAY

** Your electric service amount includes the following charges:

Non-fuel energy charge:	\$0.033820 per kWh
Fuel charge:	\$0.039830 per kWh

METER SUMMARY

Next bill date Apr 21, 2023.

Usage Type	Usage
Total kWh used	2002

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Mar 22, 2023	Feb 20, 2023	Mar 22, 2022
kWh Used	2002	2002	1012
Service days	30	30	29
kWh/day	67	67	35
Amount	\$2,628.10	\$2,628.10	\$1,280.20

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

[Download now](#) ›

Outstanding reliability

For the seventh time in eight years, FPL earned top national honors for service reliability.

[See more](#) ›

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.



Customer Name:
EAGLE POINTE CDD

Account Number:
94944-10112

FPL.com Page 1

ESLA

For: 02-20-2023 to 03-22-2023 (30 days)

kWh/Day: 67

Service Address:

STREET LIGHTS # ISLES AT BAYVI
PALMETTO, FL 34221

Detail of Rate Schedule Charges for Street Lights

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
F863226	65	7000	F	91		2,002	
Energy					0.800000		72.80
Non-energy					10.500000		955.50
Fixtures					1.450000		131.95
Maintenance							
PMF0001				91			
Non-energy					9.610000		874.51
Fixtures							
UCNP				4,464			
Non-energy					0.048650		217.17
Maintenance							
Additional lighting facility charge							
Non-energy							118.00

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390



Customer Name:
EAGLE POINTE CDD

Account Number:
94944-10112

FPL.com Page 2

ESLA

For: 02-20-2023 to 03-22-2023 (30 days)

kWh/Day: 67

Service Address:

STREET LIGHTS # ISLES AT BAYVI
PALMETTO, FL 34221

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
Energy sub total							72.80
Non-energy sub total							2,297.13
Sub total						2,002	2,369.93
Energy conservation cost recovery							0.76
Capacity payment recovery charge							0.32
Environmental cost recovery charge							0.88
Transition rider credit							-8.29
Storm protection recovery charge							5.77
Fuel charge							79.74
Electric service amount							2,449.11
Gross receipts tax (State tax)							3.90
Regulatory fee (State fee)							1.77
Florida sales tax (State tax)							148.77
County sales tax (Local tax)							24.55
Total						2,002	2,628.10

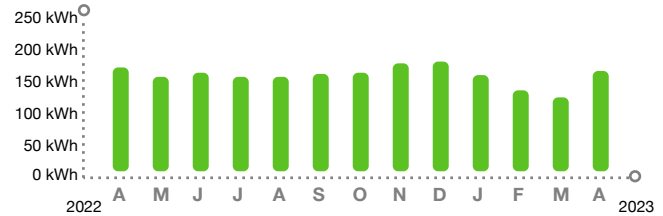
* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

**Electric Bill Statement****For:** Mar 8, 2023 to Apr 7, 2023 (30 days)**Statement Date:** Apr 7, 2023**Account Number:** 77602-89491**Service Address:**11004 MOONSAIL DR # SIGN
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$39.59**

TOTAL AMOUNT YOU OWE

Apr 28, 2023

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	34.60
Payments received	-34.60
Balance before new charges	0.00
Total new charges	39.59
Total amount you owe	\$39.59

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payments received after April 28, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after April 18, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- Your bill is subject to a minimum base bill charge. Please visit [FPL.com/rates](https://www.fpl.com/rates) for details.

The Florida Public Service Commission approved new FPL rates to balance fuel and hurricane costs effective April 1, 2023 and an additional fuel charge reduction effective May 1, 2023. Learn more at [FPL.com/Rates](https://www.fpl.com/rates).

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

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3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

77602-89491

ACCOUNT NUMBER

\$39.59

TOTAL AMOUNT YOU OWE

Apr 28, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
77602-89491

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	34.60
Payment received - Thank you	-34.60
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Base charge: \$12.68

Minimum base bill charge: \$0.04

Non-fuel: (\$0.094820 per kWh) \$16.21

Fuel: (\$0.039680 per kWh) \$6.79

Electric service amount 35.72

Gross receipts tax (State tax) 0.92

Florida sales tax (State tax) 2.55

County sales tax (Local tax) 0.37

Taxes and charges 3.84

Regulatory fee (State fee) 0.03

Total new charges \$39.59

Total amount you owe \$39.59

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter ACD2629. Next meter reading May 8, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	03474		03303		171

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Apr 7, 2023	Mar 8, 2023	Apr 7, 2022
kWh Used	171	126	177
Service days	30	29	30
kWh/day	6	4	6
Amount	\$39.59	\$34.60	\$35.34

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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**Electric Bill Statement****For:** Dec 13, 2022 to Jan 7, 2023 (25 days)**Statement Date:** Jan 7, 2023**Account Number:** 09468-99440**Service Address:**11450 MOONSAIL DR # AMNTY
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$1,285.04**

TOTAL AMOUNT YOU OWE

May 9, 2023

NEW CHARGES DUE BY

KEEP IN MIND

- Thank you for enrolling in the FPL E-Mail Bill program. Now that you are participating, THIS WILL BE THE LAST PAPER BILL YOU RECEIVE FROM FPL. You will be notified of future bills by e-mail.
- Payments received after May 09, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- This billing period is less than a month; bill factors are available upon request.
- The Service/Initial Charge is a one-time charge to defray administrative costs required to start your electric service or to make a change to your account at your request.
- As a business customer, you may qualify for a Florida Sales Tax exemption on your electric bill. Call the Florida Department of Revenue at 1-800-352-3671 to determine if you qualify, or visit www.FPL.com/taxexemption for further information.
- The rate used to calculate your bill has changed due to your demand usage. Call Customer Service if you have any questions.

BILL SUMMARY

Additional Activity	200.00
Balance before new charges	200.00*
Total new charges	1,085.04
Total amount you owe	\$1,285.04

***This \$200.00 is PAST DUE -- PLEASE PAY IMMEDIATELY**

(See page 2 for bill details.)

RECEIVED
04/19/23

The Florida Public Service Commission approved new FPL rates to balance fuel and hurricane costs effective April 1, 2023 and an additional fuel charge reduction effective May 1, 2023. Learn more at FPL.com/Rates.

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 27 20000 5205094689944054058210000

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TAMPA FL 33614-8390

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GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit FPL.com/PayBill
for ways to pay.

09468-99440

ACCOUNT NUMBER

\$1,285.04

TOTAL AMOUNT YOU OWE

May 9, 2023

NEW CHARGES DUE BY

\$

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
09468-99440

FPL.com Page 2

E001

BILL DETAILS

Additional activity	
Deposit Balance Due	200.00
Balance before new charges	\$200.00 *

New Charges

Rate: GSD-1 GENERAL SERVICE DEMAND

Electric service amount	968.45
Gross receipts tax (State tax)	24.85
Florida sales tax (State tax)	69.08
County sales tax (Local tax)	9.94
Taxes and charges	103.87
Initial Charge	12.00
Regulatory fee (State fee)	0.72
Total new charges	\$1,085.04

Total amount you owe \$1,285.04

***This \$200.00 is PAST DUE -- PLEASE PAY IMMEDIATELY**

METER SUMMARY

Meter reading - Meter KU02723. Next meter reading Feb 7, 2023.

Usage Type	Current	- Previous	x Const	= Usage
kWh used	00084	00000	100	8400
Demand KW	.41		100.00	41

ENERGY USAGE

	This Month
Service to	Jan 7, 2023
kWh Used	8400
Service days	25
kWh/day	336
Amount	\$1,073.04

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

View your rates

We look forward to serving you. Please follow this link to view your current rates.

[FPL.com/Rates](https://www.fpl.com/Rates)

Watch savings add up

Receive a monthly bill credit by allowing FPL Business On Call® to cycle off your A/C when necessary.

[FPL.com/BusinessOnCall](https://www.fpl.com/BusinessOnCall)

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Careful avoidance of power lines is extremely important during yard work.

[FPL.com/Trees](https://www.fpl.com/Trees)

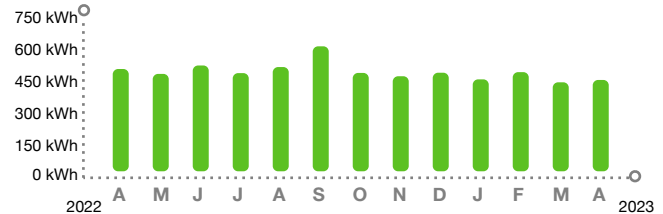
When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

**Electric Bill Statement****For:** Mar 14, 2023 to Apr 13, 2023 (30 days)**Statement Date:** Apr 13, 2023**Account Number:** 62286-79491**Service Address:**8205 BARRIER COAST TRL # ENTRY
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$83.65**

TOTAL AMOUNT YOU OWE

May 4, 2023

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	75.12
Payments received	-75.12
Balance before new charges	0.00
Total new charges	83.65
Total amount you owe	\$83.65

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payments received after May 04, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after April 24, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

RECEIVED
04/17/23

The Florida Public Service Commission approved new FPL rates to balance fuel and hurricane costs effective April 1, 2023 and an additional fuel charge reduction effective May 1, 2023. Learn more at [FPL.com/Rates](https://www.fpl.com/Rates).

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
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62286-79491

ACCOUNT NUMBER

\$83.65

TOTAL AMOUNT YOU OWE

May 4, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
62286-79491

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	75.12
Payment received - Thank you	-75.12
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Base charge: \$12.68

Non-fuel: (\$0.094820 per kWh) \$44.28

Fuel: (\$0.039680 per kWh) \$18.53

Electric service amount 75.49

Gross receipts tax (State tax) 1.94

Florida sales tax (State tax) 5.39

County sales tax (Local tax) 0.77

Taxes and charges 8.10

Regulatory fee (State fee) 0.06

Total new charges \$83.65

Total amount you owe \$83.65

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter ACD2627. Next meter reading May 12, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	10551		10084		467

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Apr 13, 2023	Mar 14, 2023	Apr 13, 2022
kWh Used	467	455	523
Service days	30	29	30
kWh/day	16	16	17
Amount	\$83.65	\$75.12	\$78.63

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
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Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

*Eagle Pointe Community Development District
2700 S. Falkenburg Road, Suite 2745
Riverview, FL 33578*

Invoice No. 23845
Date 04/04/2023

SERVICE	AMOUNT
Audit FYE 09/30/2022	\$ <u>2,500.00</u>
Current Amount Due	\$ <u>2,500.00</u>

RECEIVED
04/10/23

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
2,500.00	0.00	0.00	0.00	0.00	2,500.00

Payment due upon receipt.

INVOICE

BILL TO

Eagle Pointe CDD
12750 Citrus Park Lane
Tampa, FL 33625

INVOICE # 21175**DATE** 04/01/2023**DUE DATE** 04/16/2023**TERMS** Net 15

DESCRIPTION	AMOUNT
CDD Website Services - Hosting, support and training	150.00
CDD Ongoing PDF Accessibility Compliance Service	234.38
<hr/>	
Quarterly service	BALANCE DUE
	\$384.38

RECEIVED
04/01/23

TFR Cleaning Services Inc dba Jan-Pro of
Manasota
7361 International Place #408
Sarasota, FL 34240

Invoice

PAST DUE

3/2/2023

1099

Eagle Pointe CDD
3434 Colwell Ave Ste 200
Tampa, FL 33614

P.O. No.	Terms	Due Date	Rep
SUPPLIES	Net 10	3/11/2023	259JM

FEBRUARY 2023 SUPPLIES

Janitorial Supplies by Jan-Pro of Manasota

282.59

ORDER:7372356733 DATED: 012623

ITEMS: (1) Multifold Towels, (1) Jumbo 2-Ply Toilet Paper, , (1) BLK 55-60 Gal
Trash Bags, (1) 12-16 Gallon Trash Bags,(1) Urinal Screens,(2) 4 Gal Trash
Bags,(1) Waxed Paper Sanitary Disposal Liners, (1) 1 Gal Hand Soap Refill, (1)
6/pack Hand Soap Bottles

Sales Tax (0.0%) \$0.00

Total \$282.59

Balance Due \$282.59

Phone #	Fax #
941-907-8141	941-907-8142

TFR Cleaning Services Inc dba Jan-Pro of
Manasota
7361 International Place #408
Sarasota, FL 34240

Invoice

PAST DUE

1/31/2023

75483

Eagle Pointe CDD
3434 Colwell Ave Ste 200
Tampa, FL 33614

P.O. No.	Terms	Due Date	Rep
	Net 20	2/20/2023	259JM

FEES FOR

374.82

JANITORIAL SERVICES; Pro-Rated Monthly Cleaning per Agreement -
Started 012523

LOCATION: Isles of Bayview 11450 Moonsail Dr Parrish, FL 34221

Sales Tax (0.0%) \$0.00

Total \$374.82

Balance Due \$374.82

Phone #	Fax #
941-907-8141	941-907-8142

RECEIVED
04/26/23

TFR Cleaning Services Inc dba Jan-Pro of
Manasota
7361 International Place #408
Sarasota, FL 34240

Invoice

PAST DUE

2/9/2023

75484

Eagle Pointe CDD
3434 Colwell Ave Ste 200
Tampa, FL 33614

P.O. No.	Terms	Due Date	Rep
	Net 20	3/1/2023	259JM

FEES FOR
JANITORIAL SERVICES; Monthly Cleaning per Agreement - February 2023
Services

1,623.00

LOCATION: Isles of Bayview 11450 Moonsail Dr Parrish, FL 34221

Sales Tax (0.0%) \$0.00

Total \$1,623.00

Balance Due \$1,623.00

Phone #	Fax #
941-907-8141	941-907-8142

RECEIVED
04/26/23

TFR Cleaning Services Inc dba Jan-Pro of
Manasota
7361 International Place #408
Sarasota, FL 34240

Invoice

PAST DUE

3/16/2023

75920

Eagle Pointe CDD
3434 Colwell Ave Ste 200
Tampa, FL 33614

P.O. No.	Terms	Due Date	Rep
	Net 10	3/25/2023	HOUSE

DATE: Work Completed 030523

FEES FOR JANITORIAL

425.00

SPECIAL SERVICES; Clubhouse Building Soft PW Clean (by 265SB)

FEES FOR JANITORIAL

175.00

SPECIAL SERVICES; Pool House PW Clean (by 265SB)

FEES FOR JANITORIAL

395.00

SPECIAL SERVICES; Clubhouse Windows In/Out (by 265SB)

DATE: Work Completed 021523

FEES FOR JANITORIAL

140.00

SPECIAL SERVICES; Trash Picked Up & Disposed (by SH)

NOTE: Includes 55 Gal Trash Bags Purchased/Delivered/Used

LOCATION: Isles of Bayview 11450 Moonsail Dr Parrish, FL 34221

Sales Tax (0.0%) \$0.00

Total \$1,135.00

Balance Due \$1,135.00

Phone #	Fax #
941-907-8141	941-907-8142

RECEIVED
04/26/23

TFR Cleaning Services Inc dba Jan-Pro of
Manasota
7361 International Place #408
Sarasota, FL 34240

Invoice

4/25/2023 76720

Eagle Pointe CDD
3434 Colwell Ave Ste 200
Tampa, FL 33614

P.O. No.	Terms	Due Date	Rep
	Net 20	5/15/2023	259JM

FEES FOR 1,623.00
JANITORIAL SERVICES; Monthly Cleaning per Agreement - Mar 2023

FEES FOR 1,623.00
JANITORIAL SERVICES; Monthly Cleaning per Agreement - Apr 2023

LOCATION: Isles of Bayview 11450 Moonsail Dr Parrish, FL 34221

Sales Tax (0.0%) \$0.00

Total \$3,246.00

Balance Due \$3,246.00

Phone #	Fax #
941-907-8141	941-907-8142

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
 PO Box 628395
 Orlando FL 32862-8395



Invoice 207820

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
03/31/23	4/30/2023
Account Owner	PO#
Brad Amos	

Item	Qty/UOM	Rate	Ext. Price	Amount
#205943 - March 2023 Wet Check Repair				\$407.31

IRRIGATION REPAIRS - 03/15/2023

HUNTER FIXED NOZZLE	9.00EA	\$3.11	\$27.95
Hunter PGP Ultra Adjustable Rotor 4 in. Riser with 3.0 Nozzle - PGP0430	4.00EA	\$42.79	\$171.16
Irrigation Labor	1.00HR	\$75.00	\$75.00
Rain Bird 1806 Spray Body NSI 6 in. Pop Up No Side Inlet	8.00EA	\$14.74	\$117.91

Fuel Surcharge 3.9% - 03/07/2023

Fuel Surcharge	392.00EA	\$0.04	\$15.29
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RECEIVED
04/04/23

Grand Total \$407.31

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$2,907.01	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com
 321-348-6884

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
PO Box 628395
Orlando FL 32862-8395



Invoice 207694

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
03/31/23	4/30/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#205008 - Adnoidia Palm Replacement	\$1,220.00
<i>Plant Material - 03/28/2023</i>	
<i>Enhancement Irrigation - 03/28/2023</i>	

RECEIVED
04/04/23

Grand Total \$1,220.00

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$2,184.78	\$0.00	\$0.00	\$0.00	\$0.00

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JuniperLandscaping.com
321-348-6884

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PO Box 628395
Orlando FL 32862-8395



Invoice 207695

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
03/31/23	4/30/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#205021 - Replant Oak Trees Along Carter Road	\$964.78
Site Prep - 03/29/2023	
Enhancement Irrigation - 03/28/2023	

RECEIVED
04/04/23

Grand Total \$964.78

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$2,184.78	\$0.00	\$0.00	\$0.00	\$0.00

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Thank you for allowing us to serve you.

JuniperLandscaping.com
321-348-6884

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Juniper Landscaping of Florida, LLC
 PO Box 628395
 Orlando FL 32862-8395



Invoice 207819

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
03/31/23	4/30/2023
Account Owner	PO#
Brad Amos	

Item	Qty/UOM	Rate	Ext. Price	Amount
#205228 - March 2023 Wet Check Repair				\$314.92
<i>IRRIGATION REPAIRS - 03/15/2023</i>				
Bubblers	1.00EA	\$3.37	\$3.37	
HUNTER FIXED NOZZLE	9.00EA	\$3.11	\$27.95	
Hunter PGP Ultra Adjustable Rotor 4 in. Riser with 3.0 Nozzle - PGP0430	2.00EA	\$42.79	\$85.58	
Irrigation Labor	1.50HR	\$75.00	\$112.50	
Rain Bird 1806 Spray Body NSI 6 in. Pop Up No Side Inlet	5.00EA	\$14.74	\$73.70	
<i>Fuel Surcharge 3.9% - 03/01/2023</i>				
Fuel Surcharge	303.00EA	\$0.04	\$11.82	

RECEIVED
04/04/23

Grand Total \$314.92

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$2,907.01	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com
 321-348-6884

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
PO Box 628395
Orlando FL 32862-8395



Invoice 207834

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
03/23/23	4/22/2023
Account Owner	PO#
Brad Amos	

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

#193867 - Eagle Pointe CDD - 2023 Maintenance Contract

March Bahia Fert - 03/23/2023	\$900.00
March Ornamental Fert - 03/23/2023	\$1,200.00
March Palm Fert - 03/23/2023	\$750.00
Insect and Disease Control - 03/23/2023	\$400.00

RECEIVED
04/04/23**Grand Total \$3,250.00**

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$6,157.01	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

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Thank you for allowing us to serve you.

JuniperLandscaping.com
321-348-6884

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
PO Box 628395
Orlando FL 32862-8395



Invoice 208193

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
04/01/23	5/1/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#193867 - Eagle Pointe CDD - 2023 Maintenance Contract April 2023	\$6,189.33

RECEIVED
04/05/23

Grand Total \$6,189.33

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$12,346.34	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com
321-348-6884

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
P. O. BOX 25010
BRADENTON, FL 34206-5010
PHONE: (941) 792-8811
www.mymanatee.org/utilities

ACCOUNT NUMBER: 327091-171006
EAGLE POINTE CDD
11005 MOONSAIL DR

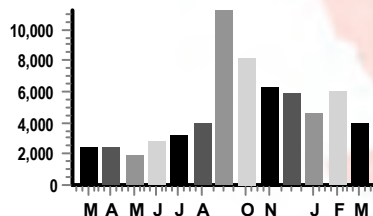
BILLING DATE: 28-MAR-2023
DUE DATE: 18-APR-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						221.48
Payments Received:						221.48
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			96643	100656	4013	
Reclaim Water Common Area						148.48
Total New Charges						148.48
Total Amount Due:						\$148.48

RECLAIM WATER NON-WASTEWATER

Hundreds of Gallons



PLEASE do not put hazardous liquids down the drain. One oil change can pollute one million gallons of water. Manatee County has a Hazardous Waste drop off at 3333 Lena Road: FREE TO RESIDENTS. Call 941.792.8811 for more information.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
P.O. BOX 25010
BRADENTON, FLORIDA 34206-5010

☐ CHANGE OF MAILING ADDRESS
(Check Box And See Reverse Side)

SERVICE ADDRESS	11005 MOONSAIL DR
ACCOUNT NUMBER	327091-171006
BILLING DATE	28-MAR-2023
DUE DATE	18-APR-2023
TOTAL AMOUNT NOW DUE:	\$148.48

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0328A 7000005097 00.0018.0160 5057/2 5057 1 MB 0.531

EAGLE POINTE CDD
3434 COLWELL AVE
TAMPA, FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
PO BOX 25350
BRADENTON FL 34206-5350

000327091200000148480171006

MCUD reserves the right to discontinue service for non-payment. Reinstatement of service requires payment of all delinquent charges and a reinstatement fee. Services will be reinstated the next business day.

All returned payments (non-sufficient funds, account closed, etc.) are subject to a minimum \$25 returned payment fee.

RESIDENTIAL POTABLE QUANTITY CHARGE INDIVIDUAL RESIDENTIAL METERS

0 - 6,000 Gallons	\$ 2.35
6,000 - 15,000 Gallons	\$ 2.94
15,000 - 20,000 Gallons	\$ 7.07
Over 20,000 Gallons	\$10.62

PER 1,000 GALLONS

For more rate information visit www.mymanatee.org/utilities

WASTE WATER (SEWER) QUANTITY RATES

0 - 10,000 Gallons	\$ 5.20
--------------------	---------

PER 1,000 GALLONS

PAY BY MAIL: Send payment with lower portion of the statement to: MCUD, P.O. Box 25350, Bradenton, FL 34206-5350

PAY ONLINE: Use the Customer Web Access Program (CWA) at www.mymanatee.org/cwa.

PAY BY PHONE: Call 866-257-0749 and follow prompts to pay your bill.

Hurricane Season Hints and Reminders:

- Trim trees and prepare yards in March and April. Do NOT wait until a storm is approaching.
- Garbage collections may be suspended prior to landfall for safety reasons.
- Sign-up for CodeRed at www.mymanatee.org.
- If a storm is approaching or hits; monitor www.mymanatee.org/utilities and the local news outlets for specific information and instructions.
- If debris results, remember proper separation is important to ensure collection. (See adjacent graph)

Separating Your Debris
Debris should be placed curbside, without blocking the roadway or storm drains.

NO PICKUP ZONE
Any debris placed from the sidewalk toward your property will not be picked up.

DEBRIS SEPARATION
Separate debris into the six categories shown below.

DO NOT STACK OR LEAN
Placing debris near or on trees, poles, or other structures makes removal difficult. This includes fire hydrants and meters.

UNSURE WHERE TO PLACE DEBRIS?
If you don't have a sidewalk, ditch, or utility line in front of your house, place debris at the edge of your property before the curb.

Storm debris collection information for unincorporated residents

- Leaves should be in a container bagged for collection
- White goods should be emptied before being placed at the curb
- No other special preparation is needed
- Mixed piles will NOT be collected

For more information, visit www.mymantee.org/garbage

Normal Household Trash
Normal household trash and bagged debris of any kind will not be picked up with disaster debris. You should continue to follow your normal garbage removal schedule.

VEGETATIVE DEBRIS
(put in bags)
• Leaves
• Logs
• Plants
• Tree branches

CONSTRUCTION & DEMOLITION DEBRIS
• Building materials
• Carpet
• Drywall
• Furniture
• Lumber
• Mattresses
• Plumbing

APPLIANCES & WHITE GOODS
• Air conditioners
• Dishwashers
• Freezers
• Refrigerators
• Stoves
• Washers, dryers
• Water heaters

PAYMENT LOCATIONS

Manatee County Utilities Department LOBBY CLOSED

24 Hour Drive-Thru Drop Box
4410 66th St. W.
Bradenton, FL 34210

Pay by phone 24/7
866-257-0749

Amscot Locations - Cash only
There is a convenience fee for using this service

Walmart Locations
There is a convenience fee for using this service

For other convenient payment options visit:
www.mymanatee.org/utilities

Manatee County Tax Collector Offices 24 Hour Drop Box Locations

819 301 Blvd. W.
Bradenton, FL 34205

6007 111th St. E.
Bradenton, FL 34211

4333 US 301 N.
Ellenton, FL 34222

MAILING ADDRESS CHANGE

Address: _____

City: _____ State: _____ Zip: _____

Home #: _____ Cell #: _____

Contact Name: _____ Phone: _____

Mailing address changes are not effective until registered with the United States Post Office.
Complete an official change of address form at your local post office or visit www.usps.com

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
P. O. BOX 25010
BRADENTON, FL 34206-5010
PHONE: (941) 792-8811
www.mymanatee.org/utilities

ACCOUNT NUMBER: 327091-179835
EAGLE POINTE CDD
11450 MOONSAIL DR

BILLING DATE: 28-MAR-2023
DUE DATE: 18-APR-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS		PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
			Previous Balance:				893.81
			Payments Received:				893.81
			Balance Forward:				0.00
02/15	03/21	34	Wtr Com. Individual Water Usage	1405	1868	463	108.81
			Cost Of Basic Service				58.12
			Reclaim Wtr WasteWtr Cust	714	2514	1800	66.60
			Reclaim Water Common Area				66.60
			Swr Com Individual Sewer Usage			463	240.76
			Cost Of Basic Service				164.33
			F2_Com. Solid Waste				
			Commercial Can				60.57
			Total New Charges				699.19
			Total Amount Due:				\$699.19

COMM. IND WATER HISTORY

Hundreds of Gallons



RECLAIM WATER WASTEWATER

Hundreds of Gallons



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SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
P.O. BOX 25010
BRADENTON, FLORIDA 34206-5010

☐ CHANGE OF MAILING ADDRESS
(Check Box And See Reverse Side)

SERVICE ADDRESS	11450 MOONSAIL DR
ACCOUNT NUMBER	327091-179835
BILLING DATE	28-MAR-2023
DUE DATE	18-APR-2023
TOTAL AMOUNT NOW DUE:	\$699.19

AMOUNT PAID

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0328A 9000000077 00.0000.0066 75/1



EAGLE POINTE CDD
3434 COLWELL AVE
TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
PO BOX 25350
BRADENTON FL 34206-5350

000327091200000699190179835

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PER 1,000 GALLONS

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0 - 10,000 Gallons	\$ 5.20
--------------------	---------

PER 1,000 GALLONS

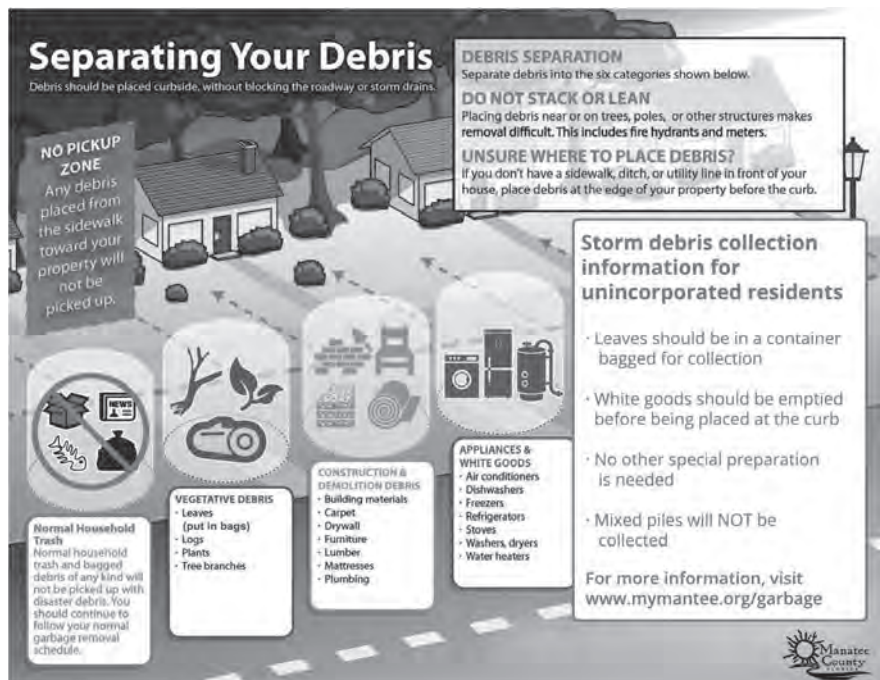
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Manatee County Utilities Department LOBBY CLOSED

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6007 111th St. E.
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4333 US 301 N.
Ellenton, FL 34222

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City: _____ State: _____ Zip: _____

Home #: _____ Cell #: _____

Contact Name: _____ Phone: _____

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**Peace River Electric
Cooperative, Inc.**

Your Touchstone Energy® Cooperative

Customer Care 800-282-3824 8am - 5pm M-F
Pay by Phone 855-386-9924 24/7
Outage 800-282-3824 24/7
Website www.preco.coop



**EAGLE POINTE CDD
CANICE SMITH**

Bill Date
Account #
Member #

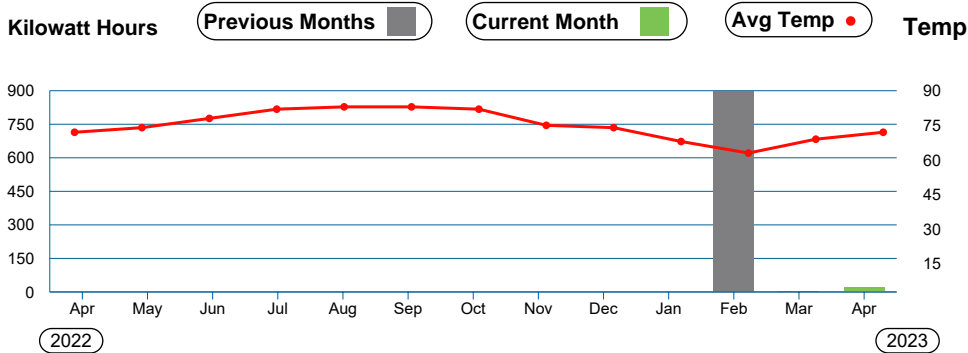
04/03/2023
182570001
200199

**TOTAL
AMOUNT DUE**

\$34.59

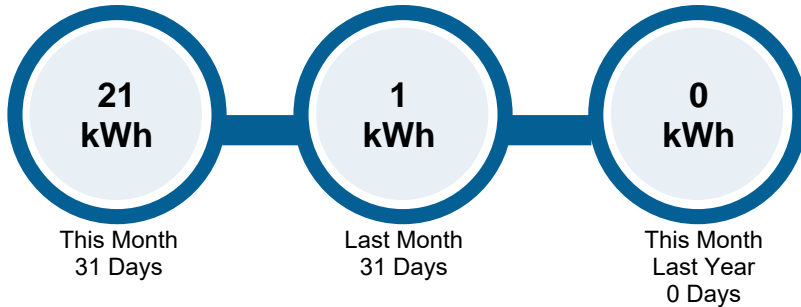
Pay by
04/24/2023

Monthly Energy Use

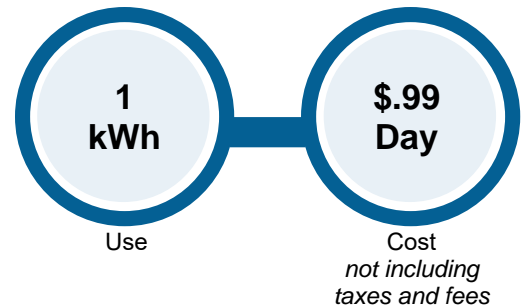


Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison



Your Average Daily Use



Please make check payable to PRECO in U.S. funds and return this portion with your payment.



**Peace River Electric
Cooperative, Inc.**

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account #
Service Address

182570001
11404 CARTER RD

Total Amount Due
Pay by 04/24/2023

\$34.59

☐ Check here to indicate address or phone # change on back.



EAGLE POINTE CDD
CANICE SMITH
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

4 579

PEACE RIVER ELECTRIC COOPERATIVE, INC.
PO BOX 1547
WAUCHULA FL 33873-1547



110260182570001000003459000004459040320238

Account
182570001

Service Address
11404 CARTER RD

Service Description
IRRIGATION

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
38346673	02/24/2023	03/27/2023	899	920	1.0	21	5.096
Account Summary				Current Charges			
Previous Balance			\$483.03	Facilities Use Charge			\$28.00
Payment(s) Made			-\$483.03	Energy Charge			21 kWh @ 0.121 \$2.54
Balance Forward			\$0.00	CPA			21 kWh @ 0.002 \$0.04
Current Charges			\$34.59	Property Tax Recovery Fee			\$0.66
Total Amount Due			\$34.59	Gross Receipts Tax			\$0.80
				Florida Sales Tax			\$2.23
				Manatee County Tax			\$0.32
				Total Current Charges			\$34.59
				Total Amount Due			
				\$34.59			

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

Invoice

Date	Invoice #
3/31/2023	INV0000078944

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
March	Upon Receipt	00060

Description	Qty	Rate	Amount
Personnel Reimbursement	1.00	\$2,430.06	\$2,430.06
		Subtotal	\$2,430.06
		Total	\$2,430.06

RECEIVED
04/03/23

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

Invoice

Date	Invoice #
4/1/2023	INV0000078807

Bill To:

EAGLE POINTE CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
April	Upon Receipt	00206

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,591.17	\$1,591.17
Administrative Services	1.00	\$397.83	\$397.83
Financial & Revenue Collections	1.00	\$318.25	\$318.25
Landscape Consulting Services	1.00	\$600.00	\$600.00
Management Services	1.00	\$1,776.83	\$1,776.83
Website Compliance & Management	1.00	\$100.00	\$100.00
		Subtotal	\$4,784.08
		Total	\$4,784.08

RECEIVED
03/27/23

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

Invoice

Date	Invoice #
3/31/2023	INV0000078972

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
March	Upon Receipt	00060

Description	Qty	Rate	Amount
Cell Phone	50.00	\$1.00	\$50.00
Auto Mileage & Travel	68.12	\$1.00	\$68.12
		Subtotal	\$118.12
		Total	\$118.12

RECEIVED
04/06/23

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

Invoice

Date	Invoice #
1/10/2023	INV0000074968

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
January	Upon Receipt	00060

Description	Qty	Rate	Amount
Amenity Management & Oversight	1.00	\$693.33	\$693.33
		Subtotal	\$693.33
		Total	\$693.33

RECEIVED
01/10/23

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

Invoice

Date	Invoice #
4/14/2023	INV0000079447

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
April	Upon Receipt	00060

[illegible]



March 24, 2023
Invoice Number: 0020941032423
Account Number: **8338 12 015 0020941**
Security Code:
Service At: 11450 MOONSAIL DR
PARRISH FL 34219-1872

Contact Us

Visit us at SpectrumBusiness.net
Or, call us at 1-866-519-1263

Summary

Service from 03/24/23 through 04/23/23
details on following pages

Previous Balance	348.79
Payments Received -Thank You!	-169.92
Adjustments	4.99
Past Due Balance - Due Now	\$183.86
Spectrum Business™ TV	19.99
Spectrum Business™ Internet	127.97
Spectrum Business™ Voice	19.99
One-Time Charges	8.95
Taxes, Fees and Charges	2.47
Current Charges Due By 04/10/23	\$179.37
Total Due	\$363.23

Total Due \$363.23 was paid via ACH on 4/19/23

Please code to 57200-4103

ACTION REQUIRED: ACCOUNT STATUS DELINQUENT

Your account is now in a delinquent status. The total delinquent amount is due immediately and must be paid to avoid collections activity including, potential service suspension. If you resume service after disconnection due to nonpayment, your past due balance, along with first month of service and a reconnection fee will be required.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8338 1200 NO RP 24 03252023 NNNNNYNN 01 000635 0004

EAGLEPOINT COMMUNITY DEVELOPMENT
11450 MOONSAIL DR
PARRISH FL 34219



March 24, 2023

EAGLEPOINT COMMUNITY

Invoice Number: 0020941032423
Account Number: 8338 12 015 0020941
Service At: 11450 MOONSAIL DR
PARRISH FL 34219-1872

Total Due	\$363.23
Amount you are enclosing	\$

Please Remit Payment To:

CHARTER COMMUNICATIONS
PO BOX 7186
PASADENA CA 91109-7186



833812015002094100363234



Invoice Number: 0020941032423
 Account Number: 8338 12 015 0020941
 Security Code:

EAGLEPOINT COMMUNITY DEVELOPMENT

Contact UsVisit us at SpectrumBusiness.net

Or, call us at 1-866-519-1263

8338 1200 NO RP 24 03252023 NNNNNYNN 01 000635 0004

Charge Details

Previous Balance		348.79
One-time EFT Payment	03/21	-169.92

Payments received after 03/24/23 will appear on your next bill.

Adjustments

Reconnection Fee	03/24	4.99
Adjustments Total		\$4.99

Past Due Balance - Due Now	\$183.86
-----------------------------------	-----------------

Service from 03/24/23 through 04/23/23

Spectrum Business™ TV

Spectrum Business TV	24.99
Essentials	
Promotional Discount	-5.00
\$19.99	

Spectrum Business™ TV Total	\$19.99
------------------------------------	----------------

Spectrum Business™ Internet

Security Suite	0.00
Domain Name	0.00
Vanity Email	0.00
Static IP 1	19.99
Spectrum Business Internet Ultra	199.99
Promotional Discount	-100.00
Business WiFi	7.99
\$127.97	

Spectrum Business™ Internet Total	\$127.97
--	-----------------

Spectrum Business™ Voice

Phone number (941) 981-5846	
Spectrum Business Voice	49.99
Promotional Discount	-30.00

Spectrum Business™ Voice Continued**\$19.99**

For additional call details,
 please visit SpectrumBusiness.net

Spectrum Business™ Voice Total	\$19.99
---------------------------------------	----------------

One-Time Charges

Late Fee	03/24	8.95
One-Time Charges Total		\$8.95

Taxes, Fees and Charges

Communications Services Tax	2.47
Taxes, Fees and Charges Total	\$2.47

Current Charges Due By 04/10/23	\$179.37
Total Due	\$363.23

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service - In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Notice - Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Spectrum provided services.

Continued on the next page....

Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support**Simplify your life with Auto Pay!**

Spend less time paying your bill
 and more time doing what you love.

It's Easy - No more checks, stamps or trips to the post office
 It's Secure - Powerful technology keeps your information safe
 It's Flexible - Use your checking, savings, debit or credit card
 It's **FREE** - And helps save time, postage and the environment

Set up easy, automatic bill payments with **Auto Pay!**Visit: spectrumbusiness.net/payment

(My Account login required)

Payment Options

Pay Online - Visit us at SpectrumBusiness.net/payment to get started today! Your account number and security code are needed to register.

Pay by Phone - Make a payment free of charge using our automated payment option at 1-866-519-1263; and authorize payment directly from your bank account or credit card.

For questions or concerns, please call **1-866-519-1263**.

Invoice Number: 0020941032423
Account Number: 8338 12 015 0020941
Security Code:

EAGLEPOINT COMMUNITY DEVELOPMENT

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Visit us at SpectrumBusiness.net
Or, call us at 1-866-519-1263

8338 1200 NO RP 24 03252023 NNNNNYNN 01 000635 0004

Authorization to Convert your Check to an Electronic Funds

Transfer Debit - If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgment and acceptance of this policy and its terms and conditions.

The following taxes, fees and surcharges are included in the price of the applicable service - . FEES AND CHARGES: E911 Fee \$0.40, Federal USF \$1.14, Florida CST \$1.73, Sales Tax \$0.02, TRS Surcharge \$0.10.

Billing Practices - Spectrum Business mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Changing Business Locations - Please contact Spectrum Business before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact your Spectrum Business Account Executive at least twenty one (21) business days prior to your move.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Complaint Procedures: If you disagree with your charges, you need to register a complaint no later than 60 days after the due date on your bill statement.

Spectrum Voice Provider - Spectrum Advanced Services, LLC

Video Closed Captioning Inquiries - Spectrum provided set-top boxes for video consumption support the ability for the user to enable or disable Closed Captions for customers with hearing impairment.

For immediate closed captioning concerns, call 1-855-707-7328 or email closedcaptioningsupport@charter.com.

To report a complaint on an ongoing closed captioning issue, please send your concerns via US Mail to W. Wesselman, Sr. Director, 2 Digital Place, Simpsonville, SC 29681, send a fax to 1-704-697-4935, call 1-877-276-7432 or email closedcaptioningissues@charter.com.



Invoice Number: 0020941032423
Account Number:: 8338 12 015 0020941
Security Code:

[Eaglepoint Community Development](#)



Contact Us

Visit us at [SpectrumBusiness.net](https://www.spectrumbusiness.net)

Or, call us at 1-866-519-1263

8338 1200 NO RP 24 03252023 NNNNNYNN 01 000635 0004



Suncoast Pool Service

P.O. Box 224
Elfers, FL 34680

Invoice

Date	Invoice #
4/1/2023	9190

Bill To
Eagle Pointe CDD

P.O. No.	Terms	Project
April 2023	Net 30	

Quantity	Description	Rate	Amount
1	Swimming Pool Service including chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals Included.	1,100.00	1,100.00

Thank you for your business.

Phone #

(727) 271-1395

RECEIVED
04/03/23

Total

\$1,100.00

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures May 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2023 through May 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$108,990.00**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Eagle Pointe CDD Check Register

Company Name: Eagle Pointe Community Development District
Report Name: Check Register
Created on: 06/09/2023
Location: 206-001--206 General Fund

Account	Date	Vendor name	Document No.	Amount
206TRUISTOPNEW	05/17/2023	Action Security, Inc.	100096	\$ 195.00
206TRUISTOPNEW	05/09/2023	Admiral Furniture, LLC	100094	\$ 8,732.00
206TRUISTOPNEW	05/17/2023	Candice Smith	100097	\$ 200.00
	05/05/2023	Eagle Pointe CDD	Funds Transfer	\$ 635.10
206TRUISTOPNEW	05/17/2023	Eco-Logic Services, LLC	100098	\$ 11,180.00
206TRUISTOPNEW	05/23/2023	Eco-Logic Services, LLC	100102	\$ 46,725.00
206TRUISTOPNEW	05/26/2023	Florida Department of Health in Manatee County	100106	\$ 375.00
206TRUISTOPNEW	05/03/2023	Florida Power & Light Company	ACH	\$ 2,660.36
206TRUISTOPNEW	05/11/2023	Florida Power & Light Company	ACH	\$ 6,016.18
206TRUISTOPNEW	05/19/2023	Florida Power & Light Company	ACH	\$ 1,854.13
206TRUISTOPNEW	05/19/2023	Florida Power & Light Company	ACH	\$ 38.57
206TRUISTOPNEW	05/23/2023	Florida Power & Light Company	ACH	\$ 83.59
206TRUISTOPNEW	05/17/2023	Grau & Associates, P.A.	100099	\$ 1,000.00
206TRUISTOPNEW	05/17/2023	Jan-Pro of Manasota	100100	\$ 1,767.82
206TRUISTOPNEW	05/23/2023	Juniper Landscaping of Florida, LLC	100103	\$ 9,009.83
206TRUISTOPNEW	05/08/2023	KL Eagle Point, LLC	100092	\$ 5,298.16
206TRUISTOPNEW	05/08/2023	Kutak Rock, LLP	100093	\$ 401.90
206TRUISTOPNEW	05/25/2023	Kutak Rock, LLP	100105	\$ 356.50
206TRUISTOPNEW	05/12/2023	Manatee County Utilities Department	ACH	\$ 660.16
206TRUISTOPNEW	05/12/2023	Manatee County Utilities Department	ACH	\$ 100.86
206TRUISTOPNEW	05/13/2023	Peace River Electric Cooperative, Inc.	ACH	\$ 33.49
206TRUISTOPNEW	05/02/2023	Rizzetta & Company, Inc.	100090	\$ 2,430.06
206TRUISTOPNEW	05/02/2023	Rizzetta & Company, Inc.	100091	\$ 4,784.08
206TRUISTOPNEW	05/12/2023	Rizzetta & Company, Inc.	100095	\$ 228.82
206TRUISTOPNEW	05/17/2023	Rizzetta & Company, Inc.	100101	\$ 3,123.39
206TRUISTOPNEW	05/23/2023	Suncoast Pool Service, Inc.	100104	\$ <u>1,100.00</u>

Report Total

\$ 108,990.00

Eagle Pointe CDD
Debit Card Report

Company Name: Eagle Pointe Community Development District
Report Name: Debit Card Report
Created on: 06/09/2023
Location: 206-001--206 General Fund

	Location name	Date	Account title	Record type	Transaction amount
	206 General Fund	05/05/2023	Cash-Truist Clubhouse Debit Card Account	Funds transfer	\$ 635.10
Sum for 10201-206					<u>\$ 635.10</u>
Sum Total					<u>\$ 635.10</u>

ACTION SECURITY, INC.
1505 MANOR RD
ENGLEWOOD, FL 34223
Sales@ActionSecurityFL.com

Invoice

**BILL TO**

Isles at Bayview CDD
Isles at Bayview CDD
c/o Rizzetta & Company, 5844 Old
Pasco Rd Ste 100 Wesley Chapel, FL
33544

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
23036	05/01/2023	\$195.00	05/01/2023	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Service Plan Service plan (monthly) includes: *CCTV assistance with monitoring, video search reports, and technical issues *Database Management *Discounted service rates by eliminating the 2-hour minimum for non-service agreement customers	1	195.00	195.00

FL Contractor ES12001404

BALANCE DUE

\$195.00

Thank you, we appreciate your business!

RECEIVED
04/30/23



**707 SW 20th STREET
OCALA, FL 34471**

www.admiralfurniture.com Phone # 800-999-2589

Invoice

Date	Invoice #
4/20/2023	147490

Bill To
KOLTER GROUP C/O EAGLE POINT CDD TAYLOR NIELSEN 813-533-2950 EXT 947 11450 MOONSAIL DRIVE PARRISH, FL 34219 USA

Ship To
EAGLE POINT CDD TAYLOR NIELSEN 813-533-2950 X 9475 11450 MOONSAIL DRIVE PARRISH, FL 34219

S.O. No.	P.O. No.	CARRIER/ TRACKING	Terms	Rep	ACFQ Number
47490		UPS	Net 30	319	61336
Item	Description	Backord...	Invoiced	Rate	Amount
FB_Item	FL0808 - 8' x 8' Fiberlite Pavilion with Curtains and Wind Vent		2	4,041.00	8,082.00
FB_Item	FL0808-INV - 8' x 8' Aluminum Fiberlite Pavilion with Curtains and Wind Vent		2	0.00	0.00
FB_Item	CO-FRAME-SILVER - Silver Frame Color Option		2	0.00	0.00
FB_Item	CO-FRAME-SILVER - Silver Frame Color Option		2	0.00	0.00
FB_Item	Sunbrella Aruba - Aruba Fabric Color Option - Grade B		2	0.00	0.00
FB_Item	Sunbrella Aruba - Aruba Fabric Color Option - Grade B		2	0.00	0.00
FB_Item	8' SQUARE PAVILION, CURTAINS AND ALUMINUM FRAME WITH SUNBRELLA FABRIC, TOP VENT, CANOPY, & VALANCE (4612 ARUBA), CURTAINS AND TIEBACKS (4651 SILVER), CONSTRUCTION MUST ASSEMBLE		1	0.00	0.00
	Subtotal				8,082.00
FB_Item	FREIGHT - SO - FREIGHT - SO		1	650.00	650.00
FB_Item	Freight - FREIGHT Tracking: 1Z85490V0309294828		1	0.00	0.00

Buyer shall pay interest @ 18% per annum on past due amounts & collection costs.

Venue: Marion CNTY FL

Payment of sales/use tax due is buyer's responsibility.

Terms & Conditions:

Terms: Unless otherwise stated above. Check in full with order or 50% deposit balance due before shipping. (Fla Residents must include sales tax) We accept most major credit cards.

Returns: No returns accepted without written authorization in advance and return freight prepaid. All furniture remains the property of Admiral until invoice is paid in full. Restocking charges may apply.

Freight: All products are shipped F.O.B. Factory via common carrier. Please obtain shipping charges from your sales rep. Freight rates quoted are for curbside delivery only. Inside delivery and lift gates are additional. Customer must note damage to cartons on the freight bill upon delivery.

Subtotal \$8,732.00

Total \$8,732.00

Payments/Credits \$0.00

Balance Due \$8,732.00

RECEIVED
04/24/23

EAGLE POINTE CDD**Meeting Date: May 4, 2023****SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if paid
Troy Simpson	
Candice Smith	✓
Roger Aman	
Paul Martin	
Greg Meath	

CS050423

(*) Does not get paid

NOTE: Supervisors are only paid if checked present.**RECEIVED**
05/08/23**EXTENDED MEETING TIMECARD**

Meeting Start Time:	
Meeting End Time:	
Total Meeting Time:	

Time Over (3) Hours:	
------------------------	--

Total at \$175 per Hour:	
--------------------------	--

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	

Business Mileage Round Trip	
IRS Rate per Mile	
Mileage to Charge	

DM Signature: 

PO Box 18204
Sarasota, FL 34276

Date	Invoice #
4/30/2023	2806

Eagle Point CDD
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912

Description		Amount
	Lake Maintenance Services in Phase 1A in April 2023	750.00
	Lake Maintenance Services in Phase 1B in April 2023	300.00
	Lake Maintenance Services in Phase 2 in April 2023	200.00
	Lake Maintenance Services in Phase 3 in April 2023	175.00
	Maintenance of sump and ditches in April 2023	175.00
	Midge control in Lakes 21 & 22 in April 2023	545.00
	Midge control in Lakes 21 & 22 - second treatment in April 2023	545.00
	Provide and install fish in Lake 21 & 22	6,800.00
	Compliance monitoring report for mitigation areas	990.00
	Compliance monitoring report for mitigation area 4 in Phase 2	700.00
	Total	\$11,180.00

PO Box 18204
Sarasota, FL 34276

Date	Invoice #
5/15/2023	2858

Eagle Point CDD
c/o Rizzetta & Company
3434 Colwell Avenue
Suite 200
Tampa, FL 33614

[illegible]

Pete@Eco-Logic-Services.com



Florida Department of Health
in Manatee County
Notification of Fees Due



41-BID-6544163

Permit Number

41-60-2355677

For: Swimming Pools - Public Pool <= 25000 Gallons

Notice: This bill is due and payable in full upon receipt and must be received by the local office by the payment due date (06/07/2023).

Fee Amount: \$125.00

Previous Balance: \$0.00

Total Amount Due: \$125.00

Payment Due Date: 06/07/2023 or Upon Receipt

Mail To: KL Eagle Pointe LLC
14025 Riveredge Drive, Suite K
Tampa, FL 33637

Please verify all information below at www.myfloridaehpermit.com and make changes as necessary.

Account Information:

Name: Summerwoods IWF Pool
Location: Moccasin Wallow Road
Palmetto, FL 34221

Pool Volume: 1,060 gallons
Bathing Load: 40
Flow Rate: 0

Owner Information:

Name: KL Eagle Pointe LLC
Address: 14025 Riveredge Drive, Suite K
(Mailing) Tampa, FL 33637
Home Phone: (816) 695-0225 Work Phone: ()

Please go online to pay fee at:

www.MyFloridaEHPermit.com

Permit Number: 41-60-2355677 Bill ID: 41-BID-6544163

Billing Questions call DOH-Manatee at: (941) 748-0747

If you do not pay online, make checks payable to and mail invoice WITH payment to:
Florida Department of Health in Manatee County
410 6th Avenue E
Bradenton, FL 34208

Signature

Date

[Please RETURN invoice with your payment]

Batch Billing ID: 67172

PERMIT HOLDERS CAN NOW

pay invoices online!

The Florida Department of Health now offers a secure system for permit holders to pay invoices and print permits online!

- ☒ No sign-up cost.
- ☒ Save time. Paying a bill online is faster than mailing a check or hand delivering payment.
- ☒ Our safe and secure system will keep your information protected.
- ☒ Pay at your convenience. With our online system, you can pay with your credit card or e-check and don't have to worry about envelopes or stamps.

