

BEAUMONT

**COMMUNITY DEVELOPMENT
DISTRICT**

October 2, 2023

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Beaumont Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 570-0013

September 25, 2023

Board of Supervisors
Beaumont Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the Beaumont Community Development District will hold a Regular Meeting on October 2, 2023 at 1:30 p.m., at 7764 Penrose Place, Wildwood, Florida 34785. The agenda is as follows:


1. Call to Order/Roll Call
2. Public Comments (*Agenda Items: 3 Minutes Per Speaker*)
3. Update: Developer Projects
4. Consideration of Proposals to Remove/Replace Sabal Palms
5. Consideration of Resolution 2024-01, Addressing Real Estate Conveyances and Permits; Accepting a Certificate of the District Engineer and Declaring the Assessment Area One - Residential Project and the Assessment Area Two - Commercial Project Complete; Addressing Contribution Requirements; Providing Direction to the Trustee; Finalizing the 2019 A-1, 2019 A-2 and 2019 Assessments; Authorizing Conveyances; Authorizing a Mutual Release; Providing for a Supplement to the Improvement Lien Book; Providing for Severability, Conflicts, and an Effective Date
6. Consideration of Requisition Number 1 to Address Release of Series 2019A-1 Bond Reserve
7. Consideration of Landscape Proposal for Commercial Project Landscaping
8. Consideration of Assignment of Hughes Brothers Commercial Paving Project
9. Consideration of Contract for Final Commercial Paving/Punch List Items
10. Ratification Items
 - A. Quitclaim Deed
 - B. Easement Agreement

- 11. Acceptance of Unaudited Financial Statements as of August 31, 2023
- 12. Approval of September 11, 2023 Regular Meeting Minutes
- 13. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Morris Engineering and Consulting, LLC*
 - C. Field Operations Manager: *Evergreen Lifestyles Management*
 - Action Items/Tracker
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: November 13, 2023 at 1:30 PM
 - QUORUM CHECK

SEAT 1	TROY SIMPSON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JOHN CURTIS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	CANDICE BAIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ANN JUDY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	GREG MEATH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 14. Board Members' Comments/Requests
- 15. Public Comments (*Non-Agenda Items: 3 Minutes Per Speaker*)
- 16. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,

 Chuck Adams
 District Manager

BOARD AND STAFF ONLY: TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

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Proposal

Proposal No.: 233894

Proposed Date: 09/06/23

PROPERTY:	FOR:
Beaumont CDD (Common Area) C/O Wrathell, Hunt and Associates 7802 Penrose Place Wildwood, FL 34785	20 palm tree replacment

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Plant Material					\$10,933.19
Maintenance Division Labor	40.00	HR	\$65.00	\$2,600.00	
Sabal Palm, Booted, 10-16' ct - FGP3	20.00	FG	\$312.50	\$6,250.00	
Tree Palm Stake Storm (materials only)	25.00	EA	\$83.33	\$2,083.19	
Irrigation Inspection/Repairs/Upgrades					\$390.00
Maintenance Division Labor	6.00	HR	\$65.00	\$390.00	
				Total:	\$11,323.19

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 damaged 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

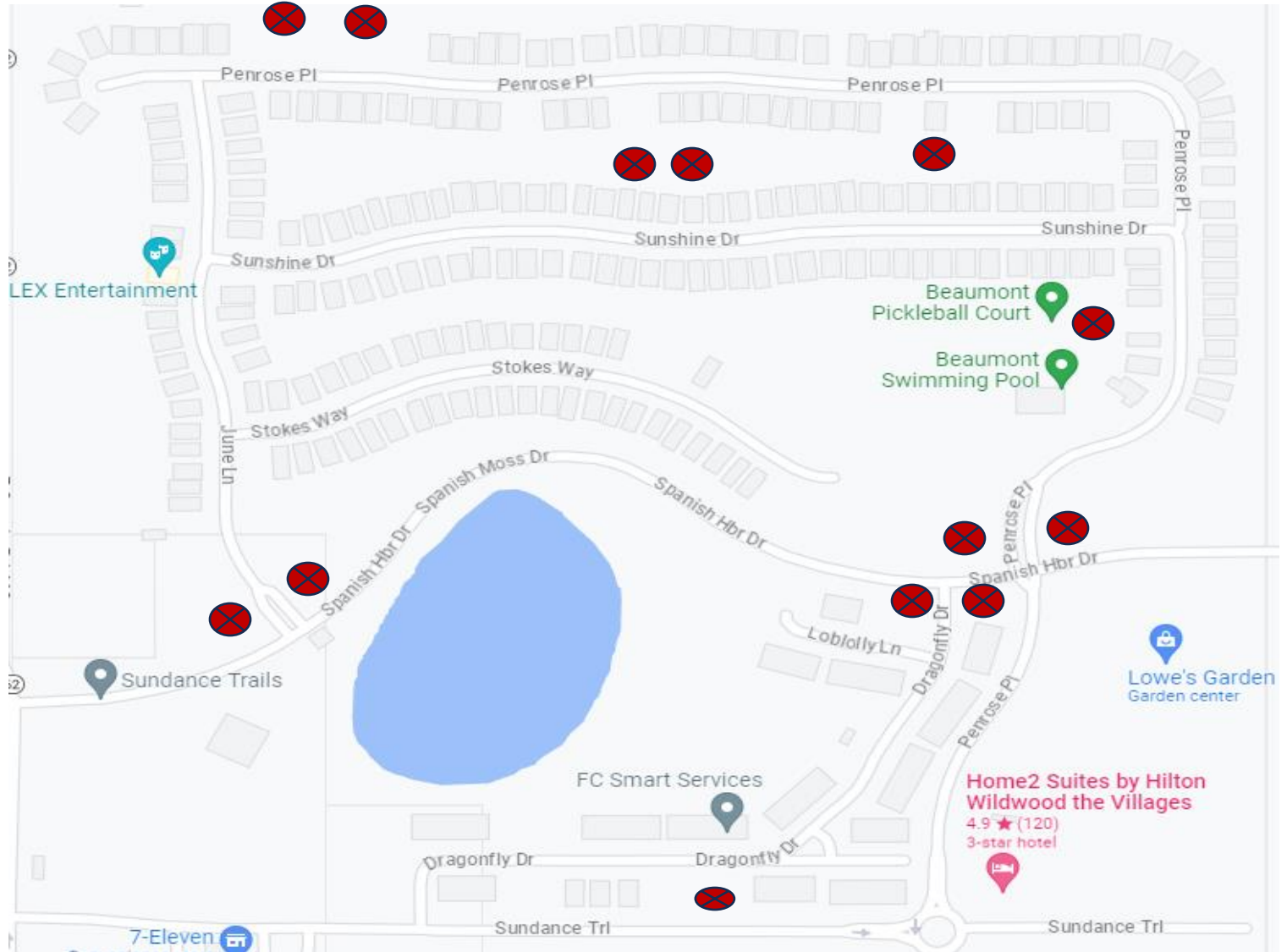
Printed Name (Owner/Property Manager)

Signature - Representative

Date



Mark the locations of where 1 or more palm trees were removed.



BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-01

**[PROJECT COMPLETION RESOLUTION
FOR ASSESSMENT AREA ONE AND ASSESSMENT AREA TWO PROJECTS]**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT ADDRESSING REAL ESTATE CONVEYANCES AND PERMITS; ACCEPTING A CERTIFICATE OF THE DISTRICT ENGINEER AND DECLARING THE ASSESSMENT AREA ONE - RESIDENTIAL PROJECT AND THE ASSESSMENT AREA TWO - COMMERCIAL PROJECT COMPLETE; ADDRESSING CONTRIBUTION REQUIREMENTS; PROVIDING DIRECTION TO THE TRUSTEE; FINALIZING THE 2019 A-1, 2019 A-2 AND 2019 ASSESSMENTS; AUTHORIZING CONVEYANCES; AUTHORIZING A MUTUAL RELEASE; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Background

WHEREAS, the Beaumont Community Development District ("**District**") was established for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

Assessment Area One Project and 2019 A-1 and 2019 A-2 Bonds

WHEREAS, on February 7, 2019, the District issued its \$5,925,000 Special Assessment Bonds, Series 2019 A-1 (Assessment Area One - Residential Project) ("**2019 A-1 Bonds**"), to finance a portion of its "**Assessment Area One Project**;" and

WHEREAS, the 2019 A-1 Bonds were issued pursuant to that certain *Master Trust Indenture* ("**Master Indenture**"), as supplemented by the *First Supplemental Trust Indenture*, each between the District and Regions Bank ("**Trustee**") and dated January 1, 2019 ("**2019 A-1 Indenture**"); and

WHEREAS, on February 7, 2019, the District issued its \$4,205,000 Special Assessment Bonds, Series 2019 A-2 (Assessment Area One - Residential Project) ("**2019 A-2 Bonds**"), to finance a portion of its Assessment Area One Project; and

WHEREAS, the 2019 A-2 Bonds were issued pursuant to that certain Master Indenture, as supplemented by the *Second Supplemental Trust Indenture*, each between the District and the Trustee and dated January 1, 2019 ("**2019 A-2 Indenture**"); and

WHEREAS, the Assessment Area One Project originally was estimated to cost approximately \$12,530,000 and is described in the *Revised Engineer's Report for the Beaumont Community Development District (Residential Project) and (Commercial Project)*, dated September 12, 2018, as revised December 11, 2018 ("**Engineer's Report**"); and

WHEREAS, the Assessment Area One Project includes, among other things, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure; and

WHEREAS, in order to secure repayment of the 2019 A-1 Bonds and 2019 A-2 Bonds, and pursuant to Resolutions 2018-25, 2019-01, and 2019-04 (together, and among other assessment resolutions, “**Area One Assessment Resolution**”), the District levied and imposed special assessment lien(s) (together, “**Area One Assessments**”), which are levied and imposed on certain benefitted lands (i.e., the “**Assessment Area One**”) within Assessment Area One of the District; and

WHEREAS, the Area One Assessments are further described in the *Revised Master Special Assessment Methodology Report*, dated August 5, 2018, as revised August 7, 2018 and December 11, 2018, and as supplemented by the *Final Supplemental Special Assessment Methodology Report*, dated January 24, 2019 (together, “**2019 Assessment Report**”); and