Pay this invoice online at www.myfloridaehpermit.com

NOTE: Payments made online will be assessed a small convenience fee. Visit the site for more information





Florida Department of Health
in Manatee County
Notification of Fees Due



41-BID-6544379

Permit Number

41-60-2244784

For: Swimming Pools - Public Pool > 25000 Gallons

Notice: This bill is due and payable in full upon receipt and must be received by the local office by the payment due date (06/07/2023).

Fee Amount: \$250.00

Previous Balance: \$0.00

Total Amount Due: \$250.00

Payment Due Date: 06/07/2023 or Upon Receipt

Mail To: KL Eagle Point LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

Please verify all information below at www.myfloridaehpermit.com and make changes as necessary.

Account Information:

Name: Isles at Bayview Amenity Center Pool
Location: 11450 Moonsail Drive
Parrish, FL 34219

Pool Volume: 63,318 gallons
Bathing Load: 60
Flow Rate: 300

Owner Information:

Name: KL Eagle Point LLC
Address: 14025 Riveredge Drive, Suite 175
(Mailing) Tampa, FL 33637

Home Phone: (813) 334-2019 Work Phone: ()

Please go online to pay fee at:
www.MyFloridaEHPermit.com

Permit Number: 41-60-2244784 Bill ID: 41-BID-6544379

Billing Questions call DOH-Manatee at: (941) 748-0747

If you do not pay online, make checks payable to and mail invoice WITH payment to:

Florida Department of Health in Manatee County
410 6th Avenue E
Bradenton, FL 34208

Signature

Date

[Please RETURN invoice with your payment]

Batch Billing ID:67172

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- ❑ Pay at your convenience. With our online system, you can pay with your credit card or e-check and don't have to worry about envelopes or stamps.

Pay this invoice online at www.myfloridaehpermit.com

NOTE: Payments made online will be assessed a small convenience fee. Visit the site for more information



**Electric Bill Statement****For:** Jan 7, 2023 to Apr 7, 2023**Statement Date:** Apr 29, 2023**Account Number:** 09468-99440**Service Address:**11450 MOONSAIL DR # AMNTY
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$6,016.18**

TOTAL AMOUNT YOU OWE

May 22, 2023

NEW CHARGES DUE BY

KEEP IN MIND

- Payments received after May 22, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after May 10, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- This bill is for multiple (3) billing periods.

BILL SUMMARY

Amount of your last bill	1,285.04
Payments received	-1,285.04
Balance before new charges	0.00
Total new charges	6,016.18
Total amount you owe	\$6,016.18

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

The Florida Public Service Commission approved new FPL rates to balance fuel and hurricane costs effective April 1, 2023 and an additional fuel charge reduction effective May 1, 2023. Learn more at [FPL.com/Rates](https://www.fpl.com/Rates).

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

The amount enclosed includes
the following donation:

FPL Care To Share: _____

Make check payable to FPL
in U.S. funds and mail along with
this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

09468-99440

ACCOUNT NUMBER

\$6,016.18

TOTAL AMOUNT YOU OWE

May 22, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
09468-99440

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	1,285.04
Payments received - Thank you	-1,285.04
Balance before new charges	\$0.00

New Charges

Rate: GSD-1 GENERAL SERVICE DEMAND

Electric service amount	5,429.77
Gross receipts tax (State tax)	139.33
Florida sales tax (State tax)	387.34
County sales tax (Local tax)	55.73
Taxes and charges	582.40
Regulatory fee (State fee)	4.01
Total new charges	\$6,016.18

Total amount you owe \$6,016.18

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Multiple-month usage

Meter no. KU02723 Next meter reading May 8, 2023

Total kWh 50,700

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

[Download now ›](#)

Watch savings add up

Receive a monthly bill credit by allowing FPL Business On Call® to cycle off your A/C when necessary.

[See if you qualify ›](#)

Stay safe when planting

Careful avoidance of power lines is extremely important during yard work.

[Learn more ›](#)

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.



Customer Name:
EAGLE POINTE CDD

Account Number:
09468-99440

FPL.com Page 1

ECOM

BILLING STATEMENT - MULTIPLE BILLING PERIODS

Messages

- These billing details are part of your electronic bill dated: **Apr 29, 2023**.

BILLING STATEMENT

For: Jan 07 2023 to Feb 07 2023 (31 days)

Rate Schedule	GSD-1
Meter Number	KU02723
Current kWh Reading	00282
Previous kWh Reading	00084
Curr On-peak kWh Rdg	00000
Prev On-peak kWh Rdg	00000
kWh Constant	00100
Average kWh per Day	639
Storm Charge	0.00
Total kWh Used	19,800
On-peak kWh Used	0
Off-peak kWh Used	0
Demand Reading	000.43
On-peak Demand Rdg	000.00
KW Constant	100
Demand Used	43
Max Demand	43
Max Month Demand	0
On-peak Demand	0
Contract Demand	0
Service Amount	1,928.05
FPL SolarTogethr Chg	0.00
FPL SolarTogethr Cr	0.00
Transformer Credit	0.00
Curtailment/CDR Cr	0.00
Non-Std Mtr Enroll	0.00
Non-Std Mtr Surchg	0.00
Fixed Rate differential	0.00
Gross receipts tax	49.47
Regulatory Assessment Fee	1.42
Franchise Charge	0.00
Utility Tax	0.00
Florida Sales Tax	137.54
Disc FL Sales Surtax	19.79
VSP Solar Charge	0.00
Facility Rental	0.00
Fac Rental Sales Tax	0.00
Fac Rental Disc Tax	0.00
Late Payment Charge	0.00
Care To Share donation	0.00
Contracted Service Charge	0.00
.....	
Total New Charges	2,136.27



Customer Name:
EAGLE POINTE CDD

Account Number:
09468-99440

FPL.com Page 2

ECOM

BILLING STATEMENT

For: Feb 07 2023 to Mar 08 2023 (29 days)

Rate Schedule	GSD-1
Meter Number	KU02723
Current kWh Reading	00442
Previous kWh Reading	00282
Curr On-peak kWh Rdg	00000
Prev On-peak kWh Rdg	00000
kWh Constant	00100
Average kWh per Day	552
Storm Charge	0.00
Total kWh Used	16,000
On-peak kWh Used	0
Off-peak kWh Used	0
Demand Reading	000.54
On-peak Demand Rdg	000.00
KW Constant	100
Demand Used	54
Max Demand	54
Max Month Demand	0
On-peak Demand	0
Contract Demand	0
Service Amount	1,807.32
FPL SolarTogethr Chg	0.00
FPL SolarTogethr Cr	0.00
Transformer Credit	0.00
Curtailement/CDR Cr	0.00
Non-Std Mtr Enroll	0.00
Non-Std Mtr Surchg	0.00
Fixed Rate differential	0.00
Gross receipts tax	46.38
Regulatory Assessment Fee	1.34
Franchise Charge	0.00
Utility Tax	0.00
Florida Sales Tax	128.93
Disc FL Sales Surtax	18.55
VSP Solar Charge	0.00
Facility Rental	0.00
Fac Rental Sales Tax	0.00
Fac Rental Disc Tax	0.00
Late Payment Charge	0.00
Care To Share donation	0.00
Contracted Service Charge	0.00

Total New Charges 2,002.52

BILLING STATEMENT

For: Mar 08 2023 to Apr 07 2023 (30 days)

Rate Schedule	GSD-1
Meter Number	KU02723
Current kWh Reading	00591
Previous kWh Reading	00442
Curr On-peak kWh Rdg	00000
Prev On-peak kWh Rdg	00000
kWh Constant	00100
Average kWh per Day	497
Storm Charge	0.00
Total kWh Used	14,900
On-peak kWh Used	0
Off-peak kWh Used	0
Demand Reading	000.44
On-peak Demand Rdg	000.00
KW Constant	100
Demand Used	44
Max Demand	44
Max Month Demand	0
On-peak Demand	0
Contract Demand	0
Service Amount	1,694.40
FPL SolarTogethr Chg	0.00
FPL SolarTogethr Cr	0.00
Transformer Credit	0.00
Curtailement/CDR Cr	0.00
Non-Std Mtr Enroll	0.00
Non-Std Mtr Surchg	0.00
Fixed Rate differential	0.00
Gross receipts tax	43.48
Regulatory Assessment Fee	1.25
Franchise Charge	0.00
Utility Tax	0.00
Florida Sales Tax	120.87
Disc FL Sales Surtax	17.39
VSP Solar Charge	0.00
Facility Rental	0.00
Fac Rental Sales Tax	0.00
Fac Rental Disc Tax	0.00
Late Payment Charge	0.00
Care To Share donation	0.00
Contracted Service Charge	0.00

Total New Charges 1,877.39

**Electric Bill Statement****For:** Apr 7, 2023 to May 8, 2023 (31 days)**Statement Date:** May 8, 2023**Account Number:** 09468-99440**Service Address:**11450 MOONSAIL DR # AMNTY
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$7,870.31**

TOTAL AMOUNT YOU OWE

May 30, 2023

NEW CHARGES DUE BY

KEEP IN MIND

- Payments received after May 30, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after May 19, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

BILL SUMMARY

Amount of your last bill 6,016.18

Balance before new charges 6,016.18

Total new charges 1,854.13

Total amount you owe **\$7,870.31****FPL automatic bill pay - DO NOT PAY**

(See page 2 for bill details.)

**This amount was paid
5/10/23**The Florida Public Service Commission has approved a new fuel reduction effective May 1, 2023. Learn more at [FPL.com/Rates](https://www.fpl.com/Rates).Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)

/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

The amount enclosed includes
the following donation:
FPL Care To Share: _____Make check payable to FPL
in U.S. funds and mail along with
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for ways to pay.

09468-99440

ACCOUNT NUMBER

\$7,870.31

TOTAL AMOUNT YOU OWE

May 30, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
09468-99440

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	6,016.18
Balance before new charges	\$6,016.18

New Charges

Rate: GSD-1 GENERAL SERVICE DEMAND

Base charge:	\$29.98
Non-fuel: (\$0.034670 per kWh)	\$544.32
Fuel: (\$0.035360 per kWh)	\$555.15
Demand: (\$12.65 per KW)	\$543.95

Electric service amount 1,673.40

Gross receipts tax (State tax)	42.94
Florida sales tax (State tax)	119.37
County sales tax (Local tax)	17.18

Taxes and charges 179.49

Regulatory fee (State fee) 1.24

Total new charges \$1,854.13

Total amount you owe \$7,870.31

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter KU02723. Next meter reading Jun 7, 2023.

Usage Type	Current	-	Previous	x	Const	=	Usage
kWh used	00748		00591		100		15700
Demand KW	.43				100.00		43

ENERGY USAGE COMPARISON

	This Month	Last Month
Service to	May 8, 2023	Apr 7, 2023
kWh Used	15700	14900
Service days	31	30
kWh/day	506	496
Amount	\$1,854.13	\$1,877.39

KEEP IN MIND

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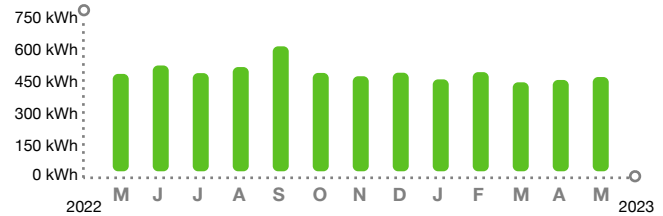
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**Electric Bill Statement****For:** Apr 13, 2023 to May 12, 2023 (29 days)**Statement Date:** May 12, 2023**Account Number:** 62286-79491**Service Address:**8205 BARRIER COAST TRL # ENTRY
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$83.59**

TOTAL AMOUNT YOU OWE

Jun 2, 2023

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	83.65
Payments received	-83.65
Balance before new charges	0.00
Total new charges	83.59
Total amount you owe	\$83.59

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payments received after June 02, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after May 23, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

The Florida Public Service Commission has approved a new fuel reduction effective May 1, 2023. Learn more at [FPL.com/Rates](https://www.fpl.com/rates).

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



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for ways to pay.

62286-79491

ACCOUNT NUMBER

\$83.59

TOTAL AMOUNT YOU OWE

Jun 2, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
62286-79491

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	83.65
Payment received - Thank you	-83.65
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Base charge: \$12.68

Non-fuel: (\$0.094820 per kWh) \$45.71

Fuel: (\$0.035360 per kWh) \$17.04

Electric service amount 75.43

Gross receipts tax (State tax) 1.94

Florida sales tax (State tax) 5.38

County sales tax (Local tax) 0.78

Taxes and charges 8.10

Regulatory fee (State fee) 0.06

Total new charges \$83.59

Total amount you owe \$83.59

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter ACD2627. Next meter reading Jun 13, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	11033		10551		482

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	May 12, 2023	Apr 13, 2023	May 12, 2022
kWh Used	482	467	498
Service days	29	30	29
kWh/day	17	16	17
Amount	\$83.59	\$83.65	\$75.49

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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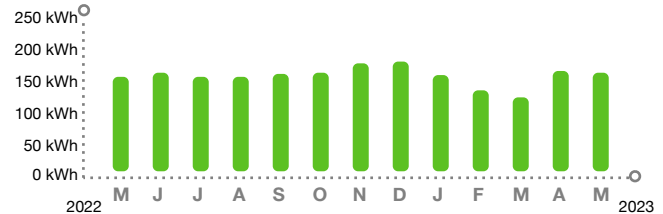
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**Electric Bill Statement****For:** Apr 7, 2023 to May 8, 2023 (31 days)**Statement Date:** May 8, 2023**Account Number:** 77602-89491**Service Address:**11004 MOONSAIL DR # SIGN
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$38.57**

TOTAL AMOUNT YOU OWE

May 30, 2023

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	39.59
Payments received	-39.59
Balance before new charges	0.00
Total new charges	38.57
Total amount you owe	\$38.57

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payments received after May 30, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after May 19, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- Your bill is subject to a minimum base bill charge. Please visit [FPL.com/rates](https://www.fpl.com/rates) for details.

The Florida Public Service Commission has approved a new fuel reduction effective May 1, 2023. Learn more at [FPL.com/Rates](https://www.fpl.com/rates).

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
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77602-89491

ACCOUNT NUMBER

\$38.57

TOTAL AMOUNT YOU OWE

May 30, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
77602-89491

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	39.59
Payment received - Thank you	-39.59
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Base charge: \$12.68

Minimum base bill charge: \$0.26

Non-fuel: (\$0.094820 per kWh) \$15.93

Fuel: (\$0.035360 per kWh) \$5.94

Electric service amount 34.81

Gross receipts tax (State tax) 0.89

Florida sales tax (State tax) 2.48

County sales tax (Local tax) 0.36

Taxes and charges 3.73

Regulatory fee (State fee) 0.03

Total new charges \$38.57

Total amount you owe \$38.57

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter ACD2629. Next meter reading Jun 7, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	03642		03474		168

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	May 8, 2023	Apr 7, 2023	May 6, 2022
kWh Used	168	171	161
Service days	31	30	29
kWh/day	5	6	6
Amount	\$38.57	\$39.59	\$33.35

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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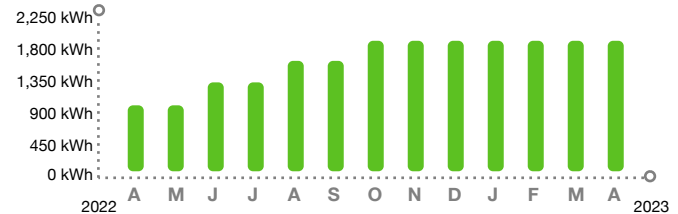
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**Electric Bill Statement****For:** Mar 22, 2023 to Apr 21, 2023 (30 days)**Statement Date:** Apr 21, 2023**Account Number:** 94944-10112**Service Address:**STREET LIGHTS # ISLES AT BAYVI
PALMETTO, FL 34221**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$2,660.36**

TOTAL AMOUNT YOU OWE

May 12, 2023

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	2,628.10
Payments received	-2,628.10
Balance before new charges	0.00
Total new charges	2,660.36
Total amount you owe	\$2,660.36

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payments received after May 12, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after May 02, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.

The Florida Public Service Commission approved new FPL rates to balance fuel and hurricane costs effective April 1, 2023 and an additional fuel charge reduction effective May 1, 2023. Learn more at [FPL.com/Rates](https://www.fpl.com/Rates).

Customer Service: (941) 917-0512
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



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Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

94944-10112

ACCOUNT NUMBER

\$2,660.36

TOTAL AMOUNT YOU OWE

May 12, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
94944-10112

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	2,628.10
Payment received - Thank you	-2,628.10
Balance before new charges	\$0.00

New Charges

Rate: SL-1 STREET LIGHTING SERVICE

Electric service amount **	2,478.22
Gross receipts tax (State tax)	4.65
Florida sales tax (State tax)	150.85
County sales tax (Local tax)	24.85
Taxes and charges	180.35
Regulatory fee (State fee)	1.79
Total new charges	\$2,660.36
Total amount you owe	\$2,660.36

FPL automatic bill pay - DO NOT PAY

** Your electric service amount includes the following charges:

Non-fuel energy charge:	\$0.049080 per kWh
Fuel charge:	\$0.039110 per kWh

METER SUMMARY

Next bill date May 22, 2023.

Usage Type

Total kWh used

Usage

2002

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Apr 21, 2023	Mar 22, 2023	Apr 21, 2022
kWh Used	2002	2002	1012
Service days	30	30	30
kWh/day	67	67	34
Amount	\$2,660.36	\$2,628.10	\$1,280.20

KEEP IN MIND

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Customer Name:
EAGLE POINTE CDD

Account Number:
94944-10112

FPL.com Page 1

ESLA

For: 03-22-2023 to 04-21-2023 (30 days)

kWh/Day: 67

Service Address:

STREET LIGHTS # ISLES AT BAYVI
PALMETTO, FL 34221

Detail of Rate Schedule Charges for Street Lights

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
F863226	65	7000	F	91		2,002	
Energy					0.800000		72.80
Non-energy					10.500000		955.50
Fixtures					1.450000		131.95
Maintenance							
PMF0001				91			
Non-energy					9.610000		874.51
Fixtures							
UCNP				4,464			
Non-energy					0.048650		217.17
Maintenance							
Additional lighting facility charge							
Non-energy							118.00

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390



Customer Name:
EAGLE POINTE CDD

Account Number:
94944-10112

FPL.com Page 2

ESLA

For: 03-22-2023 to 04-21-2023 (30 days)

kWh/Day: 67

Service Address:

STREET LIGHTS # ISLES AT BAYVI
PALMETTO, FL 34221

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
Energy sub total							72.80
Non-energy sub total							2,297.13
Sub total						2,002	2,369.93
Energy conservation cost recovery							0.76
Capacity payment recovery charge							0.32
Environmental cost recovery charge							0.88
Storm restoration recovery charge							30.55
Transition rider credit							-8.29
Storm protection recovery charge							5.77
Fuel charge							78.30
Electric service amount							2,478.22
Gross receipts tax (State tax)							4.65
Regulatory fee (State fee)							1.79
Florida sales tax (State tax)							150.85
County sales tax (Local tax)							24.85
Total						2,002	2,660.36

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Eagle Pointe Community Development District
2700 S. Falkenburg Road, Suite 2745
Riverview, FL 33578

Invoice No. 24040
Date 05/02/2023

SERVICE	AMOUNT
Audit FYE 09/30/2022	\$ <u>1,000.00</u>
Current Amount Due	\$ <u>1,000.00</u>

RECEIVED
05/02/23

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
1,000.00	0.00	0.00	0.00	0.00	1,000.00

Payment due upon receipt.

TFR Cleaning Services Inc dba Jan-Pro of
Manasota
7361 International Place #408
Sarasota, FL 34240

Invoice

5/1/2023

1146

Eagle Pointe CDD
3434 Colwell Ave Ste 200
Tampa, FL 33614

P.O. No.	Terms	Due Date	Rep
SUPPLIES	Net 10	5/10/2023	259JM

APRIL 2023 SUPPLIES

Janitorial Supplies by Jan-Pro of Manasota

144.82

ORDER:7607381257 DATED: 040323

ITEMS: (1) Multifold Towels , (1) BLK 55-60 Gal Trash Bags, (1) 12-16 Gallon
Trash Bags,(1) Urinal Screens



Sales Tax (0.0%) \$0.00

Total \$144.82

Balance Due \$144.82

Phone #	Fax #
941-907-8141	941-907-8142

TFR Cleaning Services Inc dba Jan-Pro of
Manasota
7361 International Place #408
Sarasota, FL 34240

Invoice

5/1/2023 76721

Eagle Pointe CDD
3434 Colwell Ave Ste 200
Tampa, FL 33614

P.O. No.	Terms	Due Date	Rep
	Net 20	5/21/2023	259JM

FEES FOR
JANITORIAL SERVICES; Monthly Cleaning per Agreement - May 2023

1,623.00

LOCATION: Isles of Bayview 11450 Moonsail Dr Parrish, FL 34221

RECEIVED
05/01/23

Sales Tax (0.0%) \$0.00

Total \$1,623.00

Balance Due \$1,623.00

Phone #	Fax #
941-907-8141	941-907-8142

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
PO Box 628395
Orlando FL 32862-8395



Invoice 210512

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
04/27/23	5/27/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#211599 - Fire Ant Control Amenity Center Only	\$752.00
<i>Agronomy Treatment - 04/25/2023</i>	

RECEIVED
04/27/23

Grand Total \$752.00

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$1,316.02	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

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Thank you for allowing us to serve you.

JuniperLandscaping.com
321-348-6884

Please Remit Payment to:

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PO Box 628395
Orlando FL 32862-8395



Invoice 211629

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
05/01/23	5/31/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#193867 - Eagle Pointe CDD - 2023 Maintenance Contract May 2023	\$6,189.33

Grand Total \$6,189.33**RECEIVED**
05/01/23

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$7,505.35	\$0.00	\$0.00	\$0.00	\$0.00

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Orlando FL 32862-8395



Invoice 211631

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
04/28/23	5/28/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#193867 - Eagle Pointe CDD - 2023 Maintenance Contract	
<i>April Bahia Fert - 04/25/2023</i>	\$400.00
<i>Insect and Disease Control - 04/24/2023</i>	\$400.00
<i>April St. Aug Fert - 04/25/2023</i>	\$700.00

RECEIVED
05/01/23

Grand Total \$1,500.00

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$9,005.35	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

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Invoice 211747

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
04/28/23	5/28/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#207478 - Muhlenbergia Behind Fountain <i>Install Plants - 04/30/2023</i>	\$308.50

RECEIVED
05/02/23

Grand Total \$308.50

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$27,212.85	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

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PO Box 628395
Orlando FL 32862-8395



Invoice 211774

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
04/28/23	5/28/2023
Account Owner	PO#
Brad Amos	

Item	Qty/UOM	Rate	Ext. Price	Amount
#213374 - 8338 Abalone Loop - Irrigation Break				\$260.00

Lateral Components - 04/30/2023

Tech Labor	4.00HR	\$65.00	\$260.00
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RECEIVED
05/02/23

Grand Total \$260.00

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$27,472.85	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com
321-348-6884

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview, Florida · (813) 533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.crosscreeknorthcdd.org

Check Request

Amount: \$5,298.16

Date: 04/26/2023

Payable To: KL Eagle Pointe LLC

Reason: Overpayment FY22-23 DS 2020 Off Roll

Assessments

Requestor: Brittney Betts (Staff Accountant)

Directions for Check:

KL Eagle Pointe LLC
105 NE 1st Street
Delray Beach, FL 33444

Please code to 001-20705

Brittney Betts

From: Samantha Reese
Sent: Wednesday, April 19, 2023 11:35 AM
To: Brittney Betts; Tiffany Judd
Cc: Kayla Connell
Subject: FW: 2023-4-19 Eagle Point CDD Deposit
Attachments: 2023-4-19 Eagle Point CDD Deposit A.pdf; 2023-4-19 Eagle Point CDD Deposit B.pdf

Good morning Brittney,

Check #7811 will be applied as follows:

- \$30,000 – FY 2022-2023 O&M
 - Applied to invoice #206-23-04
 - Entered in Intacct, when you are done with the AW I will update
- \$29,747.09 – FY 2022-2023 Series 2020 Debt Service
 - Applied to invoice #206-23-01
 - Please deposit to Series 2020 revenue account
 - Entered in Intacct, will apply to AW when you are done
- \$5,298.16 – refund overpayment to KL Eagle Pointe LLC
 - (Not entered in the AW or Intacct)

Thank you,

Samantha Reese
Senior Financial Associate

813.933.5571 Ext.: 9481
sreese@rizzetta.com

rizzetta.com



Rizzetta & Company
Professionals in Community Management

From: Jakeem Policard <JPolicard@rizzetta.com>
Sent: Wednesday, April 19, 2023 8:36 AM
To: Tiffany Judd <TJudd@rizzetta.com>; Brittney Betts <BBetts@rizzetta.com>
Cc: CDD Financial Associates <CDDFinancialAssociates@rizzetta.com>
Subject: 2023-4-19 Eagle Point CDD Deposit

JAKEEM POLICARD
Mail Clerk

813.514.0400 ext. 5086

Jpolicard@rizzetta.com
www.rizzetta.com



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Report run on: 04/19/2023 08:30 AM EDT
Deposit number: 8919

Report run by: Jakeem Policard
Capture Source: All

Details of Deposits by Deposit Number - Rizzetta and Company Inc -

Account Name/Number: **Eagle Pointe Community Development District/1100020924533** Number of Deposits: **1**
Account Currency: **USD** Total of Deposits Submitted: **65,045.25**
Total Number of Items: **1**

Deposit Number	Item Count	Post Amount	Credit Amount	Adjustment	Depositor	Location	Deposit Date
0008919	1	65,045.25	65,045.25	0.00	JAKEEM397896 39720768	All	04/19/2023 08:29 AM
Capture Seq.	R/T	Account Number	Check Number	Post Amount	Credit Amount	Adjustment	
0000001	063114030	3001674	007811	65,045.25	65,045.25	0.00	

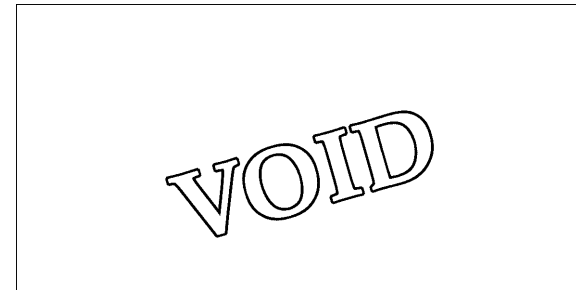
Online Check Deposit

Customer ID: 4RIZZETTAAN1155 \$65,045.25
Location: All
Deposit Date/Time: 2023/04/19 08:29:06
Deposit Number: 008919

521177771 1100020924533 0013

Front

Item Number 0000000



Back



Report run on:
Deposit number:

04/19/2023 08:30 AM EDT
8919

Report run by:
Capture Source:

Jakeem Policard

All

Details of Deposits by Deposit Number - Rizzetta and Company Inc -

Account Name/Number: **Eagle Pointe Community Development District/1100020924533**

Number of Deposits: **1**

Account Currency: **USD**

Total of Deposits Submitted: **65,045.25**

(continued)

Total Number of Items: **1**

7811
SOUTHEAST BANK
www.seabank.com
File: K343-20230086
4/13/2023
65,045.25
Eagle Pointe Community Development District
Sixty Five Thousand Forty Five And 25/100
DOLLARS
TRUST ACCOUNT
MEMO O&M and 2020 Assessments
0007811 063114030 3001674

Front

Item Number 0000001

Check Only
Eagle Pointe Community Development District
1100020924533
CHECK HERE FOR AVOIDANCE OF REMOTE DEPOSIT ONLY
NAME OF FINANCIAL INSTITUTION DATE
DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
VOID AFTER TWO DAYS

Back

Buyer's and Seller's Combined Closing Statement

Greene Hamrick
Schermer & Johnson, P.A.

RECEIVED
APR 17 2023

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BUYER: CND-Resources, LLC
ADDRESS OF BUYER: 1111 N. Post Oak Road, Houston, TX 77055
E. NAME OF SELLER: KL Eagle Point LLC
ADDRESS OF SELLER: 105 NE 1st Street, Delray Beach, FL 33444
F. NAME OF LENDER: Western Alliance Bank
ADDRESS OF LENDER: One East Washington Street, 14th Floor, Phoenix, AZ 85004
G. PROPERTY LOCATION: Parrish, FL 34219
ID#
H. SETTLEMENT AGENT: Greene Hamrick Schermer & Johnson, P.A.
PH# (941) 747-1871
PLACE OF SETTLEMENT: 410 43rd Street West, Suite N, Bradenton, FL 34209
I. SETTLEMENT DATE: 4/13/2023
Disbursement Date:
Settlement Agent Tax ID#: 65-0648670

SUMMARY OF BUYER'S TRANSACTION		SUMMARY OF SELLER'S TRANSACTION	
100. Gross Amount Due from Buyer		400. Gross Amount Due to Seller	1,987,500.00
101. Contract sales price	1,987,500.00	401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to buyer (Line 1400)	245,563.29	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. to		409. to	
110. to		410. to	
111. to		411. to	
112. to		412. to	
120. Gross Amount Due from Buyer	2,233,063.29	420. Gross Amount Due To Seller	1,987,500.00
200. Amounts Paid by or on Behalf of Buyer		500. Reductions In Amount Due to Seller	
201. Deposit or earnest money	192,522.41	501. Excess deposit (see instructions)	
202. Principal amount of new loans(s)	1,192,500.00	502. Settlement charges to seller (line 1400)	57,056.75
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
209a.		509a.	
209b.		509b. Deposit Directly to Seller	192,522.41
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 1/1/2023 to 4/13/2023	309.55	511. County taxes 1/1/2023 to 4/13/2023	309.55
212. Assessments to		512. Assessments to	
213. to		513. to	
214. to		514. to	
215. to		515. to	
216. to		516. to	
217. to		517. to	
218. to		518. to	
219. to		519. to	
220. Total Amounts Paid by or on Behalf of Buyer	1,385,331.96	520. Total Reductions in Amount Due Seller	249,888.71
300. Cash at Settlement from/to Buyer		600. Cash at Settlement to/from Seller	
301. Gross amount due from buyer (line 120)	2,233,063.29	601. Gross amount due to seller (line 420)	1,987,500.00
302. Less amounts paid by/for buyer (line 220)	1,385,331.96	602. Less reductions in amount due seller (line 520)	249,888.71
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Buyer	847,731.33	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	1,737,611.29

410 43rd Street West
Suite N
Bradenton, FL 34209

Buyer's and Seller's Combined Closing Statement

PAGE 2

700. TOTAL SALES/BROKER'S COM. based on price	1,987,500.00 @	%=		
Division of Commission (line 700) as follows:				
701.	to		BUYER'S	SELLER'S
702.	to		EXPENSES	EXPENSES
703. Commission paid at Settlement				
704.	to			
800. Items Payable in Connection With Loan				
801. Loan Origination Fee	% to			
802. Loan Discount	% to			
803. Appraisal Fee	to Western Alliance Bank		6,000.00	
804. Appraisal Review Fee	to Western Alliance Bank		1,200.00	
805. Environmental Review Fee	to Western Alliance Bank		850.00	
806. Secretary of State Filing Fees	to Western Alliance Bank		75.00	
807. Lender Legal Fees	to Spencer Fane LLP		5,712.00	
808.	to			
809.	to			
810.	to			
811.	to			
812.	to			
813.	to			
814.	to			
815.	to			
900. Items Required By Lender To Be Paid In Advance				
901. Interest from	4/13/2023 to 5/1/2023 @	/day		
902. Mortgage Insurance Premium for	months to			
903. Homeowner's Insurance for	years to			
904.	years to			
905.	years to			
1000. Reserves Deposited With Lender				
1001. Hazard insurance	months@	per month		
1002. Mortgage insurance	months@	per month		
1003. City property taxes	months@	per month		
1004. County property taxes	months@	per month		
1005. Annual assessments	months@	per month		
1006.	months@	per month		
1007.	months@	per month		
1008.	months@	per month		
1009.				
1100. Title Charges				
1101. Settlement or closing fee	to Greene Hamrick Schermer & Johnson, P.A.			500.00
1102. Abstract or title search	to Chicago Title Insurance Company			250.00
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to Greene Hamrick Schermer & Johnson, P.A.			
(includes above items numbers:				
1108. Title insurance	coverage by Chicago Title Insurance Company		25.00	7,543.75
(includes above items numbers:				
1109. Lender's coverage: Risk Premium	25.00	INS AMT: 1,192,500.00		
1110. Owner's coverage: Risk Premium	7,543.75	INS AMT: 1,987,500.00		
1110a Endorsements: 9 - 756.88; CE - 100.00; 6 - 100.00; 8.1 - 100.00; 14 - 100.00			1,156.88	
1111.	to			
1112.	to			
1113.	to			
1200. Government Recording and Transfer Charges				
1201. Recording Fees: Deed \$44.00; L-Mort(s) \$273.50; LLC Affidavits \$37.00;			336.00	18.50
1202. City/county tax/stamps: L-Mortgage \$2,385.00;			2,385.00	
1203. State tax/stamps: Deed \$13,912.50; L-Mortgage \$4,173.75;			4,173.75	13,912.50
1204. E-Recording Fees	to Simplifile			
1205. E-Recording Wire Fee	to Greene Hamrick Schermer & Johnson, P.A.		10.00	10.00
1206. Record Assignment and Subordination	to Clerk of the Court		129.00	
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1303. Roof Inspection	to			
1304. O&M and 2020 Assessments	to Eagle Pointe Community Development District		30,473.25	34,572.00
1305. Estoppel Fee	to Rizzetta & Company			250.00
1306. Refund of Deposit	to Weekley Homes, LLC		192,522.41	
1307. Inspection Fees	to Southeast Construction Inspection Services, Inc.		515.00	
1308.	to			
1400. Total Settlement Charges	(enter on lines 103, Section J and 502, Section K)		245,563.29	57,056.75

SIGNATURE PAGE TO CLOSING STATEMENT

The undersigned hereby certify that they have carefully reviewed the settlement statement, and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the settlement statement to be paid on their behalf. We further certify that we have received a copy of the settlement statement.

SELLER:

KL EAGLE POINT LLC,
a Delaware limited liability company

By: 

Name: James P. Harvey
Title: Authorized Signatory

Date signed: 4-11-2023

BUYER:

CND-RESOURCES, LLC
a Texas limited liability company

By: 

Name: Heather Humphrey
Title: Chief Financial Officer

Date signed: 4-13-23

Settlement Agent Certification

I have reviewed the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

Settlement Agent Signature

Robert F. Greene

Settlement Agent Name

Date Signed

252832

Florida Bar Number

Greene Hamrick Schermer & Johnson, P.A.

Title Agency Holding Funds

SIGNATURE PAGE TO CLOSING STATEMENT

The undersigned hereby certify that they have carefully reviewed the settlement statement, and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the settlement statement to be paid on their behalf. We further certify that we have received a copy of the settlement statement.

SELLER:

KL EAGLE POINT LLC,
a Delaware limited liability company

By: _____
Name: James P. Harvey
Title: Authorized Signatory

Date signed: _____

BUYER:

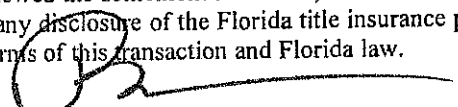
CND-RESOURCES, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

Date signed: _____

Settlement Agent Certification

I have reviewed the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.



Settlement Agent Signature
Robert F. Greene

Settlement Agent Name

Date Signed
252832

Florida Bar Number

Greene Hamrick Schermer & Johnson, P.A.

Title Agency Holding Funds

EXHIBIT "A"
PRORATIONS

Tax Proration
(1/1/23 – 12/31/23)

Based on 2022 Tax Bill for Parent Parcel 60620101369 (2,495,378 square feet)

Gross Tax: Less 4% Discount:

\$15,291.81 \$14,680.14

Lots = 188,228 square feet = 7.54547% of the Parent Parcel

$\$14,680.14 \times 7.54547\% = \$1,107.69 \div 365 = \$3.034767$ per diem x 102 days (1/1/23 – 4/12/23) =
\$309.55 CREDIT TO BUYER

CDD Proration

(10/1/22 -9/30/23)

Long Term Bond and O&M Assessments:

$\$65,045.25 \div 365 = \178.20616 per diem x 194 days (10/1/22-4/12/23) = \$34,572.00 DUE
FROM SELLER

$\$65,045.25 \div 365 = \178.20616 per diem x 171 days (4/13/23-9/30/23) = \$30,473.25 DUE
FROM BUYER

GREENE HAMRICK SCHERMER & JOHNSON, P.A.

CLOSING TRUST

410 43RD STREET W STE N
BRADENTON, FL 34209
(941) 747-1871

SOUTHSTATE BANK
www.southstatebank.com

7812

File: K343-20230086

63-1403/631

4/13/2023

PAY TO THE ORDER OF Rizzetta & Company

*****250.00
\$

Two Hundred Fifty And No/100*****

DOLLARS

TRUST ACCOUNT

MEMO Estoppel Fee

⑈007812⑈ ⑆063114030⑆

3001674⑈

GREENE HAMRICK SCHERMER & JOHNSON, P.A.
CLOSING TRUST

Rizzetta & Company

File: K343-20230086

4/13/2023

7812

BUYER(S) :

SELLER(S) :

Estoppel Fee

250.00

RECEIVED
APR 17 2023

Estoppel Fee

*****250.00

GREENE HAMRICK SCHERMER & JOHNSON, P.A.
CLOSING TRUST

File: K343-20230086
Eagle Point Community Development District

4/13/2023

7811

BUYER(S) :

SELLER(S) :

O&M and 2020 Assessments

65,045.25

RECEIVED
APR 17 2023

O&M and 2020 Assessments

*****65,045.25

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

April 26, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3210077

Client Matter No. 32923-1

Notification Email: eftgroup@kutakrock.com

Eagle Pointe CDD
Rizzetta & Company
Unit 200
3434 Colwell Avenue
Tampa, FL 33614

Invoice No. 3210077
32923-1

Re: General Counsel

For Professional Legal Services Rendered

03/01/23	K. Ibarra	0.30	57.00	Review recorded easement agreement; record quit claim deed; prepare response to district manager's request for property conveyance documents
03/01/23	A. Ligas	0.10	23.50	Follow up on execution of deed
03/02/23	J. Earlywine	0.20	59.00	Follow-up on auditor request; email regarding the same
03/02/23	K. Ibarra	0.30	57.00	Review recorded quit claim deed; correspondence with district manager regarding prior deeds and bills of sale
03/02/23	A. Ligas	0.40	94.00	Call with developer, developer counsel, surveyor regarding boundary changes around the amenity center
TOTAL HOURS		1.30		

KUTAK ROCK LLP

Eagle Pointe CDD

April 26, 2023

Client Matter No. 32923-1

Invoice No. 3210077

Page 2

TOTAL FOR SERVICES RENDERED \$290.50

DISBURSEMENTS

Filing and Court Fees 111.40

TOTAL DISBURSEMENTS 111.40

TOTAL CURRENT AMOUNT DUE \$401.90

RECEIVED
04/26/23

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 22, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3224274

Client Matter No. 32923-1

Notification Email: eftgroup@kutakrock.com

Eagle Pointe CDD
Rizzetta & Company
Unit 200
3434 Colwell Avenue
Tampa, FL 33614

Invoice No. 3224274
32923-1

Re: General Counsel

For Professional Legal Services Rendered

04/02/23	W. Haber	0.30	88.50	Monitor 2023 legislative session for legislation pertaining to or affecting District
04/10/23	J. Earlywine	0.20	59.00	Review status of contributions; confer with Ibarra regarding same; email regarding same
04/10/23	K. Ibarra	0.20	38.00	Correspondence with district manager and developer regarding acquisition of amenity center
04/24/23	J. Earlywine	0.10	29.50	Review audit response letter; email regarding same
04/24/23	J. Gillis	0.30	57.00	Coordinate response to auditor letter
04/27/23	K. Ibarra	0.20	38.00	Prepare FY 2024 budget approval resolution
TOTAL HOURS		1.30		

KUTAK ROCK LLP

Eagle Pointe CDD

May 22, 2023

Client Matter No. 32923-1

Invoice No. 3224274

Page 2

TOTAL FOR SERVICES RENDERED \$310.00

DISBURSEMENTS

Filing and Court Fees 46.50

TOTAL DISBURSEMENTS 46.50

TOTAL CURRENT AMOUNT DUE \$356.50

RECEIVED
05/22/23

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
P. O. BOX 25010
BRADENTON, FL 34206-5010
PHONE: (941) 792-8811
www.mymanatee.org/utilities

ACCOUNT NUMBER: 327091-171006
EAGLE POINTE CDD
11005 MOONSAIL DR

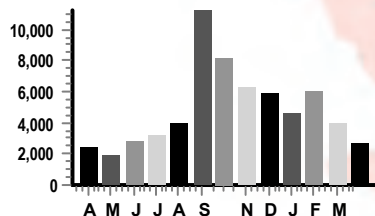
BILLING DATE: 26-APR-2023
DUE DATE: 17-MAY-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						148.48
Payments Received:						148.48
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			100656	103382	2726	
Reclaim Water Common Area						100.86
Total New Charges						100.86
Total Amount Due:						\$100.86

RECLAIM WATER NON-WASTEWATER

Hundreds of Gallons



The 2022 Drinking Water Quality Summary is available at www.mymanatee.org/waterquality. In 2022, all EPA and State drinking water health standards were met. Please call 941.746.3020 Ext. 5021 if you would like a paper copy mailed to you.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
P.O. BOX 25010
BRADENTON, FLORIDA 34206-5010

☐ CHANGE OF MAILING ADDRESS
(Check Box And See Reverse Side)

SERVICE ADDRESS	11005 MOONSAIL DR
ACCOUNT NUMBER	327091-171006
BILLING DATE	26-APR-2023
DUE DATE	17-MAY-2023
TOTAL AMOUNT NOW DUE:	\$100.86

AMOUNT PAID

\$100.86

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0426A 7000005148 00.0018.0167 5101/1 5101 1 MB 0.531



EAGLE POINTE CDD
3434 COLWELL AVE
TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
PO BOX 25350
BRADENTON FL 34206-5350

000327091Z00000100860171006

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
P. O. BOX 25010
BRADENTON, FL 34206-5010
PHONE: (941) 792-8811
www.mymanatee.org/utilities

ACCOUNT NUMBER: 327091-179835
EAGLE POINTE CDD
11450 MOONSAIL DR

BILLING DATE: 26-APR-2023
DUE DATE: 17-MAY-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						699.19
Payments Received:						699.19
Balance Forward:						0.00
03/21	04/20	30				
Wtr Com. Individual Water Usage			1868	2292	424	99.64
Cost Of Basic Service						58.12
Reclaim Wtr WasteWtr Cust			2514	4055	1541	57.02
Reclaim Water Common Area						
Swr Com Individual Sewer Usage					424	220.48
Cost Of Basic Service						164.33
F2_Com. Solid Waste						
Commercial Can						60.57
Total New Charges						660.16
Total Amount Due:						\$660.16

COMM. IND WATER HISTORY

Hundreds of Gallons



RECLAIM WATER WASTEWATER

Hundreds of Gallons



The 2022 Drinking Water Quality Summary is available at www.mymanatee.org/waterquality. In 2022, all EPA and State drinking water health standards were met. Please call 941.746.3020 Ext. 5021 if you would like a paper copy mailed to you.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
P.O. BOX 25010
BRADENTON, FLORIDA 34206-5010

☐ CHANGE OF MAILING ADDRESS
(Check Box And See Reverse Side)

SERVICE ADDRESS	11450 MOONSAIL DR
ACCOUNT NUMBER	327091-179835
BILLING DATE	26-APR-2023
DUE DATE	17-MAY-2023
TOTAL AMOUNT NOW DUE:	\$660.16

AMOUNT PAID

\$660.16

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0426A 9000000073 00.0000.0062 72/1



EAGLE POINTE CDD
3434 COLWELL AVE
TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
PO BOX 25350
BRADENTON FL 34206-5350

000327091Z000000660160179835



**Peace River Electric
Cooperative, Inc.**

Your Touchstone Energy® Cooperative

Customer Care 800-282-3824 8am - 5pm M-F
Pay by Phone 855-386-9924 24/7
Outage 800-282-3824 24/7
Website www.preco.coop



**EAGLE POINTE CDD
CANICE SMITH**

Bill Date
Account #
Member #

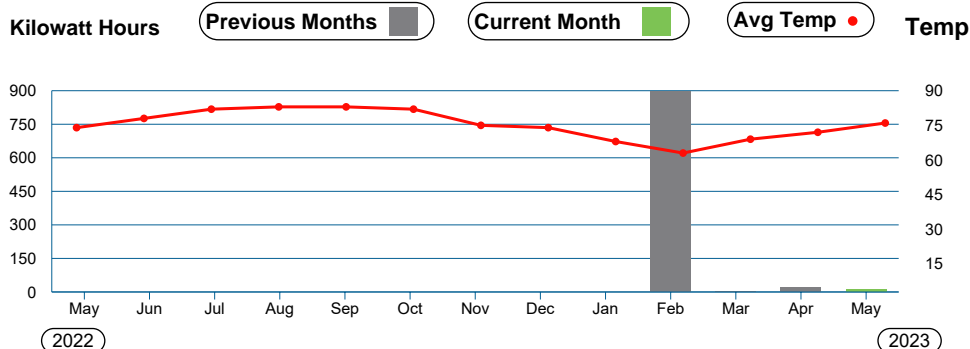
05/02/2023
182570001
200199

**TOTAL
AMOUNT DUE**

\$33.49

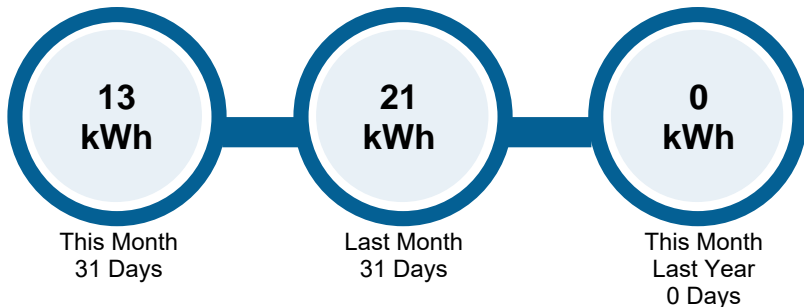
Pay by
05/23/2023

Monthly Energy Use

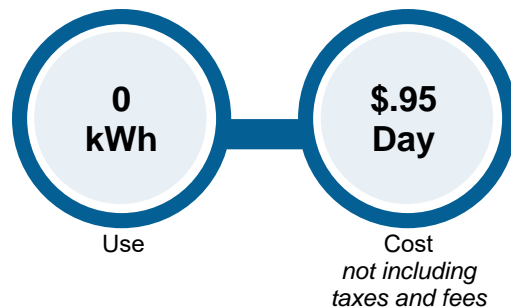


Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison



Your Average Daily Use



Please make check payable to PRECO in U.S. funds and return this portion with your payment.



**Peace River Electric
Cooperative, Inc.**

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account #
Service Address

182570001
11404 CARTER RD

Total Amount Due
Pay by 05/23/2023

\$33.49

☐ Check here to indicate address or phone # change on back.



EAGLE POINTE CDD
CANICE SMITH
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

4 584

PEACE RIVER ELECTRIC COOPERATIVE, INC.
PO BOX 1547
WAUCHULA FL 33873-1547



110260182570001000003349000004349050220239

Account
182570001

Service Address
11404 CARTER RD

Service Description
IRRIGATION

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
38346673	03/27/2023	04/27/2023	920	933	1.0	13	1.774
Account Summary				Current Charges			
Previous Balance			\$34.59	Facilities Use Charge			GS-S \$28.00
Payment(s) Made			-\$34.59	Energy Charge			13 kWh @ 0.121 \$1.57
Balance Forward			\$0.00	CPA			13 kWh @ 0.002 \$0.03
Current Charges			\$33.49	Property Tax Recovery Fee			\$0.64
Total Amount Due			\$33.49	Gross Receipts Tax			\$0.78
				Florida Sales Tax			\$2.16
				Manatee County Tax			\$0.31
				Total Current Charges			\$33.49
				Total Amount Due			\$33.49

Defend your household appliances against electric surges



PRECO'S surge protection helps defend your large, motor-driven appliances from destructive power surges.

Request a surge suppressor by May 31st and PRECO will install it for free. That's a savings of \$24.95.

Learn more: www.preco.coop/energy/surge-protection/

☐ Mailing Address or Phone Number Changes

☐ Permanent ☐ Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____



Online
Pay your bill at
www.preco.coop



Mobile App
Download the
SmarterHub App from
the App Store
or Google Play.



By Phone
Call 855-386-9924
to make a payment.



Locations
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail

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

Invoice

Date	Invoice #
4/28/2023	INV0000079773

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
April	Upon Receipt	00060

[illegible]

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

Invoice

Date	Invoice #
5/1/2023	INV0000079632

Bill To:

EAGLE POINTE CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
May	Upon Receipt	00206

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,591.17	\$1,591.17
Administrative Services	1.00	\$397.83	\$397.83
Financial & Revenue Collections	1.00	\$318.25	\$318.25
Landscape Consulting Services	1.00	\$600.00	\$600.00
Management Services	1.00	\$1,776.83	\$1,776.83
Website Compliance & Management	1.00	\$100.00	\$100.00
		Subtotal	\$4,784.08
		Total	\$4,784.08

RECEIVED
04/25/23

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

Invoice

Date	Invoice #
4/30/2023	INV0000079838

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
April	Upon Receipt	00060

Description	Qty	Rate	Amount
Auto Mileage & Travel	178.82	\$1.00	\$178.82
Cell Phone	50.00	\$1.00	\$50.00
		Subtotal	\$228.82
		Total	\$228.82

RECEIVED
05/08/23

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

Invoice

Date	Invoice #
5/12/2023	INV0000079862

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
May	Upon Receipt	00060

[illegible]

Suncoast Pool Service

P.O. Box 224
Elfers, FL 34680

Invoice

Date	Invoice #
5/1/2023	9289

Bill To
Eagle Pointe CDD

P.O. No.	Terms	Project
May 2023	Net 30	

Quantity	Description	Rate	Amount
1	Swimming Pool Service including chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals Included.	1,100.00	1,100.00
Thank you for your business.		Total	\$1,100.00

Phone #
(727) 271-1395

RECEIVED
04/30/23

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures June 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2023 through June 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$58,579.74**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Eagle Pointe Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Action Security, Inc.	100109	23279	Monthly Monitoring Service 05/23	\$ 195.00
Candice Smith	100115	CS060823	Board of Supervisors Meeting 06/08/23	\$ 200.00
Eagle Pointe CDD	DC060723	DC060723	Debit Card Replenishment 06/07/23	\$ 130.63
Eco-Logic Services, LLC	100121	2901	Lake & Mitigation Services 06/23	\$ 1,425.00
Eco-Logic Services, LLC	100121	2901	Lake & Mitigation Services 06/23	\$ 1,345.00
Florida Power & Light Company	ACH	09468-99440 05/23	11450 Moonsail Dr #AMNTY 05/23	\$ 1,528.25
Florida Power & Light Company	ACH	62286-79491 05/23	8205 Barrier Coast TRL 05/23	\$ 88.66
Florida Power & Light Company	ACH	77602-89491 05/23	11004 Moonsail Dr # Sign 05/23	\$ 36.97
Florida Power & Light Company	ACH	94944-10112 05/23	Street Lights # Isles at Bayvi 05/23	\$ 2,650.39
Grau & Associates, P.A.	100113	24206	Auditing Services FY 2021/2022	\$ 500.00
Isles at Bayview HOA	100128	062623 HOA	Reimbursement for Action Security Invoice	\$ 195.00
Jan-Pro of Manasota	100116	76755	Janitorial Services 06/23	\$ 1,623.00
Juniper Landscaping of Florida, LLC	100110	211745	Irrigation Repairs 04/23	\$ 8,132.50
Juniper Landscaping of Florida, LLC	100111	211746	Infill Planting Beds for Barrier Coast Trail 04/23	\$ 9,766.50
Juniper Landscaping of Florida, LLC	100117	215008	Irrigation Repairs 05/23	\$ 782.25
Juniper Landscaping of Florida, LLC	100118	209607	New Bahia Sod - Barrier Coast Trail 04/23	\$ 564.02
Juniper Landscaping of Florida, LLC	100122	216409	Feralization & Insect and Disease Control 05/23	\$ 4,398.00
Juniper Landscaping of Florida, LLC	100123	217033	#193867 Grounds Maintenance 06/23	\$ 6,189.34
Kutak Rock, LLP	100127	3238568	Legal Services 05/23	\$ 2,852.50
Manatee County Utilities Department	ACH	327091-171006 05/23	11005 Moonsail Dr. 05/23	\$ 179.56

Eagle Pointe Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Manatee County Utilities Department	ACH	327091-179835 05/23	11450 Moonsail Dr. 05/23	\$ 819.74
McClatchy Company, LLC	100124	194330 05/23 182570001	Legal Advertising Acct #24573 05/23	\$ 76.05
Peace River Electric Cooperative, Inc.	100125	04/27/23-05/27/23	11404 Carter Rd 04/27/23-05/27/23	\$ 33.15
Rizzetta & Company, Inc.	100107	INV0000080476	Personnel Reimbursement 05/26/23	\$ 2,430.06
Rizzetta & Company, Inc.	100108	INV0000080656	District Management Fees 06/23	\$ 4,784.08
Rizzetta & Company, Inc.	100114	INV0000080798	Out of Pocket Expenses 05/23 Amenity	\$ 220.30
Rizzetta & Company, Inc.	100119	INV0000080848	Management & Oversight 06/23	\$ 3,136.43
Rizzetta & Company, Inc.	100120	INV0000081311 06/23	Personnel Reimbursement 06/23	\$ 2,443.10
Spectrum	ACH	20941042423 4/23	Internet Service 04/23	\$ 175.41
Spectrum	ACH	442567052423 5/23	Internet Service 05/23	\$ 178.87
Suncoast Pool Service, Inc.	100126	9368 06/23	Monthly Pool Maintenance 06/23	\$ 1,100.00
Tier 1 Pest Solutions LLC	100112	29519	Pest Control Services 04/23	\$ 199.99
Tier 1 Pest Solutions LLC	100112	32256	Pest Control Services 05/23	\$ 199.99
Report Total				<u>\$ 58,579.74</u>

ACTION SECURITY, INC.
1505 MANOR RD
ENGLEWOOD, FL 34223
Sales@ActionSecurityFL.com

Invoice

**BILL TO**

Isles at Bayview CDD aka Eagle
Pointe CDD
Isles at Bayview CDD
c/o Rizzetta & Company, 5844 Old
Pasco Rd Ste 100 Wesley Chapel, FL
33544

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
23279	06/01/2023	\$195.00	06/01/2023	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Service Plan Service plan (monthly) includes: *CCTV assistance with monitoring, video search reports, and technical issues *Database Management *Discounted service rates by eliminating the 2-hour minimum for non-service agreement customers	1	195.00	195.00

FL Contractor ES12001404

BALANCE DUE

\$195.00

Thank you, we appreciate your business!