WHEREAS, generally stated, the Assessment Area One Project specially benefits the assessable lands in Assessment Area One, as set forth in the Area One Assessment Resolution, and it is reasonable, proper, just and right to assess the costs of the Assessment Area One Project financed with the 2019 A-1 and 2019 A-2 Bonds to the specially benefited properties within the District as set forth in the Area One Assessment Resolution and this Resolution; and

Assessment Area Two Project and 2019 Bonds

WHEREAS, on February 7, 2019, the District issued its \$7,100,000 Special Assessment Bonds, Series 2019 (Assessment Area Two – Commercial Project) (“**2019 Bonds**,” together with the 2019A-1 Bonds and 2019A-2 Bonds, “**Bonds**”), to finance a portion of its “**Assessment Area Two Project**,” and

WHEREAS, the 2019 Bonds were issued pursuant to that certain Master Indenture, as supplemented by the *Third Supplemental Trust Indenture*, each between the District and the Trustee and dated January 1, 2019 (the “**2019 Indenture**,” together with 2019 A-1 Indenture and 2019 A-2 Indenture “**Indenture**”); and

WHEREAS, the Assessment Area Two Project originally was estimated to cost approximately \$6,560,000 and is described in the Engineer’s Report; and

WHEREAS, the Assessment Area Two Project includes, among other things, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure; and

WHEREAS, in order to secure repayment of the 2019 Bonds, and pursuant to Resolutions 2018-25, 2019-01, and 2019-05 (together, and among other assessment resolutions, “**Area Two Assessment Resolution**”), the District levied and imposed special assessment lien(s) (together, “**Area Two Assessments**”), which are levied and imposed on certain benefitted lands (i.e., the “**Assessment Area Two**”) within Assessment Area Two of the District; and

WHEREAS, the Area Two Assessments are further described in the 2019 Assessment Report; and

WHEREAS, generally stated, the Assessment Area Two Project specially benefits the assessable lands in the Assessment Area Two, as set forth in the Area Two Assessment Resolution, and it is reasonable, proper, just and right to assess the costs of the Assessment Area Two Project financed with the 2019 Bonds to the specially benefited properties within the District as set forth in the Area Two Assessment Resolution and this Resolution; and

Completion of Project

WHEREAS, the Assessment Area One Project and Assessment Area Two Project (collectively, “**Project**”), and all components thereof, have been completed; and

WHEREAS, pursuant to Chapter 170, *Florida Statutes*, and the Indenture, the District Engineer has executed and delivered an “**Engineer’s Certificate**”, attached hereto as **Exhibit A**, wherein the District Engineer certified the Project complete; and

WHEREAS, the District has also made certain determinations in connection with the completion of the Project, as set forth in **Exhibit B (“District Certificate”)**; and

WHEREAS, upon receipt of and in reliance upon the Engineer’s Certificate, the District’s Board desires to certify the Project complete in accordance with the Indenture and pursuant to Chapter 170, *Florida Statutes*; and

WHEREAS, based on the Engineer’s Certificate, the Board desires to declare the Project complete for purposes of the Indenture and Chapter 170, *Florida Statutes*;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT:

- 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- 2. AUTHORITY.** This Resolution is adopted pursuant the Indenture and provisions of Florida law, including Chapters 170 and 190, *Florida Statutes*.
- 3. ACCEPTANCE OF ENGINEER’S CERTIFICATE.** The Board hereby accepts the Engineer’s Certificate, attached hereto as **Exhibit A**, and certifies the Project complete in accordance with the Assessment Resolution, the Indenture and Chapter 170 of the *Florida Statutes*. The Completion Date, as that term is defined in the Master Trust Indenture, shall be the date _____.
- 4. SATISFACTION OF CONTRIBUTION REQUIREMENTS.** As noted in **Exhibit B**, the Developer has satisfied any and all Contribution Requirements (as defined in **Exhibit B**), and the District hereby formally recognizes the satisfaction of all Contribution Requirements relating to the Area One Assessments and Area Two Assessments.
- 5. DIRECTION TO TRUSTEE.** District Staff is directed to notify the Trustee for the Bonds of the completion of the Project, and to request that the Trustee release any monies from the applicable reserve accounts for the Bonds due to satisfaction of the “Release Conditions” set forth in the Indenture,

otherwise make any final payments from the acquisition and construction accounts for the Bonds for Project costs, and close the acquisition and construction accounts.

6. FINALIZATION OF AREA ONE ASSESSMENTS. Pursuant to Section 170.08, *Florida Statutes*, and the Area One Assessment Resolution, and because the Assessment Area One Project is complete, the Area One Assessments are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual project costs of the Assessment Area One Project. Because all of the original construction proceeds from the 2019 A-1 Bonds and 2019 A-2 Bonds were used to construct the Assessment Area One Project, and all Contribution Requirements were satisfied, no such credit is due. Accordingly, and pursuant to Section 170.08, *Florida Statutes*, and the Area One Assessment Resolution, the Area One Assessments are hereby finalized in the amount of the outstanding debt due on the 2019 A-1 Bonds and 2019 A-2 Bonds in accordance with **Exhibit B** herein, and are hereby apportioned in accordance with the 2019 Assessment Report and the Final Assessment Lien Roll on file with the District Manager.

7. FINALIZATION OF AREA TWO ASSESSMENTS. Pursuant to Section 170.08, *Florida Statutes*, and the Area Two Assessment Resolution, and because the Assessment Area Two Project is complete, the Area Two Assessments are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual project costs of the Assessment Area Two Project. Because all of the original construction proceeds from the 2019 Bonds were used to construct the Assessment Area Two Project, and all Contribution Requirements were satisfied, no such credit is due. Accordingly, and pursuant to Section 170.08, *Florida Statutes*, and the Area Two Assessment Resolution, the Area Two Assessments are hereby finalized in the amount of the outstanding debt due on the 2019 Bonds in accordance with **Exhibit B** herein, and are hereby apportioned in accordance with the 2019 Assessment Report and the Final Assessment Lien Roll on file with the District Manager.

8. REAL ESTATE CONVEYANCES; PERMITS. In connection with the District's Project, the District: (i) has accepted permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Project improvements, and (ii) has accepted, conveyed and/or dedicated certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, has executed plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Project improvements, work product and land ((i) and (ii) together, the "**Conveyances**"). All such Conveyances are hereby ratified, if not previously approved, and any remaining Conveyances are expressly authorized.

9. MUTUAL RELEASE. Because the Project is complete, the District hereby authorizes execution of the mutual releases, attached hereto as **Exhibit C**.

10. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

11. TRUE-UP PAYMENTS. Pursuant to the Area One Assessment Resolution and Area Two Assessment Resolution, among other documents, there may be required from time to time certain true-

up payments. Nothing herein shall be deemed to amend or alter the requirement to make true-up payments as and when due.

12. GENERAL AUTHORIZATION. The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.

13. CONFLICTS. All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. This Resolution is intended to supplement the Area One Assessment Resolution and Area Two Assessment Resolution which remain in full force and effect. This Resolution, the Area One Assessment Resolution, and the Area Two Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

14. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

15. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

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PASSED AND ADOPTED this 2nd day of October, 2023.

ATTEST:

**BEAUMONT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: District Engineer's Certificate

Exhibit B: District Certificate

Exhibit C: Mutual Releases

EXHIBIT A

**ENGINEER'S CERTIFICATE
REGARDING PROJECT COMPLETION**

Board of Supervisors
Beaumont Community Development District

Regions Bank, as Trustee

RE: Certificate of Completion for Assessment Area One and Assessment Area Two Projects

This Certificate is furnished in accordance with Chapter 170, *Florida Statutes*, and regarding the District's "**Assessment Area One and Assessment Area Two Projects**" as described in the *Revised Engineer's Report for the Beaumont Community Development District (Residential Project) and (Commercial Project)*, dated September 12, 2018, as revised December 11, 2018. It is also furnished pursuant to Section 4.01(a) of the *First Supplemental Trust Indenture*, dated January 1, 2019 and relating to the \$5,925,000 Special Assessment Bonds, Series 2019A-1 (Assessment Area One – Residential Project) ("**2019A-1 Bonds**"), Section 4.01(a) of the *Second Supplemental Trust Indenture*, dated January 1, 2019 and relating to the \$4,205,000 Special Assessment Bonds, Series 2019A-2 (Assessment Area One – Residential Project) ("**2019A-2 Bonds**"), and Section 4.01(a) of the *Third Supplemental Trust Indenture*, dated January 1, 2019 and relating to the \$7,100,000 Special Assessment Bonds, Series 2019 (Assessment Area Two – Commercial Project) ("**2019 Bonds**"). This Certificate is intended to evidence the completion of the Assessment Area One and Assessment Area Two Projects undertaken by the District. The undersigned, as an authorized representative of District Engineer, hereby makes the following certifications upon which the District may rely:

1. I have reviewed certain available documentation, including, but not limited to, agreements, invoices, plans, plats, deeds, bills of sale, and other documentation relating to the District's Assessment Area One and Assessment Area Two Projects and have had an opportunity to inspect the improvements and work product comprising the Assessment Area One and Assessment Area Two Projects.

2. It is my professional opinion that, to the best of my knowledge and belief, and after reasonable inquiry:

- a. The Assessment Area One and Assessment Area Two Projects, and all components thereof, have been acquired, constructed and substantially installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
- b. All labor, services, materials, and supplies used in the Assessment Area One and Assessment Area Two Projects have been paid for and, where practicable, acknowledgment of such payments has been obtained from all contractors and suppliers.
- c. The purchase price paid by the District for the Assessment Area One and Assessment Area Two Projects is no more than the lesser of: (1) the fair market value of such improvements and work product at the time of construction, and (2) the actual cost of construction of such improvements and creation of the work product.

d. The Assessment Area One and Assessment Area Two Projects continue to benefit the lands within Assessment Area One and Area Two Assessments, respectively, as set forth in the engineer's report(s).

3. As part of the Assessment Area One and Assessment Area Two Projects, the District did not fund any improvements that generated impact fee credits or similar credits.

4. All plans, permits and specifications necessary for the operation and maintenance of the improvements made for the Assessment Area One and Assessment Area Two Projects are complete, in good standing, and on file with the District Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance.

5. Based on the foregoing, it would be appropriate for the District's Board of Supervisors to declare the Project complete, at a date to be determined by the Board.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the undersigned authorized representative of the District Engineer executes this Engineer's Certificate.

MORRIS ENGINEERING AND CONSULTING, LLC

Matthew Morris, P.E.
Florida Registration No. 68434
District Engineer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2023, by _____, P.E., District Engineer of the Beaumont Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT B

**DISTRICT CERTIFICATE
REGARDING PROJECT COMPLETION**

Board of Supervisors
Beaumont Community Development District

Regions Bank, as Trustee

RE: Completion of Assessment Area One and Assessment Area Two Projects

This Certificate is furnished in accordance with Chapter 170, *Florida Statutes*, and pursuant to Section 4.01(a) of the *First Supplemental Trust Indenture*, dated January 1, 2019 and relating to the \$5,925,000 Special Assessment Bonds, Series 2019A-1 (Assessment Area One – Residential Project) (“**2019A-1 Bonds**”), Section 4.01(a) of the *Second Supplemental Trust Indenture*, dated January 1, 2019 and relating to the \$4,205,000 Special Assessment Bonds, Series 2019A-2 (Assessment Area One – Residential Project) (“**2019A-2 Bonds**”), and Section 4.01(a) of the *Third Supplemental Trust Indenture*, dated January 1, 2019 and relating to the \$7,100,000 Special Assessment Bonds, Series 2019 (Assessment Area Two – Commercial Project) (“**2019 Bonds**”). This Certificate is intended to address certain matters in connection with the completion of the Assessment Area One and Assessment Area Two Projects, as defined in the trust indenture for the 2019A-1 Bonds, 2019A-2 Bonds and 2019 Bonds.

The District Manager, Wrathell, Hunt and Associates, LLC, hereby makes the following certifications:

- a. The District has spent all monies from the applicable construction account for the Assessment Area One and Assessment Area Two Projects, with the exception of certain nominal amounts that will be paid out for remaining Project costs.
- b. The Assessment Area One and Assessment Area Two Projects cost at least the amount of (i) the acquisition and construction proceeds available from the 2019A-1 Bonds, 2019A-2 Bonds and 2019 Bonds, plus (ii) applicable assessment contributions as set forth in the District’s assessment methodologies.
- c. Based on the engineer’s reports and statements, the Assessment Area One and Assessment Area Two Projects, as completed, continue to provide sufficient benefit to support the Area One Assessments on Assessment Area One and Area Two Assessments on Assessment Area Two.
- d. The Developer has satisfied any and all requirements, if any, to make contributions of infrastructure in connection with the reduction of Area One Assessments and Area Two Assessments to meet target levels, and/or to repay any impact fee credits.
- e. As of the date hereof, no rebate amount is due and owing to the federal government with respect to the 2019A-1 Bonds, 2019A-2 Bonds and 2019 Bonds.
- f. Accordingly, and pursuant to Section 170.08, Florida Statutes, no credit is due in connection with finalizing the Area One Assessments and Area Two Assessments. The benefit to the lands subject to the Area One Assessments from the completed Assessment Area One Project is sufficient to support the Area One Assessments, and the Area One Assessments are fairly and reasonably allocated consistent with the assessment report(s). Further, the benefit to the lands subject to the Area Two Assessments from the completed

Assessment Area Two Project is sufficient to support the Area Two Assessments, and the Area Two Assessments are fairly and reasonably allocated consistent with the assessment report(s).

- g. Further, the Area One Assessments and Area Two Assessments are sufficient to pay the remaining debt service on the 2019A-1 Bonds, 2019A-2 Bonds and 2019 Bonds.
- h. Based on a review of the applicable plats for all lands within the District, no true-up payments are presently due and owing at this time.

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WHEREFORE, the undersigned authorized representative has executed the foregoing District Certificate regarding Project Completion.

WRATHELL, HUNT AND ASSOCIATES LLC

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2023, by _____, on behalf of Wrathell, Hunt and Associates, LLC. as Assessment Consultant for the Beaumont Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT C

**MUTUAL RELEASE
(RESIDENTIAL DEVELOPER)**

This Mutual Release (Residential Developer) (“**Release**”) is made and entered into by and between:

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Wildwood, Florida (“**District**”); and

KLP VILLAGES LLC, a Florida limited liability company, with a mailing address of 105 NE 1st Street, Delray Beach, Florida 33444 (“**Developer**”).

RECITALS

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

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the primary developer of certain lands within the boundaries of the District known as Assessment Area One; and

WHEREAS, on February 7, 2019, the District issued its \$5,925,000 Special Assessment Bonds, Series 2019 A-1 (Assessment Area One - Residential Project) (“**2019 A-1 Bonds**”), to finance a portion of its “**Assessment Area One Project**,” and

WHEREAS, on February 7, 2019, the District also issued its \$4,205,000 Special Assessment Bonds, Series 2019 A-2 (Assessment Area One - Residential Project) (“**2019 A-2 Bonds**,” together with the 2019A-1 Bonds, the “**Bonds**”), to finance a portion of its Assessment Area One Project; and

WHEREAS, the Assessment Area One Project (“**Project**”) is described in the *Revised Engineer’s Report for the Beaumont Community Development District (Residential Project) and (Commercial Project)*, dated September 12, 2018, as revised December 11, 2018 (“**Engineer’s Report**”); and

WHEREAS, in connection with the 2019A-1 Bonds and 2019A-2 Bonds, the District entered into certain agreements with the Developer, including the *Completion Agreement (Residential Project)*, *Collateral Assignment (Residential Project)*, and *Acquisition Agreement (Residential Project)*, in each case dated February 7, 2019 (collectively, “**Developer CDD Agreements**”); and

WHEREAS, in order to ensure that certain target assessment levels were achieved at the Developer’s request and for the debt assessments securing the 2019A-1 Bonds and 2019A-2 Bonds, the

Developer was required to make certain contributions (together, “**Contribution Requirements**”) for each series of bonds, respectively, and in infrastructure and/or work product; and

WHEREAS, the Developer has satisfied the Contribution Requirements, and the District desires to formally recognize the satisfaction of such Contribution Requirements; and

WHEREAS, the District is in the process of declaring the Project complete, and the parties desire to provide mutual releases relating thereto.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

1. RECITALS. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. MUTUAL RELEASES. The Developer and District hereby agree that the Developer has been paid in full for any amounts owed in connection with the Project, and that there are no amounts of any kind due now or in the future, whether as construction proceeds, deferred costs, or otherwise, and whether pursuant to the Developer Agreements, applicable Trust Indentures or any other agreement, to the Developer and relating in any way to the Project or the Bonds. Accordingly, the Developer hereby acknowledges receipt of all payments due and owing for work product, infrastructure, or land conveyance, or any other amount owed relating in any way to the Project or Bonds; certifies that there are no outstanding requests for payment and that there is no disagreement as to the appropriateness of any such payments; and further waives and releases any claim, entitlement, or right it presently has or may have in the future to any additional payment of amounts due and owing related to the Project or Bonds.

In consideration therefor, the District does hereby release, release, remit, acquit, and forever discharge from any and all claims, demands, damages, attorney’s fees (including appellate attorney’s fees), costs, debts, actions, causes of action, and suits of any kind or nature whatsoever all claims it presently has or may have in the future against the Developer and its assigns, successors, predecessor and successor corporations, parent corporations, subsidiaries, affiliates, officers (past and present), employees (past and present), independent agents (past and present), agents (past and present, attorneys (past and present, partners (past and present), members (past and present), insurers (past and present), and any and all sureties and other insurers, on account of all damages, including compensatory, economic, non-economic, punitive, and all other damages, known and unknown, foreseen and unforeseen, and any and all rights, claims and demands of whatsoever kind or nature, in law or in equity, which it ever had, now have or may hereafter acquire against such parties arising out of or with respect to the construction, implementation, equipping, ownership and operation of the Project, or any portions thereof, and any of the Developer Agreements. The District further agrees that the Developer has satisfied any and all Contribution Requirements.

3. ASSESSMENTS AND TRUE-UP PAYMENTS. Nothing in this Mutual Release shall be construed to waive or otherwise apply to the Developer’s obligation to pay assessments owed to the District and levied on lands owned by the Developer, or to waive or otherwise apply to any true-up obligations.

4. EFFECTIVE DATE. The releases contained herein shall take effect upon execution of this Release.

WHEREFORE, the parties below execute this Release to be effective as of the __ day of _____, 2023.

**BEAUMONT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

KLP VILLAGES LLC

By: _____
Its: _____

**MUTUAL RELEASE
(COMMERCIAL DEVELOPER)**

This Mutual Release (“**Release**”) is made and entered into by and between:

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Wildwood, Florida (“**District**”); and

KLP BEAUMONT COMMERCIAL LLC, a Florida limited liability company, with a mailing address of 105 NE 1st Street, Delray Beach, Florida 33444 (“**Developer**”).

RECITALS

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

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the primary developer of certain lands within the boundaries of the District known as Assessment Area Two; and

WHEREAS, on February 7, 2019, the District issued its \$7,100,000 Special Assessment Bonds, Series 2019 (Assessment Area Two – Commercial Project) (“**2019 Bonds**”), to finance a portion of its “**Assessment Area Two Project**,” and

WHEREAS, the Assessment Area Two Project (“**Project**”) is described in the *Revised Engineer’s Report for the Beaumont Community Development District (Residential Project) and (Commercial Project)*, dated September 12, 2018, as revised December 11, 2018 (“**Engineer’s Report**”); and

WHEREAS, in connection with the 2019 Bonds, the District entered into certain agreements with the Developer, including the *Completion Agreement (Commercial Project)*, *Collateral Assignment (Commercial Project)*, and *Acquisition Agreement (Commercial Project)*, in each case dated February 7, 2019 (collectively, “**Developer CDD Agreements**”); and

WHEREAS, the District is in the process of declaring the Project complete, and the parties desire to provide mutual releases relating thereto.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

1. RECITALS. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. MUTUAL RELEASES. The Developer and District hereby agree that the Developer has been paid in full for any amounts owed in connection with the Project, and that there are no amounts of any kind due now or in the future, whether as construction proceeds, deferred costs, or otherwise, and whether pursuant to the Developer Agreements, applicable Trust Indentures or any other agreement, to the Developer and relating in any way to the Project or the Bonds. Accordingly, the Developer hereby acknowledges receipt of all payments due and owing for work product, infrastructure, or land conveyance, or any other amount owed relating in any way to the Project or Bonds; certifies that there are no outstanding requests for payment and that there is no disagreement as to the appropriateness of any such payments; and further waives and releases any claim, entitlement, or right it presently has or may have in the future to any additional payment of amounts due and owing related to the Project or Bonds.