RECEIVED
05/31/23

EAGLE POINTE CDD**Meeting Date: June 8, 2023****SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if paid	CS060823
Candice Smith	<input checked="" type="checkbox"/>	
Roger Aman	<input type="checkbox"/>	
Paul Martin	<input type="checkbox"/>	
Ed Suchora	<input type="checkbox"/>	
Alyssa Livingstone	<input type="checkbox"/>	

(*) Does not get paid

NOTE: Supervisors are only paid if checked present.**RECEIVED**
06/08/23**EXTENDED MEETING TIMECARD**

Meeting Start Time:	
Meeting End Time:	
Total Meeting Time:	

Time Over _____ (3) Hours:

Total at \$175 per Hour:

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	

Business Mileage Round Trip	
IRS Rate per Mile	
Mileage to Charge	

DM Signature: _____

Eagle Pointe CDD
Clubhouse Debit Card
For the Month

Limit \$1,500.00
 May 2023

06/07/23

*All Expenditures must be supported by receipts in order to be eligible for reimbursement.
 Attach all receipts to this form.*

				Clubhouse Maintenance & Repairs	Clubhouse Janitorial Supplies	Clubhouse Misc. Expense
				001-57200-4647	001-57200-4704	001-57900-4785
Date	Vendor Name	Description	Amount			
05/05/23	Lowes	Loctite Gel Ultra	(12.16)	(12.16)		
05/06/23	The Home Depot	Corner Duster, Aluminum Telescopic Pole	(69.49)		(69.49)	
05/12/23	Sam's Club	Water, Snacks	(48.98)			(48.98)
	TOTAL	001-10201-168	(130.63)	0.00	(69.49)	0.00

DM Approval: Taylor Nielson

Date: **6/7/23**



LOWE'S HOME CENTERS, LLC
8740 US 301 NORTH
PARRISH, FL 34219 (941) 981-6760

- SALE -

SALES#: FSTLAN02 13 TRANS#: 94315603 05-05-23

176218 4G LOCTITE GEL ULTRA 11.36
2 @ 5.68

SUBTOTAL: 11.36
TOTAL TAX: 0.80
INVOICE 73437 TOTAL: 12.16
DEBITVISA: 12.16
CHANGE: 0.00

DEBITVISA: XXXXXXXXXXXX3814 AMOUNT: 12.16 AUTHCD: 093910
CHIP REFID:345307437894 05/05/23 13:57:27

*PIN VERIFIED

TRACE : 437894 RETRIEVAL: 345307437894

PURCHASE	CASH BACK	TOTAL DEBIT
12.16	0.00	12.16

TUR : 8080048000

TSI : 6800 AID : A0000000980840

STORE: 3453 TERMINAL: 07 05/05/23 13:57:38

OF ITEMS PURCHASED: 2
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

LOWE'S PRICE PROMISE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

* WARE YOUR FEEDBACK! *

* ENTER FOR A CHANCE TO WIN *

* ONE OF FIVE WINNERS DRAWN MONTHLY! *

* ENTRE EN EL SORTEO MENSUAL *

* PARA SER UNO DE LOS CINCO GANADORES DE \$500! *

* ENTER BY COMPLETING A SHORT SURVEY *

* WITHIN ONE WEEK AT: www.lowes.com/survey *

* YOUR ID #734371 345371 256656 *

* NO PURCHASE NECESSARY TO ENTER OR WIN. *

* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *

* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *



How does
get more done.

5820 STATE ROAD 64 EAST
BRADENTON, FL 34208 (941)213-6700

1863 00052 65319 05/06/23 01:42 PM
SALE SELF CHECKOUT

761475989312 C&C DUSTER <A> 10.97
UNGER COB WEB & CORNER DUSTER
761475972987 24' POLE <A> 53.97
UNGER ALUMINUM TELESCOPIC POLE 24FT

SUBTOTAL 64.94
SALES TAX 4.55
TOTAL \$69.49

XXXXXXXXXXXX3814 DEBIT

USD\$ 69.49

AUTH CODE 001557

Chip Read

ATM 00000000980840

Verified By PIN
US DEBIT

1863 05/06/23 01:42 PM



1863 52 65319 05/06/2023 4041

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 08/04/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 132790 130979
PASSWORD: 23256 130927

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



sam's club

Self Checkout

CLUB MANAGER MICHAEL HAMMER
(941) 739 - 2130
BRADENTON, FL

05/12/23 13:40 0493 00201 093 9093

JOSEPH

L	561914	MM WATER	F	3.98	M
E	980290152	MM ALKALINEF		10.48	M
H	980311708	MM GLOVE LG		12.48	T
	980022772	MM TOWELS		19.78	T
		SUBTOTAL		46.72	
		TAX 1	7.000 %	2.26	
		TOTAL		48.98	
		DEBIT TEND		48.98	
		CHANGE DUE		0.00	

EFT DEBIT PAY FROM PRIMARY

48.98 TOTAL PURCHASE

US DEBIT **** * 3814 1 0

NETWORK ID. 0056 APPR CODE 001993

US DEBIT

AID A0000000980840

AAC 92E0EF0BBEB40B22

*Pin Verified

TERMINAL # 22294642

Visit [samsclub.com](https://www.samsclub.com) to see your savings

ITEMS SOLD 4

ICH 1032 0613 2862 1846 1880



Eco-Logic Services LLC

PO Box 18204
Sarasota, FL 34276

Invoice

Date	Invoice #
6/1/2023	2901

Bill To

Eagle Point CDD
c/o Rizzetta & Company
3434 Colwell Avenue
Suite 200
Tampa, FL 33614

Isles at Bayview

Description	Amount
Mitigation Maintenance for Phase 1 for May 2023	450.00
Mitigation Maintenance for Phase 2 for May 2023	175.00
Lake Maintenance Services in Phase 1A for May 2023	750.00
Lake Maintenance Services in Phase 1B for May 2023	300.00
Lake Maintenance Services in Phase 2 for May 2023	200.00
Lake Maintenance Services in Phase 3 for May 2023	175.00
Maintenance of sump and ditches for May 2023	175.00
Midge control in Lakes 21 & 22 for May 2023	545.00
<div>RECEIVED06/01/23</div>	
Total	\$2,770.00

Phone # 941-312-1764

Pete@Eco-Logic-Services.com

**Electric Bill Statement****For:** May 8, 2023 to Jun 7, 2023 (30 days)**Statement Date:** Jun 7, 2023**Account Number:** 09468-99440**Service Address:**11450 MOONSAIL DR # AMNTY
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$1,528.25**

TOTAL AMOUNT YOU OWE

Jun 29, 2023

NEW CHARGES DUE BY

KEEP IN MIND

- Payments received after June 29, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after June 18, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

BILL SUMMARY

Amount of your last bill	7,870.31
Payments received	-7,870.31
Balance before new charges	0.00
Total new charges	1,528.25
Total amount you owe	\$1,528.25

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

State regulators are reviewing FPL's plan to reduce 2023 fuel costs that would take effect in July. Learn more at [FPL.com/Rates](https://www.fpl.com/rates).Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)

/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390The amount enclosed includes
the following donation:
FPL Care To Share: _____Make check payable to FPL
in U.S. funds and mail along with
this coupon to:FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001Visit [FPL.com/PayBill](https://www.fpl.com/paybill)
for ways to pay.

09468-99440

ACCOUNT NUMBER

\$1,528.25

TOTAL AMOUNT YOU OWE

Jun 29, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
09468-99440

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	7,870.31
Payments received - Thank you	-7,870.31
Balance before new charges	\$0.00

New Charges

Rate: GSD-1 GENERAL SERVICE DEMAND

Base charge:	\$29.98
Non-fuel: (\$0.034670 per kWh)	\$398.72
Fuel: (\$0.035360 per kWh)	\$406.64
Demand: (\$12.65 per KW)	\$543.95

Electric service amount 1,379.29

Gross receipts tax (State tax) 35.39

Florida sales tax (State tax) 98.39

County sales tax (Local tax) 14.16

Taxes and charges 147.94

Regulatory fee (State fee) 1.02

Total new charges \$1,528.25

Total amount you owe \$1,528.25

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter KU02723. Next meter reading Jul 8, 2023.

Usage Type	Current	- Previous	x Const	= Usage
kWh used	00863	00748	100	11500
Demand KW	.43		100.00	43

ENERGY USAGE COMPARISON

	This Month	Last Month
Service to	Jun 7, 2023	May 8, 2023
kWh Used	11500	15700
Service days	30	31
kWh/day	383	506
Amount	\$1,528.25	\$1,854.13

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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Keep your business safe and secure during a storm.

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Receive a monthly bill credit by allowing FPL Business On Call® to cycle off your A/C when necessary.

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When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

**Electric Bill Statement****For:** May 12, 2023 to Jun 13, 2023 (32 days)**Statement Date:** Jun 13, 2023**Account Number:** 62286-79491**Service Address:**8205 BARRIER COAST TRL # ENTRY
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$88.66**

TOTAL AMOUNT YOU OWE

Jul 5, 2023

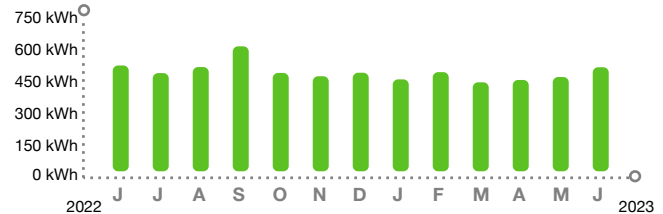
NEW CHARGES DUE BY

BILL SUMMARY

Amount of your last bill	83.59
Payments received	-83.59
Additional Activity	-2.13
Balance before new charges	-2.13
Total new charges	90.79
Total amount you owe	\$88.66

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

ENERGY USAGE HISTORY**KEEP IN MIND**

- Payments received after July 05, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after June 24, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

State regulators are reviewing FPL's plan to reduce 2023 fuel costs that would take effect in July. Learn more at [FPL.com/Rates](https://www.fpl.com/rates).Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)

/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

The amount enclosed includes
the following donation:
FPL Care To Share: _____Make check payable to FPL
in U.S. funds and mail along with
this coupon to:EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001Visit [FPL.com/PayBill](https://www.fpl.com/paybill)
for ways to pay.

62286-79491

ACCOUNT NUMBER

\$88.66

TOTAL AMOUNT YOU OWE

Jul 5, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
62286-79491

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	83.59
Payment received - Thank you	-83.59
Additional activity	
Deposit Interest	-2.13
Balance before new charges	-\$2.13

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Base charge: \$12.68

Non-fuel: (\$0.094820 per kWh) \$50.45

Fuel: (\$0.035360 per kWh) \$18.81

Electric service amount 81.94

Gross receipts tax (State tax) 2.10

Florida sales tax (State tax) 5.84

County sales tax (Local tax) 0.85

Taxes and charges 8.79

Regulatory fee (State fee) 0.06

Total new charges \$90.79

Total amount you owe \$88.66

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter ACD2627. Next meter reading Jul 13, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	11565		11033		532

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Jun 13, 2023	May 12, 2023	Jun 13, 2022
kWh Used	532	482	541
Service days	32	29	32
kWh/day	17	17	17
Amount	\$90.79	\$83.59	\$80.84

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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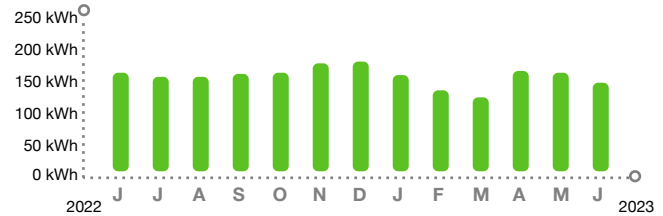
When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

**Electric Bill Statement****For:** May 8, 2023 to Jun 7, 2023 (30 days)**Statement Date:** Jun 7, 2023**Account Number:** 77602-89491**Service Address:**11004 MOONSAIL DR # SIGN
PARRISH, FL 34219**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$36.97**

TOTAL AMOUNT YOU OWE

Jun 29, 2023

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	38.57
Payments received	-38.57
Additional Activity	-0.50
Balance before new charges	-0.50
Total new charges	37.47
Total amount you owe	\$36.97

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payments received after June 29, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after June 18, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

State regulators are reviewing FPL's plan to reduce 2023 fuel costs that would take effect in July. Learn more at [FPL.com/Rates](https://www.fpl.com/rates).Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)

/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

The amount enclosed includes
the following donation:**FPL Care To Share:** _____Make check payable to FPL
in U.S. funds and mail along with
this coupon to:EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001Visit [FPL.com/PayBill](https://www.fpl.com/paybill)
for ways to pay.

77602-89491

ACCOUNT NUMBER

\$36.97

TOTAL AMOUNT YOU OWE

Jun 29, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
77602-89491

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	38.57
Payment received - Thank you	-38.57
Additional activity	
Deposit Interest	-0.50
Balance before new charges	-\$0.50

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Base charge: \$12.68

Minimum base bill charge: \$1.48

Non-fuel: (\$0.094820 per kWh) \$14.32

Fuel: (\$0.035360 per kWh) \$5.34

Electric service amount 33.82

Gross receipts tax (State tax) 0.87

Florida sales tax (State tax) 2.41

County sales tax (Local tax) 0.35

Taxes and charges 3.63

Regulatory fee (State fee) 0.02

Total new charges \$37.47

Total amount you owe \$36.97

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter ACD2629. Next meter reading Jul 8, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	03793		03642		151

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Jun 7, 2023	May 8, 2023	Jun 7, 2022
kWh Used	151	168	168
Service days	30	31	32
kWh/day	5	5	5
Amount	\$37.47	\$38.57	\$36.16

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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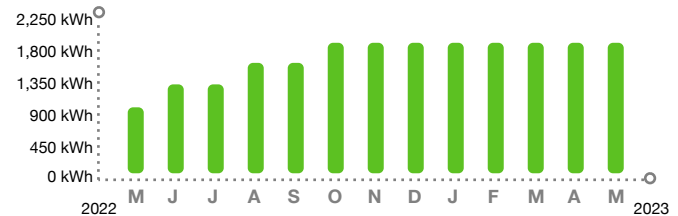
When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

**Electric Bill Statement****For:** Apr 21, 2023 to May 22, 2023 (31 days)**Statement Date:** May 22, 2023**Account Number:** 94944-10112**Service Address:**STREET LIGHTS # ISLES AT BAYVI
PALMETTO, FL 34221**EAGLE POINTE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$2,650.39**

TOTAL AMOUNT YOU OWE

Jun 12, 2023

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	2,660.36
Payments received	-2,660.36
Balance before new charges	0.00
Total new charges	2,650.39
Total amount you owe	\$2,650.39

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payments received after June 12, 2023 are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The amount due on your account will be drafted automatically on or after June 02, 2023. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.

The Florida Public Service Commission has approved a new fuel reduction effective May 1, 2023. State regulators are reviewing FPL's plan to further reduce 2023 fuel costs that would take effect in July.
Learn more at [FPL.com/Rates](https://www.fpl.com/Rates).

Customer Service: (941) 917-0512
Outside Florida: 1-800-226-3545Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)

/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

The amount enclosed includes
the following donation:
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Make check payable to FPL
in U.S. funds and mail along with
this coupon to:

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3434 COLWELL AVE STE 200
TAMPA FL 33614-8390FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

94944-10112

ACCOUNT NUMBER

\$2,650.39

TOTAL AMOUNT YOU OWE

Jun 12, 2023

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
EAGLE POINTE CDD

Account Number:
94944-10112

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	2,660.36
Payment received - Thank you	-2,660.36
Balance before new charges	\$0.00

New Charges

Rate: SL-1 STREET LIGHTING SERVICE

Electric service amount **	2,469.23
Gross receipts tax (State tax)	4.42
Florida sales tax (State tax)	150.21
County sales tax (Local tax)	24.75
Taxes and charges	179.38
Regulatory fee (State fee)	1.78
Total new charges	\$2,650.39
Total amount you owe	\$2,650.39

FPL automatic bill pay - DO NOT PAY

** Your electric service amount includes the following charges:

Non-fuel energy charge:	\$0.049080 per kWh
Fuel charge:	\$0.034620 per kWh

METER SUMMARY

Next bill date Jun 21, 2023.

Usage Type	Usage
Total kWh used	2002

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	May 22, 2023	Apr 21, 2023	May 20, 2022
kWh Used	2002	2002	1012
Service days	31	30	29
kWh/day	65	67	35
Amount	\$2,650.39	\$2,660.36	\$1,280.20

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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Customer Name:
EAGLE POINTE CDD

Account Number:
94944-10112

FPL.com Page 1

ESLA

For: 04-21-2023 to 05-22-2023 (31 days)

kWh/Day: 65

Service Address:

STREET LIGHTS # ISLES AT BAYVI
PALMETTO, FL 34221

Detail of Rate Schedule Charges for Street Lights

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
F863226	65	7000	F	91		2,002	
Energy					0.800000		72.80
Non-energy					10.500000		955.50
Fixtures					1.450000		131.95
Maintenance							
PMF0001				91			
Non-energy					9.610000		874.51
Fixtures							
UCNP				4,464			
Non-energy					0.048650		217.17
Maintenance							
Additional lighting facility charge							
Non-energy							118.00

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



EAGLE POINTE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390



Customer Name:
EAGLE POINTE CDD

Account Number:
94944-10112

FPL.com Page 2

ESLA

For: 04-21-2023 to 05-22-2023 (31 days)

kWh/Day: 65

Service Address:

STREET LIGHTS # ISLES AT BAYVI
PALMETTO, FL 34221

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
Energy sub total							72.80
Non-energy sub total							2,297.13
Sub total						2,002	2,369.93
Energy conservation cost recovery							0.76
Capacity payment recovery charge							0.32
Environmental cost recovery charge							0.88
Storm restoration recovery charge							30.55
Transition rider credit							-8.29
Storm protection recovery charge							5.77
Fuel charge							69.31
Electric service amount							2,469.23
Gross receipts tax (State tax)							4.42
Regulatory fee (State fee)							1.78
Florida sales tax (State tax)							150.21
County sales tax (Local tax)							24.75
Total						2,002	2,650.39

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Eagle Pointe Community Development District
2700 S. Falkenburg Road, Suite 2745
Riverview, FL 33578

Invoice No. 24206
Date 06/02/2023

SERVICE	AMOUNT
Audit FYE 09/30/2022	\$ <u>500.00</u>
Current Amount Due	\$ <u><u>500.00</u></u>

RECEIVED
06/02/23

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
500.00	1,000.00	0.00	0.00	0.00	1,500.00

Payment due upon receipt.

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview, Florida · (813) 533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.crosscreeknorthcdd.org

Check Request

Amount: \$195.00

Date: 06/26/23

Payable To: Isles at Bayview HOA

Reason: CCTV & Gate Maintenance, Database

Management

Requestor: Taylor Nielsen

Directions for Check:

Mail to
3434 colwell ave
ste 200
tampa, fl 33614

ACTION SECURITY, INC.
1505 MANOR RD
ENGLEWOOD, FL 34223
Sales@ActionSecurityFL.com

Invoice

**BILL TO**

Isles at Bayview HOA
Isles at Bayview HOA
c/o Rizzetta & Company, 5844 Old
Pasco Rd Ste 100 Wesley Chapel, FL
33544

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
22408	02/02/2023	\$195.00	03/01/2023	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Service Plan Service plan (monthly) includes: *CCTV assistance with monitoring, video search reports, and technical issues *Preventative Maintenance on automatic gate and access control equipment (quarterly) *Database Management	1	195.00	195.00

FL Contractor ES12001404

BALANCE DUE

\$195.00

Thank you, we appreciate your business!

Isles at Bayview Homeowners Association, Inc.

3434 Colwell Ave Suite 200
Tampa, FL 33614TRUIST
CLEARWATER FL 33760

10055

2/06/2023

PAY TO THE
ORDER OF

ACTION SECURITY, INC.

\$ 195.00

One Hundred Ninety-Five Dollars and 00/100

ACTION SECURITY, INC.
1505 MANOR ROAD
ENGLEWOOD, FL 34223*Sarah C. Badders*

MEMO Invoice: 22408

ENDORSE HERE:

X

PAY TO THE ORDER OF

BANK OF AMERICA

ENGLEWOOD, FL 34223

FOR DEPOSIT ONLY

ACTION SECURITY INC

228024430149

☐ CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT DATE

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Seq: 56

Batch: 811479

Date: 02/13/23

Seq: 00056 02/13/23
BAT: 811479 CC: 0750109332
WT: 03 LTPS: Atlanta ET
RC: Merchants Crossing RC FI 4-412

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TFR Cleaning Services Inc dba Jan-Pro of
Manasota
7361 International Place #408
Sarasota, FL 34240

Invoice

6/1/2023 76755

Eagle Pointe CDD
3434 Colwell Ave Ste 200
Tampa, FL 33614

P.O. No.	Terms	Due Date	Rep
	Net 20	6/21/2023	259JM

FEES FOR
JANITORIAL SERVICES; Monthly Cleaning per Agreement - June 2023

1,623.00

RECEIVED
06/01/23

LOCATION: Isles of Bayview 11450 Moonsail Dr Parrish, FL 34221

Sales Tax (0.0%) \$0.00

Total \$1,623.00

Balance Due \$1,623.00

Phone #	Fax #
941-907-8141	941-907-8142

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
PO Box 628395
Orlando FL 32862-8395



Invoice 211745

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
04/28/23	5/28/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#206855 - River Rock at Carter Road Entrance	\$8,132.50
Site Prep - 04/30/2023	
Cap Existing Irrigation - 04/30/2023	

RECEIVED
05/02/23

Grand Total \$8,132.50

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$27,212.85	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com
321-348-6884

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
PO Box 628395
Orlando FL 32862-8395



Invoice 211746

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
04/28/23	5/28/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#207472 - Infill Plantings for Barrier Coast Trail Planting Beds <i>Left of Street - 04/30/2023</i>	\$9,766.50

Grand Total \$9,766.50

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$27,212.85	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

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05/02/23

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PO Box 628395
Orlando FL 32862-8395



Invoice 215008

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
05/26/23	6/25/2023
Account Owner	PO#
Delfino Agustin	

Item	Amount
#217560 - Irrigation Mainline Repair	\$782.25
Valve Repair - 05/25/2023	

RECEIVED
05/29/23

Grand Total \$782.25

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$6,971.58	\$21,283.52	\$0.00	\$0.00	\$0.00

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Orlando FL 32862-8395



Invoice 209607

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
04/04/23	5/4/2023
Account Owner	PO#
Brad Amos	

Item	Amount
#206852 - New Bahia Sod - Barrier Coast Trail <i>Plant Material - 04/04/2023</i>	\$564.02

Grand Total \$564.02

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$11,369.59	\$0.00	\$564.02	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

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JuniperLandscaping.com
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PO Box 628395
Orlando FL 32862-8395



Invoice 216409

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
05/31/23	6/30/2023
Account Owner	PO#
Delfino Agustin	

Item	Amount
#193867 - Eagle Pointe CDD - 2023 Maintenance Contract	
<i>Insect and Disease Control - 05/25/2023</i>	\$400.00
<i>May Bahia Fert - 05/31/2023</i>	\$700.00
<i>May St. Aug Fert - 05/31/2023</i>	\$1,348.00
<i>May Ornamental Fert - 05/23/2023</i>	\$1,200.00
<i>May Palm Fert - 05/31/2023</i>	\$750.00

RECEIVED
06/01/23**Grand Total \$4,398.00**

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$5,180.25	\$18,463.02	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com
321-348-6884

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
PO Box 628395
Orlando FL 32862-8395



Invoice 217033

Bill To
Eagle Pointe CDD - Maintenance c/o Rizzetta and Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	Due Date
06/01/23	7/1/2023
Account Owner	PO#
Delfino Agustin	

Item	Amount
#193867 - Eagle Pointe CDD - 2023 Maintenance Contract June 2023	\$6,189.34

RECEIVED
06/02/23

Grand Total \$6,189.34

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$11,369.59	\$18,463.02	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

JuniperLandscaping.com
321-348-6884

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

June 23, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3238568

Client Matter No. 32923-1

Notification Email: eftgroup@kutakrock.com

Eagle Pointe CDD
Rizzetta & Company
Unit 200
3434 Colwell Avenue
Tampa, FL 33614

Invoice No. 3238568
32923-1

Re: General Counsel

For Professional Legal Services Rendered

05/04/23	J. Earlywine	1.60	472.00	Prepare for and attend Board meeting; follow-up regarding same
05/04/23	K. Ibarra	1.40	266.00	Prepare acquisition of amenity center improvements
05/06/23	J. Earlywine	1.10	324.50	Prepare assessment and appropriation resolutions, along with mailed and published notices and deficit funding agreement; review draft budget and assessment roll; email regarding same
05/12/23	J. Earlywine	0.40	118.00	Revise budget documents based on email from CDD staff; email regarding same
05/13/23	J. Earlywine	1.10	324.50	Review and revise acquisition documents; analyze issues regarding contribution, and reviewing bond documents regarding the same; email regarding same
05/13/23	J. Earlywine	0.20	59.00	Email regarding budget increase and notices

KUTAK ROCK LLP

Eagle Pointe CDD

June 23, 2023

Client Matter No. 32923-1

Invoice No. 3238568

Page 2

05/16/23	K. Ibarra	0.20	38.00	Conference with developer regarding acquisition of amenity center and utilities
05/21/23	K. Ibarra	1.60	304.00	Prepare acquisition of amenity improvements, contribution resolution and acquisition of phase III utilities improvements
05/22/23	J. Earlywine	1.30	383.50	Review and revise contribution resolution; review and revise acquisition package; emails regarding same
05/24/23	K. Ibarra	1.00	190.00	Prepare acquisition of amenity center improvements and contribution resolution
05/25/23	K. Ibarra	0.10	19.00	Prepare acquisition of amenity center improvements
05/27/23	J. Earlywine	0.30	88.50	Prepare cost share agreement for mobile phone; email regarding same
05/29/23	J. Earlywine	0.60	177.00	Review and revise resolution and certificate regarding contribution obligations; review documents regarding same
05/31/23	J. Earlywine	0.30	88.50	Prepare resolution approving revised budget; email regarding same
TOTAL HOURS		11.20		
TOTAL FOR SERVICES RENDERED				\$2,852.50
TOTAL CURRENT AMOUNT DUE				<u>\$2,852.50</u>

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
P. O. BOX 25010
BRADENTON, FL 34206-5010
PHONE: (941) 792-8811
www.mymanatee.org/utilities

ACCOUNT NUMBER: 327091-171006
EAGLE POINTE CDD
11005 MOONSAIL DR

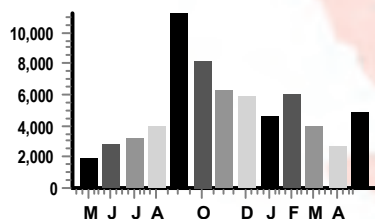
BILLING DATE: 26-MAY-2023
DUE DATE: 16-JUN-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS	PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
Previous Balance:						100.86
Payments Received:						100.86
Balance Forward:						0.00
Reclaim Wtr Non-WasteWtr Cust			103382	108235	4853	
Reclaim Water Common Area						179.56
Total New Charges						179.56
Total Amount Due:						\$179.56

RECLAIM WATER NON-WASTEWATER

Hundreds of Gallons



Effective June 1, 2023, water and wastewater rates will increase as approved by the Board of County Commissioners on March 28, 2023. For additional information, visit www.mymanatee.org/utilities or call 941.792.8811.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
P.O. BOX 25010
BRADENTON, FLORIDA 34206-5010

☐ CHANGE OF MAILING ADDRESS
(Check Box And See Reverse Side)

SERVICE ADDRESS	11005 MOONSAIL DR
ACCOUNT NUMBER	327091-171006
BILLING DATE	26-MAY-2023
DUE DATE	16-JUN-2023
TOTAL AMOUNT NOW DUE:	\$179.56

AMOUNT PAID

\$179.56

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0526A 7000005258 00.0017.0177 5212/2 5212 1 MB 0.531

EAGLE POINTE CDD
3434 COLWELL AVE
TAMPA, FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
PO BOX 25350
BRADENTON FL 34206-5350

000327091200000179560171006

MCUD

MANATEE COUNTY UTILITIES DEPARTMENT
P. O. BOX 25010
BRADENTON, FL 34206-5010
PHONE: (941) 792-8811
www.mymanatee.org/utilities

ACCOUNT NUMBER: 327091-179835
EAGLE POINTE CDD
11450 MOONSAIL DR

BILLING DATE: 26-MAY-2023
DUE DATE: 16-JUN-2023

A LATE PAYMENT FEE WILL BE ASSESSED IF FULL PAYMENT IS NOT RECEIVED BY THE DUE DATE.

FROM DATE	TO DATE	DAYS		PREVIOUS READING	PRESENT READING	USAGE X 100 = GAL.	AMOUNT
			Previous Balance:				660.16
			Payments Received:				660.16
			Balance Forward:				0.00
04/20	05/17	27	Wtr Com. Individual Water Usage	2292	2923	631	148.29
			Cost Of Basic Service				58.12
			Reclaim Wtr WasteWtr Cust	4055	5685	1630	60.31
			Reclaim Water Common Area				60.31
			Swr Com Individual Sewer Usage			631	328.12
			Cost Of Basic Service				164.33
			F2_Com. Solid Waste				
			Commercial Can				60.57
			Total New Charges				819.74
			Total Amount Due:				\$819.74

COMM. IND WATER HISTORY

Hundreds of Gallons



RECLAIM WATER WASTEWATER

Hundreds of Gallons



Effective June 1, 2023, water and wastewater rates will increase as approved by the Board of County Commissioners on March 28, 2023. For additional information, visit www.mymanatee.org/utilities or call 941.792.8811.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MC-1250-19



MANATEE COUNTY UTILITIES DEPARTMENT
P.O. BOX 25010
BRADENTON, FLORIDA 34206-5010

☐ CHANGE OF MAILING ADDRESS
(Check Box And See Reverse Side)

SERVICE ADDRESS	11450 MOONSAIL DR
ACCOUNT NUMBER	327091-179835
BILLING DATE	26-MAY-2023
DUE DATE	16-JUN-2023
TOTAL AMOUNT NOW DUE:	\$819.74

AMOUNT PAID

\$819.74

ADDRESSEE:

MAKE CHECKS PAYABLE TO MCUD

MTE0526A 9000000076 00.0000.0066 75/1



EAGLE POINTE CDD
3434 COLWELL AVE
TAMPA FL 33614-8390



MANATEE COUNTY UTILITIES DEPARTMENT
PO BOX 25350
BRADENTON FL 34206-5350

000327091Z000000819740179835



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

EAGLE POINT CDD
Attn: Accounts Payable
9428 CAMDEN FIELD PARKWAY
RIVERVIEW, FL 33578

MAY INVOICE

Invoice No.:	194330
Invoice Date:	05/31/2023
Due Date:	06/30/2023
Bill-To Account:	24573
Sales Rep:	Crystal Trunick

Dates	Order No.	Description	Product	Size	Billed Units	Times Run	Net Amount
05/24/2023 - 05/24/2023	423969	Print Legal Ad-IPL01238060 IPL0123806	BRD-Bradenton Herald Legal Legals & Public Notices CLS	1 x 64 L	64 L	1	\$76.05

May Summary

Amount Due:	\$76.05
-------------	---------

RECEIVED
06/02/23

Please Return This Portion With Your Payment (Thank You)

McClatchy Company LLC
PO Box 510150
Livonia MI 48151

ADVERTISING INVOICE

EAGLE POINT CDD
Attn: Accounts Payable
9428 CAMDEN FIELD PARKWAY
RIVERVIEW, FL 33578

MAY INVOICE

Invoice No.:	194330
Account No.:	24573
Account Name:	EAGLE POINT CDD
Amount Due:	\$76.05

Email questions to ssccreditandcollections@mcclatchy.com

McClatchy Company LLC
PO Box 510150
Livonia MI 48151

0000024573 0000194330 000007605 8



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
24573	423969	Print Legal Ad-IPL01238060 - IPL0123806		\$76.05	1	64 L

Attention: Stacey Gillis

EAGLE POINT CDD
9428 CAMDEN FIELD PARKWAY
RIVERVIEW, FL 33578

CDDInvoice@rizzetta.com

NOTICE OF PUBLIC MEETING EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Eagle Pointe Community Development District ("District") will hold a special meeting on **June 8, 2023, at 8:30 a.m.** at the **Eagle Pointe Clubhouse**, located at **11450 Moonsail Drive, Parrish, Florida 34219**. The purpose of the meeting will be to consider a revised proposed budget for the fiscal year beginning October 1, 2023. Other business may be considered as well. A copy of the agenda for the meeting can be obtained from the District Office at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 or by phone at 813-533-2950.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at 813-533-2950, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager
Taylor Nielsen
IPL0123806
May 24 2023

THE STATE OF TEXAS COUNTY OF DALLAS

Before the undersigned authority personally appeared Crystal Trunick, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:

1 insertion(s) published on:

05/24/23

THE STATE OF FLORIDA COUNTY OF MANATEE

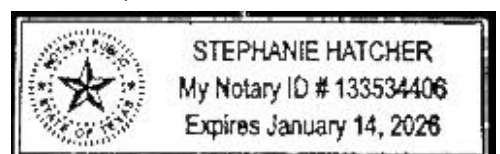
Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Crystal Trunick

Sworn to and subscribed before me this 24th day of May in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



**Peace River Electric
Cooperative, Inc.**

Your Touchstone Energy® Cooperative

Customer Care 800-282-3824 8am - 5pm M-F
Pay by Phone 855-386-9924 24/7
Outage 800-282-3824 24/7
Website www.preco.coop



**EAGLE POINTE CDD
CANICE SMITH**

Bill Date
Account #
Member #

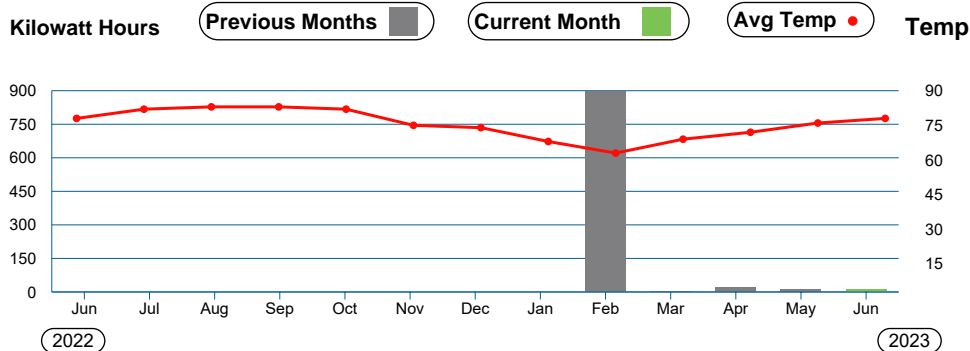
06/02/2023
182570001
200199

**TOTAL
AMOUNT DUE**

\$33.15

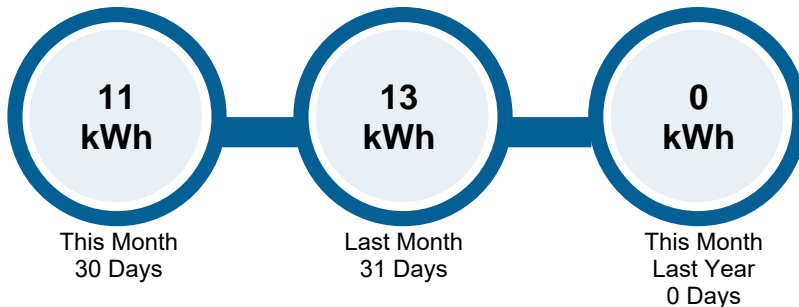
Pay by
06/23/2023

Monthly Energy Use

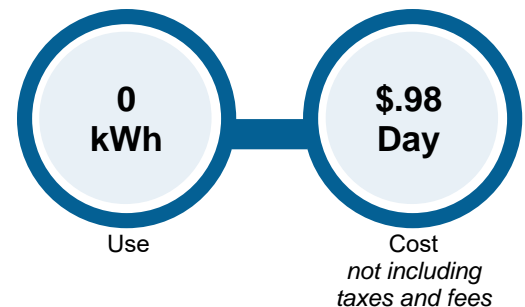


Detailed usage information is available on the SmarHub App or www.preco.coop

Monthly Energy Use Comparison



Your Average Daily Use



Please make check payable to PRECO in U.S. funds and return this portion with your payment.



**Peace River Electric
Cooperative, Inc.**

Your Touchstone Energy® Cooperative

PO Box 1310
210 Metheny Road
Wauchula, Florida 33873
800.282.3824

Account #
Service Address

182570001
11404 CARTER RD

Total Amount Due
Pay by 06/23/2023

\$33.15

☐ Check here to indicate address or phone # change on back.



EAGLE POINTE CDD
CANICE SMITH
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

4 592

PEACE RIVER ELECTRIC COOPERATIVE, INC.
PO BOX 1547
WAUCHULA FL 33873-1547



110260182570001000003315000004315060220233

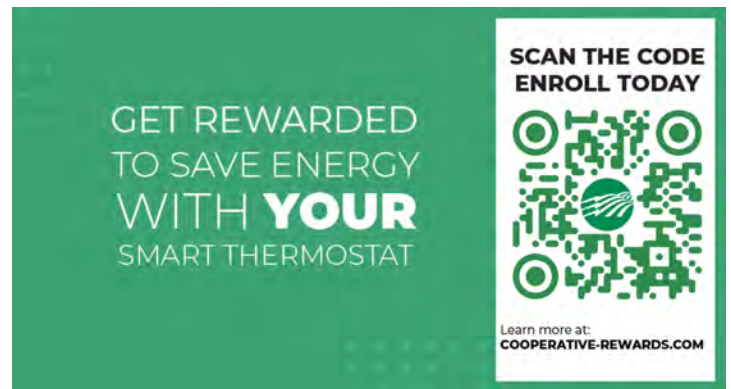
Account
182570001

Service Address
11404 CARTER RD

Service Description
IRRIGATION

Board District
8

Meter #	Service Period		Readings		Meter Multiplier	kWh Usage	kW Reading
	From	To	Previous	Present			
38346673	04/27/2023	05/27/2023	933	944	1.0	11	0.408
Account Summary					Current Charges		
Previous Balance					GS-S \$28.00		
Payment(s) Made					Facilities Use Charge \$1.33		
Balance Forward					Energy Charge 11 kWh @ 0.121 -\$0.03		
Current Charges					CPA 11 kWh @ -0.003 \$0.64		
Total Amount Due					Property Tax Recovery Fee \$0.77		
					Gross Receipts Tax \$2.13		
					Florida Sales Tax \$0.31		
					Total Current Charges		
					\$33.15		
					Total Amount Due		
					\$33.15		



- ☐ Mailing Address or Phone Number Changes
- ☐ Permanent ☐ Temporary (from ___/___/___ to ___/___/___)

Mailing Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____



Online
Pay your bill at
www.precو.coop



Mobile App
Download the
SmarterHub App from
the App Store
or Google Play.



By Phone
Call 855-386-9924
to make a payment.



Locations
Wauchula
210 Metheny Rd
Lakewood Ranch
14505 Arbor Green Trail

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

Invoice

Date	Invoice #
5/26/2023	INV0000080476

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
May	Upon Receipt	00060

Description	Qty	Rate	Amount
Personnel Reimbursement	1.00	\$2,430.06	\$2,430.06
		Subtotal	\$2,430.06
		Total	\$2,430.06

RECEIVED
05/25/23

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

Invoice

Date	Invoice #
6/1/2023	INV0000080656

Bill To:

EAGLE POINTE CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
June	Upon Receipt	00206

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,591.17	\$1,591.17
Administrative Services	1.00	\$397.83	\$397.83
Financial & Revenue Collections	1.00	\$318.25	\$318.25
Landscape Consulting Services	1.00	\$600.00	\$600.00
Management Services	1.00	\$1,776.83	\$1,776.83
Website Compliance & Management	1.00	\$100.00	\$100.00
		Subtotal	\$4,784.08
		Total	\$4,784.08

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

Invoice

Date	Invoice #
5/31/2023	INV0000080798

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
May	Upon Receipt	00060

[illegible]

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

Invoice

Date	Invoice #
6/9/2023	INV0000080848

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
June	Upon Receipt	00060

[illegible]

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

Invoice

Date	Invoice #
6/23/2023	INV0000081311

Bill To:

Eagle Pointe CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
June	Upon Receipt	00060

[illegible]



April 24, 2023
Invoice Number: 0020941042423
Account Number: **8338 12 015 0020941**

Service At: 11450 MOONSAIL DR
PARRISH FL 34219-1872

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at 1-866-519-1263

Summary

Service from 04/24/23 through 05/23/23
details on following pages

Previous Balance	363.23
Payments Received -Thank You!	-363.23
Adjustments	4.99
Remaining Balance	\$4.99
Spectrum Business™ TV	19.99
Spectrum Business™ Internet	127.97
Spectrum Business™ Voice	19.99
Taxes, Fees and Charges	2.47
Current Charges	\$170.42

Total Due by 05/11/23 \$175.41

NEWS AND INFORMATION

NOTE. Taxes, Fees and Charges listed in the Summary only apply to Spectrum Business TV and Spectrum Business Internet and are detailed on the following page. Taxes, Fees and Charges for Spectrum Business Voice are detailed in the Billing Information section.

IMPORTANT NOTICE ABOUT YOUR ACCOUNT: Effective 5/4/2023, updates will be made to our billing system. As a result of this update, you will receive a new account number which can be found in the upper left corner of your monthly billing statement.

As a Spectrum Business customer, your account number enables you to pay online, view recent activity, sign up for paperless billing, and much more. If you are an existing user, your login credentials remain the same, and no action is required on your part.

If you are not an existing user, you may go to www.SpectrumBusiness.net/ and create a username.

When you receive your new account number, please keep it accessible for future reference. If you have automatic bill payment set up or online banking, don't forget to update this information with your financial institution to ensure payment processing.

For more information, visit www.spectrumbusiness.net/support/category/my-account or call 1-800-314-7195.

Thank you for choosing Spectrum Business.
We appreciate your prompt payment and value you as a customer.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8338 1200 NO RP 24 04252023 NNNNNYNN 01 999145

EAGLEPOINT COMMUNITY DEVELOPMENT
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

April 24, 2023

EAGLEPOINT COMMUNITY

Invoice Number: 0020941042423
Account Number: 8338 12 015 0020941
Service At: 11450 MOONSAIL DR
PARRISH FL 34219-1872

Total Due by 05/11/23 \$175.41
Amount you are enclosing \$

Please Remit Payment To:

CHARTER COMMUNICATIONS
PO BOX 7186
PASADENA CA 91109-7186

833812015002094100175414

Invoice Number: 0020941042423
 Account Number: 8338 12 015 0020941

EAGLEPOINT COMMUNITY DEVELOPMENT

Contact Us

Visit us at SpectrumBusiness.net
 Or, call us at 1-866-519-1263

8338 1200 NO RP 24 04252023 NNNNNYNN 01 999145

Charge Details

Previous Balance		363.23
One-time EFT Payment	04/19	-363.23

Payments received after 04/24/23 will appear on your next bill.

Adjustments

Reconnection Fee	04/22	4.99
Adjustments Total		\$4.99

Remaining Balance **\$4.99**

Service from 04/24/23 through 05/23/23

Spectrum Business™ TV

Spectrum Business TV	24.99
Essentials	
Promotional Discount	-5.00
	\$19.99

Spectrum Business™ TV Total **\$19.99**

Spectrum Business™ Internet

Security Suite	0.00
Domain Name	0.00
Vanity Email	0.00
Static IP 1	19.99
Spectrum Business Internet Ultra	199.99
Promotional Discount	-100.00
Business WiFi	7.99
	\$127.97

Spectrum Business™ Internet Total **\$127.97**

Spectrum Business™ Voice

Phone number (941) 981-5846	
Spectrum Business Voice	49.99
Promotional Discount	-30.00

Spectrum Business™ Voice Continued

\$19.99

For additional call details,
 please visit SpectrumBusiness.net

Spectrum Business™ Voice Total **\$19.99**

Taxes, Fees and Charges

Communications Services Tax	2.47
Taxes, Fees and Charges Total	\$2.47

Current Charges **\$170.42**

Total Due by 05/11/23 **\$175.41**

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service - In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Notice - Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Spectrum provided services.

Continued on the next page....

Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support

Simplify your life with Auto Pay!

Spend less time paying your bill
 and more time doing what you love.

It's Easy - No more checks, stamps or trips to the post office
 It's Secure - Powerful technology keeps your information safe
 It's Flexible - Use your checking, savings, debit or credit card
 It's **FREE** - And helps save time, postage and the environment

Set up easy, automatic bill payments with **Auto Pay!**

Visit: spectrumbusiness.net/payment

(My Account login required)

Payment Options

Pay Online - Visit us at SpectrumBusiness.net/payment to get started today! Your account number and security code are needed to register.

Pay by Phone - Make a payment free of charge using our automated payment option at 1-866-519-1263; and authorize payment directly from your bank account or credit card.

For questions or concerns, please call **1-866-519-1263**.



Invoice Number: 0020941042423
Account Number: 8338 12 015 0020941

EAGLEPOINT COMMUNITY DEVELOPMENT

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at 1-866-519-1263

8338 1200 NO RP 24 04252023 NNNNNYNN 01 999145

Authorization to Convert your Check to an Electronic Funds

Transfer Debit - If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgment and acceptance of this policy and its terms and conditions.

The following taxes, fees and surcharges are included in the price of the applicable service - . FEES AND CHARGES: E911 Fee \$0.40, Federal USF \$1.02, Florida CST \$1.73, Sales Tax \$0.02, TRS Surcharge \$0.10.

Billing Practices - Spectrum Business mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Changing Business Locations - Please contact Spectrum Business before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact your Spectrum Business Account Executive at least twenty one (21) business days prior to your move.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Complaint Procedures: If you disagree with your charges, you need to register a complaint no later than 60 days after the due date on your bill statement.

Spectrum Voice Provider - Spectrum Advanced Services, LLC

Video Closed Captioning Inquiries - Spectrum provided set-top boxes for video consumption support the ability for the user to enable or disable Closed Captions for customers with hearing impairment.

For immediate closed captioning concerns, call 1-855-707-7328 or email closedcaptioningsupport@charter.com.

To report a complaint on an ongoing closed captioning issue, please send your concerns via US Mail to W. Wesselman, Sr. Director, 2 Digital Place, Simpsonville, SC 29681, send a fax to 1-704-697-4935, call 1-877-276-7432 or email closedcaptioningissues@charter.com.



Invoice Number:
Account Number::

Eaglepoint Community Development
0020941042423
8338 12 015 0020941



Contact Us

Visit us at [SpectrumBusiness.net](https://www.spectrumbusiness.net)
Or, call us at 1-866-519-1263

8338 1200 NO RP 24 04252023 NNNNNYNN 01 999145





Taxes
and fees
included

Add Mobile.
**SAVE
BIG.**

Save over \$350[^]



EXCLUSIVE NEW OFFER

**SPECTRUM MOBILE
UNLIMITED DATA PLAN**

\$29⁹⁹
/mo. per
line with
Internet*

- + Nationwide 5G⁺ coverage
- + Unlimited data, talk, and text

Get a second

**MOBILE UNLIMITED
LINE FREE**

for 1 year when you buy one mobile line*



CALL 1-855-224-0603



VISIT spectrum.com/business

Limited-time offer; subject to change. Qualified Spectrum Business customers only. Must not have subscribed to applicable services w/ in the last 30 days & have no outstanding obligation to Charter. Devices excluded from offer. *Unlimited Data Offer: Offer valid for new customers adding lines or for current mobile customers adding Unlimited lines to existing service. Smartwatch does not qualify as a line. Unlimited; Reduced speeds after 20 GB of usage per line. ^Free Unlimited line reflected with up to 12 months credit on bill statement; standard rates apply after promo period. Requires purchase of new Mobile Unlimited line; limited to one free Unlimited line per account; standard Mobile rates apply if purchased Unlimited line canceled or downgraded. Free Unlimited line must be ordered at same time as purchased line, and cannot be applied to existing lines on customer account. Offer cannot be combined with other mobile service promotions. SPECTRUM MOBILE: Per line activation fee, Spectrum Business Internet and Auto Pay required. Other restrictions apply. Visit spectrum.com/mobile/plans for details. UNLIMITED: Smartwatch does not qualify as a line. Reduced speeds after 20 GB of usage per line. ^To access 5G, 5G compatible phone and 5G service required. Not all 5G capable phones compatible with all 5G service. Speeds may vary. ^Savings claim based on retail price for Spectrum Mobile in the first 12 months. Services subject to all applicable service terms & conditions, which are subject to change. Services & promo. offers not avail. in all areas. Standard pricing applies after promo. period. Installation & other equipment, taxes & fees may apply. Restrictions apply. Call for details. To stop receiving direct mail offers from Spectrum Business, please visit Business.Spectrum.com/optout. ©2023 Charter Communications, Inc.

BAP-M2305
SA4NF00X



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8337 1200 NO RP 24 05252023 NNNNNYNN 01 985387

EAGLEPOINT COMMUNITY DEVELOPMENT
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

833712015044256700354282

Invoice Number:
Account Number::

Eaglepoint Community Development
0442567052423
8337 12 015 0442567



Contact Us

Visit us at SpectrumBusiness.net
Or, call us at 1-866-519-1263

8337 1200 NO RP 24 05252023 NNNNNYNN 01 985387





May 24, 2023
Invoice Number: 0442567052423
Account Number: **8337 12 015 0442567**

Service At: 11450 MOONSAIL DR
PARRISH FL 34219-1872

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at 1-866-519-1263

Summary Service from 05/24/23 through 06/23/23 details on following pages

Previous Balance	175.41
Payments Received	0.00
Past Due Balance - Due Now	\$175.41
Spectrum Business™ TV	19.99
Spectrum Business™ Internet	127.97
Spectrum Business™ Voice	19.99
One-Time Charges	8.95
Taxes, Fees and Charges	1.97
Current Charges Due By 06/10/23	\$178.87
Total Due	\$354.28

ACTION REQUIRED: ACCOUNT STATUS DELINQUENT

Your account is now in a delinquent status. The total delinquent amount is due immediately and must be paid to avoid collections activity including, potential service suspension. If you resume service after disconnection due to nonpayment, your past due balance, along with first month of service and a reconnection fee will be required.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8337 1200 NO RP 24 05252023 NNNNNYNN 01 985387

EAGLEPOINT COMMUNITY DEVELOPMENT
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

NEWS AND INFORMATION

NOTE. Taxes, Fees and Charges listed in the Summary only apply to Spectrum Business TV and Spectrum Business Internet and are detailed on the following page. Taxes, Fees and Charges for Spectrum Business Voice are detailed in the Billing Information section.

IMPORTANT NOTICE ABOUT YOUR ACCOUNT: Effective 05/04/2023, updates were made to our billing system. As a result of this update, you have received a new account number which can be found in the upper left corner of your monthly billing statement.

As a Spectrum Business customer, your account number enables you to pay online, view recent activity, sign up for paperless billing, and much more. If you are an existing user, your login credentials remain the same, and no action is required on your part.

If you are not an existing user, you may go to www.SpectrumBusiness.net/ and create a username.

Please keep your new account number accessible for future reference. If you have automatic bill payment set up or online banking, don't forget to update this information with your financial institution to ensure payment processing.

For more information, visit www.SpectrumBusiness.net/support/category/my-account or call **1-800-314-7195**.

NEW! Save big on mobile when you buy one mobile unlimited mobile line and get a second line free for a year! Call **1-855-670-6767** to get started.



May 24, 2023

EAGLEPOINT COMMUNITY

Invoice Number: 0442567052423
Account Number: 8337 12 015 0442567
Service At: 11450 MOONSAIL DR
PARRISH FL 34219-1872

Total Due	\$354.28
Amount you are enclosing	\$

Please Remit Payment To:

CHARTER COMMUNICATIONS
PO BOX 7186
PASADENA CA 91109-7186

833712015044256700354282

Invoice Number: 0442567052423
 Account Number: 8337 12 015 0442567

EAGLEPOINT COMMUNITY DEVELOPMENT

Contact Us
 Visit us at SpectrumBusiness.net
 Or, call us at 1-866-519-1263

8337 1200 NO RP 24 05252023 NNNNNYNN 01 985387

Charge Details

Previous Balance	175.41
Past Due Balance - Due Now	\$175.41

Payments received after 05/24/23 will appear on your next bill.

Service from 05/24/23 through 06/23/23

Spectrum Business™ TV

Spectrum Business TV	24.99
Essentials	
Promotional Discount	-5.00
	\$19.99

Spectrum Business™ TV Total **\$19.99**

Spectrum Business™ Internet

Security Suite	0.00
Domain Name	0.00
Vanity Email	0.00
Static IP 1	19.99
Spectrum Business Internet Ultra	199.99
Promotional Discount	-100.00
Business WiFi	7.99
	\$127.97

Spectrum Business™ Internet Total **\$127.97**

Spectrum Business™ Voice

Phone number (941) 981-5846	
Spectrum Business Voice	49.99
Promotional Discount	-30.00
	\$19.99

For additional call details,
 please visit SpectrumBusiness.net

Spectrum Business™ Voice Total **\$19.99**

One-Time Charges

Late Fee	05/24	8.95
One-Time Charges Total		\$8.95

Taxes, Fees and Charges

Communications Services Tax	1.97
Taxes, Fees and Charges Total	\$1.97

Current Charges Due By 06/10/23 **\$178.87**
Total Due **\$354.28**

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service - In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Notice - Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Spectrum provided services.

Authorization to Convert your Check to an Electronic Funds Transfer Debit - If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgment and acceptance of this policy and its terms and conditions.

Continued on the next page....

Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support

Simplify your life with Auto Pay!

Spend less time paying your bill
 and more time doing what you love.

It's Easy - No more checks, stamps or trips to the post office
 It's Secure - Powerful technology keeps your information safe
 It's Flexible - Use your checking, savings, debit or credit card
 It's **FREE** - And helps save time, postage and the environment

Set up easy, automatic bill payments with **Auto Pay!**

Visit: spectrumbusiness.net/payment

(My Account login required)

Payment Options

Pay Online - Visit us at SpectrumBusiness.net/payment to get started today! Your account number and security code are needed to register.

Pay by Phone - Make a payment free of charge using our automated payment option at 1-866-519-1263; and authorize payment directly from your bank account or credit card.

For questions or concerns, please call **1-866-519-1263**.



Invoice Number: 0442567052423
Account Number: 8337 12 015 0442567

EAGLEPOINT COMMUNITY DEVELOPMENT

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at 1-866-519-1263

8337 1200 NO RP 24 05252023 NNNNNYNN 01 985387

The following taxes, fees and surcharges are included in the price of the applicable service - . FEES AND CHARGES: E911 Fee \$0.40, Federal USF \$1.02, Florida CST \$1.73, Sales Tax \$0.02, TRS Surcharge \$0.10.

Billing Practices - Spectrum Business mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Changing Business Locations - Please contact Spectrum Business before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact your Spectrum Business Account Executive at least twenty one (21) business days prior to your move.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Complaint Procedures: If you disagree with your charges, you need to register a complaint no later than 60 days after the due date on your bill statement.

Spectrum Voice Provider - Spectrum Advanced Services, LLC

Video Closed Captioning Inquiries - Spectrum provided set-top boxes for video consumption support the ability for the user to enable or disable Closed Captions for customers with hearing impairment.

For immediate closed captioning concerns, call 1-855-707-7328 or email closedcaptioningsupport@charter.com.

To report a complaint on an ongoing closed captioning issue, please send your concerns via US Mail to W. Wesselman, Sr. Director, 2 Digital Place, Simpsonville, SC 29681, send a fax to 1-704-697-4935, call 1-877-276-7432 or email closedcaptioningissues@charter.com.



Invoice Number:
Account Number::

Eaglepoint Community Development
0442567052423
8337 12 015 0442567



Contact Us

Visit us at SpectrumBusiness.net
Or, call us at 1-866-519-1263

8337 1200 NO RP 24 05252023 NNNNNYNN 01 985387



Suncoast Pool Service

P.O. Box 224
Elfers, FL 34680

Invoice

Date	Invoice #
6/1/2023	9368

Bill To
Eagle Pointe CDD

P.O. No.	Terms	Project
June 2023	Net 30	

Quantity	Description	Rate	Amount
1	Swimming Pool Service including chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals Included.	1,100.00	1,100.00

Thank you for your business.

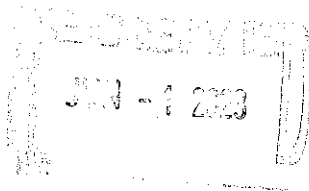
Phone #
(727) 271-1395

RECEIVED
05/29/23

Total \$1,100.00



**Tier 1 Pest Solutions
LLC**
3902 Corporex Park Dr 450
Tampa, FL 33619
(813) 280-9260



Invoice
11450 Moonsail Drive

INVOICE NO. ACCOUNT NUMBER

32256 12814

INVOICE DATE

05/26/2023

LICENSE

Eagle Point CDD
3434 Colwell Ave, Ste
200
Tampa, FL 33614

DUE DATE (NET 0 TERMS)

Upon Receipt

AMOUNT DUE

\$199.00

Community Center (Acct #: 12814)

ITEM	QUANTITY	PRICE	SUBTOTAL
Monthly Commercial	1	\$199.00	\$199.00

Additional Notes

A finance charge of 1.5% will be made on unpaid balances after 30 days.
National Emergency Poison Control: (800)222-1222

Taxes	\$0.00
Invoice Total	\$199.00
Amount Paid	\$0.00
Amount Due	\$199.00

Please make checks payable to:
Tier 1 Pest Solutions

Thank you!



Tier 1 Pest Solutions LLC
3902 Corporex Park Dr 450
Tampa, FL 33619
(813) 280-9260

Eagle Point CDD
3434 Colwell Ave, Ste 200
Tampa, FL 33614

Invoice
11450 Moonsail Drive

INVOICE NO. ACCOUNT NUMBER

29519 12814

INVOICE DATE

04/25/2023

LICENSE

7-02-2023
MAY 30 2023

DUE DATE (NET 0 TERMS)

Upon Receipt

AMOUNT DUE

\$199.00

Community Center (Acct #: 12814)

ITEM	QUANTITY	PRICE	SUBTOTAL
Monthly Commercial	1	\$199.00	\$199.00

Additional Notes

A finance charge of 1.5% will be made on unpaid balances after 30 days.
National Emergency Poison Control: (800)222-1222

Taxes	\$0.00
Invoice Total	\$199.00
Amount Paid	\$0.00
Amount Due	\$199.00

Please make checks payable to:

Tier 1 Pest Solutions

Thank you!

Tab 7

RESOLUTION 2023-05

[FY 2024 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Eagle Pointe Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

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

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

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Eagle Pointe Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

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

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

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

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

ATTEST:

EAGLE POINTE COMMUNITY DEVELOPMENT
DISTRICT

By: _____

Title: _____

By: _____

Its: _____

Exhibit A: Fiscal Year 2023/2024 Budget



Rizzetta & Company

Eagle Pointe Community Development District

EaglePointeCDD.org

**Revised Proposed
Budget for Fiscal
Year 2023-2024**

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Reserve Fund Budget Account Category Descriptions	12
Debt Service Fund Budget Account Category Descriptions	13

Proposed Budget
Eagle Pointe Community Development District
General Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 04/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll	\$ 268,956	\$ 268,957	\$ 268,957	\$ -	\$ 625,069	\$ 356,112	
6	Off Roll*	\$ 46,800	\$ 46,800	\$ -	\$ (46,800)	\$ -	\$ -	
7	Investment Income							
8	Interest Earnings	\$ 16	\$ 27	\$ -	\$ (27)	\$ -	\$ -	
9	Contributions & Donations from Private Sources							
10	Developer Contributions	\$ -	\$ -	\$ 211,452	\$ 211,452	\$ -	\$ (211,452)	
11								
12	TOTAL REVENUES	\$ 315,772	\$ 315,784	\$ 480,409	\$ 164,625	\$ 625,069	\$ 144,660	
13								
14								
15								
16	TOTAL REVENUES AND BALANCE FORWARD	\$ 315,772	\$ 315,784	\$ 480,409	\$ 164,625	\$ 625,069	\$ 144,660	
17								
18	EXPENDITURES - ADMINISTRATIVE							
19								
20	Legislative							
21	Supervisor Fees	\$ 400	\$ 686	\$ 800	\$ 114	\$ 3,800	\$ 3,000	
22	Financial & Administrative							
23	Administrative Services	\$ 2,785	\$ 4,774	\$ 4,774	\$ -	\$ 5,012	\$ 238	contract price
24	District Management	\$ 12,438	\$ 21,322	\$ 21,322	\$ -	\$ 22,388	\$ 1,066	contract price
25	District Engineer	\$ 2,023	\$ 3,468	\$ 8,000	\$ 4,532	\$ 8,000	\$ -	
26	Disclosure Report	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	contract price
27	Trustee Fees	\$ 2,813	\$ 3,500	\$ 3,500	\$ -	\$ 3,500	\$ -	
28	Assessment Roll	\$ 5,304	\$ 5,304	\$ 5,304	\$ -	\$ 5,569	\$ 265	contract price
29	Financial & Revenue Collections	\$ 2,227	\$ 3,819	\$ 3,819	\$ -	\$ 4,010	\$ 191	contract price
30	Accounting Services	\$ 11,139	\$ 19,094	\$ 19,094	\$ -	\$ 20,049	\$ 955	contract price
31	Auditing Services	\$ 2,500	\$ 2,500	\$ 3,125	\$ 625	\$ 4,100	\$ 975	contract price
32	Arbitrage Rebate Calculation	\$ 900	\$ 900	\$ 500	\$ -	\$ 900	\$ 400	contract price
33	Public Officials Liability Insurance	\$ 2,540	\$ 2,540	\$ 2,836	\$ 296	\$ 2,794	\$ (42)	23-24 EGIS proposal
34	Legal Advertising	\$ 879	\$ 1,507	\$ 2,000	\$ 493	\$ 2,000	\$ -	
35	Dues, Licenses & Fees	\$ 774	\$ 1,327	\$ 1,000	\$ (327)	\$ 1,550	\$ 550	movie licensing fee
36	Website Hosting, Maintenance, and Email	\$ 1,853	\$ 2,738	\$ 2,738	\$ -	\$ 2,738	\$ -	contract price
37	Legal Counsel							
38	District Counsel	\$ 8,143	\$ 13,959	\$ 15,000	\$ 1,041	\$ 15,000	\$ -	
39								
40	Administrative Subtotal	\$ 61,718	\$ 92,438	\$ 98,812	\$ 6,774	\$ 106,410	\$ 7,598	
41								
42	EXPENDITURES - FIELD OPERATIONS							
43								
44	Electric Utility Services							
45	Utility Services	\$ 8,204	\$ 14,064	\$ 36,000	\$ 21,936	\$ 40,000	\$ 4,000	
46	Streetlighting	\$ 18,090	\$ 31,011	\$ 19,500	\$ (11,511)	\$ 35,000	\$ 15,500	\$25/pole x 65 poles per month
47	Water Utility Services							
48	Utility Services	\$ 6,141	\$ 10,527	\$ 3,000	\$ (7,527)	\$ 15,000	\$ 12,000	
49	Stormwater Control							
50	Aquatic Maintenance	\$ 10,125	\$ 17,357	\$ 15,600	\$ (1,757)	\$ 25,000	\$ 9,400	lakes phases 1-3
51	Wetland Monitoring & Maintenance	\$ 20,745	\$ 35,563	\$ 12,690	\$ (22,873)	\$ 17,940	\$ 5,250	phase 1-3
52	Midge Fly Treatments	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	need to add, lots of midge fly issues
53	Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	entrance fountains
54	Other Physical Environment							
55	General Liability Insurance	\$ 3,105	\$ 3,105	\$ 3,466	\$ 361	\$ 3,416	\$ (50)	23-24 EGIS proposal
56	Property Insurance	\$ 20,809	\$ 20,809	\$ 341	\$ (20,468)	\$ 38,727	\$ 38,386	23-24 EGIS proposal
57	Landscape Maintenance	\$ 64,617	\$ 110,772	\$ 86,000	\$ (24,772)	\$ 91,356	\$ 5,356	Juniper contract minus amenity breakout (i
58	Irrigation Repairs	\$ 722	\$ 1,238	\$ 5,000	\$ 3,762	\$ 10,000	\$ 5,000	
59	Landscape Inspection Services	\$ -	\$ -	\$ -	\$ -	\$ 8,400	\$ 8,400	contract price
60	Holiday Lights and Décor	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 10,000	\$ 8,500	
61	Landscape Lighting Maintenance	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	
62	Parks and Recreation							
63	Pool Service Contract	\$ 2,200	\$ 3,771	\$ 16,800	\$ 13,029	\$ 13,200	\$ (3,600)	contract price
64	Pool Repairs	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	
65	Pool Permit	\$ -	\$ -	\$ 375	\$ 375	\$ 375	\$ -	
66	Pool Furniture Replacement	\$ 8,732	\$ 14,969	\$ -	\$ (14,969)	\$ 5,000	\$ 5,000	
67	Maintenance & Repairs	\$ -	\$ -	\$ 16,200	\$ 16,200	\$ 15,000	\$ (1,200)	
68	Amenity Management Contract	\$ 19,298	\$ 33,082	\$ 60,400	\$ 27,318	\$ 46,295	\$ (14,105)	contract budget
69	Access Control Maintenance	\$ 1,333	\$ 2,285	\$ 5,000	\$ 2,715	\$ 5,000	\$ -	
70	Amenity Landscape and Irrigation	\$ -	\$ -	\$ 39,600	\$ 39,600	\$ 39,600	\$ -	budget price
71	Clubhouse Office Supplies	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ 5,000	\$ (2,500)	
72	Janitorial Service	\$ 6,379	\$ 10,935	\$ 7,380	\$ (3,555)	\$ 22,000	\$ 14,620	contract price + potential extra clean ups
73	Janitorial Supplies	\$ 427	\$ 732	\$ 1,000	\$ 268	\$ 5,000	\$ 4,000	includes paper products for bathrooms
74	Security System and Cameras	\$ -	\$ -	\$ 11,000	\$ 11,000	\$ 6,000	\$ (5,000)	service plan +repairs/additions
75	Mileage Reimbursement	\$ -	\$ -	\$ 350	\$ 350	\$ 350	\$ -	
76	Telephone, Internet, Cable	\$ 533	\$ 914	\$ -	\$ (914)	\$ 2,500	\$ 2,500	
77	Playground Maintenance	\$ -	\$ -	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	
78	Misc. Recreation	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ (1,000)	included in maintenance and repairs
79	Staff Uniforms	\$ -	\$ -	\$ 500	\$ 500	\$ -	\$ (500)	
80	Pest Control	\$ 275	\$ 471	\$ 1,500	\$ 1,029	\$ 2,500	\$ 1,000	contract price
81	Termite Bond	\$ -	\$ -	\$ 750	\$ 750	\$ 750	\$ -	
82	Fire Extinguishers	\$ -	\$ -	\$ 750	\$ 750	\$ 750	\$ -	
83	Misc. Maintenance	\$ 3,725	\$ 6,386	\$ 9,895	\$ 3,509	\$ -	\$ (9,895)	included in maintenance and repairs
84	Computer Support, Maintenance & Repairs	\$ 1,086	\$ 1,862	\$ 1,000	\$ (862)	\$ 1,500	\$ 500	
85	Special Events							
86	Special Events	\$ 2,533	\$ 4,342	\$ 11,000	\$ 6,658	\$ 8,000	\$ (3,000)	
87	Contingency							
88	Misc. Contingency	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000	
89	Reserve Study	\$ -	\$ -	\$ -	\$ -	\$ 3,500	\$ 3,500	
90								
91	Field Operations Subtotal	\$ 199,079	\$ 324,197	\$ 381,597	\$ 57,400	\$ 518,659	\$ 137,062	
92								
93	TOTAL EXPENDITURES	\$ 260,797	\$ 416,635	\$ 480,409	\$ 64,174	\$ 625,069	\$ 144,660	
94								
95	EXCESS OF REVENUES OVER EXPENDITURES	\$ 54,975	\$ (100,850)	\$ -	\$ 228,799	\$ -	\$ -	
96								

Eagle Pointe Community Development District
Debt Service
Fiscal Year 2023/2024

Chart of Accounts Classification	Series 2020	Budget for 2023/2024
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$456,026.09	\$456,026.09
TOTAL REVENUES	\$456,026.09	\$456,026.09
EXPENDITURES		
Administrative		
Debt Service Obligation	\$456,026.09	\$456,026.09
Administrative Subtotal	\$456,026.09	\$456,026.09
TOTAL EXPENDITURES	\$456,026.09	\$456,026.09
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

7.0%

Gross assessments:

\$490,350.63

Notes:

Tax Roll Collection Costs (3%) and Early Payment Discounts (4%) are a total 7.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT**FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

2023/2024 O&M Budget		\$625,069.00
Collection Cost @	3%	\$20,163.52
Early Payment Discount @	4%	\$26,884.69
2023/2024 Total:		<u>\$672,117.20</u>

2022/2023 O&M Budget		\$268,957.00
2023/2024 O&M Budget		\$625,069.00
Total Difference:		<u>\$356,112.00</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
Series 2020 Debt Service - Single Family 40'	\$1,048.39	\$1,048.39	\$0.00	0.00%
Operations/Maintenance - Single Family 40'	\$1,200.00	\$1,697.27	\$497.27	41.44%
Total	\$2,248.39	\$2,745.66	\$497.27	22.12%
Series 2020 Debt Service - Single Family 50'	\$1,268.82	\$1,268.82	\$0.00	0.00%
Operations/Maintenance - Single Family 50'	\$1,200.00	\$1,697.27	\$497.27	41.44%
Total	\$2,468.82	\$2,966.09	\$497.27	20.14%
Series 2020 Debt Service - Single Family 60'	\$1,505.38	\$1,505.38	\$0.00	0.00%
Operations/Maintenance - Single Family 60'	\$1,200.00	\$1,697.27	\$497.27	41.44%
Total	\$2,705.38	\$3,202.65	\$497.27	18.38%
Series 2020 Debt Service - Single Family 40' (Previously Unplatted)	\$1,048.39	\$1,048.39	\$0.00	0.00%
Operations/Maintenance - Single Family 40' (Previously Unplatted) ⁽¹⁾	\$0.00	\$1,697.27	\$1,697.27	0.00%
Total	\$1,048.39	\$2,745.66	\$1,697.27	161.89%
Series 2020 Debt Service - Single Family 50' (Previously Unplatted)	\$1,268.82	\$1,268.82	\$0.00	0.00%
Operations/Maintenance - Single Family 50' (Previously Unplatted) ⁽¹⁾	\$0.00	\$1,697.27	\$1,697.27	0.00%
Total	\$1,268.82	\$2,966.09	\$1,697.27	133.77%
Series 2020 Debt Service - Single Family 60' (Previously Unplatted)	\$1,505.38	\$1,505.38	\$0.00	0.00%
Operations/Maintenance - Single Family 60' (Previously Unplatted) ⁽¹⁾	\$0.00	\$1,697.27	\$1,697.27	0.00%
Total	\$1,505.38	\$3,202.65	\$1,697.27	112.75%

⁽¹⁾ Operations & Maintenance assessments for the unplatted lots were developer funded for FY 2022-2023. Assessments were levied once sold to an end user

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$625,069.00
COLLECTION COST @	3%	\$20,163.52
EARLY PAYMENT DISCOUNT @	4%	\$26,884.69
TOTAL O&M ASSESSMENT		<u>\$672,117.20</u>

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				PER UNIT ASSESSMENTS		
	SERIES 2020		TOTAL		% TOTAL	TOTAL	2020 DEBT		
	O&M	DEBT SERVICE ⁽¹⁾	EAU FACTOR	EAU's	EAU's	O&M BUDGET	O&M	SERVICE ⁽²⁾	TOTAL ⁽³⁾
Single Family 40'	115	115	1.00	115.00	29.04%	\$195,185.55	\$1,697.27	\$1,048.39	\$2,745.66
Single Family 50'	225	225	1.00	225.00	56.82%	\$381,884.78	\$1,697.27	\$1,268.82	\$2,966.09
Single Family 60'	56	56	1.00	56.00	14.14%	\$95,046.88	\$1,697.27	\$1,505.38	\$3,202.65
Totals	396	396		396.00	100.00%	\$672,117.20			

LESS: Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

(\$47,048.20)

Net Revenue to be Collected:

\$625,069.00

⁽¹⁾ Reflects the number of total lots with Series 2020 debt outstanding.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2020 bond issue. Annual assessment includes principal, interest, Manatee County collection costs and early payment discounts.

⁽³⁾ Annual assessment that will appear on November 2023 Manatee County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County. The second way is by Off Roll collection.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Master Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous fees throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County. The second way is by Off Roll collection.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Tab 8

RESOLUTION 2023-06

[FY 2024 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit A**; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to fund the Adopted Budget through a funding agreement and/or through the imposition of special assessments on benefitted lands within the District, which special assessments may be collected by direct bill or on the tax roll pursuant to Chapter 197, *Florida Statutes*; and

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

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

1. OPERATIONS AND MAINTENANCE ASSESSMENTS.

- a. Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.
- b. Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and

maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

The Board finds and determines that operations and maintenance assessments shall immediately attach only to sold lots (as set forth in **Exhibits “A” and “B”**), and further that operations and maintenance assessments shall also attach on a pro-rated basis to any lots sold during Fiscal Year 2023/2024 at the time of sale, and as evidenced by an estoppel letter prepared by the District’s Manager. All unsold lots owned by the developer do not receive the same level of benefit as sold lots and, accordingly, such lots shall not receive an operations and maintenance assessment for Fiscal Year 2023/2024. Instead, any additional costs of the District’s Adopted Budget (above and beyond the operations and maintenance assessment that attaches to sold lots) shall be funded pursuant to a deficit funding agreement to be entered into between the District and the project developer.

- c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount set forth in **Exhibits “A” and “B”** (plus collection costs and early payment discounts) shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- a. **Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. **Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of Fiscal Year 2023/2024.

As noted above, operations and maintenance assessments shall attach to any lots sold during Fiscal Year 2023/2024 at the time of sale, and as

evidenced by an estoppel letter prepared by the District's Manager. Any such assessments shall be collected directly by the District in accordance with Florida law, and at the time of sale.

- ii. Debt service assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
- iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

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

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

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

PASSED AND ADOPTED this _____ day of _____, 2023.

ATTEST:

**EAGLE POINTE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll (identifying Tax Roll Property and Direct Collect Property)

Tab 9

RESOLUTION 2023-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF EAGLE
POINTE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING
DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE
BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR
AN EFFECTIVE DATE**

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

WHEREAS, the District’s Board of Supervisors (hereinafter the “Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit “A”.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District’s Secretary is hereby directed to file annually, with Manatee County, a schedule of the District’s regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of August 2023.

ATTEST:

**EAGLE POINTE
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairman, Board of Supervisors

**EXHIBIT “A”
BOARD OF SUPERVISORS’ MEETING DATES
EAGLE POINTE
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024**

November 2, 2023

February 1, 2024

May 2, 2024

August 1, 2024

All meetings will convene at 8:30 a.m. at The Eagle Pointe Clubhouse, located at 11450 Moonsail Drive, Parrish, Florida 34219

Tab 10

June 5, 2023

Eagle Pointe Community Development District
c/o Taylor Nielsen, District Manager
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Re: Letter Agreement for Acquisition of Isles at Bayview Phase III Utilities Improvements

Dear Taylor,

Pursuant to the *Acquisition and Advanced Funding Agreement (2020 Project)*, dated July 29, 2020 ("**Acquisition Agreement**"), by and between the Eagle Pointe Community Development District ("**District**") and KL Eagle Point LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds, the amount identified in **Exhibit A** attached hereto which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage), and Developer agrees to ensure that all punch lists and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the Contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer to the District of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to post any bonds or other forms of security necessary to transfer the utilities and offsite Improvements to the County.

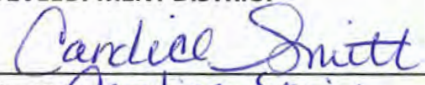
If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

EAGLE POINTE COMMUNITY
DEVELOPMENT DISTRICT

KL EAGLE POINT LLC


Name: Cardice Smith
Title: Chairman

[SIGNATURE ON FOLLOWING PAGE]

Name: _____
Title: _____

June 5, 2023

Eagle Pointe Community Development District
c/o Taylor Nielsen, District Manager
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Re: Letter Agreement for Acquisition of Isles at Bayview Phase III Utilities Improvements

Dear Taylor,

Pursuant to the *Acquisition and Advanced Funding Agreement (2020 Project)*, dated July 29, 2020 ("**Acquisition Agreement**"), by and between the Eagle Pointe Community Development District ("**District**") and KL Eagle Point LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds, the amount identified in **Exhibit A** attached hereto which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage), and Developer agrees to ensure that all punch lists and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the Contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer to the District of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to post any bonds or other forms of security necessary to transfer the utilities and offsite Improvements to the County.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

**EAGLE POINTE COMMUNITY
DEVELOPMENT DISTRICT**

KL EAGLE POINT LLC

[SIGNATURE ON PRIOR PAGE]

Name: _____
Title: _____

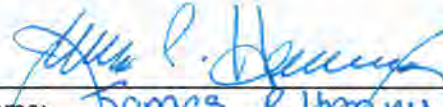

Name: James P. Harvey
Title: Authorized Signatory

EXHIBIT A

Description of Isles at Bayview Phase III Utilities Improvements

All wastewater lines, potable water lines and all reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract A-3 (District Right-of-Way) and all "Public Utility Easements," each as identified in the plat known as *Isles at Bayview Phase III*, as recorded at Plat Book 76, Pages 184 - 195, of the Official Records of Manatee County, Florida.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish
Wastewater	\$750,165.00	\$635,256.00	\$114,909.00
Potable Water	\$485,143.00	\$395,934.50	\$89,208.50
Reclaimed Water	\$326,468.00	\$254,542.00	\$71,926.00
TOTAL:	\$1,561,776.00	\$1,285,732.50	\$276,043.50

CORPORATE DECLARATION AND AGREEMENT
[ISLES AT BAYVIEW PHASE III UTILITIES IMPROVEMENTS]

I, James P. Harvey, as Authorized Signatory of KL Eagle Pointe LLC, a Delaware limited liability company ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is James P. Harvey, and I am Authorized Signatory of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Eagle Pointe Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Engineer's Report for Eagle Pointe*, dated January 2007, as supplemented by the *First Supplemental Engineer's Report (2020 Project)*, dated February 14, 2020 (together, "**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 5th day of June, 2023.

KL EAGLE POINT LLC

[Signature]
Name: James P Harvey
Title: Authorized Signator

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of June, 2023, by James P. Harvey as Authorized Signator of KL EAGLE POINT LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: Alyssa Livingstone
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)



Alyssa Livingstone
Comm.: HH 180367
Expires: Sept. 29, 2025
Notary Public - State of Florida

EXHIBIT A

Description of Isles at Bayview Phase III Utilities Improvements

All wastewater lines, potable water lines and all reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract A-3 (District Right-of-Way) and all "Public Utility Easements," each as identified in the plat known as *Isles at Bayview Phase III*, as recorded at Plat Book 76, Pages 184 - 195, of the Official Records of Manatee County, Florida.

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Reclaimed Water	\$326,468.00	\$254,542.00	\$71,926.00
TOTAL:	\$1,561,776.00	\$1,285,732.50	\$276,043.50

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[ISLES AT BAYVIEW PHASE III UTILITIES IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 26th day of June, 2023, by **E.T. MacKenzie of Florida, Inc.**, a Florida corporation, with an address of 6212 33rd Street E, Bradenton, Florida 34203 ("**Contractor**"), in favor of the **Eagle Pointe Community Development District ("**District**")**, which is a local unit of special-purpose government situated in Manatee County, Florida, with an address of c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

RECITALS

WHEREAS, pursuant to that certain construction contract dated 4-18-2022 ("**Contract**") between Contractor and KL Eagle Point LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("**Improvements**")**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. CERTIFICATION. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$276,043.50 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

E.T. MACKENZIE OF FLORIDA, INC.

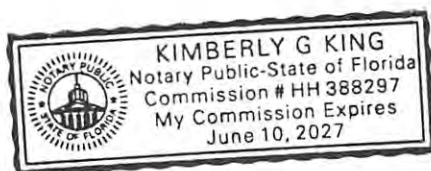

By: Scott Huber
Its: GM

STATE OF FL
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of June, 2023, by Scott Huber as General Manager of E.T. Mackenzie FL, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



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

EXHIBIT A

Description of Isles at Bayview Phase III Utilities Improvements

All wastewater lines, potable water lines and all reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract A-3 (District Right-of-Way) and all "Public Utility Easements," each as identified in the plat known as *Isles at Bayview Phase III*, as recorded at Plat Book 76, Pages 184 - 195, of the Official Records of Manatee County, Florida.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish
Wastewater	\$750,165.00	\$635,256.00	\$114,909.00
Potable Water	\$485,143.00	\$395,934.50	\$89,208.50
Reclaimed Water	\$326,468.00	\$254,542.00	\$71,926.00
TOTAL:	\$1,561,776.00	\$1,285,732.50	\$276,043.50

**DISTRICT ENGINEER'S CERTIFICATE
[AMENITY CENTER IMPROVEMENTS]**

June 8, 2023

Board of Supervisors
Eagle Pointe Community Development District

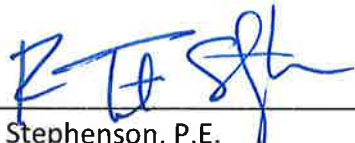
Re: Acquisition of Amenity Center Improvements

Ladies and Gentlemen:

The undersigned is a representative of LevelUp Consulting, LLC ("**District Engineer**"), as District Engineer for the Eagle Pointe Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from KL Eagle Point LLC ("**Developer**") as to certain public "**Improvements**" as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report for Eagle Pointe*, dated January 2007, as supplemented by the *First Supplemental Engineer's Report for the Eagle Pointe Community Development District (2020 Project)*, dated February 14, 2020 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.

LEVELUP CONSULTING, LLC



Trent Stephenson, P.E.
Florida Registration No. 59514
District Engineer

EXHIBIT A
Description of Amenity Center Improvements

All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, specialties, pools, mechanical, and electrical improvements as described in that certain *Contractor Agreement*, between Hardscapes 2, Inc., and KL Eagle Point LLC, dated June 7, 2021, as amended, and located on Tract F, Isles at Bayview Phase I, Subphases A & B, as recorded in Plat Book 70, Pages 102 – 121, of the Official Records of Manatee County, Florida.

<u>Total Amount</u>	<u>Amount Paid To Date</u>	<u>Outstanding Balance</u>
\$2,293,157.00	\$2,143,275.09 ¹	\$149,881.91

¹ Pursuant to that certain *Cost Share Agreement*, between the District, the Developer and Pulte Home Company, LLC, dated September 3, 2020, and recorded in the Public Records of Manatee County, Florida at Instrument Number 202041104858, and as amended from time to time, 29.36% - or \$629,265.57 – of the cost of the Amenity Center Improvements are included within the District's 2020 Project and may be counted as a contribution to offset amounts owed to the District.

DISTRICT ENGINEER'S CERTIFICATE
[ISLES AT BAYVIEW PHASE III UTILITIES IMPROVEMENTS]

June 8, 2023

Board of Supervisors
Eagle Pointe Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:


The undersigned is a representative of LevelUp Consulting, LLC ("**District Engineer**"), as District Engineer for the Eagle Pointe Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from KL Eagle Point LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report for Eagle Pointe*, dated January 2007, as supplemented by the *First Supplemental Engineer's Report (2020 Project)*, dated February 14, 2020 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON FOLLOWING PAGE]

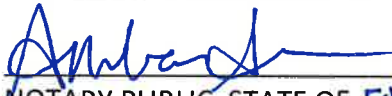
6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

LEVELUP CONSULTING, LLC


Trent Stephenson, P.E.
Florida Registration No. 59514
District Engineer

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8 day of June, 2023, by Trent Stephenson as President of LevelUp Consulting, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF Florida
Name: Amber Jackson
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

(NOTARY SEAL)

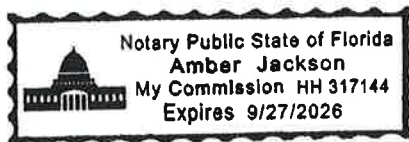


EXHIBIT A

Description of Isles at Bayview Phase III Utilities Improvements

All wastewater lines, potable water lines and all reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract A-3 (District Right-of-Way) and all "Public Utility Easements," each as identified in the plat known as *Isles at Bayview Phase III*, as recorded at Plat Book 76, Pages 184 - 195, of the Official Records of Manatee County, Florida.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish
Wastewater	\$750,165.00	\$635,256.00	\$114,909.00
Potable Water	\$485,143.00	\$395,934.50	\$89,208.50
Reclaimed Water	\$326,468.00	\$254,542.00	\$71,926.00
TOTAL:	\$1,561,776.00	\$1,285,732.50	\$276,043.50

BILL OF SALE AND LIMITED ASSIGNMENT
[ISLES AT BAYVIEW PHASE III UTILITIES IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 1st day of May, 2023, by and between **KL Eagle Point LLC**, a Delaware limited liability company, with an address of 14025 Riveredge Drive, Suite 1785, Tampa, Florida 33637 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Eagle Pointe Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

BACKGROUND STATEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

KL EAGLE POINT LLC

By: [Signature]
Name: JARED LYBBERT

Name: [Signature]
Title: James P. Harvey
Authorized Signator

By: [Signature]
Name: Baron Woodard

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of June, 2023, by James P. Harvey as Authorized Signator of KL Eagle Point LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: Alyssa Livingstone
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

(NOTARY SEAL)



Alyssa Livingstone
Comm.: HH 180367
Expires: Sept. 29, 2025
Notary Public - State of Florida

EXHIBIT A

Description of Isles at Bayview Phase III Utilities Improvements

All wastewater lines, potable water lines and all reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract A-3 (District Right-of-Way) and all "Public Utility Easements," each as identified in the plat known as *Isles at Bayview Phase III*, as recorded at Plat Book 76, Pages 184 - 195, of the Official Records of Manatee County, Florida.

Improvement	Total Amount	Amount Paid to Date	Balance to Finish
Wastewater	\$750,165.00	\$635,256.00	\$114,909.00
Potable Water	\$485,143.00	\$395,934.50	\$89,208.50
Reclaimed Water	\$326,468.00	\$254,542.00	\$71,926.00
TOTAL:	\$1,561,776.00	\$1,285,732.50	\$276,043.50

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 189, Florida Statutes and located in Manatee County, Florida, whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (hereinafter referred to as "**SELLER**"), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **MANATEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as "**COUNTY**"), has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

1. All wastewater lines, pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto located within or upon that certain real property owned by the SELLER and described below; and

2. All potable water lines, pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto located within or upon that certain real property owned by the SELLER and described below; and

3. All reclaimed potable water lines, pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances located within or upon that certain real property owned by the SELLER and described below; and

All on the property described in **Exhibit "A"**, attached hereto and made a part hereof, situate, lying and being in Manatee County, State of Florida.

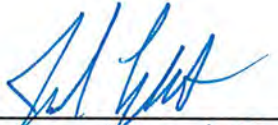
TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomsoever.

[REMAINDER LEFT BLANK, SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this the 2ND day of May 2023.

WITNESS



Print Name: JARED LYBERTY


Print Name: Byron Woodward

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of May, 2023, by Candice Smith as Chairman of the Eagle Pointe Community Development District, on behalf of the District, who ☒ is personally known to me or ☐ has produced _____ as identification.

[Affix Seal Here]


NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Alyssa Livingstone
My Commission Expires: Sept 29, 2025
Commission Number: HH 180367



Alyssa Livingstone
Comm.: HH 180367
Expires: Sept. 29, 2025
Notary Public - State of Florida

IN WITNESS WHEREOF, the COUNTY has hereunto set its hand and seal, by and through its duly authorized representatives, this _____ day of _____, 2023.

**MANATEE COUNTY, a political
subdivision of the State of
Florida**

By: Board of County Commissioners

Scott Hopes, County Administrator

**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Scott Hopes (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who _____ is personally known to me or has produced _____ as identification

[Affix Seal Here]

NOTARY PUBLIC - STATE OF FLORIDA

Print Name: _____

My Commission Expires: _____

Commission Number: _____

EXHIBIT A

Description of Isles at Bayview Phase III Utilities Improvements

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Improvement	Total Amount	Amount Paid to Date	Balance to Finish
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Reclaimed Water	\$326,468.00	\$254,542.00	\$71,926.00
TOTAL:	\$1,561,776.00	\$1,285,732.50	\$276,043.50

Tab 11


Sales Proposal

Kolter Land Partners
Roger Aman
14025 Riveredge Drive Suite 175
Tampa, FL 33637

Quote No. SP124399-4
Customer No. C000513
Document Date 05/24/2023
Expiration Date 07/23/2023

Sales Representative Dara Sizemore
E-Mail DarSiz@Kompan.com
Phone No. 813-404-9534 / 800-426-9788

Project Name US295136 Isles at Bayview Phase 2

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
OPTION 1					
<u>NRO613-1001</u> 	Music Play Panel 2 - Untreated In-ground 100cm	1 Pieces	5,990.00	10.00	5,391.00
INSTALL SPECIAL	Installation of Kompan Equipment	1 Pieces	4,179.87		4,179.87
FREIGHT	Freight	1 Pieces	1,437.60		1,437.60
US-CUSTOM-SURFACING	Provide/Install Blown in EWF+FF up to 12" by CY 1076sf	54 Sq. Feet	100.09		5,404.86

Please read attached General Assumptions and
Exclusion document for information on
Install/Sitework.
Equipment Per Site Plan K2.1 /dated 5.24.23

Please allow 9-11 weeks for product delivery upon
order placement.

Description	Qty	Retail Price	Discount	Net Price
No. of Products	1			
Subtotal - Products		5,990.00	599.00	5,391.00
Subtotal - Surfacing		5,404.86		5,404.86
Subtotal - Installation		4,179.87		4,179.87
Subtotal - Freight		1,437.60		1,437.60
Total USD Excl. Tax				16,413.33
Estimated Tax rate				830.57
Total USD Incl. Tax				17,243.90

Payment Terms 50% Prepayment , 50% Net 30 days



Sales Proposal

Kolter Land Partners
Roger Aman
14025 Riveredge Drive Suite 175
Tampa, FL 33637

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Expiration Date 07/23/2023

Sales Representative Dara Sizemore
E-Mail DarSiz@Kompan.com
Phone No. 813-404-9534 / 800-426-9788

Project Name US295136 Isles at Bayview Phase 2

Installation Site Address

Isles at Bayview
14025 Riversedge Drive suite 175
Tampa, FL 33637

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

Music Play Panel 2

NRO613



The Music Play Panel 2 attracts children immensely with its colorful combinations of rhythm, sounds, and tones. Children will return again and again to be part of creative play on their own or with friends and teachers. The music pipes offer sensory variations with a tonal sound outcome. Children develop the hand-eye coordination that is crucial to control

of movement and fine motor skills like handwriting. The black rubber flaps can be plunked, or pipes beat and tunes created. This trains logical as well as creative thinking and invites cooperation and social play. The Percussion Panel is an immense play invitation for children. The drums can be played alone or together. There is room for many users to

congregate around them. This encourages social interaction and co-creation when drumming rhythms and singing along. It also stimulates cognition and creativity as children create rules and rhythms together or individually.



Music Play Panel 2

NRO613



Two sides

Social-emotional: invites cooperation and communication. The low height and the transparency of the panel makes interaction possible between the two sides.



Drums

Social-emotional: cooperation and co-creation, parallel and group play.
Cognitive: cause and effect understanding when creating sounds, supporting a sense of rhythm that is essential for pre-reading skills.
Creative: creating and leaving a mark with sound.



Rubber flaps

Social-emotional: the two rows of flaps invite cooperation and co-creation.

Cognitive: cause and effect understanding when discovering sound from flaps hitting tubes.



Music tubes

Social-emotional: invite social interaction and co-creation for more children, on both sides.

Cognitive: understanding of cause and effect when striking tubes.

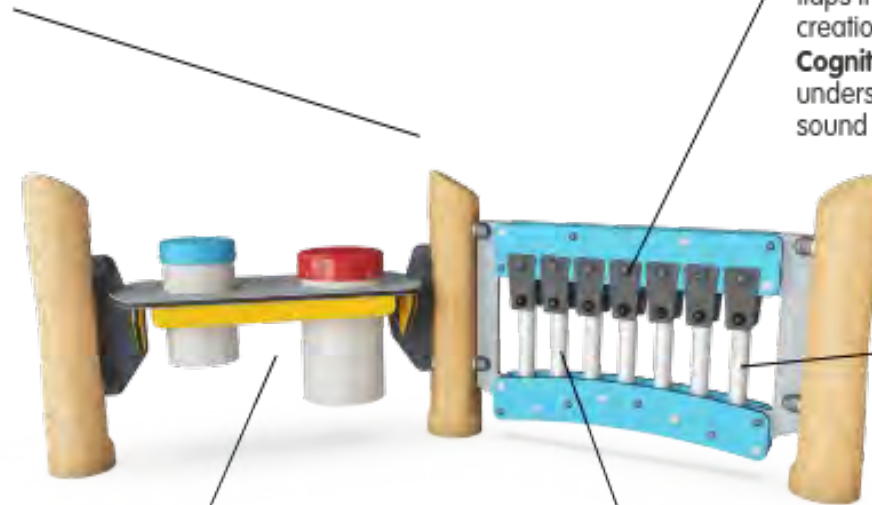
Creative: the creation of different intensity and tonality stimulates creative skills.



Tonality

Cognitive: creative thinking when combining tones into tunes.

Creative: composing new tonal combinations stimulates creativity.

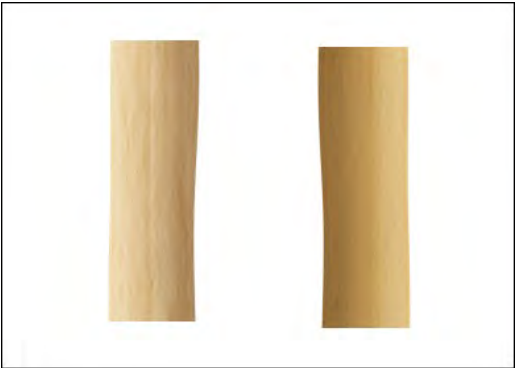


Music Play Panel 2

NRO613



All Organic Robinia products by KOMPAN are made of Robinia wood from sustainable European sources. On request it can be supplied as FSC® Certified (FSC® C004450).



The Robinia wood can be supplied as untreated raw wood or painted with a brown colored transparent pigment that maintains the golden wood color of the wood.



There are Multiple footing options for all products: Surface anchoring with steel footings and expansion bolts. Wood in-ground or steel in-ground footings.

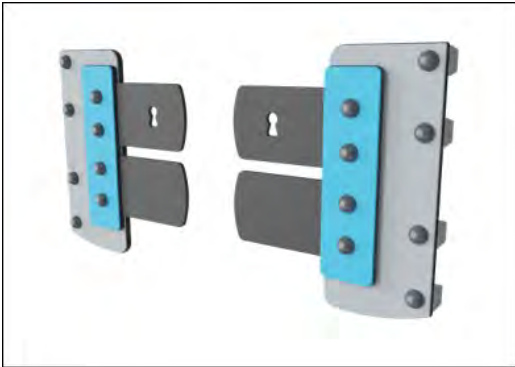
Item no. NRO613-1001	
Installation Information	
Max. fall height	0"
Safety surfacing area	0 ft2
Number of installers	2
Total installation time	4.8
Excavation volume	0.50 yd3
Concrete volume	0.00 yd3
Footing depth (standard)	3'3"
Shipment weight	296 lbs
Anchoring options	In-ground ✓ Surface ✓
Warranty Information	
Robinia Wood	10 years
EcoCore HDPE	Lifetime
Hot dip galvanized steel	Lifetime
Movable parts	2 years
Spare parts guaranteed	10 years



Panels of 19mm EcoCore™. EcoCore™ is a highly durable, eco friendly material, which is not only recyclable after use, but also consists of a core produced from 100% recycled material.



The Xylophone music panel consist of HDPE material in 19mm EcoCore™. The pipes are made of die cast aluminum specifically alloyed for outdoor environments. The percussion panel consist of 2 Conga Drums with PP tubes and top in colored ABS.



Membranes consist of friction-proof rubberized material of conveyor belt quality with excellent UV resistance. Embedded is a four-layered armoring made of woven polyester. The armoring and the two surface layers result in a total thickness of 9 mm.

Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	2	1
Required	0	2	1



Cradle to Gate A1-A3	Total CO ₂ emission	CO ₂ e/kg	Recycled materials
	kg CO ₂ e	kg CO ₂ e/kg	%
NRO613-1001	134.20	1.07	12.40

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark



Validation of CO₂ calculation of: Nature play



Data version no. 2021-09-27

The CO₂ calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Nature play" represented by item no.: NRO409-0621. (Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 15. October 2021 | Valid until: 15. October 2023

Validated by:

Bente Hviid

Bente Hviid, Senior Consultant

Peter Bendtsen

Peter Bendtsen, Senior Consultant

Validation based on report: Validation of CO₂ calculation of 8 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Bente Hviid and Peter Bendtsen.