In consideration therefor, the District does hereby release, release, remit, acquit, and forever discharge from any and all claims, demands, damages, attorney's fees (including appellate attorney's fees), costs, debts, actions, causes of action, and suits of any kind or nature whatsoever all claims it presently has or may have in the future against the Developer and its assigns, successors, predecessor and successor corporations, parent corporations, subsidiaries, affiliates, officers (past and present), employees (past and present), independent agents (past and present), agents (past and present, attorneys (past and present, partners (past and present), members (past and present), insurers (past and present), and any and all sureties and other insurers, on account of all damages, including compensatory, economic, non-economic, punitive, and all other damages, known and unknown, foreseen and unforeseen, and any and all rights, claims and demands of whatsoever kind or nature, in law or in equity, which it ever had, now have or may hereafter acquire against such parties arising out of or with respect to the construction, implementation, equipping, ownership and operation of the Project, or any portions thereof, and any of the Developer Agreements.

3. ASSESSMENTS AND TRUE-UP PAYMENTS. Nothing in this Mutual Release shall be construed to waive or otherwise apply to the Developer's obligation to pay assessments owed to the District and levied on lands owned by the Developer, or to waive or otherwise apply to any true-up obligations.

4. EFFECTIVE DATE. The releases contained herein shall take effect upon execution of this Release.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the parties below execute this Release to be effective as of the __ day of _____, 2023.

**BEAUMONT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

KLP BEAUMONT COMMERCIAL LLC

By: _____
Its: _____

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

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**BEAUMONT COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019A-1
(ASSESSMENT AREA ONE – RESIDENTIAL PROJECT)**

The undersigned, an Responsible Officer of Beaumont Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the Issuer and Regions Bank, as trustee (the "Trustee"), dated as of January 1, 2019, as supplemented by that certain First Supplemental Trust Indenture, dated as of January 1, 2019 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **1**

(B) Name of Payee Pursuant to Acquisition Agreement:

(C) Amount Payable: \$ _____

Note that the amount of this requisition is equal to the balance of the Series 2019A-1 Acquisition and Construction Account. To the extent that additional monies are released into the Series 2019A-1 Acquisition and Construction Account, the Trustee is directed to may payment of any remaining amounts owed by the District for the Funds Advanced By Developer, as further detailed below, up to the full amount of \$674,220.68, and without further action by the District.

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state costs of issuance, if applicable):
The Advanced Funds Pursuant to the Acquisition Agreement were in the amount of \$957,928.58. Resolution # _____, attached hereto as Exhibit A, identifies a contribution to the District in the amount of \$283,707.90, which left an unpaid balance of \$674,220.68. The above-referenced amount payable is to be applied to the unpaid balance of \$674,220.68.

EVENT	AMOUNT
Advanced Funding	\$957,928.58
LESS Amount Used Towards Contribution as Reflected in District Resolution 2023-__	<u>-\$283,707.90</u>
BALANCE Owed After Contribution	\$674,220.68

(E) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2019A-1 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer,

OR

this requisition is for costs of issuance payable from the Acquisition and Construction Fund that has not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

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

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

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

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

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Officer

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

If this requisition is for a disbursement from other than the costs of issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

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BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

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ASSIGNMENT OF CONTRACTOR AGREEMENT
[BEAUMONT COMMERCIAL PROJECT]

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, KLP Beaumont Commercial LLC ("**Assignor**") does hereby transfer, assign and convey unto Beaumont Community Development District ("**District**" or "**Assignee**"), all of the rights, interests, benefits and privileges of Assignor under that certain *Contractor Agreement*, dated August 1, 2023 ("**Agreement**"), by and between Assignor and Hughes Brothers Construction Inc. ("**Contractor**"), providing for certain construction services related to the project known and identified as "Beaumont Extras" ("**Project**").

Assignee does hereby assume all obligations of Assignor under the Agreement arising or accruing after the date hereof, including the obligations for Pay Applications # 1 -4. Contractor hereby consents to the assignment of the Agreement and all of Assignor's rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in **Exhibit "A"** hereto are incorporated in and made a part of the Agreement. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Agreement, as amended and assigned, and **Exhibit "A,"** the terms and conditions of **Exhibit "A"** shall prevail. Developer represents that the contract was publicly and competitively bid, and that the pricing is fair and reasonable, and consistent with market conditions. Further, Developer agrees to indemnify and defend the District in connection with any claims arising from the procurement process and assignment of the construction contract.

Executed in multiple counterparts to be effective the ____ day of _____, 2023.

HUGHES BROTHERS CONSTRUCTION INC.

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: Chairperson

KLP BEAUMONT COMMERCIAL LLC

By: _____
Printed Name: _____
Title: Authorized Signatory

EXHIBIT A

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)
[BEAUMONT COMMERCIAL PROJECT]**

1. ASSIGNMENT. This Addendum applies to that certain *Contractor Agreement*, dated August 1, 2023 (“**Contract**”) between the Beaumont Community Development District (“**District**”) and Hughes Brothers Construction Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. The Contractor Agreement was assigned when the project was nearly complete, and therefore a payment and performance bond was not available. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project.

3. INSURANCE. In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

5. INDEMNIFICATION. Contractor’s indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor’s obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

6. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.

- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

7. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.

8. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of

allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. NOTICES. Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

District: Beaumont Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
101 W. College Ave
Tallahassee, Florida 32301
Attn: District Counsel

10. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

11. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

12. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

13. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

14. CONFIDENTIALITY. Given the District's status as a public entity, Section 20 of the Agreement does not apply to the Contract as it relates to the District and on a going forward basis.

15. THIRD PARTY BENEFICIARY/ENFORCEMENT RIGHTS. The Parties agree that KLP Beaumont Commercial LLC shall retain the right to enforce the Contract for any claims relating to the payment of subcontractors and materialmen which were due and owing prior to the assignment of the Contract.

16. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

HUGHES BROTHERS CONSTRUCTION INC.

Witness

By: _____
Its: _____

Print Name of Witness

**BEAUMONT COMMUNITY
DEVELOPMENT DISTRICT**

Witness

By:
Its: Chairperson

Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement

EXHIBIT A

SCRUTINIZED COMPANIES STATEMENT

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

1. This sworn statement is submitted to Beaumont Community Development District

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "**Prohibited Criteria**"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

Signature by authorized representative of Contractor

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as _____ of Hughes Brothers Construction Inc. S/He is personally known to me or produced _____ as identification.

(Official Notary Seal)

Name: _____

EXHIBIT B

PUBLIC ENTITY CRIMES STATEMENT

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

1. This sworn statement is submitted to Beaumont Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for Hughes Brothers Construction Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is _____

-
4. Contractor's Federal Employer Identification Number (FEIN) is _____

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

___ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this ____ day of _____, 2023.

Contractor: _____

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ S/He [____] is personally known to me or [____] produced _____ as identification.

(Official Notary Seal)

Name: _____

EXHIBIT C

**BEAUMONT COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
_____ Dollars
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2023.

Contractor: _____

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ S/He [] is personally known to me or [] produced _____ as identification.

(Official Notary Seal)

Name: _____

**BEAUMONT COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
		\$	\$
Project Total			\$

Dated this ____ day of _____, 2023.

Contractor: _____

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ S/He [____] is personally known to me or [____] produced _____ as identification.

(Official Notary Seal)

Name: _____

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

9

KOLTERLAND

Contractor Agreement

Effective Date:	August 1, 2023		
Owner:	Full Legal Company Name: KLP Beaumont Commercial LLC		
	Address: 14025 Riveredge Drive, Suite 175		Phone: 813-615-1244
	City: Tampa		Fax: 813-615-1461
	State: FL	Zip: 33637	Email: jcurtis@kolter.com
	Authorized Representative: John Curtis		Cell Phone: 352-281-1862
Contractor:	Full Legal Company Name: Hughes Brothers Construction, Inc.		
	Vendor Number: Click here to enter text.		
	Contractor State License No.: Click here to enter text.		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: 30-0715911		
	Address: 948 Walker Road		Phone: 352-399-6829
	City: Wildwood		Fax: 352-399-6830
	State: Florida	Zip: 34785	Email: Click here to enter text.
	Authorized Representative: Click here to enter text.		Cell Phone: Click here to enter text.
Project:	Beaumont Extras		
Project HOA Entity:	Full Legal Company Name: Click here to enter text.		
Project Location:	County: Sumter	State: Florida	Zip: Click here to enter text.

CONTRACTOR shall comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to anti-bribery and anti-corruption, including without limitation the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010, each as amended (the "Relevant Requirements"). At any time when requested by the Owner, Contractor shall certify in writing that Contractor is and at all times has been in compliance with all Relevant Requirements. The Owner may terminate this Agreement immediately by giving written notice to Contract if Contractor is, or Owner reasonably suspects that Contractor, is not in compliance with the Relevant Requirements.

- Parties; Effective Date.** This Contractor Agreement ("Agreement") is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the "Parties".

Purpose of Agreement.

- 1.1 This Agreement sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the "Work") to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the "Materials and Labor") included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.
- 1.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. Agreement Documents.