Publication date: 15. October 2021

By Bureau Veritas HSE
www.bureauveritas.dk
+45 7731 1000

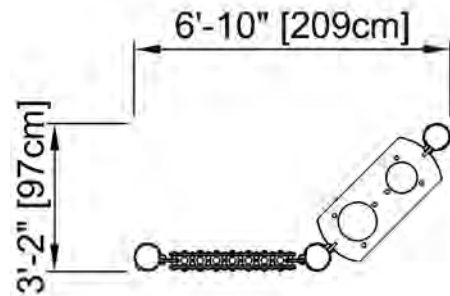


Music Play Panel 2

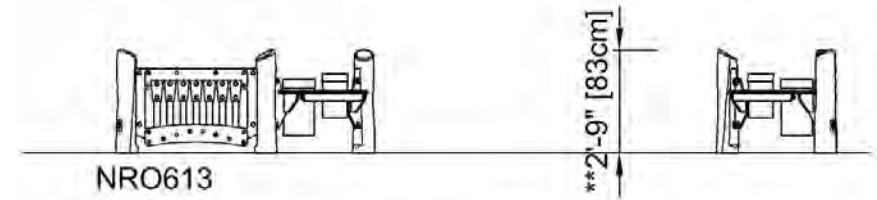
NRO613

* Max fall height | ** Total height | *** Safety surfacing area

* Max fall height | ** Total height

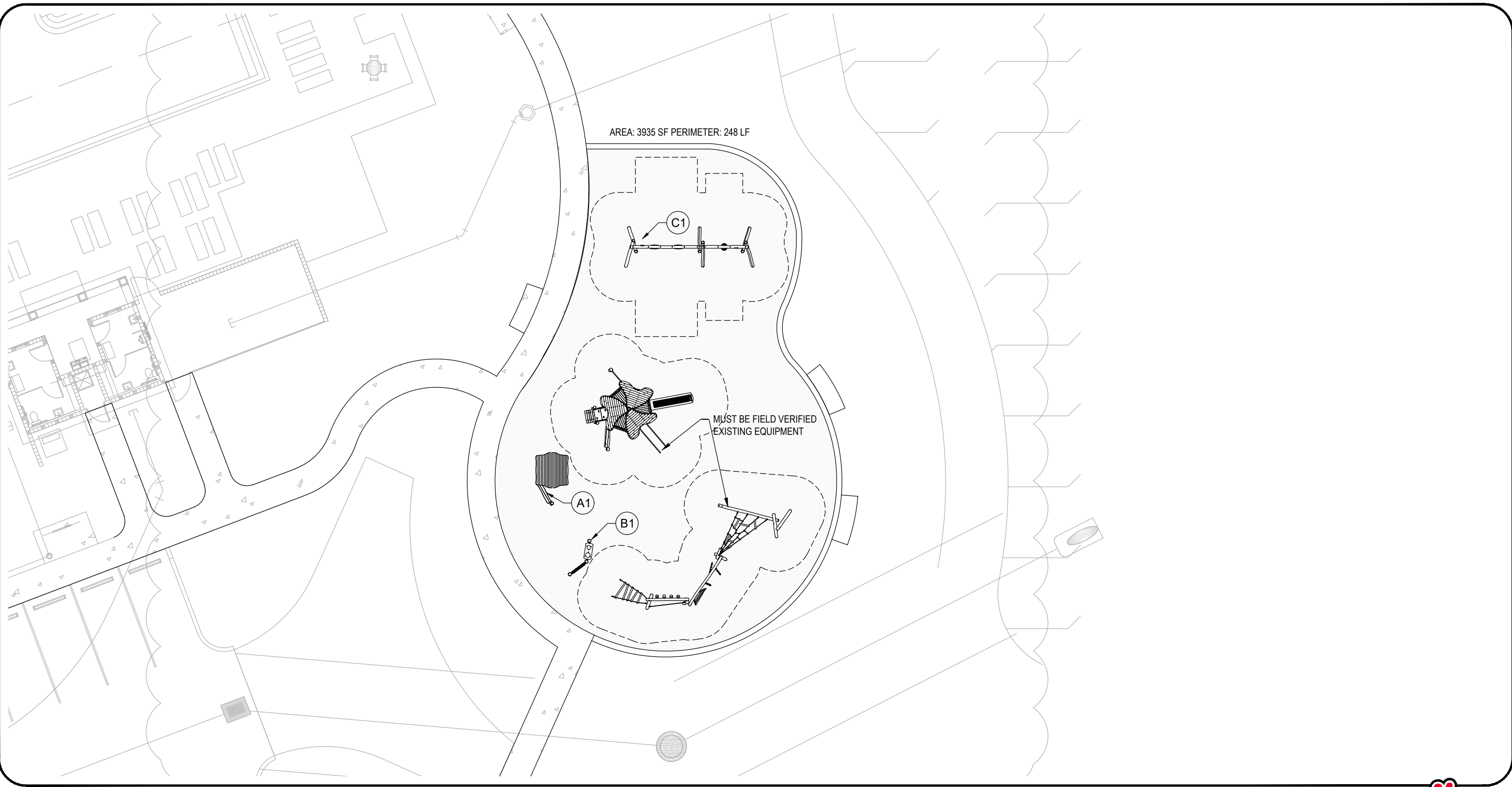


NRO613
** 2'-9" / 83cm



[Click to see TOP VIEW](#)

[Click to see SIDE VIEW](#)



#	Product Number	Product Name	M.F.H.	Count
A	NRO416-xx01	Little Duck's Gate	0"	1
B	NRO613-xx01	Music Play Panel 2	0"	1
C	NRO923-CUSTOM_202 24580	Swing	7' 11"	1

Isle at Bayview

14025 Riveredge Drive Suite 175
Tampa, FL
Site Plan



MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 51/2" OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

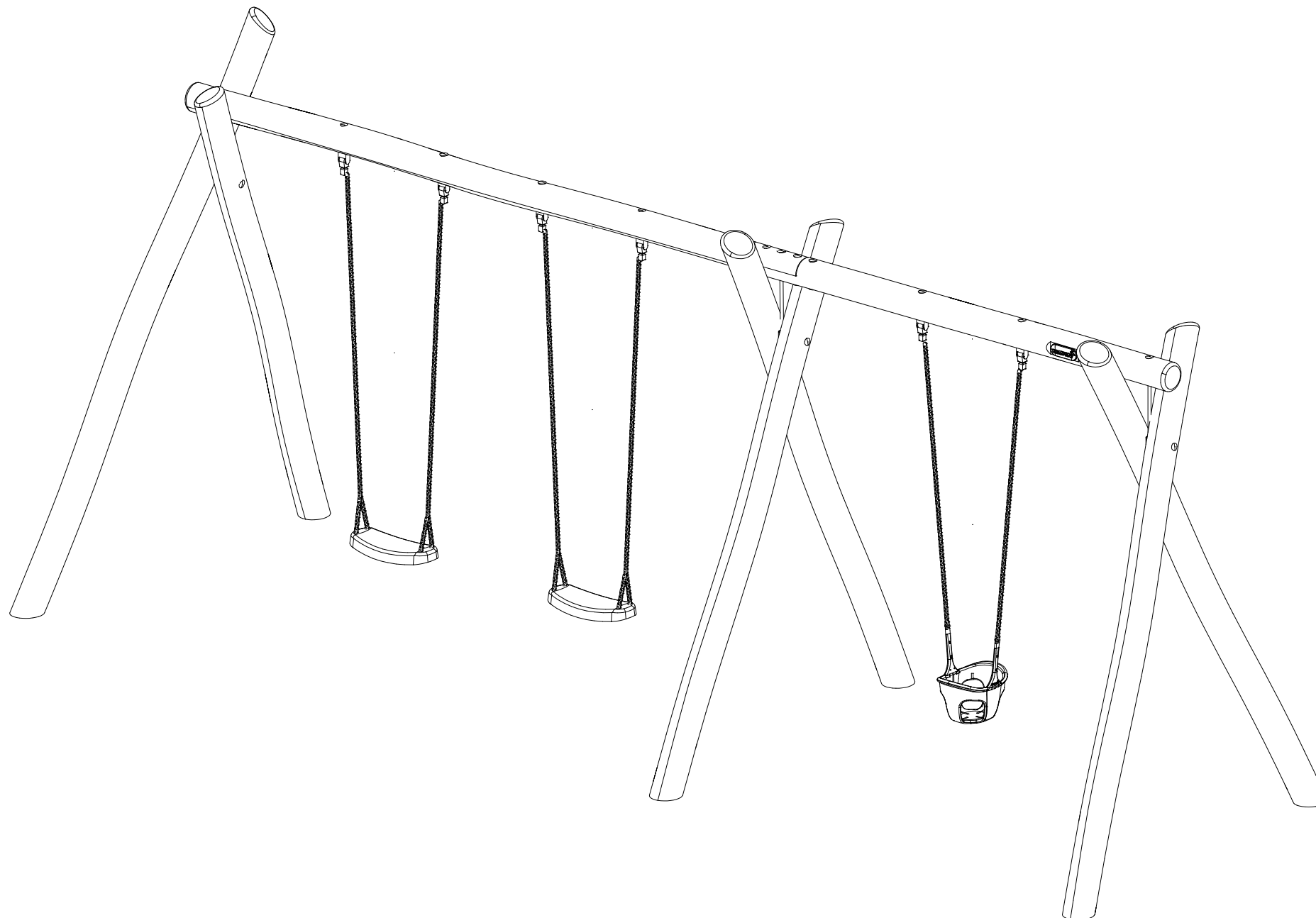
DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN © 2023 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788

REVIEW BY: DESIGN	DATE: 052423	SHEET: K2.1
REPS NAME: DarSiz	DRAWN BY: MirRig	
REV. NO. -	REV. BY: -	REVISION NOTES: -
		REVISION DATE: -

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

Colorline:	Natural
Foundation:	113 cm post
Norm:	ASTM
Units:	inch
Post Material:	----





Sales Proposal

Kolter Land Partners
Roger Aman
14025 Riveredge Drive Suite 175
Tampa, FL 33637

Quote No. SP124546-1
Customer No. C000513
Document Date 05/30/2023
Expiration Date 07/29/2023

Sales Representative Dara Sizemore
E-Mail DarSiz@Kompan.com
Phone No. 813-404-9534 / 800-426-9788

Project Name US295136 Isles at Bayview Phase 2

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<u>OPTION 2</u>					
<u>NRO416-1021</u>	Little Duck's Gate - Colored Finish In-ground 100cm	1 Pieces	11,700.00	10.00	10,530.00
					
<u>NRO613-1001</u>	Music Play Panel 2 - Untreated In-ground 100cm	1 Pieces	5,990.00	10.00	5,391.00
					
INSTALL SPECIAL	Installation of Kompan Equipment	1 Pieces	8,674.93		8,674.93
US ROBINIA SERVICE	Robinia Service Program included in sales price				
FREIGHT	Freight	1 Pieces	4,245.60		4,245.60
US-CUSTOM-SURFACING	Provide/Install Blown in EWF+FF up to 12" by CY, 1076sf	54 Sq. Feet	100.09		5,404.86

Please read attached General Assumptions and
Exclusion document for information on
Install/Sitework.
Equipment per Site Plan K2.1/dated 5.24.23

Please allow 9-11 weeks for product delivery upon



Sales Proposal

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Roger Aman
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E-Mail DarSiz@Kompan.com
Phone No. 813-404-9534 / 800-426-9788

Project Name US295136 Isles at Bayview Phase 2

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	order placement.					

Description	Qty	Retail Price	Discount	Net Price
No. of Products	2			
Subtotal - Products		17,690.00	1,769.00	15,921.00
Subtotal - Surfacing		5,404.86		5,404.86
Subtotal - Installation		8,674.93		8,674.93
Subtotal - Freight		4,245.60		4,245.60
Total USD Excl. Tax				34,246.39
Estimated Tax rate				1,672.97
Total USD Incl. Tax				35,919.36

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Isles at Bayview
14025 Riversedge Drive suite 175
Tampa, FL 33637



Sales Proposal

Kolter Land Partners
Roger Aman
14025 Riveredge Drive Suite 175
Tampa, FL 33637

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E-Mail DarSiz@Kompan.com
Phone No. 813-404-9534 / 800-426-9788

Project Name US295136 Isles at Bayview Phase 2

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

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Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

Little Duck's Gate


NRO416

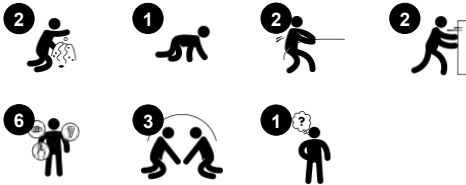


The activity-packed, house-themed Little Duck's Gate will attract and excite toddlers again and again. Rich tactile features increase play value and support emerging dramatic play in toddlers. The scale of the house is perfectly sized for toddlers. The desk adds to the overall transparency so that children can play together from the outside and the inside of the house.

The side panel with yellow scoops that run in a groove encourages play that stimulates theory of mind and logical thinking skills. The leafy crawl-through panel encourages children to crawl and explore. These tactile activities stimulate cross-modal perception, important for improving reading skills and support cross-coordination awareness which is key to

physical and cognitive development at this age.

Item no. NRO416-1021	
General Product Information	
Dimensions LxWxH	5'9"x9'4"x9'3"
Age group	2 - 5
Play capacity (users)	10
Color options	



Little Duck's Gate

NRO416



All Organic Robinia products by KOMPAN are made of Robinia wood from sustainable European sources. On request it can be supplied as FSC® Certified (FSC® C004450).



The product/activities are preassembled from the factory to ensure all safety requirements are considered.



The paint used for colored components is water based environmental friendly with excellent UV resistance. The paint is in compliance with EN 71 Part 3.



Panels of 19mm EcoCore™. EcoCore™ is a highly durable, eco friendly material, which is not only recyclable after use, but also consists of a core produced from 100% recycled material.



There are Multiple footing options for all products: Surface anchoring with steel footings and expansion bolts. Wood in-ground or steel in-ground footings.



Robinia products are available in three different wood treatment options: untreated Robinia wood or brown painted with a pigment that maintains the wood color and colored version with paint of selected components.

Item no. NRO416-1021	
Installation Information	
Max. fall height	0'0"
Safety surfacing area	0ft²
Total installation time	11.1
Excavation volume	0.82yd³
Concrete volume	0yd³
Footing depth (standard)	3'3"
Shipment weight	1104lbs
Anchoring options	In-ground ✓ Surface ✓
Warranty Information	
Robinia Wood	10 years
Stainless steel components	Lifetime
Hot dip galvanized steel	Lifetime
EcoCore HDPE	Lifetime
Spare parts guaranteed	10 years

Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	3	3
Required	0	3	3





Cradle to Gate A1-A3	Total CO ₂ emission	CO ₂ e/kg	Recycled materials
	kg CO ₂ e	kg CO ₂ e/kg	%
NRO416-1021	246.40	0.58	3.00

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark



Validation of CO₂ calculation of: Nature play



Data version no. 2021-09-27

The CO₂ calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Nature play" represented by item no.: NRO409-0621. (Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 15. October 2021 | Valid until: 15. October 2023

Validated by:

Bente Hviid

Bente Hviid, Senior Consultant

Peter Bendtsen

Peter Bendtsen, Senior Consultant

Validation based on report: Validation of CO₂ calculation of 8 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Bente Hviid and Peter Bendtsen.

Publication date: 15. October 2021

By Bureau Veritas HSE
www.bureauveritas.dk
+45 7731 1000

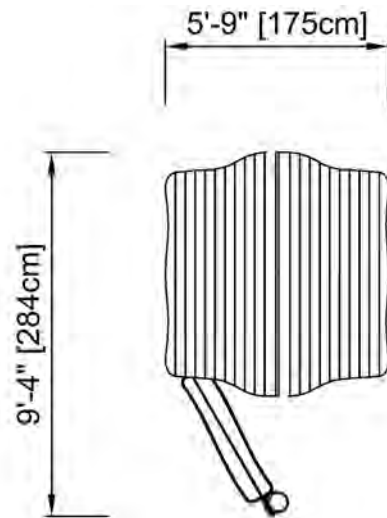


Little Duck's Gate

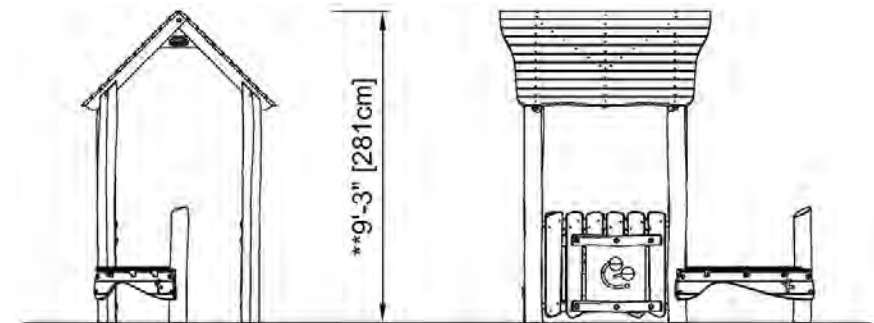
NRO416

* Max fall height | ** Total height | *** Safety surfacing area

* Max fall height | ** Total height



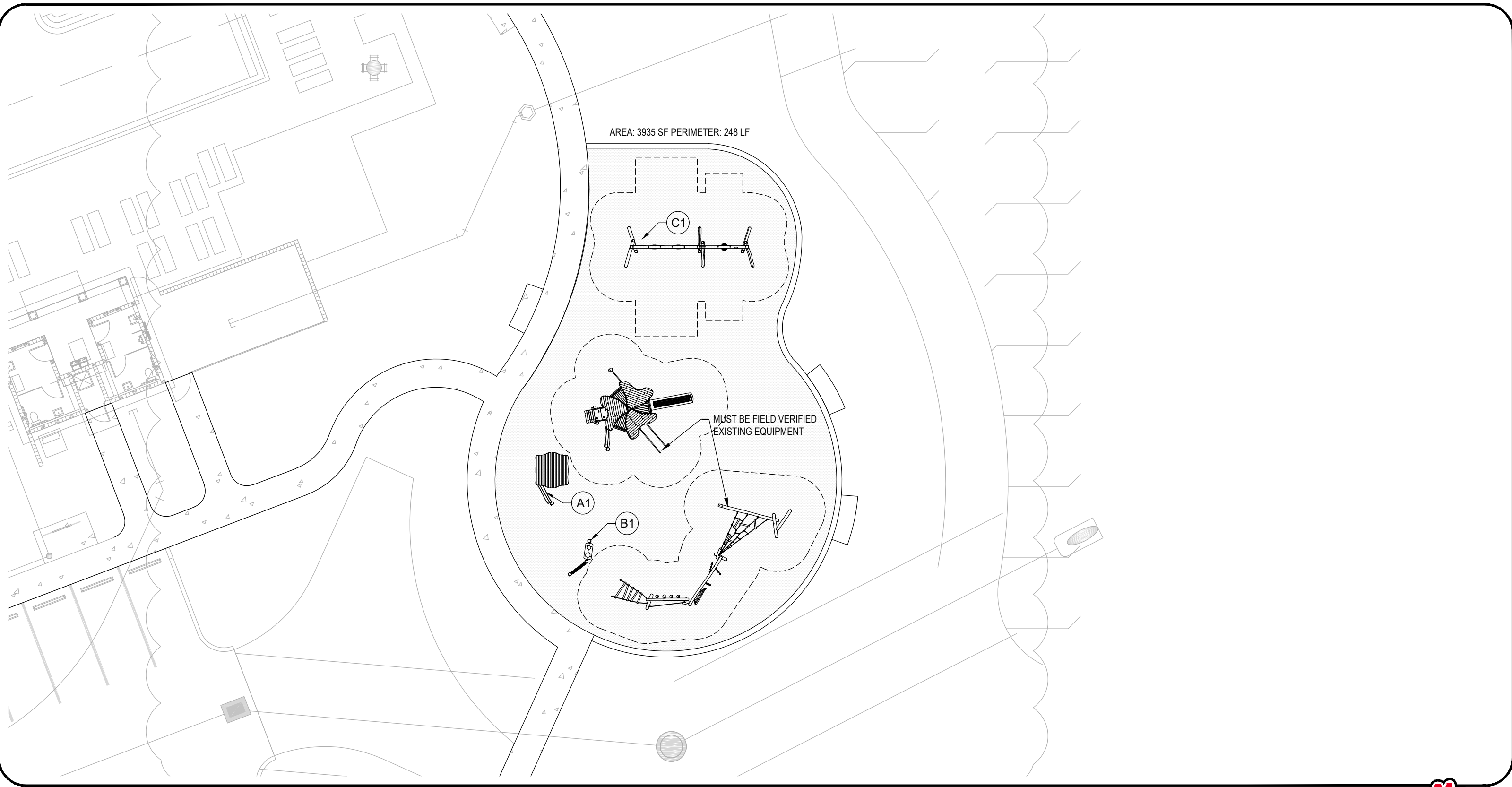
NRO416
** 9'-3" / 281cm



NRO416

[Click to see TOP VIEW](#)

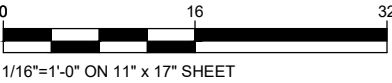
[Click to see SIDE VIEW](#)



#	Product Number	Product Name	M.F.H.	Count
A	NRO416-xx01	Little Duck's Gate	0"	1
B	NRO613-xx01	Music Play Panel 2	0"	1
C	NRO923-CUSTOM_202 24580	Swing	7' 11"	1

Isle at Bayview

14025 Riveredge Drive Suite 175
Tampa, FL
Site Plan



MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 51/2" OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

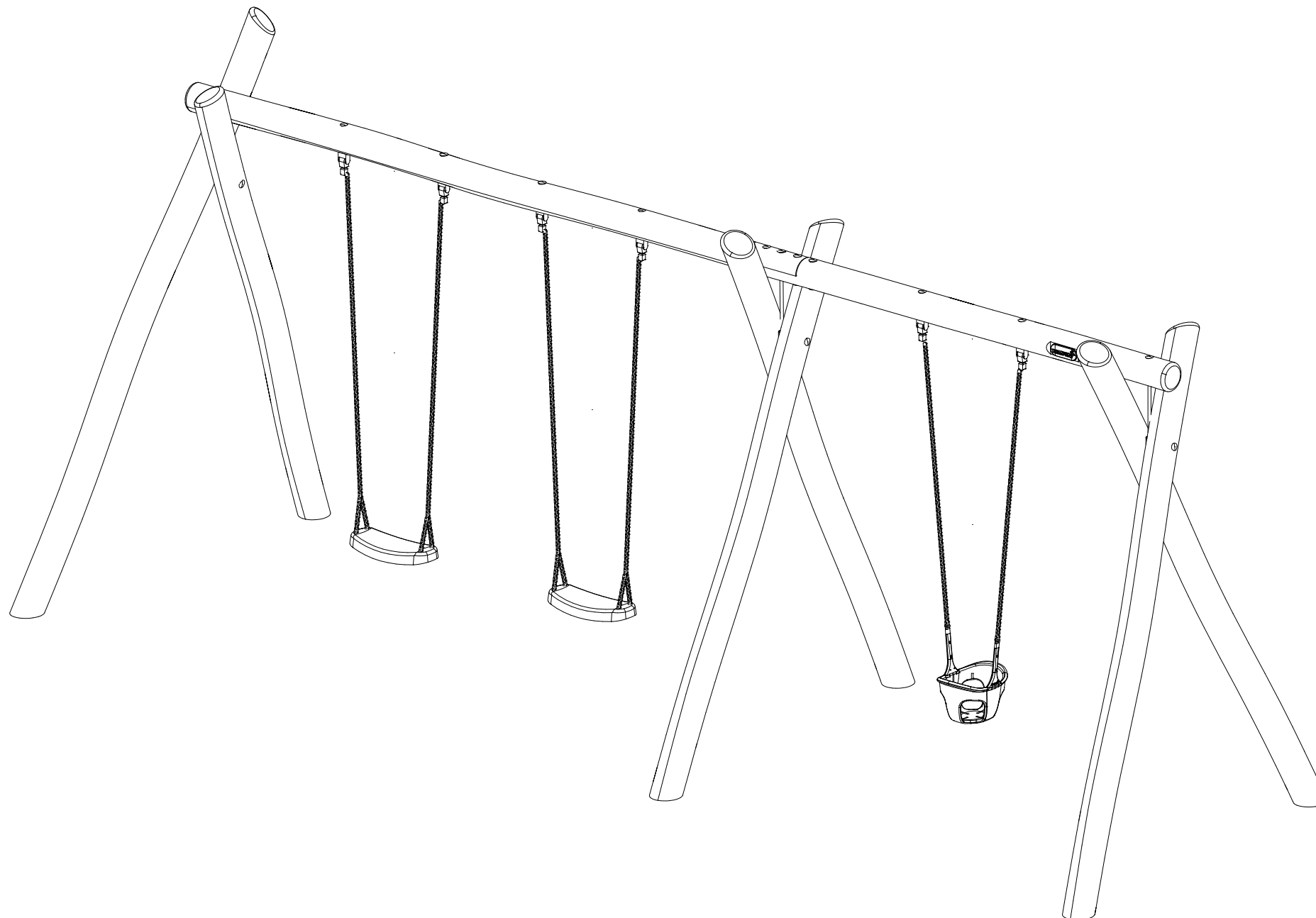
DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN © 2023 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788

REVIEW BY: DESIGN	DATE: 052423	SHEET: K2.1
REPS NAME: DarSiz	DRAWN BY: MirRig	
REV. NO. -	REV. BY: -	REVISION DATE: -

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

Colorline:	Natural
Foundation:	113 cm post
Norm:	ASTM
Units:	inch
Post Material:	----






Sales Proposal

Kolter Land Partners
Roger Aman
14025 Riveredge Drive Suite 175
Tampa, FL 33637

Quote No. SP124547-1
Customer No. C000513
Document Date 05/30/2023
Expiration Date 07/29/2023

Sales Representative Dara Sizemore
E-Mail DarSiz@Kompan.com
Phone No. 813-404-9534 / 800-426-9788

Project Name US295136 Isles at Bayview Phase 2

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<u>OPTION 3</u>					
<u>NRO416-1021</u>	Little Duck's Gate - Colored Finish In-ground 100cm	1 Pieces	11,700.00	10.00	10,530.00
					
<u>NRO613-1001</u>	Music Play Panel 2 - Untreated In-ground 100cm	1 Pieces	5,990.00	10.00	5,391.00
					
<u>NRO923-CUSTOM</u>	Swing Frame, 3 seats - Variant 20224580	1 Pieces	6,540.00	10.00	5,886.00
					
US ROBINIA SERVICE	Robinia Service Program included in sales price				
INSTALL SPECIAL	Installation of Kompan Equipment	1 Pieces	13,203.35		13,203.35
FREIGHT	Freight	1 Pieces	5,201.85		5,201.85
US-CUSTOM- SURFACING	Provide/Install Blown in EWF+FF up to 12" by CY 1076sf	54 Sq. Feet	100.09		5,404.86

Please read attached General Assumptions and
Exclusion document for information on
Install/Sitework.
Equipment per Site Plan K2.1 /dated 5.24.23

Please allow 9-11 weeks for product delivery upon



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Customer No. C000513
Document Date 05/30/2023
Expiration Date 07/29/2023

Sales Representative Dara Sizemore
E-Mail DarSiz@Kompan.com
Phone No. 813-404-9534 / 800-426-9788

Project Name US295136 Isles at Bayview Phase 2

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	order placement.					

Description	Qty	Retail Price	Discount	Net Price
No. of Products	3			
Subtotal - Products		24,230.00	2,423.00	21,807.00
Subtotal - Surfacing		5,404.86		5,404.86
Subtotal - Installation		13,203.35		13,203.35
Subtotal - Freight		5,201.85		5,201.85
Total USD Excl. Tax				45,617.06
Estimated Tax rate				2,097.85
Total USD Incl. Tax				47,714.91

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Isles at Bayview
14025 Riversedge Drive suite 175
Tampa, FL 33637



Sales Proposal

Kolter Land Partners
Roger Aman
14025 Riveredge Drive Suite 175
Tampa, FL 33637

Quote No. SP124547-1
Customer No. C000513
Document Date 05/30/2023
Expiration Date 07/29/2023

Sales Representative Dara Sizemore
E-Mail DarSiz@Kompan.com
Phone No. 813-404-9534 / 800-426-9788

Project Name US295136 Isles at Bayview Phase 2

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____


Music Play Panel 2

NRO613



Item no. NRO613-1001

General Product Information

Color options	
Dimensions LxWxH	6'10"x3'2"x2'9"
Age group	6m - 5
Play capacity (users)	6



The Music Play Panel 2 attracts children immensely with its colorful combinations of rhythm, sounds, and tones. Children will return again and again to be part of creative play on their own or with friends and teachers. The music pipes offer sensory variations with a tonal sound outcome. Children develop the hand-eye coordination that is crucial to control

of movement and fine motor skills like handwriting. The black rubber flaps can be plunked, or pipes beat and tunes created. This trains logical as well as creative thinking and invites cooperation and social play. The Percussion Panel is an immense play invitation for children. The drums can be played alone or together. There is room for many users to

congregate around them. This encourages social interaction and co-creation when drumming rhythms and singing along. It also stimulates cognition and creativity as children create rules and rhythms together or individually.



Music Play Panel 2

NRO613



Two sides

Social-emotional: invites cooperation and communication. The low height and the transparency of the panel makes interaction possible between the two sides.



Drums

Social-emotional: cooperation and co-creation, parallel and group play.
Cognitive: cause and effect understanding when creating sounds, supporting a sense of rhythm that is essential for pre-reading skills.
Creative: creating and leaving a mark with sound.



Rubber flaps

Social-emotional: the two rows of flaps invite cooperation and co-creation.

Cognitive: cause and effect understanding when discovering sound from flaps hitting tubes.



Music tubes

Social-emotional: invite social interaction and co-creation for more children, on both sides.

Cognitive: understanding of cause and effect when striking tubes.

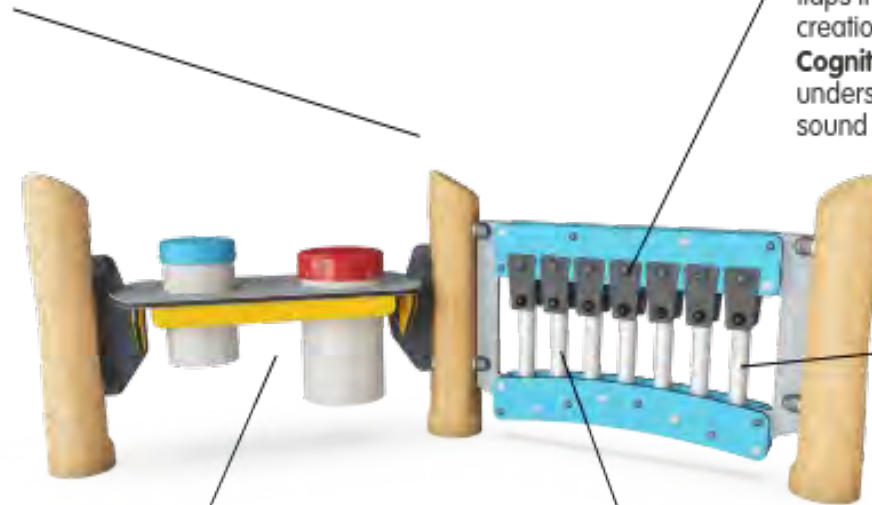
Creative: the creation of different intensity and tonality stimulates creative skills.



Tonality

Cognitive: creative thinking when combining tones into tunes.

Creative: composing new tonal combinations stimulates creativity.

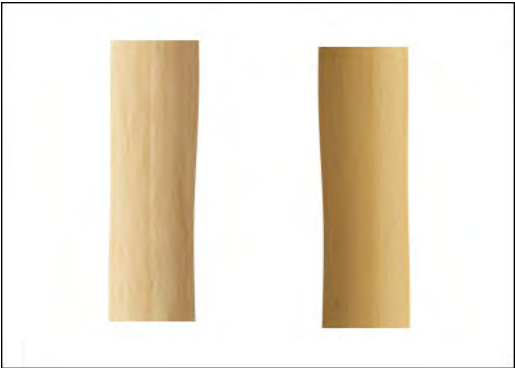


Music Play Panel 2

NRO613



All Organic Robinia products by KOMPAN are made of Robinia wood from sustainable European sources. On request it can be supplied as FSC® Certified (FSC® C004450).



The Robinia wood can be supplied as untreated raw wood or painted with a brown colored transparent pigment that maintains the golden wood color of the wood.



There are Multiple footing options for all products: Surface anchoring with steel footings and expansion bolts. Wood in-ground or steel in-ground footings.

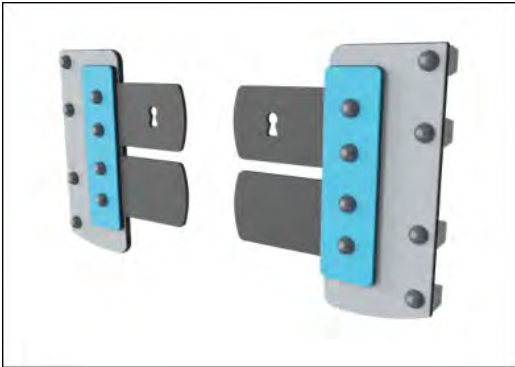
Item no. NRO613-1001	
Installation Information	
Max. fall height	0"
Safety surfacing area	0 ft2
Number of installers	2
Total installation time	4.8
Excavation volume	0.50 yd3
Concrete volume	0.00 yd3
Footing depth (standard)	3'3"
Shipment weight	296 lbs
Anchoring options	In-ground ✓ Surface ✓
Warranty Information	
Robinia Wood	10 years
EcoCore HDPE	Lifetime
Hot dip galvanized steel	Lifetime
Movable parts	2 years
Spare parts guaranteed	10 years



Panels of 19mm EcoCore™. EcoCore™ is a highly durable, eco friendly material, which is not only recyclable after use, but also consists of a core produced from 100% recycled material.



The Xylophone music panel consist of HDPE material in 19mm EcoCore™. The pipes are made of die cast aluminum specifically alloyed for outdoor environments. The percussion panel consist of 2 Conga Drums with PP tubes and top in colored ABS.



Membranes consist of friction-proof rubberized material of conveyor belt quality with excellent UV resistance. Embedded is a four-layered armoring made of woven polyester. The armoring and the two surface layers result in a total thickness of 9 mm.

Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	2	1
Required	0	2	1



Cradle to Gate A1-A3	Total CO ₂ emission	CO ₂ e/kg	Recycled materials
	kg CO ₂ e	kg CO ₂ e/kg	%
NRO613-1001	134.20	1.07	12.40

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark



Validation of CO₂ calculation of: Nature play



Data version no. 2021-09-27

The CO₂ calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Nature play" represented by item no.: NRO409-0621. (Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 15. October 2021 | Valid until: 15. October 2023

Validated by:

Bente Hviid

Bente Hviid, Senior Consultant

Peter Bendtsen

Peter Bendtsen, Senior Consultant

Validation based on report: Validation of CO₂ calculation of 8 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Bente Hviid and Peter Bendtsen.

Publication date: 15. October 2021

By Bureau Veritas HSE
www.bureauveritas.dk
+45 7731 1000

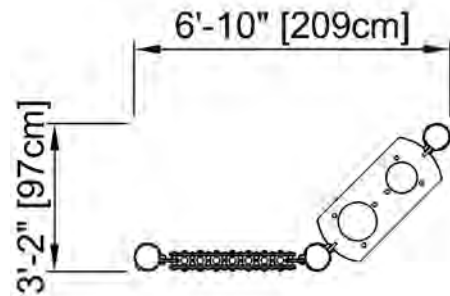


Music Play Panel 2

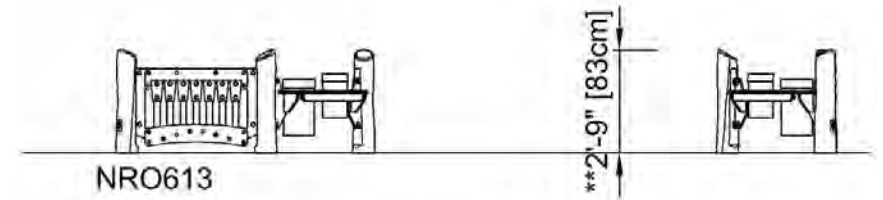
NRO613

* Max fall height | ** Total height | *** Safety surfacing area

* Max fall height | ** Total height



NRO613
** 2'-9" / 83cm



[Click to see TOP VIEW](#)

[Click to see SIDE VIEW](#)

Little Duck's Gate



NRO416

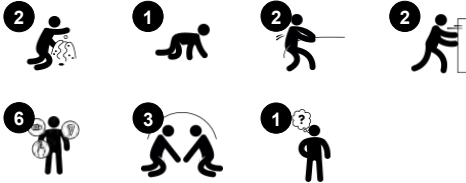


The activity-packed, house-themed Little Duck's Gate will attract and excite toddlers again and again. Rich tactile features increase play value and support emerging dramatic play in toddlers. The scale of the house is perfectly sized for toddlers. The desk adds to the overall transparency so that children can play together from the outside and the inside of the house.

The side panel with yellow scoops that run in a groove encourages play that stimulates theory of mind and logical thinking skills. The leafy crawl-through panel encourages children to crawl and explore. These tactile activities stimulate cross-modal perception, important for improving reading skills and support cross-coordination awareness which is key to

physical and cognitive development at this age.

Item no. NRO416-1021	
General Product Information	
Dimensions LxWxH	5'9"x9'4"x9'3"
Age group	2 - 5
Play capacity (users)	10
Color options	 



Little Duck's Gate

NRO416



All Organic Robinia products by KOMPAN are made of Robinia wood from sustainable European sources. On request it can be supplied as FSC® Certified (FSC® C004450).



The product/activities are preassembled from the factory to ensure all safety requirements are considered.



The paint used for colored components is water based environmental friendly with excellent UV resistance. The paint is in compliance with EN 71 Part 3.



Panels of 19mm EcoCore™. EcoCore™ is a highly durable, eco friendly material, which is not only recyclable after use, but also consists of a core produced from 100% recycled material.



There are Multiple footing options for all products: Surface anchoring with steel footings and expansion bolts. Wood in-ground or steel in-ground footings.



Robinia products are available in three different wood treatment options: untreated Robinia wood or brown painted with a pigment that maintains the wood color and colored version with paint of selected components.

Item no. NRO416-1021	
Installation Information	
Max. fall height	0'0"
Safety surfacing area	0ft²
Total installation time	11.1
Excavation volume	0.82yd³
Concrete volume	0yd³
Footing depth (standard)	3'3"
Shipment weight	1104lbs
Anchoring options	In-ground ✓ Surface ✓
Warranty Information	
Robinia Wood	10 years
Stainless steel components	Lifetime
Hot dip galvanized steel	Lifetime
EcoCore HDPE	Lifetime
Spare parts guaranteed	10 years

Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	3	3
Required	0	3	3





Cradle to Gate A1-A3	Total CO ₂ emission	CO ₂ e/kg	Recycled materials
	kg CO ₂ e	kg CO ₂ e/kg	%
NRO416-1021	246.40	0.58	3.00

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark



Validation of CO₂ calculation of: Nature play



Data version no. 2021-09-27

The CO₂ calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Nature play" represented by item no.: NRO409-0621. (Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 15. October 2021 | Valid until: 15. October 2023

Validated by:

Bente Hviid

Bente Hviid, Senior Consultant

Peter Bendtsen

Peter Bendtsen, Senior Consultant

Validation based on report: Validation of CO₂ calculation of 8 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Bente Hviid and Peter Bendtsen.

Publication date: 15. October 2021

By Bureau Veritas HSE
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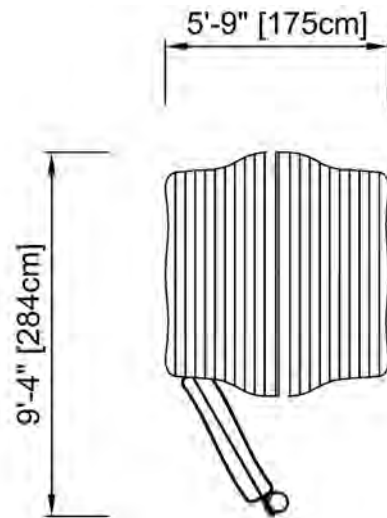


Little Duck's Gate

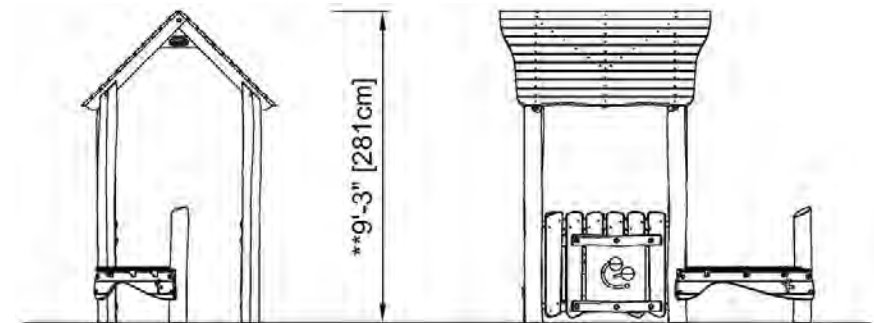
NRO416

* Max fall height | ** Total height | *** Safety surfacing area

* Max fall height | ** Total height



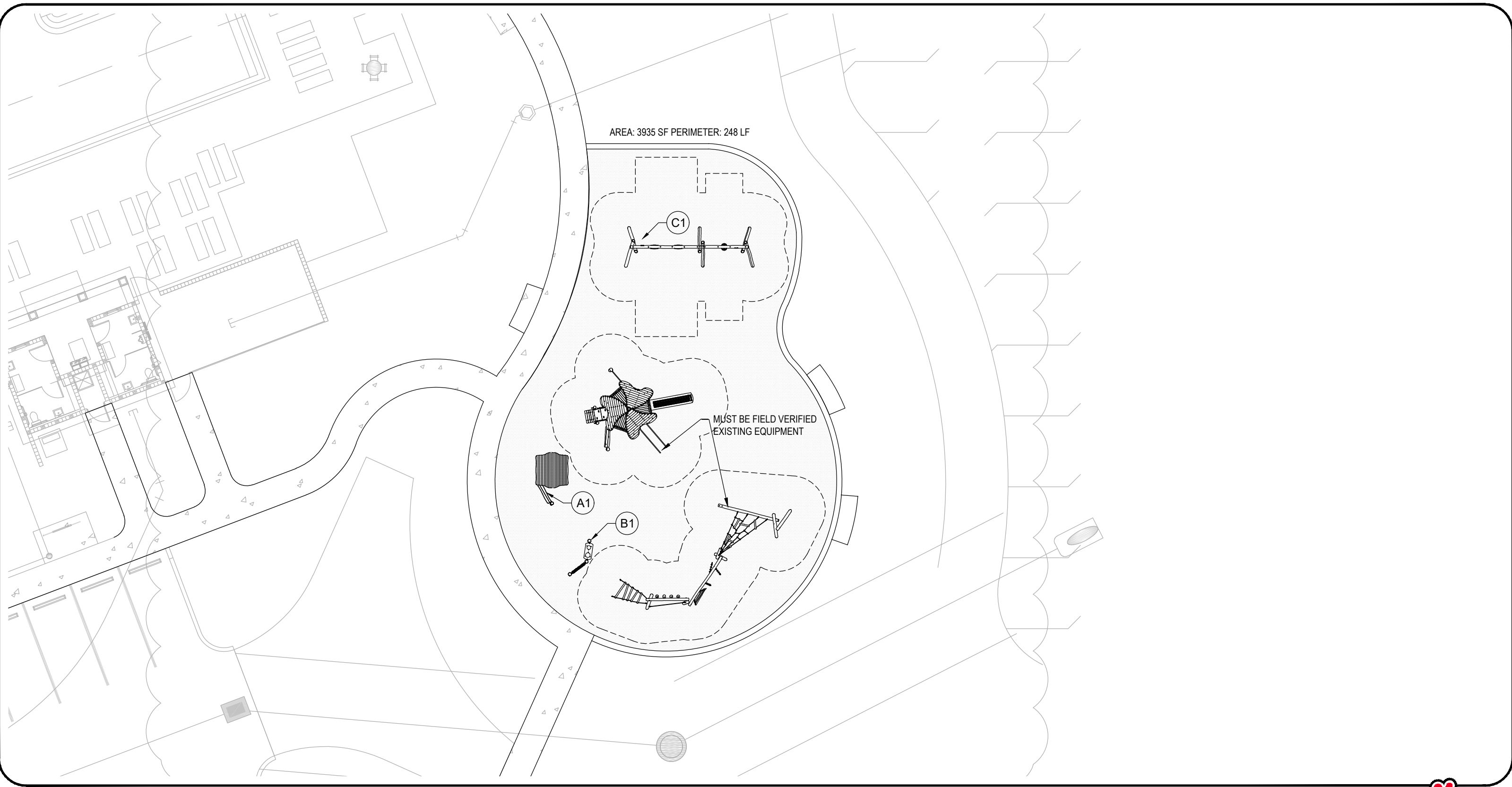
NRO416
** 9'-3" / 281cm



NRO416

[Click to see TOP VIEW](#)

[Click to see SIDE VIEW](#)



#	Product Number	Product Name	M.F.H.	Count
A	NRO416-xx01	Little Duck's Gate	0"	1
B	NRO613-xx01	Music Play Panel 2	0"	1
C	NRO923-CUSTOM_202 24580	Swing	7' 11"	1

Isle at Bayview

14025 Riveredge Drive Suite 175
Tampa, FL
Site Plan



MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 51/2" OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

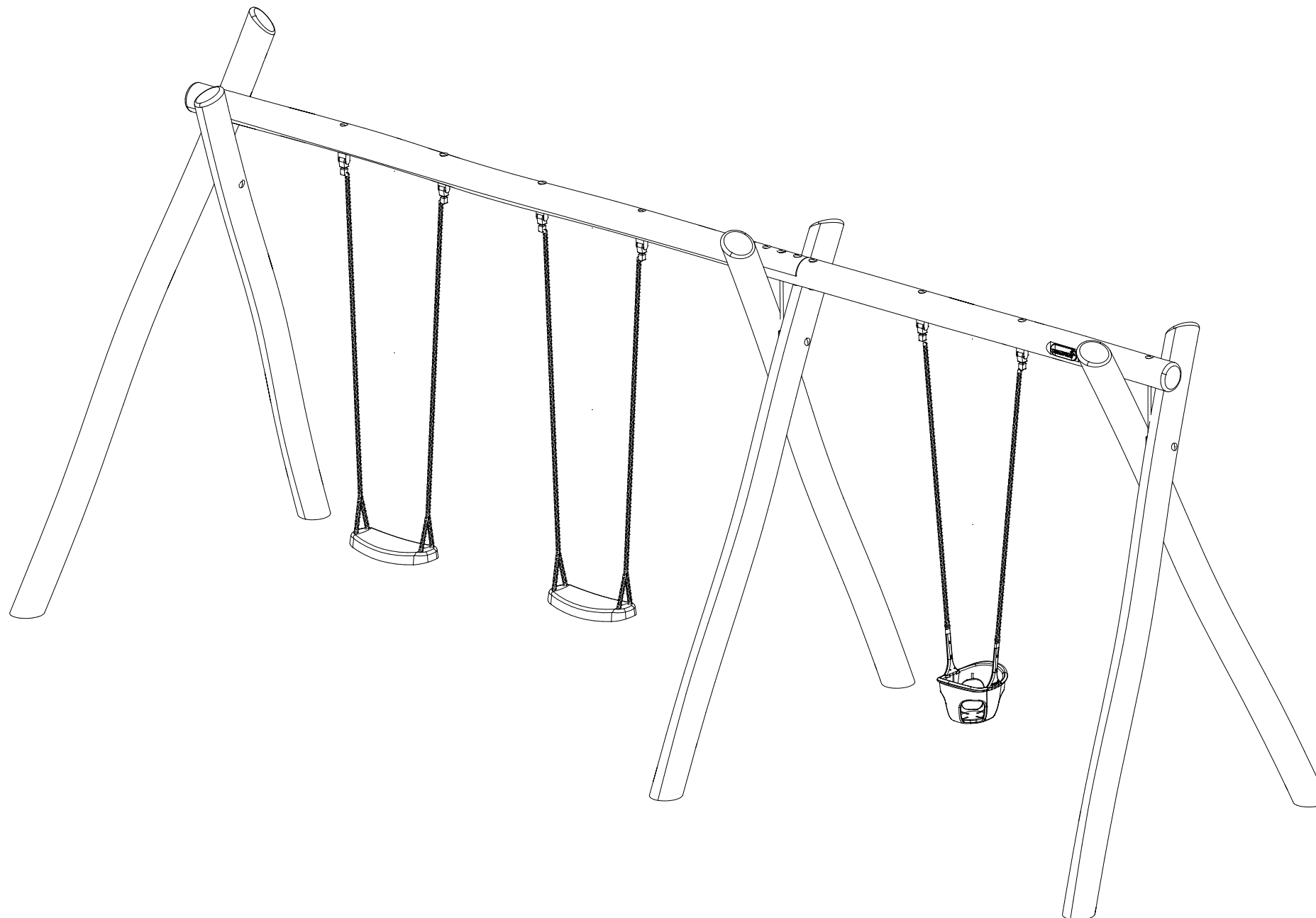
DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN © 2023 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788

REVIEW BY: DESIGN	DATE: 052423	SHEET: K2.1
REPS NAME: DarSiz	DRAWN BY: MirRig	
REV. NO. -	REV. BY: -	REVISION DATE: -

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

Colorline:	Natural
Foundation:	113 cm post
Norm:	ASTM
Units:	inch
Post Material:	----



Tab 12

RESOLUTION 2023-__

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE POINTE
COMMUNITY DEVELOPMENT DISTRICT RECOGNIZING A
CONTRIBUTION OF INFRASTRUCTURE IN LIEU OF ASSESSMENTS AND
DISTRICT FUNDED DEVELOPER AMOUNTS; PROVIDING A SEVERABILITY
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Eagle Pointe Community Development District ("**District**"), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("**Act**"), being situated in Manatee County, Florida; and

WHEREAS, pursuant to the Act, the District is authorized to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, pursuant to Resolutions 2020-05, 2020-06 and 2020-14, the District equalized, approved, confirmed, and levied debt service special assessments on property located within the District ("**Debt Service Assessments**") that are specially benefitted by the construction, installation, and/or acquisition of the "**2020 Project**" as set forth in that certain *Engineer's Report for Eagle Pointe*, dated January 2007, as supplemented by the *First Supplemental Engineer's Report (2020 Project)*, dated February 14, 2020 ("**Engineer's Report**"); and

WHEREAS, the manner in which the Debt Service Assessments securing the 2020 Project are allocated among the benefitted property is set forth in that certain *Master Special Assessment Allocation Report – 2020 Project*, dated February 14, 2020, as supplemented by the *Final Supplemental Special Assessment Allocation Report*, dated July 14, 2020 (together, "**Assessment Report**"); and

WHEREAS, Section VI(a) of the *Final Supplemental Special Assessment Allocation Report* requires that the developer provide a "contribution of infrastructure, work product or land (at appraised value) for the difference between the target assessment levels of the Series 2020 Assessments [defined therein] and the baseline EAU calculation, in the estimated amount of \$186,755" ("**Contribution Obligation**") and

WHEREAS, KL Eagle Point LLC ("**Developer**") has expended funds to develop and/or acquire certain public infrastructure for the 2020 Project, specifically the amenity center improvements ("**Amenity Center Improvements**") in the total amount of \$2,143,275.09 as further detailed in **Exhibit A**; and

WHEREAS, pursuant to that certain *Cost Share Agreement*, among the District, the Developer and Pulte Home Company, LLC, dated September 3, 2020, and recorded in the Public Records of Manatee County, Florida at Instrument Number 202041104858, and as amended from time to time, 29.36% - or \$629,265.57 – of the cost of the Amenity Center Improvements are included within the District's 2020 Project and may be counted as a contribution to offset amounts owed to the District ("**Contribution Amount**"); and

WHEREAS, pursuant to that certain *Contractor Agreement* between the Developer and Ripa & Associates, LLC, which was assigned to the District on June 29, 2020 ("**Construction Agreement**"), the

District constructed certain sitework improvements ("**Site Work Improvements**, and together with Amenity Center Improvements, "**Improvements**"); and

WHEREAS, a portion of the of the Developer's costs for private improvements under the Construction Agreement were funded by the District in an amount of \$397,278.27, as shown in **Exhibit A** ("**District Funded Developer Amounts**"), for which the Developer has not yet reimbursed the District; and

WHEREAS, the Board of Supervisors of the District ("**Board**") now desires to recognize and acknowledge an amount of \$186,755.00 worth of the Improvements as an infrastructure contribution by Developer, and in satisfaction of the Contribution Obligation; and

WHEREAS, the Board also desires to recognize and acknowledge \$397,278.27 worth of the Improvements as an infrastructure contribution by Developer in satisfaction of the District Funded Developer Amounts owed to the District.

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

SECTION 1. RECOGNITION OF CONTRIBUTION OF INFRASTRUCTURE. The District hereby agrees, accepts, and acknowledges that, through the sale of the Amenity Center Improvements to the District, the Developer has satisfied its Contribution Obligation in the amount of \$186,755.00 and repayment of the District Funded Developer Amounts owed to the District in the amount of \$397,278.27. The contributions are hereby recognized and acknowledged by the Board to be an in-kind contribution of infrastructure, work product, and/or real property.

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

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

PASSED AND ADOPTED, this ____ day of _____ 2023.

ATTEST:

**EAGLE POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Certificate of District Manager

EXHIBIT A

EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT
DISTRICT CERTIFICATE REGARDING CONTRIBUTION AMOUNTS

_____, 2023

The District Manager, Rizzetta & Company, Inc., hereby makes the following certifications:

a) The District has spent all monies from the applicable construction account for the 2020 Project, with the exception of \$_____.

b) Section VI(a) of the *Final Supplemental Special Assessment Allocation Report* requires that the developer provide a "contribution of infrastructure, work product or land (at appraised value) for the difference between the target assessment levels of the Series 2020 Assessments [defined therein] and the baseline EAU calculation, in the estimated amount of \$186,755" ("Assessment Contribution Obligation").

c) Pursuant to that certain *Contractor Agreement* between KL Eagle Point LLC ("Developer") and Ripa & Associates, LLC, which was assigned to the District on June 29, 2020 ("Construction Agreement"), the District constructed certain sitework improvements ("Site Work Improvements").

d) A portion of the of the Developer's costs for private improvements under the Construction Agreement were funded by the District in an amount of \$397,278.27 ("Private Development Contribution Obligation"), as shown below, for which the Developer has not yet reimbursed the District.

Date	Pay App	Total Amount	Amount Due	Retainage	Req.	CDD/Developer Agreement
3/31/2021	9	\$628,447.73	\$565,602.96	\$62,844.85	CR 64	CDD Portion: \$370,067.55, Developer Portion: \$195,535.41
4/30/2021	10	\$181,666.96	\$163,500.26	\$18,166.70	CR 65	CDD Portion: \$115,403.53, Developer Portion: \$48,096.73
5/31/2021	11RET	\$0.00	\$199,629.91	(\$199,629.91)	CR 67	CDD Portion: \$180,743.13, Developer Portion: \$18,886.78
5/31/2021	12	\$328,667.34	\$312,233.95	\$16,433.39	CR 68	CDD Portion: \$238,229.77, Developer Portion: \$74,004.18
6/30/2021	13	\$142,552.49	\$135,424.88	\$7,127.61	CR 75	CDD Portion: \$80,944.74, Developer Portion: \$54,480.14
7/31/2021	14	\$103,072.47	\$97,918.84	\$5,153.63	CR 76	CDD Portion: \$91,643.81, Developer Portion: \$6,275.03

e) The total of the Private Development Contribution Obligation and the Assessment Contribution Obligation is referred to herein as the "Contribution Obligation" and is in the amount of \$584,033.27.

f) Developer has expended funds to develop and/or acquire certain public infrastructure for the 2020 Project, specifically the amenity center improvements ("Amenity Center Improvements") in

the total amount of \$2,143,275.09 ("Amenity Cost"). Pursuant to that certain *Cost Share Agreement* among the District, the Developer, DW Bayview Community Development District, and Pulte Home Company, LLC, \$629,265.75 of the Amenity Cost may be funded by the District and/or otherwise counted toward any contribution obligations of the Developer, and the balance of the Amenity Cost represents a contribution by the Developer in favor of the DW Bayview Community Development District ("DW Bayview") for use of the amenity by the DW Bayview CDD residents.

g) On or around May 24, 2023, the Developer sold the Amenity Center Improvements to the District for the amount of \$629,265.75, and as a satisfaction of the Contribution Obligation and District Funded Developer Improvements.

h) Based on the foregoing, I hereby certify that the Developer has satisfied any and all requirements, if any, to make contributions of infrastructure in connection with the Contribution Obligation.

WHEREFORE, the undersigned authorized representative has executed the foregoing Certificate.

RIZZETTA & COMPANY, INC.

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

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

Tab 13



ISLES AT BAYVIEW PHASE 2

**Compliance Monitoring Report
for Mitigation Area**

APRIL 2023



Eco-Logic Services

Environmental Consulting and Management Services

ISLES AT BAYVIEW PHASE 2

MITIGATION AREA COMPLIANCE MONITORING REPORT

(NO REPORT DUE)

Southwest Florida Water Management District Permit #49029267.021
US Army Corps of Engineers Permit #SAJ-2020-02592 (SP-CSH)

FIRST SEMI-ANNUAL REPORT

Manatee County Building and Development Services, Environmental Review Section

APRIL 2023

Prepared for:

Eagle Point CDD
c/o Kolter Land Partners
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

Submitted to:

Southwest Florida Water Management District
US Army Corps of Engineers
Manatee County

Prepared by:

Eco-Logic Services
PO Box 18204
Sarasota, FL 34276



Peter L. Nabor
Senior Project Scientist



Eco-Logic Services
Environmental Consulting and Management Services

BACKGROUND

The permits for Phase 2 of the Bayview development (fka Eagle Point) are for the modification of a previously permitted stormwater management system approved under Permit Nos. 43029267.018 and 43029267.020, serving a 19.43-acre residential development. The proposed activities include the construction of a 45-lot subdivision, roadways, driveways, sidewalks and utility and stormwater infrastructure. The stormwater system modifications include the installation of control structure CS-24 in Pond 24, the modification of control structure CS-21, the increase of the drainage area for Pond 21 to include offsite runoff from Carter Road and runoff from a portion of the Isles at Bayview Phase II development, a new pipe connection between Wetland G and Pond 24, and directing a portion of the runoff from the Isles at Bayview Phase II development to Pond 20. The Engineer-of-Record has demonstrated that the proposed modifications will provide the required level of water quality treatment and water quantity attenuation. The project is located south of Buckeye Road, east of Interstate 75, in Manatee County. Planting of the mitigation areas was completed in December 2021. The planting list provided in Table 2. Figure 1 shows the location of the mitigation area on the site.

MONITORING SCHEDULE

Table 1 shows the proposed monitoring schedule for the Isles at Bayview Phase 2 mitigation area.

Table 1. Proposed monitoring schedule for the mitigation areas at Bayview.

Date	Manatee County	SWFWMD	ACOE
October 2022	Time Zero Report	Time Zero Report	Time Zero Report
April 2023	1st Semi-Annual Report	(data collection only)	(data collection only)
October 2023	2 nd Semi-Annual Report	1st Annual Report	1st Annual Report
April 2024	3 rd Semi-Annual Report	(data collection only)	(data collection only)
October 2024	4 th Semi-Annual Report	2 nd Annual Report	2 nd Annual Report
April 2025	5 th Semi-Annual Report	(data collection only)	(data collection only)
October 2025	6 th Semi-Annual Report	3rd Annual Report	3rd Annual Report

METHODS

The mitigation area was evaluated and data collected on the condition of the planted species, the extent of aerial coverage of the planted area by recruited species, coverage by nuisance/exotic species, water level, and overall site conditions. Table 3 presents data collected during this monitoring event. Figure 3 presents the photographs of the mitigation areas. Table 4 presents a summary of the success criteria for the mitigation area. The fieldwork for this event was performed on April 14, 2023.

RESULTS & DISCUSSION

Mitigation Area 4 is 0.12 areas. The area was designed to have two zones: a forested area and an herbaceous area. However, when grading the area, crews worked around mature wetland trees and successfully left them in place to provide immediate canopy for the entire mitigation area. The result of saving these trees, however, was

a loss of the distinctive zonation of the mitigation area. After regrading, the area was planted with the material listed in Table 2. Planting was completed in October 2022.

No standing water was observed in the wetland, but soils were saturated in the deepest zone of the wetland. Total cover by desirable vegetation in the shrub/canopy strata was estimated at 45 percent. Total cover by desirable vegetation in the herbaceous stratum was estimated at 45 percent. Coverage by nuisance/exotic vegetation was estimated at 2 percent in the mitigation area.

MAINTENANCE EFFORTS

Regular maintenance efforts are being currently conducted by Eco-Logic Services on a bi-monthly schedule. The maintenance will continue to target nuisance/exotic species before they become established and compete with the desirable vegetation.

CONCLUSIONS & RECOMMENDATIONS

The mitigation efforts are off to a good start. Maintenance efforts will ensure nuisance/exotic species are not allowed to become established in the mitigation area. Time and the continuance of amiable growing conditional will allow the mitigation area to fill with desirable plants and thereby move it towards achieving the performance standards.

The next monitoring fieldwork for the mitigation area will be performed in October 2023, with the report submitted in November 2023.

Table 2. Plant material installed in Bayview Mitigation Area 4.

Scientific Name	Common Name	Size	Spacing	Quantity
<i>Spartina bakeri</i>	sand cordgrass	bareroot	3' o.c.	100
<i>Canna flaccida</i>	golden canna	bareroot	3' o.c.	120
<i>Sagittaria lancifolia</i>	arrowhead	bareroot	3' o.c.	100
<i>Panicum hemitomon</i>	maidencane	bareroot	3' o.c.	75
<i>Taxodium sp.</i>	cypress	3 gal.	10' o.c.	35

Table 3. Vegetation observed in Mitigation Area 4 at the Bayview site.

Species	Common Name	Coverage October 2022
SHRUB/CANOPY STRATA		
<i>Acer rubrum</i>	red maple	2%
<i>Ilex cassine</i>	dahoon holly	1%
<i>Persea borbonia</i>	red bay	7%
<i>Quercus laurifolia</i>	laurel oak	20%
<i>Sabal palmetto</i>	cabbage palm	5%
<i>Taxodium distichum</i>	bald cypress	10%
Total cover by desirable plants in the Shrub/Canopy Strata		45%
HERBACEOUS STRATUM		
<i>Canna flaccida</i>	golden canna	25%
<i>Commelina diffusa</i>	dayflower	2%
<i>Cyperus</i> spp.	misc. flatsedges	5%
<i>Eclipta alba</i>	false daisy	2%
<i>Erechtites hieraciifolius</i>	fireweed	<1%
<i>Hydrocotyle umbellata</i>	marsh pennywort	2%
<i>Ludwigia octovalvis</i>	Mexican primrose	1%
<i>Panicum hemitomon</i>	maidencane	3%
<i>Polygonum punctatum</i>	dotted smartweed	1%
<i>Psychotria nervosa</i>	wild coffee	<1%
<i>Solanum americanum</i>	nightshade	1%
<i>Spartina bakeri</i>	sand cordgrass	1%
<i>Tripsacum dactyloides</i>	Fakahatchee grass	2%
<i>Woodwardia virginica</i>	Virginia chain fern	<1%
Total cover by desirable plants in the Herbaceous Stratum		45%
<i>Ludwigia peruviana</i>	primrose willow	1%
<i>Urena lobata</i>	Caesar weed	1%
Total cover by nuisance vegetation		2%

Table 3a. Status of the Isles at Bayview mitigation area relative to the performance standards.

PERFORMANCE STANDARDS		
Mitigation Areas will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met:		Achieved
a	The mitigation area can reasonably be expected to develop into a freshwater marsh (FLUCCS 641) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).	yes
b	Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetlands/surface water type specified in criterion "a."	yes
c	Planted or recruited herbaceous or shrub species (or plant species providing the same function) shall meet the criteria specified: Herbaceous (0.04 acres) 80% cover by <i>Spartina bakeri</i> , <i>Ludwigia repens</i> , and <i>Panicum hemitomon</i>	not yet
d	Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "a."	not yet
e	Coverage by nuisance or exotic species does not exceed 5 percent at any area within the mitigation site and 5 percent for the entire mitigation site.	yes
f	The wetland mitigation areas can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.	yes

Table 3b. Status of the Isles at Bayview mitigation area relative to the performance standards.

PERFORMANCE STANDARDS		
Mitigation Areas will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met:		Achieved
a	The mitigation area can reasonably be expected to develop into a wetland forested mixed (FLUCCS 630) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).	yes
b	Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetlands/surface water type specified in criterion "a."	yes
c	Planted or recruited tree species that are greater than or equal to 12 feet in height and established for more than 5 years shall meet the criteria specified: Forested (0.08 acres) 10' o.c. <i>Taxodium</i> spp.	not yet
d	Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "a."	yes
e	Coverage by nuisance or exotic species does not exceed 5 percent at any area within the mitigation site and 5 percent for the entire mitigation site.	yes
f	The wetland mitigation areas can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.	yes

This criterion must be achieved within 3 years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

The mitigation areas may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation areas have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

Annual reports shall provide documentation that a sufficient number of maintenance inspection /activities were conducted to maintain the mitigation areas in compliance according to the Wetland Mitigation Success Criteria Conditions above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Condition above. Monitoring Data shall be collected annually.



Figure 1. Site map for Isles at Bayview showing the location of the Phase 2 mitigation area.

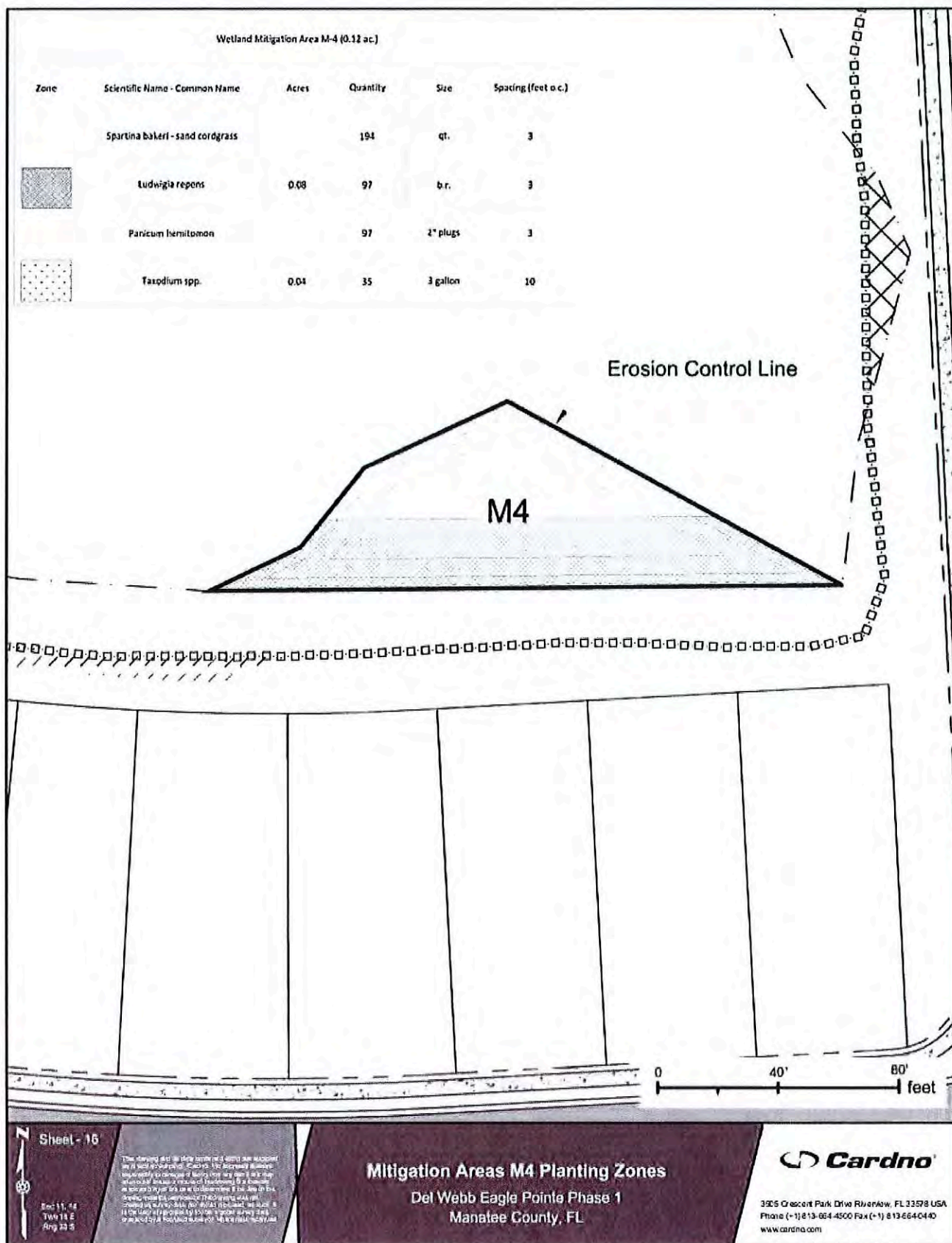


Figure 2. Mitigation detail for Mitigation Area 4 at the Isles at Bayview site.



Mitigation Area 4 – View from east side



Mitigation Area 4 – View from west side

Figure 2. Photographs of the mitigation area in the Isles at Bayview Phase 2.

A large, stylized green bird, possibly a heron or egret, is the central background element. Its body and wings are filled with various green and blue patterns that resemble leaves and plant stems. The bird is standing on a small patch of ground with concentric circles representing water ripples.

BAYVIEW

Compliance Monitoring Report for Mitigation Areas

April 2023



Eco-Logic Services

Environmental Consulting and Management Services

BAYVIEW

COMPLIANCE MONITORING REPORT

MITIGATION AREAS

(NO REPORT DUE)

US Army Corps of Engineers Permit #SAJ-2020-02592 (SP-CSH)

FOURTH SEMI-ANNUAL REPORT

Manatee County Building and Development Services, Environmental Review Section

APRIL 2023

Prepared for:

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BACKGROUND

Phase I of the Bayview development (fka Eagle Point) is an approximately 293.7-acre residential community located one mile east of Interstate 75, on the north side of Moccasin Wallow Road, in Manatee County. (Figure 1). Mitigation for wetland impacts consists of 3.56 acres of enhancement and 0.74 acre of restoration and creation in and along Wetlands S, Y, and V. the way the site is divided, Pulte has the responsibility for Wetland V and the Eagle Point CDD has the responsibility for Wetlands S and Y. Nuisance/exotic species removal was completed by Eco-Logic Services in February 2021. The monitoring schedule for the mitigation areas is shown in Table 1. Planting activities were delayed until grading issues were resolved, and weather was conducive to planting. Planting of the mitigation areas was completed in April 2021. The planting list provided in Table 2. Figure 1 shows the location of the mitigation areas on the site. Figure 2a-2c presents the detailed plan for each mitigation area.

MONITORING SCHEDULE

Table 1. Monitoring schedule for the mitigation areas at Bayview.

Date	Manatee County	SWFWMD	ACOE
April 2021	Time Zero Report	Time Zero Report	Time Zero Report
October 2021	1st Semi-Annual Report	1st Annual Report	1st Annual Report
April 22	2nd Semi-Annual Report	--	--
October 2022	3rd Semi-Annual Report	2 nd Annual Report	2 nd Annual Report
April 2023	4th Semi-Annual Report	--	--
October 2023	5th Semi-Annual Report	3rd Annual Report	3rd Annual Report

METHODS

The mitigation areas were evaluated and data collected on the condition of the planted species, the extent of aerial coverage of the planted area by recruited species, coverage by nuisance/exotic species, water level, and overall site conditions. Tables 3-5 present data collected during this monitoring event. Figure 3 presents the photographs of the mitigation areas. Table 6 presents a summary of the success criteria for each mitigation area. The fieldwork for this event was performed on April 14, 2023.

RESULTS & DISCUSSION

Mitigation Area 1 – Wetland Y

Mitigation Area 1 is 0.773 acres and consists of 0.133 acres of wetland restoration and 0.640 acres of wetland enhancement. Table 2 details the plants installed in this mitigation area. No standing water was observed in the wetland, but soils were saturated in the deepest zone of the wetland. Based on how the vegetation is growing, this mitigation area has two distinctive vegetative zones (see Table 3). Most of the mitigation area falls into the outer wetland zone, but there is also a smaller wetland core.

Total cover by desirable planted and recruited vegetation in the outer wetland zone was estimated at 85 percent. Coverage by nuisance/exotic vegetation in the outer wetland zone was estimated at 2 percent. Total

cover by desirable planted and recruited vegetation in the wetland core was estimated at 80 percent. Coverage by nuisance/exotic vegetation in the wetland core was estimated at 5 percent in April.

Mitigation Area 2 – Wetland V

Mitigation Area 2 is 3.073 acres and consists of 0.475 acres of wetland restoration and 2.598 acres of wetland enhancement. Table 2 details the plants installed in this mitigation area. Standing water was observed only in the lowest areas in the core of the wetland, but soils were saturated in the deepest zone of the wetland. Based on how the vegetation is growing, this mitigation area has only one distinctive vegetative zone (see Table 4), however a distinctive wetland core may develop over time.

Total cover by desirable planted and recruited vegetation was estimated at 80 percent. Coverage by nuisance/exotic vegetation was estimated at 5 percent.

Mitigation Area 3 – Wetland S

Mitigation Area 3 is 0.449 acres and consists of 0.128 acres of wetland restoration and 0.321 acres of wetland enhancement. Table 2 details the plants installed in this mitigation area. Standing water was observed only in the lowest areas in the core of the wetland, but soils were saturated in the deepest zone of the wetland. Based on how the vegetation is growing, this mitigation area has two distinctive vegetative zones (see Table 5). Most of the mitigation area falls into the outer wetland zone, but there is also a smaller wetland core.

Total cover by desirable planted and recruited vegetation in the outer wetland zone was estimated at 50 percent. Coverage by nuisance/exotic vegetation in the outer wetland zone was estimated at 2 percent. Total cover by desirable planted and recruited vegetation in the wetland core was estimated at 75 percent. Coverage by nuisance/exotic vegetation in the wetland core was estimated at 1 percent.

MAINTENANCE EFFORTS

Regular maintenance efforts are being currently conducted by Eco-Logic Services on a bi-monthly schedule. The maintenance will continue to target nuisance/exotic species before they become established and compete with the desirable vegetation.

CONCLUSIONS & RECOMMENDATIONS

The mitigation efforts are off to a good start. Time and the continuance of amiable growing conditional will allow the mitigation area to fill with desirable plants and thereby move it towards achieving the performance standards.

Table 2. Plant material installed in the Bayview mitigation areas.

Area	Zone	Scientific Name	Common Name	Size	Spacing	Quantity
Mitigation 1 Wetland Y	A	<i>Spartina bakeri</i>	sand cordgrass	bareroot	3' o.c.	774
		<i>Eleocharis interstincta</i>	jointed spikerush	bareroot	3' o.c.	574
		<i>Polygonum punctatum</i>	dotted smartweed	bareroot	3' o.c.	100
		<i>Ludwigia repens</i>	red ludwigia	bareroot	3' o.c.	100
		<i>Juncus effusus</i>	soft rush	bareroot	3' o.c.	387
	B	<i>Pontederia cordata</i>	pickerelweed	bareroot	3' o.c.	1,145
		<i>Sagittaria lancifolia</i>	arrowhead	bareroot	3' o.c.	622
		<i>Panicum hemitomon</i>	maidencane	bareroot	3' o.c.	622
		<i>Nymphaea odorata</i>	fragrant water lily	bareroot	3' o.c.	312
Mitigation 2 Wetland V	A	<i>Spartina bakeri</i>	sand cordgrass	bareroot	3' o.c.	1,549
		<i>Eleocharis interstincta</i>	jointed spikerush	bareroot	3' o.c.	674
		<i>Polygonum punctatum</i>	dotted smartweed	bareroot	3' o.c.	100
	B	<i>Eleocharis interstincta</i>	jointed spikerush	bareroot	3' o.c.	948
		<i>Ludwigia repens</i>	red ludwigia	bareroot	3' o.c.	100
		<i>Juncus effusus</i>	soft rush	bareroot	3' o.c.	500
		<i>Pontederia cordata</i>	pickerelweed	bareroot	3' o.c.	5,881
		<i>Sagittaria lancifolia</i>	arrowhead	bareroot	3' o.c.	3,440
		<i>Panicum hemitomon</i>	maidencane	bareroot	3' o.c.	3,440
		<i>Nymphaea odorata</i>	fragrant water lily	bareroot	3' o.c.	1,117
Mitigation 3 Wetland S	A	<i>Spartina bakeri</i>	sand cordgrass	bareroot	3' o.c.	400
		<i>Eleocharis interstincta</i>	jointed spikerush	bareroot	3' o.c.	600
		<i>Polygonum punctatum</i>	dotted smartweed	bareroot	3' o.c.	100
		<i>Ludwigia repens</i>	red ludwigia	bareroot	3' o.c.	100
		<i>Juncus effusus</i>	soft rush	bareroot	3' o.c.	400
	B	<i>Pontederia cordata</i>	pickerelweed	bareroot	3' o.c.	356
		<i>Sagittaria lancifolia</i>	arrowhead	bareroot	3' o.c.	178
		<i>Panicum hemitomon</i>	maidencane	bareroot	3' o.c.	178
		<i>Nymphaea odorata</i>	fragrant water lily	bareroot	3' o.c.	65

Table 3. Vegetation observed in Mitigation Area 1 (Wetland Y) at the Bayview site.

Species	Common Name	Coverage	
		April 2023	October 2023
OUTER WETLAND ZONE			
<i>Acer rubrum</i>	red maple	--	
<i>Amaranthus</i> sp.	pigweed	1%	
<i>Aster subulata</i>	annual marsh aster	<1%	
<i>Baccharis halimifolia</i>	saltbush	1%	
<i>Bacopa monnieri</i>	water hyssop	2%	
<i>Bidens alba</i>	beggars’ ticks	<1%	
<i>Chamaesyce</i> sp.	spurge	<1%	
<i>Commelina diffusa</i>	spreading dayflower	1%	
<i>Cynodon dactylon</i>	Bermuda grass	1%	
<i>Cyperus</i> spp.	misc. sedge	1%	
<i>Digitaria</i> sp.	crabgrass	<1%	
<i>Echinochloa crus-galli</i>	barnyard grass	<1%	
<i>Eclipta alba</i>	false daisy	1%	
<i>Eleocharis baldwinii</i>	Baldwin’s spikerush	<1%	
<i>Eupatorium capillifolium</i>	dog fennel	<1%	
<i>Heliotropium angiospermum</i>	scorpion’s tail	<1%	
<i>Hydrocotyle umbellata</i>	marsh pennywort	2%	
<i>Ipomoea</i> sp.	morning gory	<1%	
<i>Juncus effusus</i>	soft rush	<1%	
<i>Lemna</i> sp.	duckweed	--	
<i>Ludwigia octovalvis</i>	Mexican primrose	1%	
<i>Ludwigia repens</i>	red ludwigia	1%	
<i>Panicum rigidulum</i>	red-top panicum	<1%	
<i>Paspalum notatum</i>	bahia grass	<1%	
<i>Phytolacca americana</i>	pokeweed	1%	
<i>Pinus elliotii</i>	slash pine	1%	
<i>Polygonum punctatum</i>	dotted smartweed	7%	
<i>Ptilimnium capillaceum</i>	mock bishop’s weed	3%	
<i>Sagittaria lancifolia</i>	arrowhead	35%	
<i>Salix caroliniana</i>	Carolina willow	2%	
<i>Pontederia cordata</i>	pickerelweed	15%	
<i>Spartina bakeri</i>	sand cordgrass	2%	
<i>Tripsacum dactyloides</i>	Fakahatchee grass	2%	
<i>Verbena scabra</i>	sandpaper vervain	<1%	
Total cover by desirable plants in outer wetland zone		85%	
<i>Hymenachne amplexicaulis</i>	West Indian marshgrass	<1%	
<i>Panicum repens</i>	torpedo grass	1%	
<i>Typha</i> sp.	cattail	--	
<i>Urena lobata</i>	Caesar weed	<1%	
Total cover by nuisance vegetation in outer wetland zone		2%	

Table 3 (continued).

WETLAND CORE			
<i>Hygrophila costata</i>	lake hygrophila	--	
<i>Lemna sp.</i>	duckweed	<1%	
<i>Ludwigia octovalvis</i>	Mexican primrose	<1%	
<i>Nymphaea sp.</i>	water lily	<1%	
<i>Panicum hemitomon</i>	maidencane	1%	
<i>Paspalum distichum</i>	knot grass	2%	
<i>Polygonum punctatum</i>	dotted smartweed	10%	
<i>Pontederia cordata</i>	pickerelweed	10%	
<i>Sagittaria lancifolia</i>	arrowhead	30%	
<i>Thalia geniculata</i>	fireflag	25%	
Total cover by desirable plants in wetland core		80%	
<i>Alternanthera philoxeroides</i>	alligatorweed	3%	
<i>Hymenachne amplexicaulis</i>	West Indian marshgrass	1%	
<i>Panicum repens</i>	torpedo grass	1%	
<i>Typha sp.</i>	cattails	--	
Total cover by nuisance vegetation in wetland core		5%	

Table 4. Vegetation observed in Mitigation Area 2 (Wetland V) at the Bayview site.

Species	Common Name	Coverage	
		April 2023	October 2023
<i>Amaranthus</i> sp.	pigweed	<1%	
<i>Ambrosia artemisiifolia</i>	ragweed	<1%	
<i>Aster subulata</i>	annual marsh aster	1%	
<i>Bacopa monnieri</i>	water hyssop	1%	
<i>Cirsium nuttallii</i>	Nuttall's thistle	<1%	
<i>Cynodon dactylon</i>	Bermuda grass	1%	
<i>Cyperus</i> spp.	misc. sedge	2%	
<i>Echinochloa crus-galli</i>	barnyard grass	1%	
<i>Eleocharis interstincta</i>	jointed spikerush	15%	
<i>Erechtites hieraciifolius</i>	fireweed	<1%	
<i>Hydrocotyle umbellata</i>	marsh pennywort	5%	
<i>Hygrophila costata</i>	lake hygrophila	<1%	
<i>Juncus effusus</i>	soft rush	<1%	
<i>Lippia nodiflora</i>	frog fruit	3%	
<i>Ludwigia octovalvis</i>	Mexican primrose	3%	
<i>Nymphaea odorata</i>	water lily	<1%	
<i>Panicum hemitomon</i>	maiden cane	5%	
<i>Paspalum distichum</i>	knot grass	5%	
<i>Polygonum glabra</i>	dense-flower knotweed	5%	
<i>Polygonum punctatum</i>	dotted smartweed	15%	
<i>Pontederia cordata</i>	pickerelweed	7%	
<i>Ptilimnium capillaceum</i>	mock bishop's weed	10%	
<i>Sagittaria lancifolia</i>	arrowhead	7%	
<i>Scirpus validus</i>	bulrush	<1%	
<i>Setaria geniculata</i>	foxtail grass	1%	
<i>Solanum americanum</i>	nightshade	<1%	
<i>Spartina bakeri</i>	sand cordgrass	3%	
<i>Thalia geniculata</i>	fireflag	1%	
Total cover by desirable plants		80%	
<i>Alternanthera philoxeroides</i>	alligatorweed	3%	
<i>Eichhornia crassipes</i>	water hyacinth	--	
<i>Hymenachne amplexicaulis</i>	West Indian marshgrass	1%	
<i>Ludwigia peruviana</i>	primrose willow	<1%	
<i>Panicum repens</i>	torpedo grass	1%	
<i>Typha</i> sp.	cattail	--	
Total cover by nuisance vegetation		5%	

Table 5. Vegetation observed in Mitigation Area 3 (Wetland S) at the Bayview site.

Species	Common Name	Coverage	
		April 2023	October 2023
OUTER WETLAND ZONE			
<i>Ambrosia artemisiifolia</i>	ragweed	1%	
<i>Bacopa monnieri</i>	water hyssop	2%	
<i>Canna flaccida</i>	golden canna	2%	
<i>Chamaesyce</i> sp.	spurge	1%	
<i>Commelina diffusa</i>	spreading dayflower	1%	
<i>Conyza canadensis</i>	horseweed	<1%	
<i>Cynodon dactylon</i>	Bermuda grass	1%	
<i>Cyperus</i> spp.	misc. sedge	2%	
<i>Digitaria</i> sp.	crabgrass	1%	
<i>Echinochloa crus-galli</i>	barnyard grass	1%	
<i>Eupatorium capillifolium</i>	dog fennel	1%	
<i>Geranium carolinianum</i>	Carolina geranium	<1%	
<i>Melothria pendula</i>	creeping cucumber	<1%	
<i>Myrica cerifera</i>	wax myrtle	1%	
<i>Paspalum notatum</i>	bahia grass	1%	
<i>Phytolacca americana</i>	pokeweed	<1%	
<i>Pinus elliotii</i>	slash pine	2%	
<i>Quercus virginiana</i>	live oak	3%	
<i>Sabal palmetto</i>	cabbage palm	2%	
<i>Scoparia dulcis</i>	sweetbroom	<1%	
<i>Sida acuta</i>	southern sida	<1%	
<i>Spartina bakeri</i>	sand cordgrass	10%	
<i>Tripsacum dactyloides</i>	Fakahatchee grass	15%	
Total cover by desirable plants in outer wetland zone		50%	
<i>Cyperus rotundus</i>	purple nutsedge	1%	
<i>Urena lobata</i>	Caesar weed	1%	
Total cover by nuisance vegetation in outer wetland zone		2%	
WETLAND CORE			
<i>Bacopa monnieri</i>	water hyssop	3%	
<i>Canna flaccida</i>	golden canna	10%	
<i>Cynodon dactylon</i>	Bermuda grass	1%	
<i>Cyperus</i> spp.	misc. flatsedges	2%	
<i>Echinochloa crus-galli</i>	barnyard grass	1%	
<i>Eclipta alba</i>	false daisy	1%	
<i>Eleocharis interstincta</i>	jointed spikerush	10%	
<i>Eupatorium capillifolium</i>	dog fennel	1%	
<i>Hygrophila costata</i>	lake hygrophila	<1%	
<i>Juncus effusus</i>	soft rush	1%	
<i>Ludwigia octovalvis</i>	Mexican primrose	<1%	

Table 5 (continued).

<i>Panicum hemitomon</i>	maidencane	3%	
<i>Panicum rigidulum</i>	red-top panicum	<1%	
<i>Paspalum distichum</i>	knot grass	2%	
<i>Polygonum punctatum</i>	dotted smartweed	5%	
<i>Pontederia cordata</i>	pickerelweed	3%	
<i>Sagittaria lancifolia</i>	arrowhead	30%	
<i>Salix caroliniana</i>	Carolina willow	1%	
Total cover by desirable plants in wetland core		75%	
<i>Hymenachne amplexicaulis</i>	West Indian marshgrass	<1%	
<i>Panicum repens</i>	torpedo grass	<1%	
<i>Typha sp.</i>	cattail	--	
Total cover by nuisance vegetation in wetland core		1%	

Table 6. Status of the Bayview mitigation areas relative to the performance standards.

PERFORMANCE STANDARDS				
Mitigation Areas will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met:		Achieved		
		M1 (Y)	M2 (V)	M3 (S)
a	The mitigation area can be reasonably expected to develop into a Palustrine, persistent, emergent, semi-permanently flooded as determined by the USFWS Classification of Wetlands and Habitats of the United States.	yes	yes	yes
b	Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetlands/surface water type specified in criterion "a."	yes	yes	yes
c	The dominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as provided in the table below (Plant species providing the same function as those listed may also be considered in determining success).	no	no	no
d	Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."	yes	yes	yes
e	Coverage by nuisance or exotic species does not exceed 5 percent.	yes	no	yes
f	The wetland mitigation areas can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.	yes	yes	yes

Zone	Stratum	Percent Cover	Dominant Species
A	N/A	85	<i>Spartina bakeri</i> <i>Polygonum punctatum</i> <i>Ludwigia repens</i> <i>Juncus effusus</i>
B	N/A	85	<i>Pontederia cordata</i> <i>Sagittaria lancifolia</i> <i>Panicum hemitomon</i> <i>Nymphaea odorata</i>

This criterion must be achieved within 3 years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

The mitigation areas may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation areas have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

Annual reports shall provide documentation that a sufficient number of maintenance inspection /activities were conducted to maintain the mitigation areas in compliance according to the Wetland Mitigation Success Criteria Conditions above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Condition above. Monitoring Data shall be collected annually.

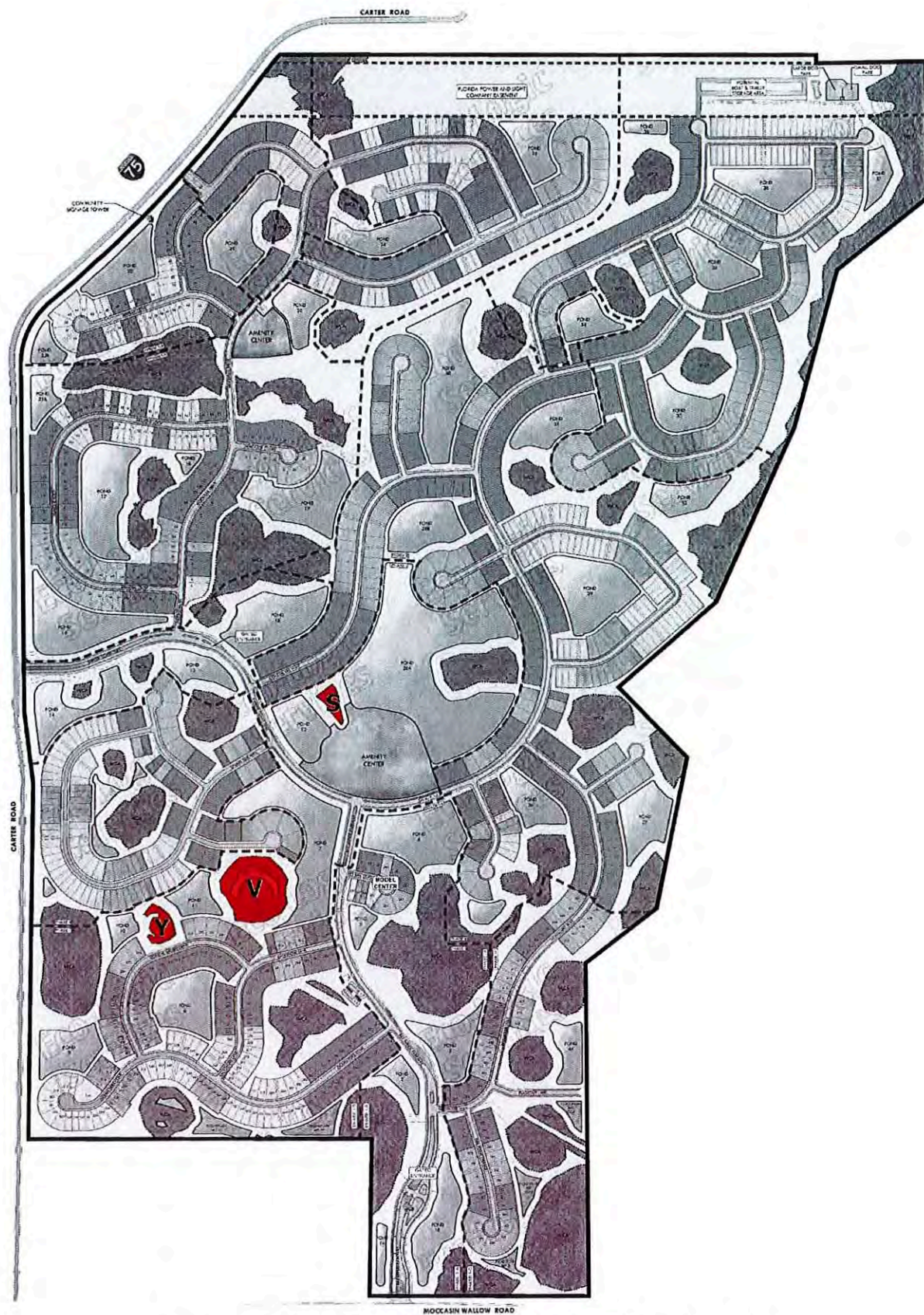


Figure 1. Site map for Bayview showing the location of the mitigation areas.

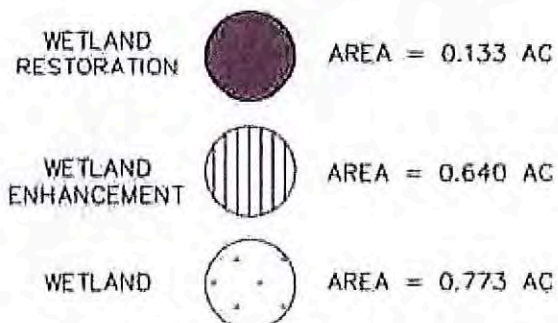
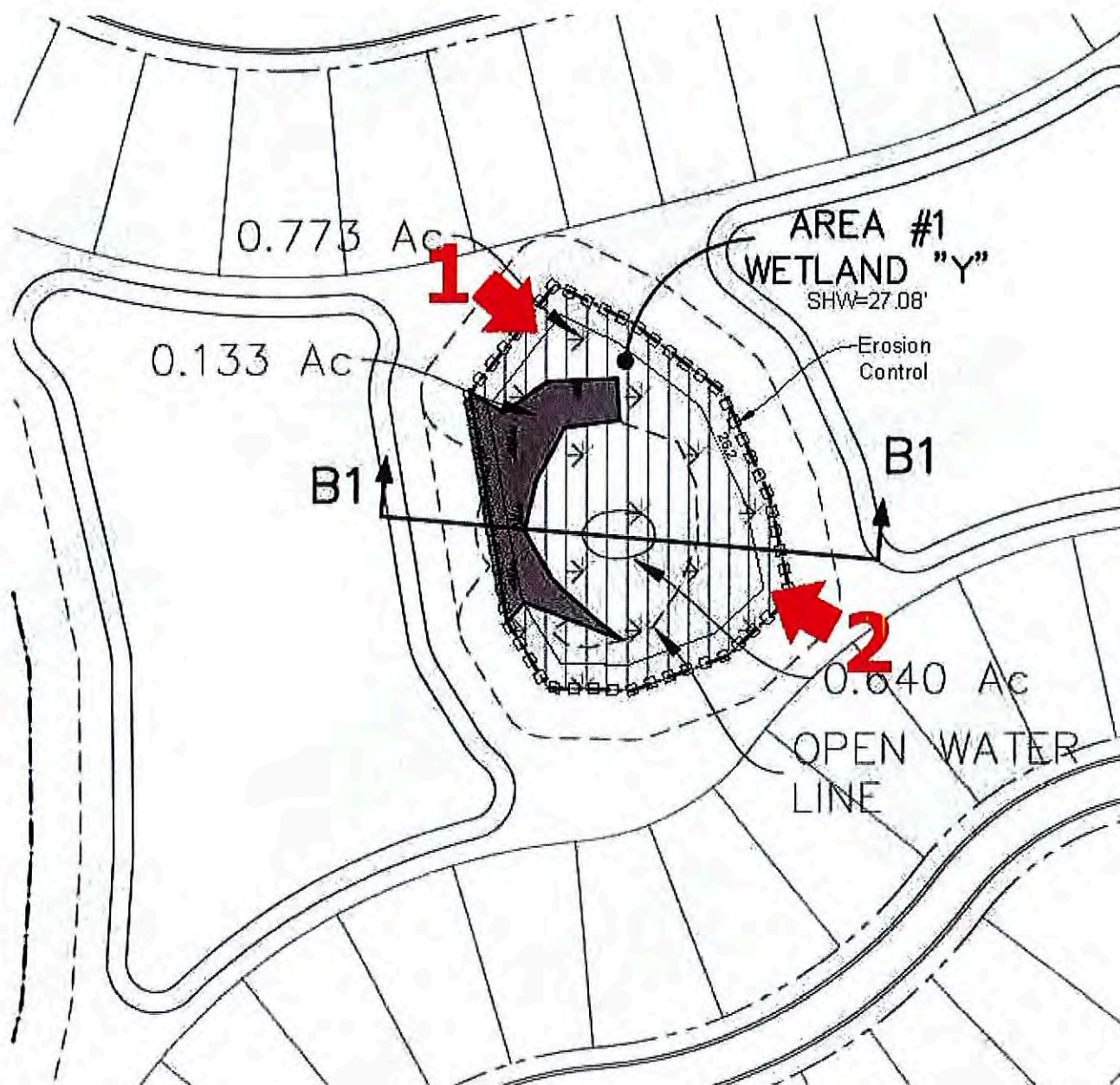


Figure 2a. Mitigation detail for Mitigation Area1 (Wetland Y) at the Bayview site.

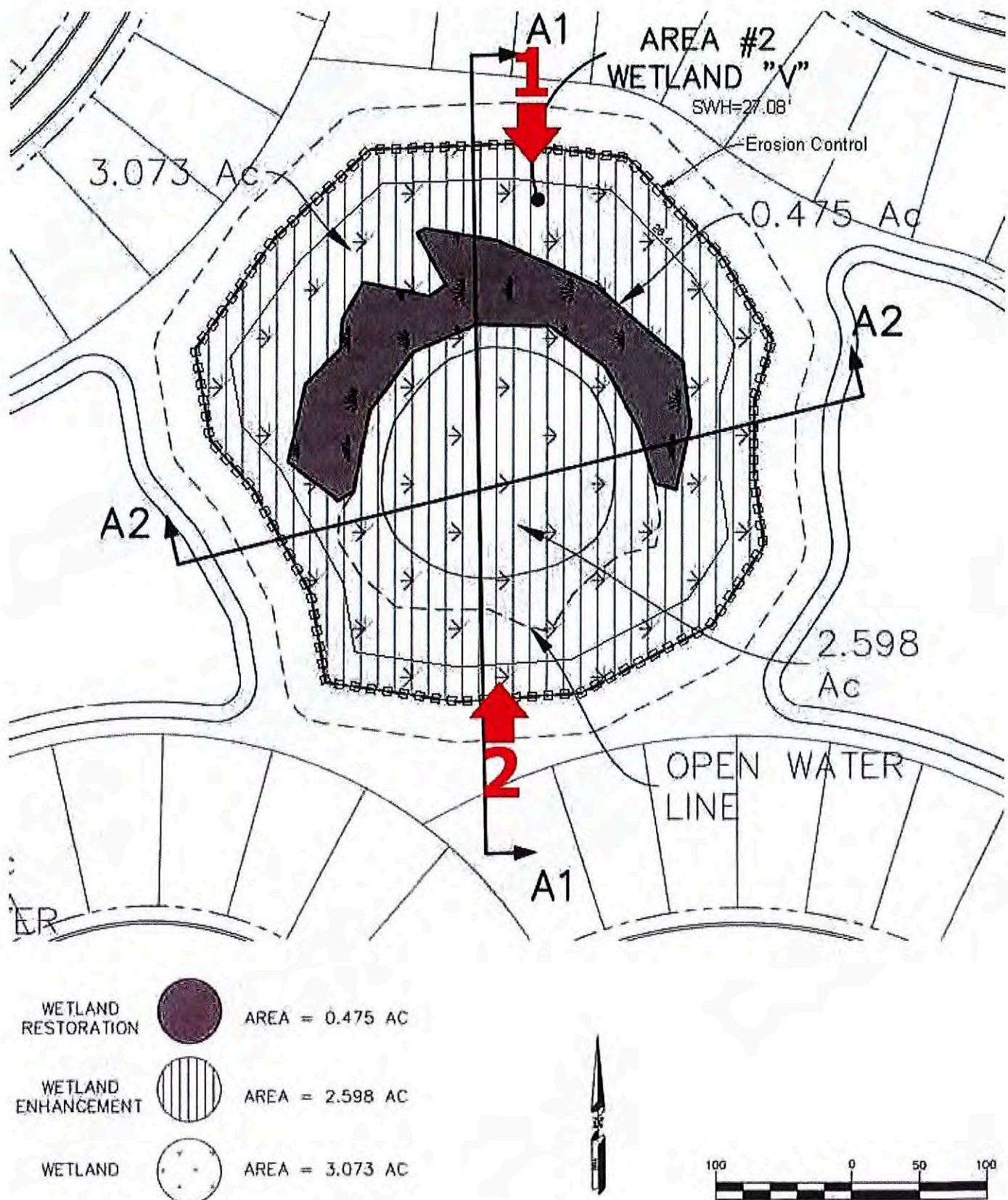


Figure 2b. Mitigation detail for Mitigation Area 2 (Wetland V) at the Bayview site.

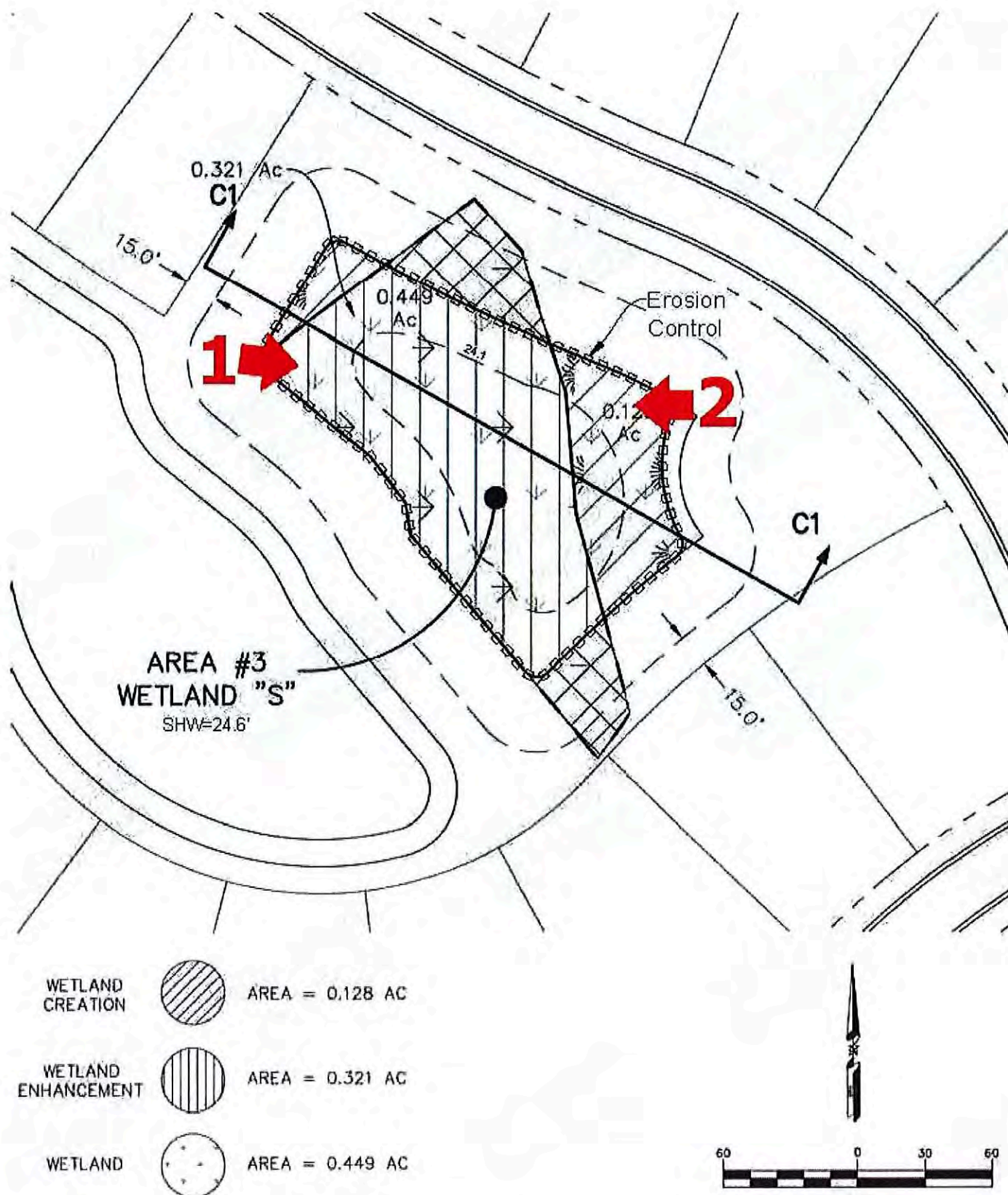


Figure 2c. Mitigation detail for Mitigation Area 3 (Wetland S) at the Bayview site.



Mitigation Area 1 / Wetland Y – View from northwest side



Mitigation Area 1 / Wetland Y – View from southeast side

Figure 3. Photographs of the mitigation areas in the Bayview community.



Mitigation Area 2 / Wetland V – View from north side



Mitigation Area 2 / Wetland V – View from south side

Figure 3. Photographs of the mitigation areas in the Bayview community.



Mitigation Area 3 / Wetland S – View from east side



Mitigation Area 3 / Wetland S – View from west side

Figure 3. Photographs of the mitigation areas in the Bayview community.

Tab 14

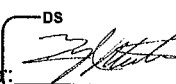
KOLTERLAND

P.O. # 1160

Contractor Agreement

Effective Date:	June 7, 2021		
Owner:	Full Legal Company Name: KL Eagle Point LLC, a Delaware limited liability company		
	Address: 14025 Riveredge Drive, Suite 175	Phone: 813-615-1244	
	City: Tampa	Fax: 813-615-1461	
	State: FL	Zip: 33637	Email: csmith@kolter.com
	Authorized Representative: Candice Smith		Cell Phone: 813-334-2019
Contractor:	Full Legal Company Name: Hardscapes 2, Inc.		
	Vendor Number: COSOGR		
	Contractor State License No.: Click here to enter text.		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: 46-1645334		
	Address: 14620 Bellamy Brothers Blvd.	Phone: 866-617-2235	
	City: Dade City	Fax: 866-929-6998	
	State: Florida	Zip: 33525	Email: astetcher@cornerstonesolutionsgroup.com
	Authorized Representative: Anthony "Shawn" Stecher		Cell Phone: 352-458-1887
Project:	Eagle Point		
Project HOA Entity:	Full Legal Company Name: Click here to enter text.		
Project Location:	County: Manatee	State: Florida	Zip: Click here to enter text.

1. **Parties; Effective Date.** This Contractor Agreement ("Agreement") is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. The above-identified Owner shall be deemed a third party beneficiary of this Agreement with respect to any provision of this Agreement that benefits Project Owner. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the "Parties".

 Contractor: 

2. Purpose of Agreement.

- 2.1 This Agreement sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the “**Work**”) to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the “**Materials and Labor**”) included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.
- 2.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

3. Agreement Documents.

- 3.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b); Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the “**Agreement Documents**”). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Trade Specific Scope of Work; Exhibit B – General Conditions; Exhibit C – Site Safety Rules; Exhibit D – Emergency Action Plan; Exhibit E – Insurance Requirements;; Exhibit F – Partial Waiver & Release of Lien; Exhibit G – Final Waiver & Release of Lien; Exhibit H – FDEP Contractor Certification Statement.

- 3.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**

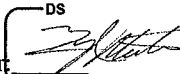
4. Ordering Process.

- 4.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, “Specifications” includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.

- 4.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "**Contractor's Agents**"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "**Applicable Laws**"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.
- 4.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 4.4 During the term of this Agreement, Owner may make available to Contractor (a) notice to proceed and/or change order(s); (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("**Construction Schedule**"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- 4.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 4.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 4.7 Contractor hereby agrees to hold all pricing for this scope of work through January 31, 2022. If work does not commence by this time, then potential cost increase, up to a maximum of two percent (2%) may be required. If such increase is required, then Owner and Contractor hereby agree to reduce such increase to writing and treat such increase as a change order to this Agreement.
- 4.8 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.

5. Initiation of Work.

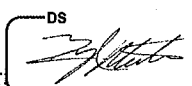
- 5.1** Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement. The Work **must be completed within the timeframe shown on the attached construction schedule in order to avoid liquidated damages as outlined in the Agreement below.**
- 5.2** Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.
- 5.3** Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.
- 5.4** Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:
- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
 - (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
 - (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
 - (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
 - (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.
- 5.5** Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement

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Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

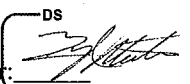
6. Performance and Progress of Work.

- 6.1** From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor and Owner agree that if the Work to be performed does not commence as shown on the Construction Schedule, then the Construction Schedule will be revised accordingly, showing the same task durations and overall project duration. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.
- 6.2** Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain a minimum of three (3) bids, unless agreed to be fewer by Owner, from Subcontractors and from suppliers of materials or equipment fabricated especially for each phase/component of the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection. When a specific bidder (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Agreement without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner. Subcontractors or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on a cost-plus-fee without the prior written consent of the Owner. If the Subcontract is awarded on a cost-plus-fee basis, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regards to the Contractor as specified elsewhere in this Agreement. Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- 6.3** Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless

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otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.

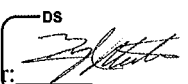
- 6.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 13.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.
- 6.5 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.
- 6.6 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor

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shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.

- 6.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. The Work Price is guaranteed by the Contractor not to exceed \$2,174,515.00, subject to additions and deductions by Change Order as provided in this Agreement. Such maximum sum is herein referred as the "Guaranteed Maximum Price". Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by Owner unless approved by prior written consent of Owner. Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (i) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (ii) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials or equipment shall accrue to the Owner, and the Contractors shall make provisions so that they can be obtained. Amounts that accrue to the Owner in accordance with the provisions of this section shall be credited to the Owner as a deduction from the Work Price. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work. Other items that will not be considered to be part of the work or additional work are:
- a. Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided elsewhere in this Agreement;
 - b. Expenses of the Contractor's principal office and offices other than the site office;
 - c. Overhead and general expenses, except as may be expressly included elsewhere in this Agreement;
 - d. The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
 - e. Except as provided elsewhere in this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Agreement;
 - f. Any cost not specifically and expressly described in elsewhere in this Agreement;
 - g. Costs, other than the costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

- 6.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject

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to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

- (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.
- (b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.

6.9 Should Contractor fail to perform any of its obligations as provided in this Section 6, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6.16 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following Liquidated Damage Amounts shall apply to the following events:

- (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$500.00 per day.
- (b) Should Contractor fail to perform as outlined in this section 6 and per the attached Construction Schedule, which stipulates an overall project duration of 195 work days, the Liquidated Damage Amount shall be \$500.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

7. Receipt and Protection of Materials; Protection of Work.

- 7.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.
- 7.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.
- 7.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.
- 7.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.
- 7.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.
- 7.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

8. Quality, Inspection and Correction of Work.

- 8.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.
- 8.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.