- 2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b) Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "Agreement Documents"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Trade Specific Scope of Work; Exhibit B – General Conditions; Exhibit C – Site Safety Rules; Exhibit D – Emergency Action Plan; Exhibit E – Insurance Requirements;; Exhibit F – Partial Waiver & Release of Lien; and Exhibit G – Final Waiver & Release of Lien.

- 2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**

3. Ordering Process.

- 3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.
- 3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner)

identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "Contractor's Agents"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "Applicable Laws"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply. Nothing herein shall be deemed to be a waiver or modification of the Owner's implied warranty of constructability of the Specifications and related documents and information for the Project.

- 3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 3.4 During the term of this Agreement, Owner may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- 3.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.

4. **Initiation of Work.**

- 4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.
- 4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. All permits required for Contractor to perform Work shall be paid for by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.

- 4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.
- 4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:
- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
 - (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
 - (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
 - (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
 - (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.
- 4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

5. Performance and Progress of Work.

- 5.1 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised

Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

- 5.2 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- 5.3 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.
- 5.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.
- 5.5 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. Notwithstanding anything herein to the contrary, if Contractor's purchase of materials or equipment is delayed because of: (1) delayed commencement for any reason

whatsoever; (2) acts or omissions of the Owner or engineer; (3) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the Contract Time; (4) hazardous materials, concealed or unknown conditions; (5) delays pending dispute resolution or suspension of the Work by the Owner; (6) Force Majeure Events (as defined below); (7) or for any reason beyond the Contractor's control, the Owner shall modify the Contract increasing the Contract Sum in the amount commensurate with any actual, direct, and documented increase in material costs, dollar for dollar, because of such delays or events. The Contractor's fee shall not be increased because of such cost increases.

Notwithstanding anything in the Agreement to the contrary, the term "Force Majeure Event" means, without limitation, an act of God, fire, tornado, hurricane, flood, earthquake, explosion, war, act of terrorism, civil disturbance, labor strikes, an unusually severe storm, government shutdown or interference, pandemic, endemic, epidemic, or any other unavoidable casualty beyond the Contractor's control

The Contractor estimated the Contract Sum on the material costs at the time of negotiation and/or its submission of the bid/proposal. Because the Work may not commence immediately and the materials may not be ordered for months, the Contractor cannot predict or estimate increases in the cost of materials that may occur prior to commencement or during the progress of the Work. If the cost of materials for any scheduled item of Work increases, Contractor shall notify Owner and provide documentation supporting the price increase in materials, and the Owner shall modify the Contract increasing the Contract Sum in the amount commensurate with any actual, direct, and documented increase in material costs, dollar for dollar. The Contractor's fee shall not be increased because of such cost increases.

- 5.6 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. Subject to Section 5.5, the giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.
- 5.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.
- 5.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction

Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. Subject to Section 5.5, however, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

- (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

5.9 Should Contractor fail to perform any of its obligations as provided in this Section 6, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

- (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$500.00 per day.
- (b) Should Contractor fail to perform as outlined in this section 6, the Liquidated Damage Amount shall be \$500.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

6. Receipt and Protection of Materials; Protection of Work.

- 6.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.
- 6.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.
- 6.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.

- 6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.
- 6.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.
- 6.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.
- 7. Quality, Inspection and Correction of Work.**
- 7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.
- 7.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.
- 7.3 Contractor shall promptly correct all Work which Owner, in its reasonable discretion, deems to be deficient or defective, and failing to conform to this Agreement and Contract, and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.
- 7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.
- 8. Labor Matters.**

- 8.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.
- 8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

9. General Environmental Compliance

- 9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- 9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- 9.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.

9.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

10. Storm Water Management.

10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all

times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

- 10.5** Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.
- 10.6** Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 10.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 10.1.
- 11. Liens/Waiver of Liens**
- 11.1** Provided the Owner has paid Contractor on account of its Work, Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.
- 11.2** Failure to comply with the requirements of Section 11.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed and the Costs thereof shall become immediately due and payable by Contractor to Owner.
- 11.3** INTENTIONALLY OMITTED.
- 11.4** If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper,

Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

- 11.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
- (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.
- (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

Warranties; Warranty Work and Performance Standards.

- 11.7 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all of this Agreement and Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 11.8 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 11.9 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 72 hours after notice to do so, or within 24 hours after notice in the event of any emergency. Owner, in its reasonable discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been

permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

- 11.10** If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.
- 12. Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.
- 13. Relationship Management.**
- 13.1** Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.
- 13.2** Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.
- 13.3** Contractor shall maintain electronic communications with Owner via e-mail .
- 13.4** Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.
- 13.5** Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

- 13.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.
14. **Goals, Continuous Improvement and Quality.**
- 14.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.
- 14.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.
- 14.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.
15. **Prices and Payment.**
- 15.1 Contractor will perform Work at the Work Prices. Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner.
- 15.2 Owner shall designate the methodology for payment to Contractor.
- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof.
- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
- (c) The Owner is entitled to retain five percent (5%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contractor at the time of final payment.

- 15.3** As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.
- 15.4** No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 15.5** Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 15.6** In the event Contractor fails to perform its Work in accordance with this Agreement, Owner shall, subject to the notice to cure and commence to cure provisions here, have the right to stop payments on account of affected Work only until such time as Owner can reasonably ascertain its damages and Costs resulting therefrom, at which time Owner is authorized to deduct all reasonable Costs related thereto from any monies owed Contractor under this Agreement. In no event shall Owner be entitled to withhold any undisputed payments due to Contractor, nor shall Contractor stop work on account of nonpayment of a disputed amount.
- 15.7** INTENTIONALLY OMITTED.
- 15.8** INTENTIONALLY OMITTED.
- 15.9** It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.
- 15.10** Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 15.11** Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 15.12** Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set

forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.

- 15.13** Any and all claims for time or money must be presented to Owner, in writing, within 10 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 10 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 15.14** Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 15.15** INTENTIONALLY OMITTED.
- 15.16** Contractor and Owner waive against the other any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits, and loss of bonding capacity.
- 16. Inspections and Reviews.** Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.
- 17. Indemnification.**

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship (including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made

against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

- 17.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 17.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 17.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

18. **Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days **before** starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.

18.1 Insurance and Indemnity of Contractor's Agent(s).

- (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
- (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver

shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

18.2 Miscellaneous Insurance Provisions.

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

18.3 Compliance with this Section.

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.

19. Confidentiality. During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

20. Term and Termination.

20.1 This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

- 20.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.
- 20.3 Owner shall have the right to terminate this Agreement with or without cause, subject to the cure and commence to cure notices contemplated herein. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.
- 20.4 In the event that Owner terminates this Agreement for cause, Owner may, after giving Contractor notice of default and 48 hours within which to commence to cure, have the right to exercise any one or more of the following remedies:
- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
 - (b) Owner may deduct the costs of completing the remaining work from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;
 - (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, all direct damages, any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder, Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default;
 - (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
 - (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.

- 20.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 20.6 If Contractor neglects to perform the Work in accordance with the Agreement and fails within 48 hours from the date of written notice from Owner to commence to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- 20.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.
- 20.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.
21. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner or Contractor be liable to the other in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential (except that Contractor may be liable for liquidated damages hereunder), incidental or punitive damages, even if the other has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.
22. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
23. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
24. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
25. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release,

public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.

26. General Terms.

- 26.1** Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due. No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
- 26.2** Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 26.3** All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 26.4** The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 26.5** This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.
- 26.6** Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 26.7** Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 26.8** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 26.9** Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.

- 26.10 Neither party may assign this Agreement**, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 26.11 FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**
- 26.12 Choice of Law, Arbitration and Venue**
- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
 - b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
 - c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.
 - d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
 - e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
 - f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
 - g) **THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO**

A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.

- h) Discovery in any arbitration hereunder shall be limited to the following:
- i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
 - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
 - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
 - iv. The deposition of any experts that intend to testify at the arbitration hearing;
 - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
 - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
 - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

[Signature Page Follows]

AGREED AND ACCEPTED:

Owner: KLP Beaumont Commercial LLC

By: 
(signature)

Name: James P. Harvey
(printed)

Title: Authorized Signatory

Date: 8-4-2023

Contractor: Hughes Brothers Construction, Inc.

By: 
(signature)

Name: Chad Hughes
(printed)

Title: President

Date: 8/2/23

Exhibit A

TRADE SPECIFIC SCOPE OF WORK

**Beaumont Extras
Walk Thru Proposal**

PROJECT: Kolter Extras - Beaumont
DATE: 7/17/2023
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830



DIRECTED TO: Beaumont Commercial
 14025 Riveredge Drive Suite 175
 Tampa FL 33637

ATTN: John Curtis

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	Beaumont Walk Thru				
	Spanish Harbor Punchlist				
New	Mobilization & Maintenance of Traffic	1.00	LS	\$ 3,200.00	\$ 3,200.00
New	R&R Sidewalk	1,740.00	SF	\$ 18.60	\$ 32,364.00
New	R&R Miami Curb	42.00	LF	\$ 54.00	\$ 2,268.00
New	Handicap Ramps w/ ADA Mats	9.00	EA	\$ 1,980.00	\$ 17,820.00
New	Missing Sidewalk	340.00	SF	\$ 9.00	\$ 3,060.00
New	Service Crew w/ Crew Truck	6.00	HR	\$ 233.45	\$ 1,400.70
New	Sweeper 4 Wheel Broom w/ Operator	2.00	HR	\$ 89.20	\$ 178.40
	Subtotal Spanish Harbor Punchlist				\$ 60,291.10
	Commercial Punch List				
New	Mobilization & Maintenance of Traffic	1.00	LS	\$ 3,200.00	\$ 3,200.00
New	R+R Sidewalk	335.00	SF	\$ 18.60	\$ 6,231.00
New	R+R Miami Curb	30.00	LF	\$ 54.00	\$ 1,620.00
New	Handicap Ramps w/ ADA Mats	3.00	EA	\$ 1,980.00	\$ 5,940.00
New	Service Crew w/ Truck	6.00	HR	\$ 233.45	\$ 1,400.70
New	Sweeper 4 Wheel Broom w/ Operator	2.00	HR	\$ 89.20	\$ 178.40
New	3/4" Type SP-9.5 Asphalt Top Lift	8,256.00	SY	\$ 15.40	\$ 127,142.40
New	Striping	1.00	LS	\$ 9,096.00	\$ 9,096.00
	Subtotal Commercial Punch List				\$ 154,808.50
	TOTAL				\$ 215,099.60

Note: This proposal includes punch list repairs for Beaumont completion. Quantities are estimated based on walk thru and will be verified in field once work is complete. Any quantities above estimated will be billed additional at unit price. Please note that Phases 1-3 punch list does not include Stokes Way flatwork repairs/paving (to be performed at later date once home building is complete).