8.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

8.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

9. Labor Matters.

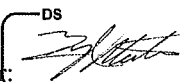
9.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.

9.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.

9.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

10. General Environmental Compliance

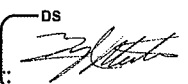
10.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation,

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- consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- 10.2** Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- 10.3** Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 10.4** Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 10.5** Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.
- 10.6** In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

11. Storm Water Management.

- 11.1** Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.
- 11.2** Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm

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water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

- 11.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.
- 11.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.
- 11.5 Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.
- 11.6 Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result

of a Contractor default. Nothing in this Section 11.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 11.1.

12. Liens/Waiver of Liens

12.1 Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.

12.2 Failure to comply with the requirements of Section 12.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the Costs thereof shall become immediately due and payable by Contractor to Owner.

12.3 If Owner receives any notice of any Liens pertaining to Contractor and/or Contractor's and/or Contractor's Agents' Work, Owner may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Owner has reasonable evidence that such Liens have been discharged.

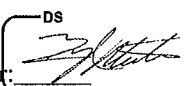
12.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

12.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.

12.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.

(a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.

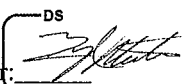
(b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on

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Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

13. Warranties; Warranty Work and Performance Standards.

- 13.1** Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 13.2** Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 13.3** If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.
- 13.4** If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.
- 14. Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.

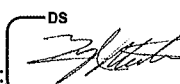
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15. Relationship Management.

- 15.1** Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.
- 15.2** Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.
- 15.3** Contractor shall maintain electronic communications with Owner via e-mail. .
- 15.4** Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.
- 15.5** Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.
- 15.6** To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

16. Goals, Continuous Improvement and Quality.

- 16.1** Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.
- 16.2** Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of

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manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.

- 16.3** If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

17. Prices and Payment.

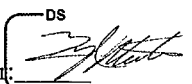
- 17.1** Contractor will perform Work at the Work Prices. Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.

- 17.2** Owner shall designate the methodology for payment to Contractor.

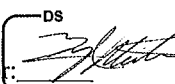
- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices.
- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
- (c) The Owner is entitled to retain ten percent (10%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contractor at the time of final payment.

- 17.3** As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.

- 17.4** No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.

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- 17.5** Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 17.6** In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.
- 17.7** Contractor shall not delay and/or stop any Work by reason of Owner's failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.
- 17.8** Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60 day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.
- 17.9** If, during the term of this Agreement, Contractor offers Work to any other developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.
- 17.10** Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 17.11** Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 17.12** Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.
- 17.13** Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.

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- 17.14** Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 17.15** No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.
- 17.16** Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.
- 18. Inspections and Reviews.** Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.
- 19. Indemnification.**

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship (including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including reasonable attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

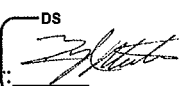
- 19.1** Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to, court costs, expert costs and reasonable attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 19.2** In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 19.3** The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

- 20. Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days **before** starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.

20.1 Insurance and Indemnity of Contractor's Agent(s).

- (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
- (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

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20.2 Miscellaneous Insurance Provisions.

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

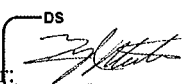
20.3 Compliance with this Section.

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.

- 21. Confidentiality.** During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

22. Term and Termination.

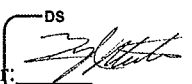
- 22.1** This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.
- 22.2** Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.
- 22.3** Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.
- 22.4** Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:
- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
 - (b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10% for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;
 - (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's

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additional/extended general conditions costs and all reasonable attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;

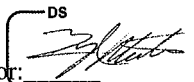
- (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
 - (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.
- 22.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 22.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- 22.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.
- 22.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.
23. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.

24. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
25. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
26. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
27. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.
28. **General Terms.**
- 28.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
- 28.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 28.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 28.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 28.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties

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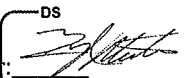
under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.

- 28.6** Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 28.7** Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 28.8** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 28.9** Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.
- 28.10** Neither party may assign this Agreement, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 28.11** **FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**
- 28.12** **Choice of Law, Arbitration and Venue**
- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
 - b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
 - c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover

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as part of the final award all reasonable attorneys' fees and costs, including fees for expert witnesses, incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.

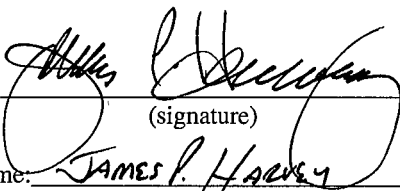
- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
- e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
- h) Discovery in any arbitration hereunder shall be limited to the following:
 - i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
 - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
 - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
 - iv. The deposition of any experts that intend to testify at the arbitration hearing;
 - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
 - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and

Contractor: 

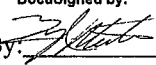
- vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

AGREED AND ACCEPTED:

Owner: KL EAGLE POINT LLC

By: 
(signature)
Name: JAMES P. HARVEY
(printed)
Title: AUTHORIZED SIGNATORY
Date: JUNE 30, 2021

Contractor: HARDSCAPES 2, INC.

DocuSigned by:
By: 
6AE0BFABCEEF4CA...(signature)
Name: Eric Meister
(printed)
Title: owner
Date: 6/29/2021



Contractor: 

Exhibit A

TRADE SPECIFIC SCOPE OF WORK

SEE ATTACHED.

Contractor:  ^{DS}

Cornerstone Solutions Group



Isles of Bayview Amenity

SPEC SECTION	DESCRIPTION	CSG ESTIMATE	Incl	COST/ GSF	FINAL BID
Sitework			\$ -	-	
Div 2- SITEWORK					
	Earthwork			0.00%	32,997
	Install Silt Fence	y		0.00%	-
	Install Turbidity Barrier	y		0.00%	-
	Clear & Grub - By Owner	n		0.00%	-
	Strip & Stockpile Topsoil - By Owner	n		0.00%	-
	Import fill, place & compact - By Owner	n		0.00%	-
	Density Testing	y		0.00%	5,565
	Rock at Pool Equip	y		0.00%	1,675
	Final Site Grading	y		0.00%	13,795
	Survey and Asbuilts	y		0.00%	22,985
				0.00%	-
	Storm Drainage	y		0.00%	70,497
	Permits	y		0.00%	-
	Dewatering	y		0.00%	-
	Addendum 10 - Add 6" U/G Storm Drain Pipe to Downspouts	y		0.00%	15,687
	Addendum 10 - Add 6" U/G Storm Drain Pipe Risers @ DS (14 ea)	y		0.00%	-
				0.00%	-
	Sanitary System			0.00%	17,325
	tie ins	y		0.00%	-
	permits and testing	y		0.00%	-
				0.00%	-
	Water			0.00%	22,329
	tapping sleeve, meter, RPZ & BFP	y		0.00%	-
	service to bldg	y		0.00%	-
	testing	y		0.00%	-
				0.00%	-
	Base/ Paving/ Curbs			0.00%	90,724
	subgrade, base and asphalt	y		0.00%	-
	Cement treated base construction (see drawing C10.0)	y		0.00%	-
	curb and gutter	y		0.00%	-
	ramps and ada domes	y		0.00%	-
	Striping, stops and signage	y		0.00%	-
	ribbon curbs	y		0.00%	-
	Firelane Turnaround - 6" compacted limerock base	y		0.00%	-
				0.00%	-
	Dewatering (See Owner Bid Invitation)			0.00%	-
	Attend clear and grub, during site fill operations	y		0.00%	-
	At Site Utilities (Verify depth of trenches (See Soils Report))	y		0.00%	-
	At pool			0.00%	-
				0.00%	-
	Site Concrete			0.00%	35,982
	sidewalks - Scofield Autumn Beige	y		0.00%	-
	ramps and ada domes	y		0.00%	-
	Concrete curbing at Playground (not shown)	y		0.00%	-
	Concrete pad on mailbox (no details provided)	4,500 n		0.94	4,500
	Concrete banding @ vehicle pavers (12' wide)	300 n		0.06	300
	Concrete banding @ plant beds (8" wide)	1,200 n		0.25	1,200
	light pole bases (not shown) for pole lights P4 at pool deck	n		0.00%	-
				0.00%	-
	Landscaping			0.00%	-
	Trees, Bushes, Plants, Ground Cover,	y		0.00%	122,968
	Irrigation	y		0.00%	54,695
	Site Furnishings-Furn	y		0.00%	12,632
	Site Furnishings-Inst			0.00%	-
	Precast Pavers - Furnish	y		0.00%	62,659
	Precast Pavers - Install	y		0.00%	-
	Pool Coping (labor & material) - See Pools	n		0.00%	-
	Precast Pavers	89,010		18.54	30.21%
	At pool deck area	y		0.00%	-
	At Main Building Inside-Ext Covered Area	n		0.00%	-
	At Pool Restrooms under exterior roof	n		0.00%	-
				0.00%	-
	Playground Equipment			0.00%	73,042
	Engineered wood fiber mulch 12" deep & liner	y		0.00%	-
	10' x 10' timbered playground perimeter (Not shown)	n		0.00%	-
	Playground drainage system (Not shown)	n		0.00%	-
				0.00%	-
	Fencing			0.00%	-
	Temp chain link Construction Fence & Gate w/ Screen	y		0.00%	2,755
				0.00%	-
	Aluminum Fence & Gates @ Pool (Black)	y		0.00%	22,854
	Aluminum mesh	y		0.00%	-
	Fence & gate at Pool Equip Rm (See A3.01) - 6' tall (in lieu of 5')	y		0.00%	-
	Aluminum Fence & Gates @ Dog Park (white)	y		0.00%	10,263
				0.00%	-
				0.00%	-
Div 3- CONCRETE					

Cornerstone Solutions Group



Isles of Bayview Amenity

SPEC SECTION	DESCRIPTION	CSG ESTIMATE	Incl	COST/ GSF	FINAL BID
	Amenity Center & Outdoor Restroom				67,954
	Footings		y	-	-
	Structural Excavation & Backfill		y	-	-
	Slab on Grade with visqueen		y	-	-
	Place, finish, sawcut and cure concrete		y	-	-
	Termite/soil treatment (4800 sf)		y	-	-
	Concrete curbs @ Partition Type F		y	-	-
				-	1,625
				-	-
Div 4 - MASONRY				-	88,341
	Amenity Center & Outdoor Restroom		y	-	-
	Block, precast lintels, rebar, grout & accessories		y	-	-
	Setting HM frames at block walls (4 each)	300	n	0.06	300
				-	-
	Architectural Precast Bands @ Amenity Bld			-	-
				-	-
				-	-
Div 5 - Structural Steel / Metal Fabrications				-	-
	Wall Mounted Ladder at A/C Room (11')	1,000	n	0.21	1,000
	Decorative Structural Brackets at Window Canopies (See 7/A6.03)			-	-
	36"x36" Brackets by Backyard America - Material			-	-
				-	-
				-	-
Div 6 - CARPENTRY				-	-
	Amenity Center & Outdoor Restroom			-	-
	Trusses - Material		y	-	16,775
	Lumber material for :			-	35,835
	truss bracing (rat runs & diaphragm), temp bracing, deadwood	5,000	n	1.04	5,000
	Plywood backing for wood trim applied to ceilings	1,100	n	0.23	1,100
	hurricane straps - partial		y	-	-
	Balance of Simpson straps, bolts and nuts	1,200	n	0.25	1,200
	HVAC tower		y	-	-
	Window canopies		y	-	-
	Interior Partitions		y	-	-
	Soffit at Rec Mtg Room		y	-	-
	Level return framing for soffit		y	-	-
	Alum Entrances & Window Openings		n	-	-
	Deadwood & miscellaneous blocking		n	-	-
	Addenda 3 - 4x4 wood braces at Window Canopies		y	-	-
	Plywood Sheathing material for:		y	-	-
	Roof		y	-	-
	Gable Ends (above block walls)		y	-	-
	HVAC tower - Material		y	-	-
	Window canopies		y	-	-
	Waste	1,500	n	0.31	1,500
	Framing, Sheathing & Fasteners - Labor		y	-	50,430
	Hoisting		y	-	-
	Wood furring at exterior masonry walls		y	-	-
				-	-
				-	-
	Hardie Siding & Trim			-	-
	Material for:		y	-	11,895
	Soffit (3/8") with 8" x 6" vents		y	-	-
	Fascia (5/4x6)		y	-	-
	Window Headers (5/4x3.5)		y	-	-
	Installation		y	-	-
	Addendum 3 -Hardi wrap at wood braces for Window Canopies	2,500	n	0.52	2,500
				-	-
				-	-
	Architectural Woodwork/Trim			-	-
	Materials			-	5,300
	Labor (2 men for 8 days @ \$65/hour)	8,500	n	1.77	8,500
	Scaffolding	750	n	0.16	750
				-	-
				-	-
	Cabinets - Submit as an allowance as Materpiece plans indicate dte as "Conceptual"			-	13,329
	Outdoor bar		y	-	-
	Recreation Mtg Room		y	-	-
	Mens & Womens Restroom -Main Building		n	-	-
				-	-
				-	-
	Countertops - Stone			-	10,018
	At Exterior Bar (CT-1)		y	-	-
	At Recreation Meeting Room (CT-2)		y	-	-
	At Amenity Restrooms (CT-3)		n	-	-
				-	-
				-	-
Div 7 - Moisture Protection				-	-
	Insulation			-	-
	Rigid @ Int Face of Exterior Masonry Walls		y	-	5,469
	Foil @ Bathroom Ext Masonry Walls		y	-	1,710
	Batt @ Roof (bottom chords)		y	-	3,102
	Rigid Insulation On roof Deck of Window Canopy's Per Adden 2	2,000	n	0.42	2,000
	Sound Batt @ Interior Walls		y	-	-
	R30 above non-conditioned spaces (Addenda 1 item 10)		y	-	-
	R38 above conditioned spaces (Addenda 1 item 10)		y	-	-
				-	-
				-	-
	Metal Roofing & WP Underlayment			-	68,400
	Specified Mfr		n	-	-



SPEC SECTION	DESCRIPTION	CSG ESTIMATE	Incl	COST/ GSF	FINAL BID	
	Counterflashings & drip edges Gutters and DS - (Gutter size not provided and DS not shown) Color: Aged Copper per Elevation Dwg or Gray Per Roof Spec A3.21 Hood at HVAC Tower (Dwg A6.02) - See Mech	1,688	y n ?? n	- 0.35 - - - - -	0.00% 0.57% 0.00% 0.00% 0.00% 0.00% 0.00%	- 1,688 - - - - -
	Sealants At Hollow Metal Frames At Alum Entrances & Windows Beauty Sealants @ windows & doors	500	n	0.10 - - - -	0.17% 0.00% 0.00% 0.00% 0.00%	500 - - - -
Div 8- DOORS & WINDOWS						
	Materials: Hollow Metal Doors and Frames Wood Doors at HM Frames Prehung Wood door w/ casing?		y y y	- - -	0.00% 0.00% 0.00%	- - 5,145
	Installation		-	-	0.00%	1,255
	Finish Hardware Material Installation		y y	- -	0.00% 0.00%	- 2,079
	Aluminum Windows & Entrances Entrances Automatic Entry Hardware (3 ea)	2,100	y y n	- - 0.44	0.00% 0.00% 0.71%	57,188 - 2,100
	Windows Specified Mfr: YKK Color: White Impact Rated? (plans are in conflict) Includes waterproofing sealants Addendum 1 Item 8 Grey vinyl backing at Windows W5 thru W8 Nichol Metal Panels @ Windows W-02 (6ea 2'x2' & 6ea 2'x5')	7,000	y y y y y n	- - - - - 1.46	0.00% 0.00% 0.00% 0.00% 0.00% 2.38%	- - - - - 990
	Framed Screens Panels (76lf x 8.33'tall) Doors (2 each)	6,500 800	n n	1.35 0.17	2.21% 0.27%	6,500 800
Div 9- FINISHES						
	Stucco Amenity Center & Outdoor Restroom on Block Amenity Center & Outdoor Restroom @ Framed Walls Includes paperbacked wire lath @ framed walls Paint Hardi @ Canopy Brackets added In Addendum 2 EIF Finish @ Ceilings/Soffits per Addendum		y y y y	- - - -	0.00% 0.00% 0.00% 0.00%	57,870 - - 14,570
	Drywall Metal hat channel at masonry walls (in lieu of wood) Densglass Ceilings/Soffits Finish Systems on Densglass Ceilings/Soffits - See Stucco Suspension system for drop ceiling at Recreation Meeting Room Batt Insulation behind drwall partitions & above ceilings - See Insul Drywall Clgs (in lieu of Acoutical) per Masterpiece Plans		y y n y n n	- - - - - -	0.00% 0.00% 0.00% 0.00% 0.00% 0.00%	- - - - - -
	Acoustical Ceilings Per Arch Plans in lieu of Masterpiece Plans		y	-	0.00%	3,381
	Painting Interior & Exterior Painting Paint Hardi at Canopy Brackets added in Addendum 2 Stain Concrete Floors Per Addendum 2	800	n	0.17	0.27%	800 20,535
	Wallpaper Material - Furnished by Designer Installation	300	n n	- 0.06	0.00% 0.10%	- 300
	Flooring Carpet Stained Concrete/Special Coating? - See Painting		- n	- -	0.00% 0.00%	- 5,926
	Tile Interior Exterior Marble Window Sills per Addendum	1,000	y y n	- - 0.21	0.00% 0.00% 0.34%	- - 1,000
Div 10- SPECIALTIES						
	Fire Extinguisher with FEC (assume 2 ea) Toilet Partitions Toilet acc (includes framed mirrors) Unframed mirrors Mailboxes	550 5,000 300	n n y	0.11 1.04 -	0.19% 1.70% 0.00%	550 5,600 5,000 650 -
				-	0.00%	37,793

Cornerstone Solutions Group



Isles of Bayview Amenity

SPEC SECTION	DESCRIPTION	CSG ESTIMATE	Incl	COST/ GSF	FINAL BID
	Numbering (450 tags)	1,088	n	0.23	0.37%
	Installation	800	n	0.17	0.27%
					0.00%
	Aluminum Awning (12'x4' - flat)				0.00%
	Furnish		y		0.00%
	Install	2,200	n	0.46	0.75%
					0.00%
	Wall Mounted TV				0.00%
					0.00%
Div 13-Pools					0.00%
	Excavation and U/G		y		0.00%
	Shell, connections, coping and Gunnite		y		0.00%
	Equipment room and tie ins		y		0.00%
	Dispose of excavated spoils		??		0.00%
	Dewatering		y		0.00%
	Pool Shower - See Plumbing		n		0.00%
					0.00%
Div 15- MECHANICAL					0.00%
	HVAC				0.00%
	Hood at HVAC Tower (Dwg A6.02) - Copper		y		0.00%
	Equipment Starters & Disconnects				0.00%
	Certified T&B report				0.00%
	Duct Detectors (install only)				0.00%
	Will specified grilles work in drywall or acoustical clgs				0.00%
					0.00%
	PLUMBING				0.00%
	Fixtures per Architectural or Masterpiece plans		y		0.00%
	Pool Supply Line		n		0.00%
	Pool Shower (no spec)		y		0.00%
	Temp water				0.00%
					0.00%
Div 16- ELECTRICAL					0.00%
	Fixtures per plans		y		0.00%
	Electrical for Bldgs		y		0.00%
	Power to Elect Dr Hwd (See Note 9/A8.01)		y		0.00%
	Power to Card Reader/Elect Strikes (See Note 8 /A8.01)		y		0.00%
	Ceiling Fans - Installation		y		0.00%
	Ceiling Fans - Furnish (7 each per ID plans. Elect plans show 10)		y		0.00%
	Furnish Duct detectors				0.00%
	Equipment Starters & Disconnects				0.00%
	Site Electric				0.00%
	grounding of pool				0.00%
	service & disconnects for pool equip				0.00%
	Temp power				0.00%
	Concrete for site light poles				0.00%
	Landscape Uplights per 5/L302.				0.00%
	Yard Lighting - Not Required				0.00%
	Alternate: Provide aluminum conductors				0.00%
					0.00%
	Amenity Sign (1 Each)				0.00%
	Concrete Foundations		y		0.00%
	Masonry		y		0.00%
	Framing and Sheathing for Roof	500	n		0.00%
	Metal Roof		y		0.00%
	Stucco		y		0.00%
	Painting	200	n		0.00%
	Signage at Amenity Sign		y		0.00%
					0.00%
	LOW VOLTAGE SYSTEMS - By Owner				0.00%
	Surveillance System		n		0.00%
	Card Reader System		n		0.00%
	Telephone		n		0.00%
					0.00%
	CONSTRUCTION SUBTOTAL	150,186		31.08	50.97%
0.00% CM CONTINGENCY		-			0.00%
	GENERAL CONDITIONS	76,500		15.94	25.96%
	TEMPORARY FACILITIES	45,000		9.38	15.27%
	SURVEYING	7,500	y	1.56	2.55%
	TESTING (by Owner)	-			0.00%
	CONSTRUCTION TOTAL	279,186		57.96	94.75%

Cornerstone Solutions Group



Isles of Bayview Amenity

SPEC SECTION	DESCRIPTION	CSG ESTIMATE	Incl	COST/ GSF	FINAL BID
0.80%	GL & EXCESS LIABILITY INSUR.	2,233		0.47	0.76% 2,233
1.10%	BUILDER'S RISK INSURANCE - By Owner			-	-
2.75%	GC Fee	7,739		1.61	2.63% 58,139
	SUBTOTAL	289,158		60.03	98.14% 2,174,515.32
1.90%	CM PMT & PERF. BOND	5,494		1.14	1.86%
	TOTAL BID	\$ 294,652		61.18	100.00% \$ 2,174,515
	DEWATERING ALLOWANCE (held by Owner)				\$ 10,000.00
	Value Engineering Alternates				
	Aluminum Feeder for Service Laterals				(3,891)
	Light Fixture VE (\$42,000 for decorative fixtures) *Target				(5,000)
	Delete Plywood Sub Ceiling in meeting rooms				TBD
	substitute standard 4x8 Belgard Paver for Artistic pavers				(9,810)
	Landscape VE (spacing increase, minor plant species changes)				(7,500)



Isles at Bayview Amenity

June 7, 2021

Bid Clarifications

1. In response to Addendum 9, it is our understanding that allowances not requested are not to be included. As such, we have removed them from our original bid proposal and provide the following clarifications:
 - a. Under drainage system at playground area is excluded as no details are provided.
2. Pricing includes 6" and 10" HDPE dual wall drainpipe for downspout drainage in lieu of 6" schedule 40 pvc.
3. Pricing is based upon disposing excess soils (from pool and/or building foundations) on site.
4. Pricing is based upon using 1x6 Tongue and Groove boards at in lieu of 12" due to availability. If 12" is available we will revert to plans.
5. Landscape lighting is excluded (quantity and location not identified on plans).
6. The following items are by Owner:
 - a. Low voltage systems are by Owner. (Coordination with Owner's vendors is included).
 - b. Parking lot lighting and associated conduit and power cabling.
 - c. TV's. (Contractor to provide backing to support TV mounting).
 - d. Builders Risk Insurance.
 - e. Impact fees.
7. Pricing for material products has been based upon current prices for the component building materials. Should the price of these materials increase after the date of this proposal and before the date of delivery, the contract sum shall be equitably adjusted by the amount which exceeds an increase over the material baseline price.
8. Payment and performance bond is excluded.

[illegible]

Exhibit A: Isles of Bayview Document list

Description	Date
LANDSCAPE	
L100 TREE MITIGATION PLAN	12/15/2020
L201 LAYOUT PLAN	12/15/2020
L202 LAYOUT PLAN	12/15/2020
L301 HARDSCAPE DESIGN PLAN	8/10/2020
L302 HARDSCAPE DESIGN PLAN	8/10/2020
L303 STRUCTURAL DESIGN PLAN	NOT INCLUDED
L401 LANDSCAPE PLAN	12/15/2020
L402 LANDSCAPE DETAILS & NOTES	12/15/2020
L501 IRRIGATION PLAN	12/15/2020
L502 IRRIGATION SCHEDULE & NOTES	12/15/2020
L503 IRRIGATION DETAILS & NOTES	12/15/2020
L504 IRRIGATION DETAILS & NOTES	12/15/2020
CIVIL	
C1.0 COVER SHEET	12/15/2020
C2.0 GENERAL NOTES	12/15/2020
C3.0 AERIAL SITE PLAN	12/15/2020
C4.0 EXISTING CONDITIONS AND DEMOLITION	12/15/2020
C5.0 SITE PLAN	1/21/2021
C6.0 PAVING, GRADING, & DRAINAGE PLAN	12/15/2020
C7.0 UTILITIES PLAN	12/15/2020
C8.0 PLAN AND PROFILE	12/15/2020
C9.0 CROSS SECTIONS	12/15/2020
C10.0 PAVING, GRADING, AND DRAINAGE DETAILS	12/15/2020
C10.1 PAVING, GRADING, AND DRAINAGE DETAILS	12/15/2020
C11.0 WATER AND SEWER DETAILS	12/15/2020
C12.0 BEST MANAGEMENT PRACTICES PLAN	12/15/2020
C12.1 BEST MANAGEMENT PRACTICES DETAILS	12/15/2020
ARCHITECTURAL	
A0.00 COVER PAGE	12/18/2020
A0.01 SITE PLAN	12/18/2020
A0.02 GENERAL CONDITIONS	12/18/2020
A0.03 GENERAL CONDITIONS	12/18/2020
A0.04 GENERAL CONDITIONS	12/18/2020
A0.05 GENERAL CONDITIONS	12/18/2020
A1.01 LIFE SAFETY PLAN	12/18/2020
A3.01 FLOOR PLAN	3/3/2021
A3.21 ROOF PLAN	3/3/2021
A3.32 ROOF DETAILS	12/18/2020
A4.01 RCP	12/18/2020
A5.01 ELEVATIONS	3/3/2021
A5.02 ELEVATIONS	3/3/2021
A6.01 BLDG SECTIONS	3/3/2021
A6.02 BLDG SECTIONS	3/9/2021
A6.03 ENLARGED WALL SECTIONS	3/4/2021

Exhibit A: Isles of Bayview Document list

A6.04 ENLARGED WALL SECTIONS	3/4/2021
A7.01 PARTITIONS	12/18/2020
A7.02 MISC. DETAILS	NOT INCLUDED
A7.03 MISC. DETAILS	3/4/2021
A8.01 DOOR & WINDOW SCHEDULES	3/4/2021
ELECTRICAL	
E0.01 ELEC NOTES	12/18/2020
E0.02 ELEC SCHED & RISERS	12/18/2020
E0.03 SITE ELECTRICAL	12/18/2020
E0.04 SITE PHOTOMETRIC	12/18/2020
E3.01 ELECTRICAL PLAN	12/18/2020
E3.02 ELECTRICAL LIGHTING PLAN	3/1/2021
MECHANICAL	
M0.00 MECH NOTES, SCHEDULES, & DETAILS	2/4/2021
M3.01 MECHANICAL PLAN	2/4/2021
PLUMBING	
P0.00 PLUMBING NOTES AND SCHEDULE	12/18/2020
P3.01 PLUMBING PLAN	3/4/2021
P3.02 PLUMBING RISERS	3/4/2021
STRUCTURAL	
S0.01 STRUCTURAL NOTES	3/4/2021
S3.00 FOUNDATION PLANS	12/18/2020
S3.01 SLAB PLAN	3/4/2021
S3.31 ROOF FRAMING PLAN	3/4/2021
S6.01 STRUCTURAL DETAILS	12/18/2020
INTERIORS	
COVER SHEET	12/23/2020
FRAMING CHANGES- NOT INCLUDED	
FURNITURE PLANS	
2.1 FURNITURE PLAN- MAIN BUILDING	12/23/2020
ELECTRICAL PLANS	
3.0 ELECTRICAL LEGENDS	12/23/2020
3.1 ELECTRICAL PLAN- MAIN BUILDING	12/23/2020
3.2 ELECTRICAL PLAN- POOL	12/23/2020
CEILING PLANS	
4.1 CEILING PLAN- MAIN BUILDING	12/23/2020
4.2 CEILING PLAN- POOL	12/23/2020
DETAILS	
5.0a TRIM PROFILES	12/23/2020
5.0b PAINT, STAIN & SMOOTH COAT LEGENDS	12/23/2020
5.0c SPECIALTY PRODUCTS-	NOT INCLUDED
5.1 REFERENCE PLAN- MAIN BUILDING	12/23/2020
5.2 DETAIL- EXTERIOR COVERED AREA CEILING	12/23/2020
5.3 DETAILS- EXTERIOR COVERED AREA, OUTDOOR BAR	12/23/2020
5.4 DETAIL- RECREATION MEETING ROOM CEILING	12/23/2020
5.5 DETAIL- RECREATION MEETING ROOM	12/23/2020

Exhibit A: Isles of Bayview Document list

TILE/FLOORING FINISHES	
6.0 FLOORING FINISHES LEGEND	12/23/2020
6.1 FLOORING FINISHES PLAN- MAIN BUILDING	12/23/2020
6.2 FLOORING FINISHES PLAN- POOL	12/23/2020
6.3 TILE DETAILS- OUTDOOR BAR, RECREATION MEETING ROOM, WOMEN'S RESTROOM, MEN'S RESTROOM	12/23/2020
6.4 TILE DETAILS- WATER FOUNTAIN, WOMEN'S POOL RESTROOM, MEN'S POOL RESTROOM	12/23/2020
PLUMBING & ACCESSORIES PAGES	
7.0a PLUMBING LEGEND	12/23/2020
7.0b ACCESSORY LEGEND	11/17/2020
CABINETRY- NOT INCLUDED	
8.0 CABINETRY, HARDWARE, & COUNTERTOP LEGEND	12/23/2020
8.1 CABINETRY REFERENCE PLAN- MAIN BUILDING	12/23/2020
8.2 CABINETRY REFERENCE PLAN- POOL	12/23/2020
8.3 CABINETRY ELEVATIONS- RECREATION MEETING ROOM, OUTDOOR BAR	12/23/2020
POOL	
1 SITE AND SPECIFICATIONS	6/10/2020
2 BEACH ENTRY POOL LAYOUT	6/10/2020
3 BEACH ENTRY POOL DETAILS	11/18/2020
4 BEACH ENTRY POOL SCHEMATIC PLUMBING	6/10/2020
5 EQUIPMENT SPECIFICAITONS	6/10/2020

Exhibit B**GENERAL CONDITIONS**

The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("BMPs") (collectively "Site Requirements").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

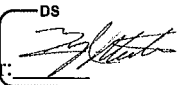
Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials

and waste remaining on the site which, if exposed, could result in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.
- F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.

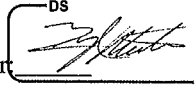
- G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.
- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.

- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.
- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**
- O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
- a. Contractor's personnel shall not remove protective devices (if applicable).
- b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as

Contractor:  DS

determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

- Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.
- R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
- S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
- T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related

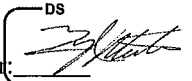
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thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.

- U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.
- W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
- X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

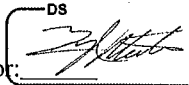
2. Job Conduct.

- A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on

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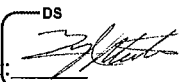
the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Owner, in its sole discretion.

- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:

Contractor:  DS

- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
- b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
- c. Contractor will assist Owner in complying with the OSHA Regulations.
- d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the possible exposure to such chemicals, and deliver a material safety data sheet to Owner.
- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

Contractor: 

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.
- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:
1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
 2. No loud radios, music, or unnecessary noise on the site.
 3. No distraction of fellow workers.
 4. No alcohol or drugs on the site.
 5. No weapons of any kind on the site.
 6. No profanity or discourteous conduct on the site.
 7. No horseplay or fighting on the site.
 8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
 9. No unauthorized vehicles or parking in any production area.
 10. No entry into an active blasting or barricaded area during active operations.
 11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

Exhibit C

SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident

and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

- 7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.
- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

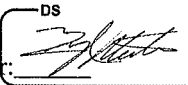
Contractor:  DS

Exhibit D

EMERGENCY ACTION PLAN

N/A

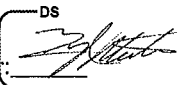
Contractor:  ^{DS}

Exhibit E

INSURANCE REQUIREMENTS

KL EAGLE POINT LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637
Phone (813) 615-1244
Fax (813) 615-1461

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement ("**Agreement**") by and between KL Eagle Point LLC ("**Owner**") and Hardscapes 2, Inc. ("**Contractor**") (all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a \$500 service credit may be applicable.

Evidence of Insurance Required:

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is \$50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (07 04) and CG2037 (07 04) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions ("**SIR**") and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

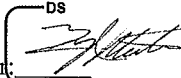
The Certificate holders must be:

(1) Kolter Group Acquisitions LLC, (2) KL Eagle Point LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG 2010 (07 04) or its equivalent) for the General Liability policy, see example attached. **BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSURED IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE.** The Additional Insured Endorsement must list your policy number and **MUST INCLUDE THE OWNER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSURED.**

GENERAL LIABILITY

The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

Contractor: 

- (a) Premises or ongoing operations;
- (b) Products and completed operations, which shall:
 - i. cover materials designed, furnished and/or modified in any way by Contractor;
 - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
 - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") cannot fulfill the requirement for CGL coverage under the Agreement.


AUTOMOBILE INSURANCE

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

(j) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Project HOA Entity (if applicable) and their Affiliates.

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).

Contractor: 

- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.
- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

UMBRELLA OR EXCESS INSURANCE

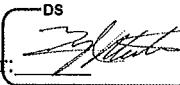
If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

PROFESSIONAL LIABILITY INSURANCE

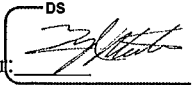
With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have \$2,000,000 each claim and a \$2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.

28.13 CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

- (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
- (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
- (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
- (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"

Contractor: 

- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG 2010 11 85 Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and GC20 37 07 04, or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG 2037, will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:
 - (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
 - (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
- (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
- (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
- (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

Contractor:  DS

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)

COMMERCIAL GENERAL LIABILITY

28.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(1) ADDITIONAL INSURED – OWNERS, LESSEES OR

CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

28.15 Kolter Group Acquisitions LLC &

28.16 KL Eagle Point LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

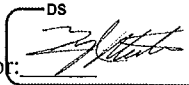
Contractor:  DS

Exhibit F
PARTIAL WAIVER AND RELEASE OF LIEN

EXHIBIT ONLY – DO NOT EXECUTE

KL Eagle Point LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$_____, paid by KL Eagle Point LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Eagle Point (aka Isles of Bayview) according to the plat thereof on file in the office of the Clerk of the Court in and for Manatee County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this _____ day of _____ 20_____.

CONTRACTOR

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me by ☐ physical presence or ☐ online notarization this _____ day of _____ 20____, by _____ as _____ of _____ a _____ Corporation, for and on behalf of the corporation. He/She is ☐ personally known to me or ☐ has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

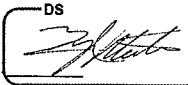
Contractor 

Exhibit G
FINAL WAIVER AND RELEASE OF LIEN

EXHIBIT ONLY – DO NOT EXECUTE

KL Eagle Point LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$_____, paid by KL Eagle Point LLC (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Eagle Point (aka Isles of Bayview) according to the plat thereof on file in the office of the Clerk of the Court in and for Manatee County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this _____ day of _____ 20____.

CONTRACTOR

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me by ☐ physical presence or ☐ online notarization this _____ day of _____ 20____ by _____ as _____ of _____ a _____ Corporation, for and on behalf of the corporation. He/She is ☐ personally known to me or ☐ has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

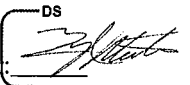
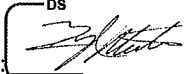
Contractor: 

Exhibit H

FDEP – CONTRACTORS CERTIFICATION STATEMENT

N/A

Contractor:  ^{DS}

FIRST ADDENDUM TO CONTRACT

This First Addendum to Contract (the "**First Addendum**") is made, entered into, and effective this 23rd day of March, 2022, by and between KL Eagle Point LLC, a Delaware limited liability company ("**Owner**"), and Hardscapes 2, Inc., a Florida corporation ("**Contractor**").

WITNESSETH

WHEREAS, Owner and Contractor entered into that certain Contract with an Effective Date of June 7, 2021 (the "**Agreement**"), pursuant to which Owner agreed to have Contractor perform Work on that certain real property located in Manatee County, Florida; and

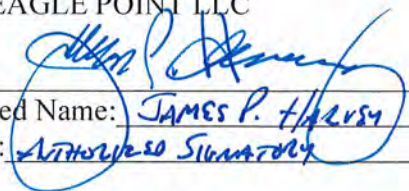
WHEREAS, Owner and Contractor wish to amend the Agreement pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The above recitals are true and correct.
2. All capitalized terms found in the Contract shall have the same meaning when used in this First Addendum. This First Addendum may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.
3. Exhibit A of the Agreement is hereby amended by adding the attached Exhibit A which shall become a part of and in addition to the Contract Exhibit A.

IN WITNESS WHEREOF, the Owner and Contractor have executed this First Addendum to Contract as of the date first written above.

KL EAGLE POINT LLC

By: 
Printed Name: JAMES P. HARSY
Title: Authorized Signatory

HARDSCAPES 2, INC.

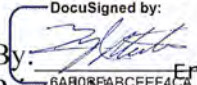
DocuSigned by:
By: 
Printed Name: Eric Meister
Title: Owner

EXHIBIT "A"



Hardscapes 2, Inc.
14620 Bellamy Brothers Blvd
Dade City, Florida 33525
Phone: (866) 617-2235
Fax: (866) 929-6998

PCCO #002

Project: KLP3457 - KPL3457 - Isles of Bayview
11450 Moonsail Drive
Parrish, Florida

Extension of electrical service

TO:	KL Eagle Point LLC 14025 Riveredge Dr., Suite 175 Tampa, Florida 33637	FROM:	Cornerstone 14620 bellamy brothers blvd. dade city, Florida 33525
DATE CREATED:	3/01/2022	REVISION:	0
SCHEDULE IMPACT:			
REVISED SUBSTANTIAL COMPLETION DATE:			
CONTRACT FOR:	1:Standard Project Template Prime Contract	TOTAL AMOUNT:	\$25,582.00
DESCRIPTION: Provide all labor, materials, and equipment to relocate 600amp main electrical distribution to the amenity building with (150') of sub-feeders for panels.			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
002	CE 08 - Extension of elect		\$25,582.00
Total:			\$25,582.00

CHANGE ORDER LINE ITEMS:

PCO # 002: CE 08 - Extension of elect

#	Budget Code	Description	Amount
1	16-16050.O Basic Electrical Materials and Methods.Other	Service Work	\$22,245.00
2	01-99999.O Profit, Fee & Mark up.Other		\$3,337.00
Grand Total:			\$25,582.00

The original (Contract Sum)	\$2,174,515.00
Net change by previously authorized Change Orders	\$50,046.00
The contract sum prior to this Change Order was	\$2,224,561.00
The contract sum would be changed by this Change Order in the amount of	\$25,582.00
The new contract sum including this Change Order will be	\$2,250,143.00

KL Eagle Point LLC
14025 Riveredge Dr., Suite 175
Tampa, Florida 33637

Cornerstone
14620 bellamy brothers blvd.
dade city, Florida 33525

SIGNATURE

DATE

SIGNATURE

DATE

DocuSigned by:

3/25/2022

DATE



PCO #006

Hardscapes 2, Inc.
14620 Bellamy Brothers Blvd
Dade City, Florida 33525
Phone: (866) 617-2235
Fax: (866) 929-6998

Project: KLP3457 - Isles of Bayview - KPL3457
11450 Moonsail Drive
Parrish, Florida

Playground and Pool Deck Drainage

TO:	KL Eagle Point LLC 14025 Riveredge Dr., Suite 175 Tampa, Florida 33637	FROM:	Cornerstone 14620 bellamy brothers blvd. dade city, Florida 33525
PCO NUMBER/REVISION:	006 / 0	CONTRACT:	1 - Standard Project Template Prime Contract
REFERENCE:		CREATED DATE:	7/25/2022
SCHEDULE IMPACT:			
		TOTAL AMOUNT:	\$15,400.00

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #015 - Playground and Pool Deck Drainage

Provide labor, materials, and equipment to furnish and install all drainage as require for pool deck and playground not shown on plans.

ATTACHMENTS:

Description	Amount
Playground and Pool Deck Drainage	\$14,000.00
	\$1,400.00
Grand Total:	\$15,400.00

KL Eagle Point LLC
14025 Riveredge Dr., Suite 175
Tampa, Florida 33637

Cornerstone
14620 bellamy brothers blvd.
dade city, Florida 33525

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



PCO #009

Hardscapes 2, Inc.
14620 Bellamy Brothers Blvd
Dade City, Florida 33525
Phone: (866) 617-2235
Fax: (866) 929-6998

Project: KLP3457 - Isles of Bayview - KLP3457
11450 Moonsail Drive
Parrish, Florida

CE #016 - TV's and Low Voltage

TO:	KL Eagle Point LLC 14025 Riveredge Dr., Suite 175 Tampa, Florida 33637	FROM:	Cornerstone 14620 bellamy brothers blvd. dade city, Florida 33525
PCO NUMBER/REVISION:	009 / 0	CONTRACT:	1 - Standard Project Template Prime Contract
REFERENCE:		CREATED DATE:	9/2/2022
SCHEDULE IMPACT:			
		TOTAL AMOUNT:	\$19,029.00

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #016 - TV's and Low Voltage Wiring

Provide labor, materials, and equipment for television and low voltage wiring.

- (5) Coax cable locations
- (8) CAT6 locations
- (2) Coax and (2) CAT6 to demark

- Provide labor and materials for four televisions as specified by Owner, Recreation Room: 75" Samsung TV with sound bar, Middle "room" of screened area 65" Samsung TV, Western screened area two 48" Samsun TVs with motion mounts.

ATTACHMENTS:

Description	Amount
TV's and Low Voltage Wiring	\$7,900.00
Televisions	\$7,809.00
Drywall Repairs	\$328.00
Stucco Repairs	\$510.00
	\$2,482.00
Grand Total:	\$19,029.00

KL Eagle Point LLC
14025 Riveredge Dr., Suite 175
Tampa, Florida 33637

Roger
Aman

Roger Aman
Senior Land
Development Manager
9/9/22

Cornerstone
14620 bellamy brothers blvd.
dade city, Florida 33525


SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF 1 PAGES 2

TO : KL Eagle Point, LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

PROJECT: The Isles at Bayview

APPLICATION NO: 19

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ ENGINEER

PERIOD TO: 2/01/2023 - 2/28/2023

FROM CONTRACTOR:

Hardscapes 2, Inc. dba Cornerstone Solutions Group
14620 Bellamy Brothers
Dade City, FL 33525

PROJECT NOS: KLP3457

CONTRACT FOR:

CONTRACT DATE: June 7, 2021

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,174,515.00
2. Net change by Change Orders	\$	118,642.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,293,157.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	2,293,157.00
5. RETAINAGE:		
a. 10% % of Completed Work (Column D + E on G703)	\$	
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	2,293,157.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	2,143,275.09
8. CURRENT PAYMENT DUE		149,881.91
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$50,046.00	
TOTALS	\$50,046.00	\$0.00
NET CHANGES by Change Order	\$50,046.00	

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

CONTRACTOR: Hardscapes 2, Inc. DBA Cornerstone Solutions Group

By: [Signature] Date: 3/31/2023

State of: Florida County of: Pasco
Subscribed and sworn to before me this 31st day of March 23'
Notary Public: Felicity Thompson
My Commission expires: 01/05/2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: _____

Architect:

By: _____ Date: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: _____

Engineer

By: _____ Date: _____



Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 18
APPLICATION DATE: 2/28/2022
PERIOD: 1/01/2023 - 1/31/2023

Contract Lines												
A	B	C	C	D	E	F	G		H	I	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	Arch / Eng	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	Notes
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1A	01-01100.O Supervision & General Conditions.Other	Supervision - 1A	Arch	\$28,175.00	\$28,175.00	\$-	\$ -	\$28,175.00	100.00%	\$0.00	\$1,775.03	
1B	01-01100.O Supervision & General Conditions.Other	Supervision - 1B	Eng	\$29,325.00	\$29,325.00	\$-	\$ -	\$29,325.00	100.00%	\$0.00	\$1,847.48	
2	01-01510S.O Temporary Facilities and Controls.Other	Temporary Facilities - storage, toilets, etc	Eng	\$30,000.00	\$30,000.00	\$-	\$ -	\$30,000.00	100.00%	\$0.00	\$1,890.00	
3	02-02210S.O Surveying.Other	Survey	Eng	\$5,000.00	\$5,000.00	\$ -	\$ -	\$5,000.00	100.00%	\$0.00	\$350.00	
4	02-02300S.O Earthwork & Site Utilities.Other	Earthwork	Eng	\$69,539.00	\$69,539.00	\$ -	\$ -	\$69,539.00	100.00%	\$0.00	\$3,476.95	
5	02-02310S.O Storm.Other	Storm	Eng	\$90,045.00	\$90,045.00	\$ -	\$ -	\$90,045.00	100.00%	\$0.00	\$4,052.03	
6	02-02400.O Sewer.Other	Sewer	Eng	\$17,738.00	\$17,738.00	\$ -	\$ -	\$17,738.00	100.00%	\$0.00	\$886.90	
7	02-02200S.O Water.Other	Water	Eng	\$25,533.00	\$25,533.00	\$ -	\$ -	\$25,533.00	100.00%	\$0.00	\$1,388.21	
8	02-02700.O Pavement, Curbs and Striping.Other	Paving	Eng	\$90,724.00	\$90,724.00	\$ -	\$ -	\$90,724.00	100.00%	\$0.00	\$4,763.01	
9	02-02800S.O Sidewalks and Misc Site Concrete.Other	Sidewalks & Site Concrete	Eng	\$41,982.00	\$41,982.00	\$ -	\$ -	\$41,982.00	100.00%	\$0.00	\$4,198.20	
10	02-02805.O Pavers.Other	Pavers	Eng	\$82,859.00	\$82,859.00	\$ -	\$ -	\$82,859.00	100.00%	\$0.00	\$6,214.43	
11	02-02810.O Playground Equipment.Other	Playground	Eng	\$73,042.00	\$73,042.00	\$ -	\$ -	\$73,042.00	100.00%	\$0.00	\$3,688.62	
12	02-02815.O Site Furnishings.Other	Site Furnishings	Eng	\$12,632.00	\$12,632.00	\$-	\$ -	\$12,632.00	100.00%	\$0.00	\$694.76	
13	02-02831.O Fences and Gates.Other	Fence & Gates	Eng	\$35,892.00	\$35,892.00	\$ -	\$ -	\$35,892.00	100.00%	\$0.00	\$3,589.20	
14	02-02900.O Planting.Other	Landscape	Eng	\$122,968.00	\$122,968.00	\$ -	\$ -	\$122,968.00	100.00%	\$0.00	\$12,296.80	
15	02-02910.O Irrigation.Other	Irrigation	Eng	\$54,695.00	\$54,695.00	\$ -	\$ -	\$54,695.00	100.00%	\$0.00	\$5,469.50	
16	03-03300S.O Cast-In-Place Concrete.Other	Cast-In-Place Concrete - Monument Sign	Eng	\$2,000.00	\$ 2,000.00		\$ -	\$ 2,000.00	100.00%	\$0.00	\$0.00	
17	03-03300S.O Cast-In-Place Concrete.Other	Cast-In-Place Concrete - Non site	Arch	\$69,579.00	\$69,579.00	\$ -	\$ -	\$69,579.00	100.00%	\$0.00	\$3,478.95	
18	04-04800.O	Masonry Assemblies - Monument Sign	Eng	\$1,500.00	\$ 1,500.00		\$ -	\$ 1,500.00	100.00%	\$0.00	\$0.00	
19	04-04800.O Masonry Assemblies.Other	Masonry Assemblies - Non site	Arch	\$88,641.00	\$88,641.00	\$ -	\$ -	\$88,641.00	100.00%	\$0.00	\$4,432.05	

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. Use Column I on Contracts where variable retainage for line items apply.							APPLICATION NUMBER: 18 APPLICATION DATE: 2/28/2022 PERIOD: 1/01/2023 - 1/31/2023					
Contract Lines												
A	B	C	C	D	E	F	G		H	I	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	Arch / Eng	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	Notes
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
20	05-05500S.O Metal Fabrications,Other	Misc Metals	Arch	\$1,000.00	\$ 1,000.00	\$-	\$ -	\$1,000.00	100.00%	\$0.00	\$0.00	

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Contractor's signed Certification is attached.
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APPLICATION NUMBER: 18
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Contract Lines												
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					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
21	06-06100M.O Rough Carpentry - Material.Other	Rough Carpentry - Monument Sign	Eng	\$500.00	\$ 500.00		\$ -	\$ 500.00	100.00%	\$0.00	\$0.00	
22	06-06100M.O Rough Carpentry - Material.Other	Rough Carpentry	Arch	\$95,065.00	\$95,065.00	\$ -	\$ -	\$95,065.00	100.00%	\$0.00	\$3,850.35	
23	06-06200M.O Finish Carpentry.Other	Finish Carpentry	Arch	\$14,395.00	\$14,395.00	\$ -	\$ -	\$14,395.00	100.00%	\$0.00	\$1,439.50	
24	06-06400.O Architectural Woodwork.Other	Architectural Woodwork	Arch	\$14,550.00	\$14,550.00	\$-	\$ -	\$14,550.00	100.00%	\$0.00	\$1,184.00	
25	06-06401.O Cabinets & Countertops.Other	Cabinets & Countertops	Arch	\$23,347.00	\$23,347.00	\$-	\$ -	\$23,347.00	100.00%	\$0.00	\$1,751.03	
26	06-06192.O Wood Trusses.Other	Wood Trusses	Arch	\$16,775.00	\$16,775.00	\$ -	\$ -	\$16,775.00	100.00%	\$0.00	\$838.75	
27	07-0 THERMAL AND MOISTURE PROTECTION.Other	Thermal Protection	Arch	\$12,281.00	\$12,281.00	\$ -	\$ -	\$12,281.00	100.00%	\$0.00	\$1,043.89	
28	07-07400.O Metal Roofing and Flashings.Other	Metal Roofing and Flashings - Monument Sign	Eng	\$400.00	\$ 400.00		\$ -	\$400.00	100.00%	\$0.00	\$0.00	
29	07-07400.O Metal Roofing and Flashings.Other	Metal Roofing and Flashings	Arch	\$68,400.00	\$68,400.00	\$-	\$ -	\$68,400.00	100.00%	\$0.00	\$4,446.00	
30	07-07900.O Joint Sealers.Other	Joint Sealers	Arch	\$500.00	\$500.00	\$ -	\$ -	\$500.00	100.00%	\$0.00	\$50.00	
31	07-07410.O Gutters and Downspouts.Other	Gutters and Downspouts	Arch	\$1,688.00	\$ 1,688.00	\$-	\$ -	\$1,688.00	100.00%	\$0.00	\$0.00	
32	08-08050.O Doors, Frames & Finish Hdw.Other	Doors, Frames & Finish Hdw	Arch	\$8,479.00	\$8,479.00	\$-	\$ -	\$8,479.00	100.00%	\$0.00	\$404.37	
33	08-08300.O Specialty Doors.Other	Framed Screens and Doors	Arch	\$7,300.00	\$ 7,300.00	\$-	\$ -	\$7,300.00	100.00%	\$0.00	\$0.00	
34	08-08400.O Entrances and Storefronts.Other	Entrances and Storefronts	Arch	\$60,278.00	\$60,278.00	\$ -	\$ -	\$60,278.00	100.00%	\$0.00	\$2,109.73	
35	09-09200M.O Plaster/Gypsum Board.Other	Gypsum Board Assemblies	Kolter	\$28,303.00	\$28,303.00	\$ -	\$ -	\$28,303.00	100.00%	\$0.00	\$2,405.76	
36	09-09300.O	Tile	Kolter	\$48,066.00	\$48,066.00	\$-	\$ -	\$48,066.00	100.00%	\$0.00	\$4,566.27	
37	09-09500S.O Flooring.Other	Flooring	Arch	\$5,928.00	\$5,928.00	\$-	\$ -	\$5,928.00	100.00%	\$0.00	\$118.52	
38	09-09700S.O Stucco.Other	Stucco - Monument Sign	Eng	\$608.00	\$ 608.00	\$-	\$ -	\$608.00	100.00%	\$0.00	\$0.00	
39	09-09700S.O Stucco.Other	Stucco	Arch	\$72,440.00	\$72,440.00	\$ -	\$ -	\$72,440.00	100.00%	\$0.00	\$7,244.00	

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PERIOD: 1/01/2023 - 1/31/2023

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ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	Arch / Eng	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	Notes
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
40	09-09800.O Acoustical Cigs.Other	Acoustical Ceiling	Arch	\$3,381.00	\$3,381.00	\$ -	\$ -	\$3,381.00	100.00%	\$0.00	\$338.10	
41	09-09900.O Paints and Coatings.Other	Paint - Monument Sign	Eng	\$200.00	\$ 200.00	\$-	\$ -	\$200.00	100.00%	\$0.00	\$0.00	
42	09-09900.O Paints and Coatings.Other	Paint	Arch	\$34,635.00	\$34,635.00	\$-	\$ -	\$34,635.00	100.00%	\$0.00	\$2,770.80	
43	10-10800.O Toilet, Bath and Laundry Specialties.Other	Toilet Partitions	Arch	\$5,600.00	\$5,600.00	\$-	\$ -	\$5,600.00	100.00%	\$0.00	\$504.00	
44	10-10340.O Manufactured Awnings.Other	Manufactured Awnings	Arch	\$8,555.00	\$8,555.00	\$-	\$ -	\$8,555.00	100.00%	\$0.00	\$684.40	
45	10-10400.O Signage.Other	Lettering at Entry Monument	Eng	\$1,207.00	\$ 1,207.00	\$-	\$ -	\$1,207.00	100.00%	\$0.00	\$0.00	
46	10-10520.O Fire Extinguishers.Other	Fire Extinguishers	Arch	\$500.00	\$ 500.00	\$-	\$ -	\$500.00	100.00%	\$0.00	\$0.00	
47	10-10550.O Postal Specialties.Other	Postal Specialties	Arch	\$39,681.00	\$39,681.00	\$ -	\$ -	\$39,681.00	100.00%	\$0.00	\$1,984.05	
48	10-10800.O Toilet, Bath and Laundry Specialties.Other	Toilet, Bath and Laundry Specialties	Arch	\$5,000.00	\$ 5,000.00	\$-	\$ -	\$5,000.00	100.00%	\$0.00	\$0.00	
49	10-10810.O Mirrors (unframed).Other	Mirrors (unframed)	Arch	\$650.00	\$ 650.00	\$-	\$ -	\$650.00	100.00%	\$0.00	\$0.00	
50	13-13150.O Swimming Pools.Other	Swimming Pool	Kolter	\$285,700.00	\$285,700.00	\$-	\$ -	\$285,700.00	100.00%	\$0.00	\$13,427.25	
51	15-15400.O Plumbing Fixtures and Equipment.Other	Plumbing Fixtures and Equipment	Arch	\$50,932.00	\$50,932.00	\$-	\$ -	\$50,932.00	100.00%	\$0.00	\$2,705.41	
52	15-15700.O Heating, Ventilating, A/C Equipment.Other	Heating, Ventilating, A/C Equipment	Arch	\$39,800.00	\$39,800.00	\$-	\$ -	\$39,800.00	100.00%	\$0.00	\$2,686.50	
53	16-16050.O Basic Electrical Materials and Methods.Other	Basic Electrical Materials and Methods	Arch	\$182,835.00	\$182,835.00	\$-	\$ -	\$182,835.00	100.00%	\$0.00	\$12,732.35	
54	16-16500.O Ceiling Fans - Material only.Other	Ceiling Fans - Material only	Arch	\$3,247.00	\$ 3,247.00	\$-	\$ -	\$3,247.00	100.00%	\$0.00	\$0.00	
55	01-01150.O Builder's Risk Insurance.Other	Insurance	Arch	\$2,253.00	\$2,253.00	\$ -	\$ -	\$2,253.00	100.00%	\$0.00	\$112.65	
56	PCCO #001	Owner Change Order #1 Credit for mailboxes	Arch	\$(39,681.00)	\$(39,681.00)	\$ -	\$ -	\$(39,681.00)	100.00%	\$0.00	-\$1,984.05	
57	PCCO #001	Owner Change Order #1 Strip ditch, tree removal & clearing, increased pool cost	Eng	\$24,489.00	\$24,489.00	\$ -	\$ -	\$24,489.00	100.00%	\$0.00	\$1,224.45	
58	PCCO #001	Owner Change Order #1 Pool Escalation Cost	Eng	\$65,238.00	\$65,238.00	\$-	\$ -	\$65,238.00	100.00%	\$0.00	\$1,467.86	

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APPLICATION NUMBER: 18
APPLICATION DATE: 2/28/2022
PERIOD: 1/01/2023 - 1/31/2023

Contract Lines												
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ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	Arch / Eng	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	Notes
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
59	PCCO #002	Owner Change Order #2 Electrical Service	Kolter	\$25,582.00	\$25,582.00	\$ -	\$ -	\$25,582.00	100.00%	\$0.00	\$1,006.79	
60	PCCO #003	Owner Change Order #3 Upgrade Canopy Color	Arch	\$719.00	\$719.00	\$ -	\$ -	\$719.00	100.00%	\$0.00	\$71.60	
61	PCCO #004	Owner Change Order #4 Stucco Escalation	Kolter	\$7,866.00	\$7,866.00	\$ -	\$ -	\$7,866.00	100.00%	\$0.00	\$786.60	
62	PCCO #005	Owner Change Order #5 Pool & Playground Drainage	Kolter	\$15,400.00	\$15,400.00	\$ -	\$ -	\$15,400.00	100.00%	\$0.00	\$1,540.00	
63	PCCO #006	Owner Change Order #6 TVs & Low Voltage	Kolter	\$19,029.00	\$19,029.00		\$ -	\$19,029.00	100.00%	\$0.00	\$1,522.32	
64	01-99999.0	Overhead & Fee 56A	Arch	\$28,502.81	\$28,502.81		\$ -	\$28,502.81	95.00%	\$0.00	\$1,931.06	
65	01-99999.0	Overhead & Fee 56B	Eng	\$29,666.19	\$29,666.19		\$ -	\$29,666.19	95.00%	\$0.00	\$1,971.78	
		Arch Subtotal	Arch	\$977,805.81	\$977,805.81	\$-	\$ -	\$977,805.81	100.00%	\$0.00	\$67,448.76	
		Eng Subtotal	Eng	\$907,782.19	\$907,782.19	\$-	\$ -	\$907,782.19	100.00%	\$0.00	\$59,542.08	
		Kolter Subtotal	Kolter	\$407,569.00	\$407,569.00	\$-	\$ -	\$407,569.00	100.00%	\$0.00	\$14,895.11	
GRAND TOTALS:				\$2,293,157.00	\$2,293,157.00	\$ -	\$ -	\$2,293,157.00		\$0.00	\$143,408.50	

May 24, 2023

Eagle Pointe Community Development District
c/o District Manager
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Re: Letter Agreement for Acquisition of Amenity Center Improvements

Dear District Manager,

Pursuant to that certain *Acquisition and Advanced Funding Agreement (2020 Project)*, dated July 29, 2020 ("**Acquisition Agreement**"), by and between the Eagle Pointe Community Development District ("**District**") and KL Eagle Point LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, including but not limited to Section 7, the Developer owes the District for a contribution of \$186,755 and in order to buy down the District's debt service assessments, and further owes the District \$397,278.27 for monies paid by the District for private improvements (together, "**Contributions**"). In consideration for the Sale of the Improvements in the amount of \$629,265.57¹, the District shall recognize a satisfaction of the Contributions and shall further recognize an obligation to pay the Developer for the remaining amount of the Sale – i.e., \$45,232.30, subject to the availability of bond proceeds, and pursuant to the terms of the Acquisition Agreement.