APPROVED BY:

Owner's Representative

Printed Name

Date

Exhibit B

GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("BMPs") (collectively "Site Requirements").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result in the discharge of

hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.
- F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.
- G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back

charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.

- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.
- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or

less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.

- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**
- O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
a. Contractor's personnel shall not remove protective devices (if applicable).
b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.
- Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite

protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.

- R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.

- S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.

- T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.

- U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.

- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts.

Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.

- W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
- X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

2. Job Conduct.

- A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct

himself or herself in a proper manner, as determined by Owner, in its sole discretion.

- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:
- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
 - b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
 - c. Contractor will assist Owner in complying with the OSHA Regulations.
 - d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the

possible exposure to such chemicals, and deliver a material safety data sheet to Owner.

- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.
- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
 2. No loud radios, music, or unnecessary noise on the site.
 3. No distraction of fellow workers.
 4. No alcohol or drugs on the site.
 5. No weapons of any kind on the site.
 6. No profanity or discourteous conduct on the site.
 7. No horseplay or fighting on the site.
 8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
 9. No unauthorized vehicles or parking in any production area.
 10. No entry into an active blasting or barricaded area during active operations.
 11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

Exhibit C

SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

- 7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.
- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

Exhibit D

EMERGENCY ACTION PLAN

Exhibit E

INSURANCE REQUIREMENTS

KLP Beaumont Commercial 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 KLP Beaumont Commercial LLC (“**Owner**”) and Contractor (all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a \$500 service credit may be applicable.

Evidence of Insurance Required:

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is \$50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (04 13) and CG2037 (04 13) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions (“SIR”) and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

(1) Kolter Group Acquisitions LLC, (2) KLP Beaumont Commercial LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG 2010 (04 13) or its equivalent) for the General Liability policy, see example attached. **BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSUREDS 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 INSUREDS.**

GENERAL LIABILITY

The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is **Primary and Non-Contributory**. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

- (a) Premises or ongoing operations;

- (b) Products and completed operations, which shall:
 - i. cover materials designed, furnished and/or modified in any way by Contractor;
 - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
 - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") cannot fulfill the requirement for CGL coverage under the Agreement.

AUTOMOBILE INSURANCE

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

(j) **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Project HOA Entity (if applicable) and their Affiliates.

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).
- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

UMBRELLA OR EXCESS INSURANCE

If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

PROFESSIONAL LIABILITY INSURANCE

~~With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have \$2,000,000 each claim and a \$3,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.~~

26.13 CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

- (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
- (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
- (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
- (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"
- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG2010 (04 13) Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and CG2037 (04 13), or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG2037 (04 13), will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of

Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

- (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
- (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
- (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
- (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
- (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)

COMMERCIAL GENERAL LIABILITY

26.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(1) ADDITIONAL INSURED – OWNERS, LESSEES OR

CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

26.15 Kolter Group Acquisitions LLC &

26.16 KLP Beaumont Commercial LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Exhibit F
WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

KLP Beaumont Commercial LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

The undersigned lienor, in consideration of the sum of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through _____ (date) on the job of _____ for KLP Beaumont Commercial LLC.

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

IN WITNESS WHEREOF, the undersigned has executed this Waiver and Release of Lien Upon Progress Payment (or caused the same to be executed in its name) this ____ day of _____, 20____.

HUGHES BROTHERS CONSTRUCTION, INC.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__ by _____, as _____ of _____, on behalf of said company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

**Exhibit G
WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

KLP Beaumont Commercial LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

The undersigned lienor, in consideration of the final payment in the amount of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished on the job of _____ for KLP Beaumont Commercial LLC.

IN WITNESS WHEREOF, the undersigned has executed this Waiver and Release of Lien Upon Final Payment (or caused the same to be executed in its name) this _____ day of _____, 20____.

HUGHES BROTHERS CONSTRUCTION, INC.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20__ by _____, as _____ of _____, on behalf of said company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: KLP Beaumont Commercial LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637	PROJECT: KLP Beaumont Commercial LLC #KolterExtras	APPLICATION NO.: 1 APPLICATION DATE: 8/25/2023 PAY PERIOD: 8/1/23 - 8/31/23 CONTRACT DATE: 8/1/2023	DISTRIBUTION TO: <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR: Hughes Brothers Construction, Inc. 948 Walker Rd. Wildwood, Florida 34785 352-399-6829	VIA ENGINEER: Morris Engineering & Consulting, LLC 6997 Professional Parkway East, Suite B Sarasota, FL 34240 941-444-6644		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

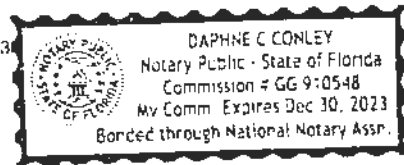
1. ORIGINAL CONTRACT SUM	\$	215,099.60
2. Net change by Change Orders (0 Total to Date)	\$	-
3. Contract Sum To Date (Line 1+2)	\$	215,099.60
4. TOTAL COMPLETED AND STORED TO DATE	\$	78,861.20
(Column G on individual sheets)		
5. RETAINAGE:		
a. 5% of completed work	\$	3,943.06
b. Retainage released to date	\$	-
c. Net retainage held to date	\$	3,943.06
6. TOTAL EARNED LESS RETAINAGE	\$	74,918.14
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS PAYMENTS	\$	-
(Line 6 from prior Application)		
8. CURRENT PAYMENT DUE	\$	74,918.14
9. BALANCE TO FINISH, INCL. RETAINAGE	\$	140,181.46
(Line 3 less Line 6)		

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

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

CONTRACTOR: Hughes Brothers Construction, Inc.
 By: Tom Davis Date: 8-25-2023
 Project Manager

State of : FLORIDA
 County of : SUMTER
 Subscribed and sworn to before me
 this 25 day of August, 2023



Notary Public : Daphne C Conley
 My Commission expires 12-30-23

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED _____ **Date:** _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer : _____ **Date:** _____

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete in Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
Spanish Harbor Punchlist												
NEW	Mobilization & Maintenance of Traffic	1.00	LS	\$ 3,200.00	\$ 3,200.00	0	\$ -	1	\$ 3,200.00	1	\$ 3,200.00	100.00%
NEW	R+R Sidewalk	1,740.00	SF	\$ 18.60	\$ 32,364.00	0	\$ -	1740	\$ 32,364.00	1740	\$ 32,364.00	100.00%
NEW	R+R Miami Curb	42.00	LF	\$ 54.00	\$ 2,268.00	0	\$ -	42	\$ 2,268.00	42	\$ 2,268.00	100.00%
NEW	Handicap Ramps w/ ADA Mats	9.00	EA	\$ 1,980.00	\$ 17,820.00	0	\$ -	9	\$ 17,820.00	9	\$ 17,820.00	100.00%
NEW	Missing Sidewalk	340.00	SF	\$ 9.00	\$ 3,060.00	0	\$ -	340	\$ 3,060.00	340	\$ 3,060.00	100.00%
NEW	Service Crew w/ Truck	6.00	HR	\$ 233.45	\$ 1,400.70	0	\$ -	6	\$ 1,400.70	6	\$ 1,400.70	100.00%
NEW	Sweeper 4 Wheel Broom w/ Operator	2.00	HR	\$ 89.20	\$ 178.40	0	\$ -	2	\$ 178.40	2	\$ 178.40	100.00%
SUBTOTAL SPANISH HARBOR PUNCHLIST					\$ 60,291.10		\$ -		\$ 60,291.10		\$ 60,291.10	
Commercial Punchlist												
NEW	Mobilization & Maintenance of Traffic	1.00	LS	\$ 3,200.00	\$ 3,200.00	0	\$ -	1	\$ 3,200.00	1	\$ 3,200.00	100.00%
NEW	R+R Sidewalk	335.00	SF	\$ 18.60	\$ 6,231.00	0	\$ -	335	\$ 6,231.00	335	\$ 6,231.00	100.00%
NEW	R+R Miami Curb	30.00	LF	\$ 54.00	\$ 1,620.00	0	\$ -	30	\$ 1,620.00	30	\$ 1,620.00	100.00%
NEW	Handicap Ramps w/ ADA Mats	3.00	EA	\$ 1,980.00	\$ 5,940.00	0	\$ -	3	\$ 5,940.00	3	\$ 5,940.00	100.00%
NEW	Service Crew w/ Truck	6.00	HR	\$ 233.45	\$ 1,400.70	0	\$ -	6	\$ 1,400.70	6	\$ 1,400.70	100.00%
NEW	Sweeper 4 Wheel Broom w/ Operator	2.00	HR	\$ 89.20	\$ 178.40	0	\$ -	2	\$ 178.40	2	\$ 178.40	100.00%
NEW	3/4" Type SP-9 5 Asphalt Top Lift	8,256.00	SY	\$ 15.40	\$ 127,142.40	0	\$ -	0	\$ -	0	\$ -	0.00%
NEW	Striping	1.00	LS	\$ 9,096.00	\$ 9,096.00	0	\$ -	0	\$ -	0	\$ -	0.00%
SUBTOTAL COMMERCIAL PUNCHLIST					\$ 154,808.50		\$ -		\$ 18,570.10		\$ 18,570.10	
GRAND TOTAL BEAUMONT COMMERCIAL PUNCHLIST					\$ 215,099.60		\$ -		\$ 78,861.20		\$ 78,861.20	

WAIVER AND PARTIAL RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 74,918.14 ,
hereby waives and releases its lien and right to claim for labor, services, or materials
furnished through August 31st , 2023,
to KLP Beaumont Commercial LLC,
on the job of KLP Beaumont Commercial LLC,

to the following property:

Beaumont Extras 4822 CR 466A Parcel No: G04N001-262 (G04N001) Section 4 Twp 19S Rge 23E (see attached legal) Wildwood (Sumter Co) FL

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

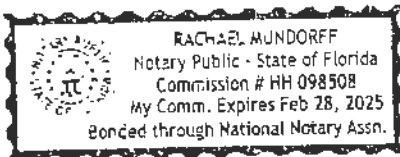
Dated on: 8/25/23 , 2023.

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

By: [Signature]
Name: Chad Hughes
Title: President

STATE OF Florida
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 25th day of August 2023 by Chad Hughes, President of Hughes Brothers Construction, Inc., on behalf of the corporation. He (she) is personally known to me or has produced _____ as identification.



[Signature]
Notary Public Signature
Rachael Mundorff
(Name typed, printed or stamped)
My Commission Expires: 2/28/25

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

10A

This instrument was prepared by:

Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 27th day of September, 2023, by and among **KLP VILLAGES LLC**, a Florida limited liability company ("**Developer**" and "**Grantor**"), whose mailing address is 270 W. Plant Street, Suite 340, Winter Garden, Florida 34787, and **BEAUMONT COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(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 considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby remise, release and quitclaim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, and more particularly below ("**Property**"):

Tracts A-4, A-5 (District Right-of-Way) and D-8 (Sidewalk, Landscape, Drainage, Access and Irrigation), as identified on the plat entitled, "BEAUMONT PHASE 2 & 3" and recorded in the Public Records of Sumter County, Florida at Plat Book 19, Pages 45-45F.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.


RESERVATION OF EASEMENT

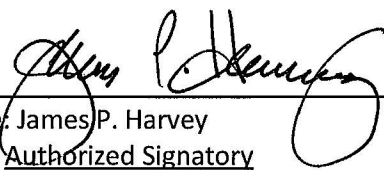
Developer hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Developer and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, which shall be conveyed upon completion by separate instrument, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Developer's reservation of rights hereunder shall not be deemed to impose any obligations on Developer to maintain, repair or replace any part of the Property or improvements located thereon.


IN WITNESS WHEREOF, Developer has caused these presents to be executed on the day and year first above written.

WITNESS

KLP VILLAGES LLC

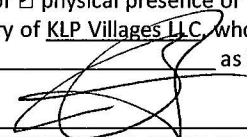
By: 
Name: Andrew Hill
Address: 14025 Riveredge Dr., #175, Tampa, FL

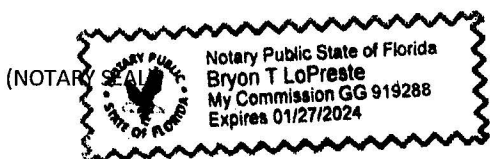
By: 
Name: James P. Harvey
Title: Authorized Signatory

By: 
Name: Bryon T. LoPreste
Address: 14025 Riveredge Dr., #175, Tampa, FL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27th day of September, 2023, by James P. Harvey, as Authorized Signatory of KLP Villages LLC, 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)

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.

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

10B

This instrument was prepared by:

(This space reserved for Clerk)

Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

EASEMENT

THIS EASEMENT ("Easement") is made as of the 27th day of September, 2023, by and among **KLP VILLAGES LLC**, a Florida limited liability company ("**Developer**" or "**Grantor**"), whose mailing address is 105 NE 1st Street, Delray Beach, Florida 33444, and **BEAUMONT COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(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 considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby remise, release and quitclaim unto the Grantee forever, non-exclusive perpetual easements over, under and within the property ("**Easement Areas**") identified below, and for purposes of ingress and egress, stormwater drainage, and for the installation, construction, acquisition, ownership, operation, maintenance, repair and replacement of District improvements:

All "Drainage, Maintenance and Access Easements," "Landscape, Irrigation and Wall/Fence Easements," "Drainage Easements," "Utility and Public Access Easements," "Ingress & Egress Easements," "Landscape/Irrigation Easements," "Signage Easements," "Signage, Landscape & Irrigation Easements," and all other drainage easements as depicted on the plat entitled, *Beaumont Phase 1*, which is recorded in Plat Book 18, Pages 13-13Q, in the Official Records of Sumter County, Florida, for the purposes of installation, construction, operation, maintenance, repair and replacement of stormwater, landscape, hardscape and other District improvements.

All "Landscape, Irrigation and Wall/Fence Easements," "Ingress & Egress Easements," "Signage Easements," and all other drainage easements as depicted on the plat entitled *Sundance Extension East*, which is recorded in Plat Book 19, Pages 13-13A, in the Official Records of Sumter County, Florida, for the purposes of installation, construction, operation, maintenance, repair and replacement of stormwater, landscape, hardscape and other District improvements.

All "Landscape, Irrigation and Wall/Fence Easements," "Ingress & Egress Easements," "Signage Easements," "Signage, Landscape & Irrigation Easements," and all other drainage easements as depicted on the plat entitled *Sundance Extension West*, which is recorded in Plat Book 19, Pages 14-14A, in the Official Records of Sumter County, Florida, for the purposes of installation, construction, operation, maintenance, repair

and replacement of stormwater, landscape, hardscape and other District improvements.

All "Landscape Buffer," "Ingress & Egress Easements," "Drainage Maintenance and Access Easements," and all other drainage easements as depicted on the plat entitled *Beaumont Phase 2 & 3*, which is recorded in Plat Book 19, Pages 45-45F, in the Official Records of Sumter County, Florida, for the purposes of installation, construction, operation, maintenance, repair and replacement of stormwater, landscape, hardscape and other District improvements.

All "Ingress & Egress Easements," "Landscape/Irrigation Easement," "Signage Easement," "Landscape, Irrigation, and Wall/Fence Easement," "Access Easement (Nonexclusive Access, Utility, and Stormwater Drainage Easement)," and all other drainage easements as depicted on the plat entitled *Beaumont Lots 421 and 422*, which is recorded in Plat Book 20, Pages 12-12A, in the Official Records of Sumter County, Florida, for the purposes of installation, construction, operation, maintenance, repair and replacement of stormwater, landscape, hardscape and other District improvements.

This Easement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and shall run with the lands, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Areas. A default by any party under this Easement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance. In the event that either party seeks to enforce this Easement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings. This Easement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the Grantee is located.

[SIGNATURE PAGE TO EASEMENT]

IN WITNESS WHEREOF, Developer has caused these presents to be executed on the day and year first above written.

WITNESS

KLP VILLAGES LLC

By: [Signature]
Name: Andrew Hill

By: [Signature]
Name: James P. Harvey
Title: Authorized Signatory

By: [Signature]
Name: Bryon T. LoPreste

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27th day of September, 2023, by James P. Harvey, as Authorized Signatory of KLP Villages, LLC, 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

(NOTARY SEAL)



Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

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.

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2023**

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2023**

	General Fund	Special Revenue Fund - Single Family	Special Revenue Fund - Town Home	Debt Service Fund Series 2019	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Capital Projects Fund Series 2019	Capital Projects Fund Series 2019A-2	Total Governmental Funds
ASSETS									
Cash	\$ 282,646	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 282,646
Investments									
Revenue	-	-	-	226,790	340,225	-	-	-	567,015
Reserve	-	-	-	262,274	416,536	-	-	-	678,810
Prepayment	-	-	-	2,017	1,808	-	-	-	3,825
Construction	-	-	-	-	-	-	304,383	-	304,383
Interest	-	-	-	243	149	-	-	-	392
Sinking	-	-	-	36	28	-	-	-	64
Bond redemption	-	-	-	-	2,231	-	-	-	2,231
Due from Developer	29,132	-	-	-	-	-	-	31,460	60,592
Due from other	1,231	-	-	-	-	-	-	-	1,231
Due from general fund	-	-	105,171	-	-	-	-	-	105,171
Due from KLP Village	15,112	26,430	5,782	-	89,791	-	-	-	137,115
Due from SRF - single family	45,835	-	-	-	-	-	-	-	45,835
Due from SRF - townhome	-	3,166	-	-	-	-	-	-	3,166
Utility deposit	3,557	1,790	-	-	-	-	-	-	5,347
Prepaid expense	-	2,648	-	-	-	-	-	-	2,648
Total assets	<u>\$ 377,513</u>	<u>\$ 34,034</u>	<u>\$110,953</u>	<u>\$ 491,360</u>	<u>\$ 850,768</u>	<u>\$ -</u>	<u>\$ 304,383</u>	<u>\$31,460</u>	<u>\$ 2,200,471</u>
LIABILITIES									
Liabilities:									
Accounts payable	\$ 2,158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,158
Accounts payable - onsite	122	693	112	-	-	-	-	-	927
Due to other	-	-	7,108	-	-	-	3,386	-	10,494
Due to general fund	-	45,835	-	-	-	-	-	-	45,835
Due to SRF - single family	-	-	3,166	-	-	-	-	-	3,166
Due to SRF - town home	105,171	-	-	-	-	-	-	-	105,171
Due to KLP Beaumont commercial	-	-	-	1,311	-	-	-	-	1,311
Due to KLP Village	-	-	-	-	9,487	-	-	-	9,487
Contracts payable	-	-	-	-	-	-	3,000	34,760	37,760
Tax payable	31	-	-	-	-	-	-	-	31
Developer advance	30,000	-	-	-	-	-	-	-	30,000
Total liabilities	<u>137,482</u>	<u>46,528</u>	<u>10,386</u>	<u>1,311</u>	<u>9,487</u>	<u>-</u>	<u>6,386</u>	<u>34,760</u>	<u>246,340</u>
DEFERRED INFLOWS OF RESOURCES									
Unearned revenue	-	-	-	-	286	-	-	-	286
Deferred receipts	39,449	26,430	-	-	89,791	-	-	31,460	187,130
Total deferred inflows of resources	<u>39,449</u>	<u>26,430</u>	<u>-</u>	<u>-</u>	<u>90,077</u>	<u>-</u>	<u>-</u>	<u>31,460</u>	<u>187,416</u>
FUND BALANCES									
Assigned:									
Restricted for									
Debt service	-	-	-	490,049	751,204	-	-	-	1,241,253
Capital projects	-	-	-	-	-	-	297,997	(34,760)	263,237
Unassigned	200,582	(38,924)	100,567	-	-	-	-	-	262,225
Total fund balances	<u>200,582</u>	<u>(38,924)</u>	<u>100,567</u>	<u>490,049</u>	<u>751,204</u>	<u>-</u>	<u>297,997</u>	<u>(34,760)</u>	<u>1,766,715</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 377,513</u>	<u>\$ 34,034</u>	<u>\$110,953</u>	<u>\$ 491,360</u>	<u>\$ 850,768</u>	<u>\$ -</u>	<u>\$ 304,383</u>	<u>\$31,460</u>	<u>\$ 2,200,471</u>