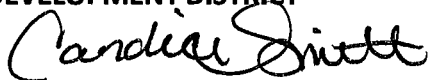
If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

**EAGLE POINTE COMMUNITY
DEVELOPMENT DISTRICT**

KL EAGLE POINT LLC



Name: Candice Smith

Name: James P. Harvey

Title: Chairman

Title: Authorized Signatory

¹ Pursuant to that certain *Cost Share Agreement*, between the District, the Developer and Pulte Home Company, LLC, dated September 3, 2020, and recorded in the Public Records of Manatee County, Florida at Instrument Number 202041104858, and as amended from time to time, 29.36% - or \$629,265.57 – of the cost of the Amenity Center Improvements are included within the District's 2020 Project and may be counted as a contribution to offset amounts owed to the District.

EXHIBIT A
Description of Amenity Center Improvements

All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, specialties, pools, mechanical, and electrical improvements as described in that certain *Contractor Agreement*, between Hardscapes 2, Inc., and KL Eagle Point LLC, dated June 7, 2021, as amended, and located on Tract F, Isles at Bayview Phase I, Subphases A & B, as recorded in Plat Book 70, Pages 102 – 121, of the Official Records of Manatee County, Florida.

<u>Total Amount</u>	<u>Amount Paid To Date</u>	<u>Outstanding Balance</u>
\$2,293,157.00	\$2,143,275.09 ¹	\$149,881.91

¹ Pursuant to that certain *Cost Share Agreement*, between the District, the Developer and Pulte Home Company, LLC, dated September 3, 2020, and recorded in the Public Records of Manatee County, Florida at Instrument Number 202041104858, and as amended from time to time, 29.36% - or \$629,265.57 – of the cost of the Amenity Center Improvements are included within the District's 2020 Project and may be counted as a contribution to offset amounts owed to the District.

**CORPORATE DECLARATION AND AGREEMENT
[AMENITY CENTER IMPROVEMENTS]**

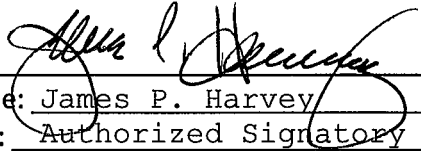
I, James P. Harvey, as Authorized Signatory of KL Eagle Point LLC, a Delaware limited liability company ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is James P. Harvey, and I am Authorized Signatory of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Eagle Pointe Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Engineer's Report for Eagle Pointe*, dated January 2007, as supplemented by the *First Supplemental Engineer's Report for the Eagle Pointe Community Development District (2020 Project)*, dated February 14, 2020 (together, "**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product. Developer hereby represents that no amounts are owed to contractors and no liens are on the property and related to the installation and/or creation of the improvements and work product.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 24th day of May, 2023.

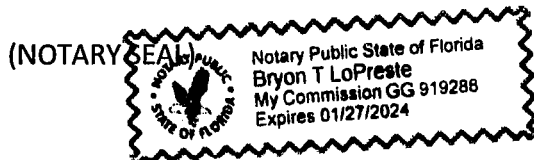
KL EAGLE POINT LLC


Name: James P. Harvey
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24th day of May, 2023, by James P. Harvey as Authorized Signatory of KL Eagle Point LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA



Name: Bryon T. LoPreste
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A – Description of Amenity Center Improvements

EXHIBIT A
Description of Amenity Center Improvements

All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, specialties, pools, mechanical, and electrical improvements as described in that certain *Contractor Agreement*, between Hardscapes 2, Inc., and KL Eagle Point LLC, dated June 7, 2021, as amended, and located on Tract F, Isles at Bayview Phase I, Subphases A & B, as recorded in Plat Book 70, Pages 102 – 121, of the Official Records of Manatee County, Florida.

<u>Total Amount</u>	<u>Amount Paid To Date</u>	<u>Outstanding Balance</u>
\$2,293,157.00	\$2,143,275.09 ¹	\$149,881.91

¹ Pursuant to that certain *Cost Share Agreement*, between the District, the Developer and Pulte Home Company, LLC, dated September 3, 2020, and recorded in the Public Records of Manatee County, Florida at Instrument Number 202041104858, and as amended from time to time, 29.36% - or \$629,265.57 – of the cost of the Amenity Center Improvements are included within the District's 2020 Project and may be counted as a contribution to offset amounts owed to the District.

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[AMENITY CENTER IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 2nd day of June, 2023, by **Hardscapes 2, Inc.**, having a mailing address of 14620 Bellamy Brothers Boulevard, Dade City, Florida 33525 ("**Contractor**"), in favor of the **Eagle Pointe Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

RECITALS

WHEREAS, pursuant to that certain *Contractor Agreement*, dated June 7, 2021 and between Contractor and KL Eagle Point LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers

or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

HARDSCAPES 2, INC.

By: [Signature]
Its: Eric Meister
President

STATE OF FL
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2 day of June, 2023, by Eric Meister as President of Hardscapes 2, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: [Signature]
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

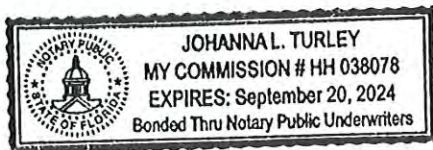


EXHIBIT A
Description of Amenity Center Improvements

All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, specialties, pools, mechanical, and electrical improvements as described in that certain *Contractor Agreement*, between Hardscapes 2, Inc., and KL Eagle Point LLC, dated June 7, 2021, as amended, and located on Tract F, Isles at Bayview Phase I, Subphases A & B, as recorded in Plat Book 70, Pages 102 – 121, of the Official Records of Manatee County, Florida.

<u>Total Amount</u>	<u>Amount Paid To Date</u>	<u>Outstanding Balance</u>
\$2,293,157.00	\$2,143,275.09 ¹	\$149,881.91

¹ Pursuant to that certain *Cost Shore Agreement*, between the District, the Developer and Pulte Home Company, LLC, dated September 3, 2020, and recorded in the Public Records of Manatee County, Florida at Instrument Number 202041104858, and as amended from time to time, 29.36% - or \$629,265.57 – of the cost of the Amenity Center Improvements are included within the District's 2020 Project and may be counted as a contribution to offset amounts owed to the District.

**DISTRICT ENGINEER'S CERTIFICATE
[AMENITY CENTER IMPROVEMENTS]**

May 31, 2023

Board of Supervisors
Eagle Pointe Community Development District

Re: Acquisition of Amenity Center Improvements


Ladies and Gentlemen:

The undersigned is a representative of LevelUp Consulting, LLC ("**District Engineer**"), as District Engineer for the Eagle Pointe Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from KL Eagle Point LLC ("**Developer**") as to certain public "**Improvements**" as further detailed in **Exhibit**

A. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report for Eagle Pointe*, dated January 2007, as supplemented by the *First Supplemental Engineer's Report for the Eagle Pointe Community Development District (2020 Project)*, dated February 14, 2020 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.

LEVELUP CONSULTING, LLC



Trent Stephenson, P.E.

Florida Registration No. 59574

District Engineer

EXHIBIT A
Description of Amenity Center Improvements

All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, specialties, pools, mechanical, and electrical improvements as described in that certain *Contractor Agreement*, between Hardscapes 2, Inc., and KL Eagle Point LLC, dated June 7, 2021, as amended, and located on Tract F, Isles at Bayview Phase I, Subphases A & B, as recorded in Plat Book 70, Pages 102 – 121, of the Official Records of Manatee County, Florida.

<u>Total Amount</u>	<u>Amount Paid To Date</u>	<u>Outstanding Balance</u>
\$2,293,157.00	\$2,143,275.09 ¹	\$149,881.91

¹ Pursuant to that certain *Cost Share Agreement*, between the District, the Developer and Pulte Home Company, LLC, dated September 3, 2020, and recorded in the Public Records of Manatee County, Florida at Instrument Number 202041104858, and as amended from time to time, 29.36% - or \$629,265.57 – of the cost of the Amenity Center Improvements are included within the District's 2020 Project and may be counted as a contribution to offset amounts owed to the District.

BILL OF SALE AND LIMITED ASSIGNMENT
[AMENITY CENTER IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 24 day of May, 2023, by and between **KL EAGLE POINT LLC**, a Delaware limited liability company, with an address of 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Grantor**"), and for good and valuable consideration, to it paid by the **EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

(Wherever used herein, the terms "**Grantor**" and "**Grantee**" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the property (together, "**Property**") described in **Exhibit A** and below to have and to hold for Grantee's own use and benefit forever:

- a) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.


WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

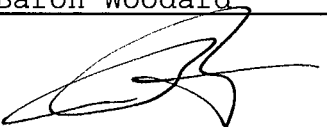
Signed, sealed and delivered by:

WITNESSES

KL EAGLE POINT LLC

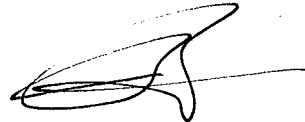
By: 
Name: Baron Woodard


Name: James P. Harvey
Title: Authorized Signatory

By: 
Name: Bryon T. LoPreste

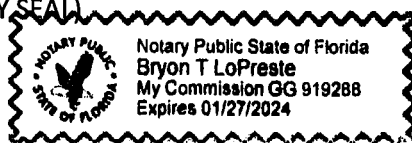
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24th day of May, 2023, by James P. Harvey as Authorized Signatory of KL Eagle Point LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A
Description of Amenity Center Improvements

All site work (including but not limited to earthwork, storm drainage, sanitary sewer, water and paving/curbing), concrete, masonry, structural steel/metal fabrications, carpentry, moisture protection, doors and windows, finishes, specialties, pools, mechanical, and electrical improvements as described in that certain *Contractor Agreement*, between Hardscapes 2, Inc., and KL Eagle Point LLC, dated June 7, 2021, as amended, and located on Tract F, Isles at Bayview Phase I, Subphases A & B, as recorded in Plat Book 70, Pages 102 – 121, of the Official Records of Manatee County, Florida.

<u>Total Amount</u>	<u>Amount Paid To Date</u>	<u>Outstanding Balance</u>
\$2,293,157.00	\$2,143,275.09 ¹	\$149,881.91

¹ Pursuant to that certain *Cost Share Agreement*, between the District, the Developer and Pulte Home Company, LLC, dated September 3, 2020, and recorded in the Public Records of Manatee County, Florida at Instrument Number 202041104858, and as amended from time to time, 29.36% - or \$629,265.57 – of the cost of the Amenity Center Improvements are included within the District's 2020 Project and may be counted as a contribution to offset amounts owed to the District.

This instrument was prepared by:

(This space reserved for Clerk)

Kutak Rock LLP
107 W College Ave
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED
WITH RESERVATION OF EASEMENTS

THIS SPECIAL WARRANTY DEED is made to be effective as of the 24th day of May, 2023, by and between **KL EAGLE POINT LLC**, a Delaware limited liability company, with a mailing address of 10425 Riveredge Drive 175, Tampa, Florida 33637 ("**Grantor**"), and **EAGLE POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is c/o Rizzetta & Company Inc, 3434 Colwell Ave #200, Tampa, Florida 33614 ("**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grant, bargain, sell, and convey to Grantee forever, all of the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Manatee, State of Florida, and more particularly below:

Tract F, Isles at Bayview Phase I, Subphases A & B, as recorded in Plat Book 70, Pages 102 – 121, of the Official Records of Manatee County, Florida.

Together with all rights, easements, structures, improvements, fixtures and appurtenances affixed thereto (collectively, the "**Property**").

The conveyance of the Property is subject to all liens, encumbrances, easements, covenants and other matters appearing of record, provided however that this reference shall not operate to re-impose the same.

Grantor will warrant and defend the title to the said Property unto Grantee and unto Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under Grantor subject to the matters set forth herein.

RESERVATION OF EASEMENT

Grantor hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for (i) ingress and egress over, upon and across the Property, (ii) together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, and related improvements, and (iii) the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall be exercised in a manner consistent with the District's capital improvement plan and the District's obligations under any applicable trust indenture relating to any bonds issued by the District to finance the improvements on the Property, and shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]


IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


KL EAGLE POINT LLC



Print Name: Baron Woodard

By: 

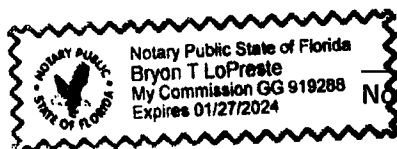
Name: James P. Harvey
Title: Authorized Signatory

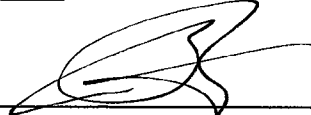


Print Name: Bryon T. LoPreste

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of May, 2023, by James P. Harvey as Auth. Signatory of KL Eagle Point LLC, on its behalf. Who ☒ is personally known to me or ☐ produced _____ as identification.





Notary Public, State of Florida

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

Tab 15

AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: July 17, 2023

This Agreement is made effective by and between:

“Client”

Name: Eagle Pointe CDD
Address: c/o Rizzetta & Company
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
Phone: 813-553-2950
Representative: Mr. Taylor Nielsen
Email: tnielsen@rizzetta.com

“Eco-Logic Services”

Name: Eco-Logic Services LLC
Address: PO Box 18204
Sarasota, FL 34276
Phone: (941) 302-1206
Representative: Peter Nabor
Email: Pete@Eco-Logic-Services.com

Project: Isles at Bayview

Project Location: Manatee County, FL

Fee Type: Unit price per attached Scope of Services

Retainer: No

Scope of Services: Attached

Special Conditions:

- This document is a proprietary product produced by Eco-Logic Services and represents a considerable investment of resources with no compensation. Any reproduction, transmittal, or reuse of this document, or any portion thereof, by any third party without the express written consent of Eco-Logic Services is prohibited under penalty of legal action.
- All rates and fees shall be subject to renegotiation if this Agreement is not signed and returned within thirty days of date above.
- This Agreement with the attached Scope of Services and Terms and Conditions constitute the complete agreement between Eco-Logic Services and Client with respect to the scope of services hereunder.

Eco-Logic Services LLC

By: 

Print Name: Peter Nabor

Title: Principal / Senior Project Scientist

Date: July 17, 2023

Eagle Pointe CDD

By: _____

Print Name: _____

Title: _____

Date: _____

ISLES AT BAYVIEW

1.0 Aquatic Pest Management

Eco-Logic Services will provide and dispense a midge control product into Lake 19 at the Isles at Bayview site. When used according to label instructions, the product is not harmful to the environment, people, or pets. The applications target the midge larvae that develop in the lake (not the adult midges). The lakes will be treated on a monthly basis during the “midge season” (approximately February-May and again in August-November). Treatments will concentrate on the perimeter of the lake out approximately 20 feet from shore. Results should be evident within 7-14 days with a 50-75% reduction in the adult midge population. If additional treatments are requested by the Client (either beyond the treatment months or additional treatments to combat a population boom between scheduled treatments), the treatment will be performed at the same per event fee.

2.0 Fish Stocking

Eco-Logic Services will stock bluegill (*Lepomis macrochirus*) and catfish (*Ictalurus punctatus*) according to the table below into Lake 19 to help control midge larvae. Fish will be approximately 1.0 to 1.5” in size and will be stocked at a rate of 500 per acre for bluegill and 250 per acre for catfish (as recommended by the University of Florida for assisting with midge control). A healthy population of these fish should assist in controlling midges.

Lake	Fish	Rate	Quantity
19	Bluegill	500/acre	1,645
	Catfish	250/acre	825

3.0 Cost

Compensation for service of principles and employees of Eco-Logic Services rendered pursuant to the Scope of Services of this agreement will be paid based on the following schedule of services:

1.0	Aquatic Pest Management	8 events per year at \$300/event
2.0	Fish Stocking.....	\$4,950.00

Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The services specified above will be provided without interruption based upon automatic annual renewals. Eco-Logic Services has the option of increasing the fees up to five percent each calendar year until this Agreement is terminated pursuant to the Terms and Conditions of this Agreement.

4.0 Assumptions of this Proposal

- 4.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 4.2 There are many factors that may hinder the effectiveness of the midge treatment, including but not limited to the dilution caused by rainfall or lake supplementation via wells, organic matter in the water, pH balance, and other water quality parameters. Because of factors outside of our control, we cannot warrant

the level of control achieved. Eco-Logic Services is not responsible for reduced results, or for retreatment of the lake(s) if desired by the Client for any reason. If additional treatment(s) are required or requested by the Client, upon authorization, they will be performed at the same per event fee.

- 4.3 Midge treatments will be performed at the same time as the lake management services and will not require additional mobilizations to the site.
- 4.4 Eco-Logic Services will take every precaution when stocking fish based upon the expertise of the fisheries consultant and will stock only healthy fish in good condition. However, because of factors outside of our control, no guarantee on fish survival is offered. If significant mortality occurs, and water quality analysis is necessary, will be performed as additional services.
- 4.5 This Scope of Services does not include permit modifications or actions necessary for resolution of compliance issues, including negotiations with regulatory agencies or necessary corrective actions.
- 4.6 The fees in this Agreement do not include any sales, value added, or other taxes that may be required by the government. Any such taxes will be added to invoices as required.
- 4.7 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.

TERMS AND CONDITIONS

DESCRIPTION OF SERVICES: Eco-Logic Services will provide the services described in the Scope of Services included in this Agreement to the Client for the stated fee in accordance with these terms and conditions:

PAYMENT: Client agrees to pay Eco-Logic Services according to the Fee Schedule provided in the attached Scope of Services. Invoices shall be submitted monthly for the work performed in the previous month. If any invoice is not paid within 30 days, interest will be added to and payable on all overdue amounts at 1.5% per month (18% per year) or the maximum legal rate of interest allowable. Client shall pay all costs of collection, including without limitation, reasonable attorney fees. If Client disputes any portion of an invoice, the Client must notify Eco-Logic Services in writing of the disputed item within 10 days of the date of the invoice. If any invoice is not paid in full within 60 days of the invoice date, Eco-Logic Services may immediately suspend all or any portion of the services until payment is received in full and Eco-Logic Services has the option to treat such failure to pay as a material breach of this Agreement and/or seek legal remedies.

LIMITATION OF LIABILITY: Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could not reasonably have been foreseen on entry into this agreement. Eco-Logic Services' liability for any breach-of-contract claims under this agreement will not exceed the Compensation received from the Client under this agreement over a six-month period immediately preceding the claim. No claim may be brought against Eco-Logic Services in contract or tort more than one year after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Eco-Logic Services and not against any employees, shareholders, officers or directors of Eco-Logic Services.

TERM: This Agreement will terminate automatically upon completion of the Scope of Services by Eco-Logic Scope of Services. For ongoing services tasks, the portion of the Agreement directly related to that task will continue in effect until terminated by either party upon 30 days written notice to the other party. In the event of any termination, Eco-Logic Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination plus this 30-day period.

FORCE MAJEURE: If performance of this Agreement or any obligations under this Agreement is prevented, restricted, or interfered with, either temporarily or permanently, by causes beyond either party's reasonable control ("Force Majeure"), then the obligations of this Agreement shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include without limitation acts of nature, severe weather or other catastrophic conditions, orders or acts of military or civil authority, or by state or national emergencies, riots, or wars, or work stoppages, or any other similar event beyond the reasonable control of either party.

DISPUTE RESOLUTION: The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the matter will be submitted to mediation, in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association and will be done within Sarasota County, Florida. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable as if the invalid or unenforceable had never been contained within.

NOTICE: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at the address set forth in the opening portion of this Agreement.

WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

CONSTRUCTION AND INTERPRETATION: The rule requiring construction or interpretation against the drafter is waived. This document shall be deemed as if it were drafted by both parties in a mutual effort.

ATTORNEY'S FEES TO PREVAILING PARTY: In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and appeal.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. The Agreement supersedes any prior written or oral agreements between the parties.

AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: July 3, 2023

This Agreement is made effective by and between:

“Client”

Name: Eagle Pointe CDD
Address: c/o Rizzetta & Company
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
Phone: 813-553-2950
Representative: Mr. Taylor Nielsen
Email: tnielsen@rizzetta.com

“Eco-Logic Services”

Name: Eco-Logic Services LLC
Address: PO Box 18204
Sarasota, FL 34276
Phone: (941) 302-1206
Representative: Peter Nabor
Email: Pete@Eco-Logic-Services.com

Project: Isles at Bayview

Project Location: Manatee County, FL

Fee Type: Unit price per attached Scope of Services


Retainer: No

Scope of Services: Attached

Special Conditions:

- This document is a proprietary product produced by Eco-Logic Services and represents a considerable investment of resources with no compensation. Any reproduction, transmittal, or reuse of this document, or any portion thereof, by any third party without the express written consent of Eco-Logic Services is prohibited under penalty of legal action.
- All rates and fees shall be subject to renegotiation if this Agreement is not signed and returned within thirty days of date above.
- This Agreement with the attached Scope of Services and Terms and Conditions constitute the complete agreement between Eco-Logic Services and Client with respect to the scope of services hereunder.

Eco-Logic Services LLC

By: 
Print Name: Peter Nabor
Title: Principal / Senior Project Scientist
Date: July 3, 2023

Eagle Pointe CDD

By: _____
Print Name: _____
Title: _____
Date: _____

ISLES AT BAYVIEW



1.0 Installation of Aerators

Eco-Logic Services will provide and install two aeration units at the Isles at Bayview site as outlines below.

Lake 21

- 3/4hp Stratus SRC Gen 2 compressor with 2 year warranty
- Four valve manifold with pressure relief and pressure gauge
- 22" ground cabinet
- 600 feet of 3/8" quick sink tubing and all fittings
- Sound Proofing for Cabinet
- Equipment Base 32"x32"x3"

Lake 22

- 1/2hp Stratus Gen 2 compressor with 2 year warranty
- Two QS2 diffusers
- 18" or 22" ground cabinet
- 200 feet of 3/8" quick sink tubing and all fittings
- Sound Proofing for Cabinet
- Equipment Base 32"x32"x3"

The fees provided in the Cost section below do not include running power to the lakes or hookup of the power supply. A qualified electrician will be contracted directly by the Client to provide these services. It also assumes the amount of tubing required based on our estimation of the proper location of the compressor. If additional tubing is required, it will be supplied under the Additional Services task.

2.0 Maintenance of Aerators

Ongoing Maintenance

Eco-Logic Services will perform the services listed below on the two aerator systems in Lakes 21 and 22 at the Isles at Bayview site. Services will be performed twice per year.

- Adjust air manifold and pressure relief valves for optimal performance
- Replace external air filters according to manufacturer specifications
- Replace internal air filters (if applicable) according to manufacturer specifications
- Check and adjust CFM and PSI by calibrating pressure relief valve
- Clean cabinet interior
- Inspect and lubricate cooling fan
- Lubricate cabinet hinges and barrel lock
- Test circuitry
- Remove excess grass and weed growth around cabinet
- Application of fire ant bait around enclosure when needed
- Inspect valve box (if present) and exercise all valves within the box
- Remove excess grass and weed growth around and on box cover
- Evaluate each diffuser assembly
- Inspect and repair airline supply tubing and fittings

This task does not include any services beyond the services listed above. Additional proposals will be issued for replacement parts and/or any other repairs that may be deemed necessary. Additional inspections requested by the Client will be billed on a time and materials basis.

3.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include water testing, repair or replacement of fountains, meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

4.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

1.0	Installation of in Lakes 21 and 22	\$11,875.00
2.0	Maintenance of aerators in Lakes 21 and 22	2 events per year at \$225/event
3.0	Additional Services.....	to be billed as requested

Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The Client shall pay all invoices within thirty days of receipt.

5.0 Assumptions of this Proposal

- 5.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 5.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 5.3 The fees in this Agreement do not include any sales, value added, or other taxes that may be required by the government. Any such taxes will be added to invoices as required.
- 5.4 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.

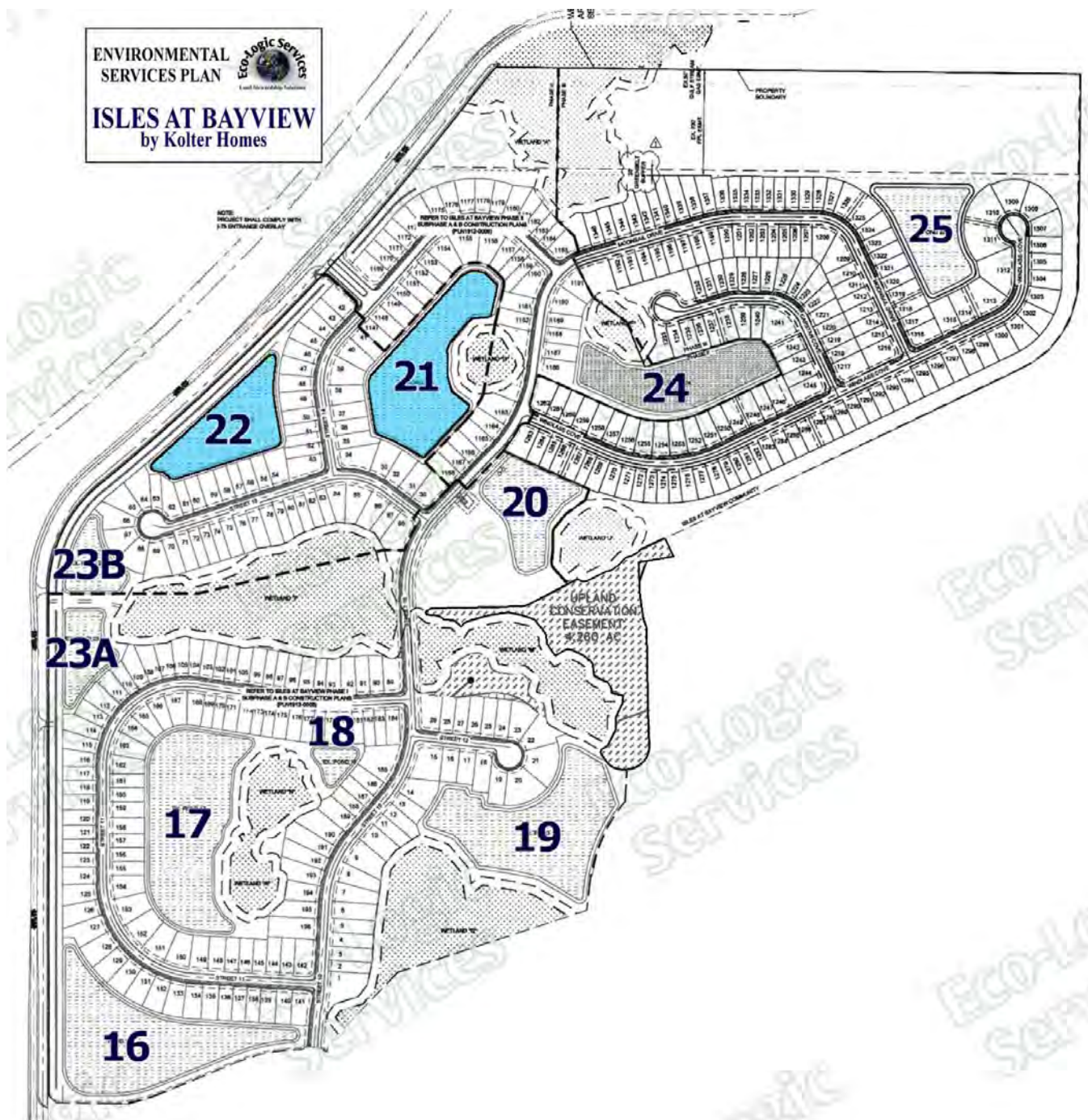


Figure 1. Site plan showing the locations of the lakes in which aerators will be installed for this proposal.

TERMS AND CONDITIONS

DESCRIPTION OF SERVICES: Eco-Logic Services will provide the services described in the Scope of Services included in this Agreement to the Client for the stated fee in accordance with these terms and conditions:

PAYMENT: Client agrees to pay Eco-Logic Services according to the Fee Schedule provided in the attached Scope of Services. Invoices shall be submitted monthly for the work performed in the previous month. If any invoice is not paid within 30 days, interest will be added to and payable on all overdue amounts at 1.5% per month (18% per year) or the maximum legal rate of interest allowable. Client shall pay all costs of collection, including without limitation, reasonable attorney fees. If Client disputes any portion of an invoice, the Client must notify Eco-Logic Services in writing of the disputed item within 10 days of the date of the invoice. If any invoice is not paid in full within 60 days of the invoice date, Eco-Logic Services may immediately suspend all or any portion of the services until payment is received in full and Eco-Logic Services has the option to treat such failure to pay as a material breach of this Agreement and/or seek legal remedies.

LIMITATION OF LIABILITY: Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could not reasonably have been foreseen on entry into this agreement. Eco-Logic Services' liability for any breach-of-contract claims under this agreement will not exceed the Compensation received from the Client under this agreement over a six-month period immediately preceding the claim. No claim may be brought against Eco-Logic Services in contract or tort more than one year after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Eco-Logic Services and not against any employees, shareholders, officers or directors of Eco-Logic Services.

TERM: This Agreement will terminate automatically upon completion of the Scope of Services by Eco-Logic Scope of Services. For ongoing services tasks, the portion of the Agreement directly related to that task will continue in effect until terminated by either party upon 30 days written notice to the other party. In the event of any termination, Eco-Logic Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination plus this 30-day period.

FORCE MAJEURE: If performance of this Agreement or any obligations under this Agreement is prevented, restricted, or interfered with, either temporarily or permanently, by causes beyond either party's reasonable control ("Force Majeure"), then the obligations of this Agreement shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include without limitation acts of nature, severe weather or other catastrophic conditions, orders or acts of military or civil authority, or by state or national emergencies, riots, or wars, or work stoppages, or any other similar event beyond the reasonable control of either party.

DISPUTE RESOLUTION: The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the matter will be submitted to mediation, in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association and will be done within Sarasota County, Florida. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable as if the invalid or unenforceable had never been contained within.

NOTICE: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at the address set forth in the opening portion of this Agreement.

WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

CONSTRUCTION AND INTERPRETATION: The rule requiring construction or interpretation against the drafter is waived. This document shall be deemed as if it were drafted by both parties in a mutual effort.

ATTORNEY'S FEES TO PREVAILING PARTY: In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and appeal.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. The Agreement supersedes any prior written or oral agreements between the parties.



Owens Electric, Inc.
2242 Industrial Blvd
Sarasota, Florida 34234
(941) 355-0035
Service@Owens-Electric.com
EC13002293 & EC13009131

Estimate 14837991
Estimate Date 7/25/2023

Billing Address

Eagle Pointe CDD- Isles of Bayview
11450 Moonsail Drive
Parrish, FL 34219 USA

Job Address

Eagle Pointe CDD- Isles of
Bayview
11450 Moonsail Drive
Parrish, FL 34219 USA

Description of work

Installation of New Electrical Service for Lake Aerator System for Pond 21

Scope of Work to Include:

Coordinate with FPL to install new 60-amp electrical service for new lake aerator system. Install new concrete banjo post behind dwelling (11531 Moonsail Drive). Install new 200 amp meter can and 60-amp 8 space outdoor main breaker electrical panel on banjo post. Utilizing directional boring/missile, install new 2" PVC conduit from FPL transformer (in front of dwelling) to new aerator location. Install handhole junction box as needed for conduit and circuitry access. Install properly sized copper conductors (wire will need to be upsized to meet NEC voltage drop requirements) through new pvc conduit into new meter and electrical panel. Install new 20-amp GFCI receptacle for plug-in aerator. Install new grounding system to accommodate new service. Make all connections, check for proper operation.

Please allow a minimum of 2 weeks for all underground utility locates to be completed. FPL must approve use of existing Transformer. Service hook ups are scheduled and determined by Florida Power & Light. Proposal does not include any Fees or Tariffs required by FPL.

Any additional work requested beyond what is included in the proposal will be treated as a change order and must be approved before commencement. This portion will be charged as Time & Materials.

Test for Proper Operation.

Total Proposal: \$13,630.00

PAYMENT SCHEDULE AS FOLLOWS:

Upon Approval: \$6,815.00
Upon Completion: \$6,815.00

ACCEPTANCE OF PROPOSAL PREPARED BY Matthew Aloy

The above prices, specifications, and conditions are hereby accepted. Payment will be made as outlined above.

Sub-Total	\$13,630.00
Tax	\$0.00
Total Due	\$13,630.00
Deposit/Downpayment	\$0.00

Thank you for choosing Owens Electric, Inc. We thank you for your trust and business...BOTH are very much appreciated!

Notes/Comments:

All material provided by Owens Electric is protected by a comprehensive (1) year warranty. All labor provided by Owens Electric is protected by a comprehensive (365) day warranty on contracted projects, and (30) days on service and repair work. All work performed as per National Electrical Code (NEC) 2017 Edition unless otherwise noted.

Exclusions in Proposal:

- 1.) Any unforeseen code violation requiring additional service.
- 2.) Any fixtures (new or existing) other than listed as being supplied by Owens Electric, Inc (OE).
- 3.) Any private unmarked irrigation/electrical conduit/wire/sprinkler/utilities repairs.

Work described at the price quoted is subject to adjustment for material price increases at time when work is scheduled to be performed. Material prices will be adjusted for any increases over 5% from the price at which the material was available at the time of submittal of this proposal.

Any alteration or deviations from the above specifications will be executed only upon written orders, and will become an extra charge over and above the estimate. Change orders may result in an adjustment or addition to the

original price of the work including but not limited to any increased cost of labor, including overtime, additional equipment or materials. In the event such request results in one or more change orders, these orders will be invoiced as they are completed and payment is expected within 30 days from the date of the invoice. Fixtures, devices and circuits not listed are not included. All work to be completed in a workmanlike manner according to standard practices. Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by Owens Electric, Inc. may be considered grounds to terminate this agreement and subsequent warranty. Reasonable effort will be used to complete the project in a timely manner; however, all agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Owens Electric, Inc. maintains liability insurance and all workers are fully covered by Workers Compensation Insurance.

All invoices are due and payable within fifteen days from the date of the invoice. All parties agree to the payment terms as identified in the attached proposal that may include initial deposit, progress payments and final payment. Initial deposit as defined must be received prior to commencement of work. Progress payments will be invoiced and submitted via email based on the schedule outlined within the proposal and progress payment is expected within 30 days from the date of the invoice. Final payment of proposed work will be invoiced upon completion of work and payment is expected within 30 days from the date of the invoice. The scope of work shall include only the work set forth in the attached proposal. Any delinquent accounts will be subject to a monthly service charge at a rate of 18% yearly. Should we incur any costs or expenses in collecting payment per the terms of this agreement, the undersigned agrees to pay all such costs and expenses including reasonable attorney fees. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned. If customer terminates the project after acceptance, Customer agrees to reimburse Owens Electric, Inc. for reasonable project start-up costs incurred such as re-stocking fees, rescheduling charges permit fees, project management fees, etc. Customer agrees that such fees may be deducted prior to refunding any initial deposit paid. Customer agrees that Owens Electric, Inc. is entitled to recover reasonable attorney and collection fees.



Owens Electric, Inc.
2242 Industrial Blvd
Sarasota, Florida 34234
(941) 355-0035
Service@Owens-Electric.com
EC13002293 & EC13009131

Estimate 14839263
Estimate Date 7/25/2023

Billing Address

Eagle Pointe CDD- Isles of Bayview
11450 Moonsail Drive
Parrish, FL 34219 USA

Job Address

Eagle Pointe CDD- Isles of Bayview
11450 Moonsail Drive
Parrish, FL 34219 USA

Description of work

Installation of New Electrical Service for Lake Aerator System for Lake 22

Scope of Work to Include:

Coordinate with FPL to install new 60-amp electrical service for new lake aerator system. Install new concrete banjo post behind dwellings (between 11607 and 11611 Armada Way)). Install new 200 amp meter can and 60-amp 8 space outdoor main breaker electrical panel on banjo post. Utilizing directional boring/missile, install new 2" PVC conduit from FPL transformer (in front of dwellings) to new aerator location. Install handhole junction box as needed for conduit and circuitry access. Install properly sized copper conductors (wire will need to be upsized to meet NEC voltage drop requirements) through new pvc conduit into new meter and electrical panel. Install new 20-amp GFCI receptacle for plug-in aerator. Install new grounding system to accommodate new service. Make all connections, check for proper operation.

Please allow a minimum of 2 weeks for all underground utility locates to be completed. FPL must approve use of existing Transformer. Service hook ups are scheduled and determined by Florida Power & Light. Proposal does not include any Fees or Tariffs required by FPL.

Any additional work requested beyond what is included in the proposal will be treated as a change order and must be approved before commencement. This portion will be charged as Time & Materials.

Test for Proper Operation.

Total Proposal: \$10,190

PAYMENT SCHEDULE AS FOLLOWS:

Upon Approval: \$5,095.00
Upon Completion: \$5,095.00

ACCEPTANCE OF PROPOSAL PREPARED BY Matthew Aloy

The above prices, specifications, and conditions are hereby accepted. Payment will be made as outlined above.

Sub-Total	\$10,190.00
Tax	\$0.00
Total Due	\$10,190.00
Deposit/Downpayment	\$0.00

Thank you for choosing Owens Electric, Inc. We thank you for your trust and business...BOTH are very much appreciated!

Notes/Comments:

All material provided by Owens Electric is protected by a comprehensive (1) year warranty. All labor provided by Owens Electric is protected by a comprehensive (365) day warranty on contracted projects, and (30) days on service and repair work. All work performed as per National Electrical Code (NEC) 2017 Edition unless otherwise noted.

Exclusions in Proposal:

- 1.) Any unforeseen code violation requiring additional service.
- 2.) Any fixtures (new or existing) other than listed as being supplied by Owens Electric, Inc (OE).
- 3.) Any private unmarked irrigation/electrical conduit/wire/sprinkler/utilities repairs.

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original price of the work including but not limited to any increased cost of labor, including overtime, additional equipment or materials. In the event such request results in one or more change orders, these orders will be invoiced as they are completed and payment is expected within 30 days from the date of the invoice. Fixtures, devices and circuits not listed are not included. All work to be completed in a workmanlike manner according to standard practices. Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by Owens Electric, Inc. may be considered grounds to terminate this agreement and subsequent warranty. Reasonable effort will be used to complete the project in a timely manner; however, all agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Owens Electric, Inc. maintains liability insurance and all workers are fully covered by Workers Compensation Insurance.

All invoices are due and payable within fifteen days from the date of the invoice. All parties agree to the payment terms as identified in the attached proposal that may include initial deposit, progress payments and final payment. Initial deposit as defined must be received prior to commencement of work. Progress payments will be invoiced and submitted via email based on the schedule outlined within the proposal and progress payment is expected within 30 days from the date of the invoice. Final payment of proposed work will be invoiced upon completion of work and payment is expected within 30 days from the date of the invoice. The scope of work shall include only the work set forth in the attached proposal. Any delinquent accounts will be subject to a monthly service charge at a rate of 18% yearly. Should we incur any costs or expenses in collecting payment per the terms of this agreement, the undersigned agrees to pay all such costs and expenses including reasonable attorney fees. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned. If customer terminates the project after acceptance, Customer agrees to reimburse Owens Electric, Inc. for reasonable project start-up costs incurred such as re-stocking fees, rescheduling charges permit fees, project management fees, etc. Customer agrees that such fees may be deducted prior to refunding any initial deposit paid. Customer agrees that Owens Electric, Inc. is entitled to recover reasonable attorney and collection fees.

Tab 16



Proposal

Proposal No.: 219278

Proposed Date: 05/25/23

PROPERTY:	FOR:
Eagle Pointe CDD - Maintenance Taylor Nielsen 11450 Moonsail Dr Parrish, FL 34219	Shrub Replacement

Shrub Replacement

Scope of work, this proposal is to replace all dead plant material along both sides of wall on Carter Rd.



ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Plant Material					\$6,528.88
Enhancement Labor	40.00	HR	\$55.00	\$2,200.00	
Suspensum Viburnum, 03 gallon - 03G	155.00	03g	\$24.16	\$3,745.57	
Debris by the truck	1.00	1	\$333.31	\$333.31	

Misc Rental	5.00	EA	\$50.00	\$250.00
				Total: \$6,528.88

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

_____ Signature (Owner/Property Manager)	_____ Date
_____ Printed Name (Owner/Property Manager)	
_____ Signature - Representative	_____ Date



Proposal

Proposal No.: 219810

Proposed Date: 06/01/23

PROPERTY:	FOR:
Eagle Pointe CDD - Maintenance Taylor Nielsen 11450 Moonsail Dr Parrish, FL 34219	Pine Bark Mulch Installation

Pine Bark Mulch Installation

Scope of work, this proposal is for mulch application with pine bark on entire property of Eagle Point including, Monument Median of Barrier Coast Trail and Coast Trail, Moonsail Dr. entrance, Amenity Center, Lift Station, entrance median on Armada Way, both sides beds of wall along Carter Rd.

Both sides of wall along Carter Rd. will apply 2" due to no mulch applied momentarily, rest of areas will have a touch up of 1".





ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Mulch					\$26,000.00
Pine Bark Mulch Installed (500 YDS)	500.00	EA	\$52.00	\$26,000.00	
				Total:	\$26,000.00

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

Tab 17



ESTIMATE

Nick Knows LLC
2424 W Brandon Blvd
Suite 1136
Brandon, Florida 33511
United States

855-465-6697
www.nickknowscleaning.com

BILL TO
Eagle Point CDD
Joe Mcallister
11450 Moonsail Drive
Parrish, Florida 34219
United States

813-304-3616
jmccallister@rizzetta.com

Estimate Number: EPE 16
Estimate Date: July 17, 2023
Expires On: July 31, 2023
Grand Total (USD): \$16,000.00

Items	Quantity	Price	Amount
Purchase and Installation of Turf by playground 2240 square feet Purchase and Installation of Turf for 2240 square feet	1	\$16,000.00	\$16,000.00
Product Description			
TFD K-9 Supreme is a hybrid artificial turf product designed specifically for pet and playground applications. K-9 Supreme has a total pile height of 1" to handle continuous heavy-traffic with a dual backing system and perforated holes for drainage. A shorter pile material like K-9 Supreme is great for ease of cleaning and maintenance. In addition to the 1" pile height, we constructed the material with a 69 oz. face weight to ensure durability while maintaining a pristine appearance. With a dual-color yarn system and secondary tan thatch, this material stands out in any turf application.			
Features:			
Perfect for Light-to-Heavy Traffic Pet Friendly Environmentally Friendly Low Maintenance Proudly Made in the USA 10 Year Warranty			
\$8,000.00 Deposit required			



ESTIMATE

Nick Knows LLC
2424 W Brandon Blvd
Suite 1136
Brandon, Florida 33511
United States

855-465-6697
www.nickknowscleaning.com

Total:	\$16,000.00
<hr/>	
Grand Total (USD):	\$16,000.00

Thank You for Your Business!

Tab 18

Illuminations Holiday Lighting

Proposal

8606 Herons Cove Pl
Tampa, FL 33647
Tim Gay

(813) 334-4827

TO:

Eagle Pointe CDD
c/o Rizzetta & Co
3434 Colwell Ave; Ste 200
Tampa, FL 33614

(813) 994-1001

JOB DESCRIPTION
Holiday Lighting and Decoration for Eagle Pointe

ITEMIZED ESTIMATE: TIME AND MATERIALS		AMOUNT
Clubhouse		
Install warm white C9s outlining front edge of clubhouse, all peaks and dormers		\$2,375.00
Install 1 x 36" wreath with lights and bows on center peak of clubhouse		
OPTION	Install permanent track lighting outlining front edge of clubhouse including 2 sides	\$11,995.00
Install warm white, LED mini lights in 2 palm trees front center of clubhouse		\$800.00
Entrance - Carter Rd and Barrier Coast Trail		
Main	Install warm white C9s outlining top of 3 column caps	\$2,535.00
Entrance	Install warm white C9s outlining top of Isles at Bayview sign (both sides)	
Install 6 x 36" wreaths with lights and bows on both sides of 3 monument columns		
OPTION	Install permanent track lighting outlining top edge of entrance sign and columns caps	\$6,495.00
Install warm white LED mini lights on palm tree in front of center median sign		\$400.00
Install warm white LED mini lights in 2 palm trees in center median		\$800.00
Install warm white LED mini lights in 2 palm trees on both entrance / exit (4 Total)		\$1,600.00
Entrance - Carter Rd - Second Entrance		
Install warm white LED mini lights in 4 palm trees in center median		\$1,600.00
Install warm white LED mini lights in 1 palm tree on both entrance / exit (2 Total)		\$800.00
50% Deposit Required		
TOTAL ESTIMATED JOB COST		\$10,510.00

* Price includes rental of materials, labor, installation, service and removal.

* Illuminations Holiday Lighting takes the utmost care and precaution to protect your premises and property.

* Customer hereby authorizes Illuminations Holiday Lighting, to install and / or remove all materials on said property as provided herein.

* Assumes adequate power available. If additional power needed client is responsible for providing.

* Please note: Loss of material due to theft or vandalism is reimbursable at cost

* Remaining balance of project due upon receipt of invoice after installation.

* Removal process begins after New Years Day. It can take up to a week or more for completion. Power can be turned off in the interim.

*** NOTE: OPTIONS LISTED ABOVE ARE NOT INCLUDED IN TOTAL ESTIMATED JOB COST**

Tim Gay
PREPARED BY

7/24/2023
DATE

AUTHORIZED SIGNATURE FOR EAGLES POINTE CDD

DATE

CONFIDENTIAL - This message is sent on behalf of Illuminations Holiday Lighting and is intended for authorized personnel and Board Members of Eagle Pointe CDD only. As the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.