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 367,934	\$ 357,562	103%
Landowner contribution	-	-	54,574	0%
Lot closing KLP Villages	7,196	47,252	-	N/A
Lot closing	-	7,473	-	N/A
Interest and miscellaneous	-	5,824	-	N/A
Total revenues	<u>7,196</u>	<u>428,483</u>	<u>412,136</u>	104%
Professional & administrative				
Supervisor fees	215	861	-	N/A
Management/accounting/recording	4,000	44,000	48,000	92%
Legal	2,158	8,746	25,000	35%
Engineering	-	-	3,500	0%
Audit	-	3,400	3,100	110%
Arbitrage rebate calculation	500	1,000	750	133%
Dissemination agent	83	917	1,000	92%
Trustee	-	7,000	10,500	67%
Telephone	17	183	200	92%
Postage	-	291	500	58%
Printing & binding	42	458	500	92%
Legal advertising	1,028	1,369	1,500	91%
Annual special district fee	-	175	175	100%
Insurance	-	7,680	8,500	90%
Contingencies/bank charges	-	244	500	49%
Website				
Hosting & maintenance	-	705	705	100%
ADA site compliance	-	210	210	100%
Tax collector	-	7,359	7,449	99%
Supplies	-	-	300	0%
Total professional & administrative	<u>8,043</u>	<u>84,598</u>	<u>112,389</u>	75%

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
Field operations (shared)				
Management	-	24,297	20,000	121%
Security amenity center	-	-	500	0%
Stormwater management				
Lake maintenance	825	9,075	10,000	91%
Preserve maintenance	-	-	3,500	0%
Streetlighting				
Maintenance contract	-	1,034	2,000	52%
Electricity	-	-	5,000	0%
Irrigation supply				
Maintenance contract	-	597	3,000	20%
Electricity	1,226	17,893	8,000	224%
Repairs and maintenance	-	2,728	2,500	109%
Monuments and street signage				
Repairs and maintenance	-	95	1,000	10%
Electricity	-	-	1,250	0%
Landscape maint. entries/buffers				
Maintenance contract	2,238	118,698	160,000	74%
Mulch	-	56,279	65,000	87%
Plant replacement	-	61,107	5,000	1222%
Tree treatment	-	-	8,500	0%
Contingencies	-	443	-	N/A
Irrigation repairs	-	-	2,000	0%
Fertilization & pest control	-	110	-	N/A
Roadway maintenance	-	950	2,500	38%
Hurricane - clean up	-	2,550	-	N/A
Total field operations	<u>4,289</u>	<u>295,856</u>	<u>299,750</u>	99%
Total expenditures	<u>12,332</u>	<u>380,454</u>	<u>412,139</u>	92%
Excess/(deficiency) of revenues over/(under) expenditures	(5,136)	48,029	(3)	
Fund balances - beginning	<u>205,718</u>	<u>152,553</u>	<u>25,402</u>	
Fund balances - ending	<u>\$ 200,582</u>	<u>\$ 200,582</u>	<u>\$ 25,399</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - SINGLE FAMILY PROGRAM
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 165,891	\$ 158,684	105%
Landowner contribution	-	-	61,672	0%
Lot closing	-	6,407	-	N/A
Lot closing KLP Villages	-	29,634	-	N/A
Interest and miscellaneous	-	-	500	0%
Total revenues	<u>-</u>	<u>201,932</u>	<u>220,856</u>	91%
 Single Family Program				
Management	-	-	33,000	0%
Lifestyles events	1,824	10,308	12,000	86%
Accounting	125	1,375	1,500	92%
Streetlighting electric	-	-	6,240	0%
Streetlighting maintenance	-	-	2,000	0%
Landscape maintenance	-	56,175	20,000	281%
Tree treatment	-	-	7,160	0%
Fertilization and pest control	-	220	-	N/A
Plant replacement	-	7,437	5,000	149%
Irrigation repairs	-	-	2,500	0%
Pool maintenance	3,250	16,281	13,500	121%
Gym equipment- PM	-	275	1,000	28%
Repairs and maintenance	-	649	7,500	9%
Electricity	819	8,891	15,000	59%
Gate electricity	290	6,738	-	N/A
Insurance	-	15,089	16,700	90%
Phone/cable/internet	788	8,153	6,000	136%
Sewer/ water/ propane	169	1,933	8,000	24%
Janitorial	-	-	35,000	0%
Pressure washing	-	4,995	5,000	100%
Security monitoring/gates	843	4,219	10,000	42%
Gate repairs and maintenance	-	1,691	3,500	48%
Security amenity center	-	5,061	-	N/A
Pest control	-	790	1,200	66%
Permits/licenses	-	-	750	0%
Holiday decorating	-	-	1,000	0%
Supplies	-	1,005	3,000	34%
Contingencies	-	-	1,000	0%
Hurricane - clean up	-	689	-	N/A
Total single family program	<u>8,108</u>	<u>151,974</u>	<u>217,550</u>	70%
 Other fees & charges				
Tax collector	-	3,317	3,306	100%
Total other fees & charges	<u>-</u>	<u>3,317</u>	<u>3,306</u>	100%
Total expenditures	<u>8,108</u>	<u>155,291</u>	<u>220,856</u>	70%
Excess/(deficiency) of revenues over/(under) expenditures	(8,108)	46,641	-	
Fund balances - beginning	(30,816)	(85,565)	5,226	
Fund balances - ending	<u>\$ (38,924)</u>	<u>\$ (38,924)</u>	<u>\$ 5,226</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET - TOWN HOME PROGRAM
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 71,877	\$ 68,044	106%
Landowner contribution	-	-	3,124	0%
Lot closing	8,009	25,805	-	N/A
Interest and miscellaneous	-	-	500	0%
Total revenues	<u>8,009</u>	<u>97,682</u>	<u>71,668</u>	136%
EXPENDITURES				
Town Home Program				
Accounting	63	687	750	92%
Streetlighting electricity	309	3,393	4,000	85%
Streetlighting maintenance	-	1,261	750	168%
Landscape maintenance	-	4,486	16,000	28%
Irrigation water	-	-	500	0%
Plant replacement	-	16,955	1,000	1696%
Irrigation repairs	-	714	1,000	71%
Pool maintenance	-	12,539	10,500	119%
Repairs and maintenance	-	701	2,000	35%
Electricity	300	3,579	5,000	72%
Insurance	-	2,711	3,000	90%
Bank fees	-	-	500	0%
Phone/cable/internet	203	2,283	2,000	114%
Water/sewer	112	1,544	2,000	77%
Janitorial	-	-	10,000	0%
ADA site compliance	-	-	2,000	0%
Security amenity center	107	612	2,500	24%
Pest control	-	320	5,500	6%
Permits/licenses	-	-	500	0%
Supplies	-	-	500	0%
Contingencies	-	-	250	0%
Hurricane - clean up	-	589	-	N/A
Total town home program	<u>1,094</u>	<u>52,374</u>	<u>70,250</u>	75%
Other fees & charges				
Tax collector	-	1,438	1,418	101%
Total other fees & charges	-	1,438	1,418	101%
Total expenditures	<u>1,094</u>	<u>53,812</u>	<u>71,668</u>	75%
Excess/(deficiency) of revenues over/(under) expenditures	6,915	43,870	-	
Fund balances - beginning	93,652	56,697	33,595	
Fund balances - ending	<u>\$ 100,567</u>	<u>\$ 100,567</u>	<u>\$ 33,595</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 263,618	\$ 261,264	101%
Lot closing	-	18,182	-	N/A
Interest	1,927	16,275	-	N/A
Total revenues	<u>1,927</u>	<u>298,075</u>	<u>261,264</u>	114%
EXPENDITURES				
Debt service				
Principal	-	45,000	45,000	100%
Interest	-	208,303	208,303	100%
Total debt service	<u>-</u>	<u>253,303</u>	<u>253,303</u>	100%
Other fees & charges				
Tax collector	-	5,272	5,443	97%
Total other fees and charges	<u>-</u>	<u>5,272</u>	<u>5,443</u>	97%
Total expenditures	<u>-</u>	<u>258,575</u>	<u>258,746</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	1,927	39,500	2,518	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(5,099)	-	N/A
Total other financing sources	<u>-</u>	<u>(5,099)</u>	<u>-</u>	N/A
Net change in fund balances	1,927	34,401	-	
Fund balances - beginning	488,122	455,648	759,966	
Fund balances - ending	<u>\$ 490,049</u>	<u>\$ 490,049</u>	<u>\$ 762,484</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-1 BONDS
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 339,192	\$ 323,398	105%
Assessment levy: off-roll	-	98,383	92,751	106%
Assessment prepayments	-	15,402	-	N/A
Lot closing	11,463	80,242	-	N/A
Interest	3,012	24,622	-	N/A
Total revenues	<u>14,475</u>	<u>557,841</u>	<u>416,149</u>	134%
 Debt service				
Principal	-	95,000	95,000	100%
Principal prepayment	15,000	15,000	-	N/A
Interest	209	308,066	307,856	100%
Total debt service	<u>15,209</u>	<u>418,066</u>	<u>402,856</u>	104%
 Other fees & charges				
Tax collector	-	6,784	6,737	101%
Total other fees and charges	<u>-</u>	<u>6,784</u>	<u>6,737</u>	101%
Total expenditures	<u>15,209</u>	<u>424,850</u>	<u>409,593</u>	104%
Excess/(deficiency) of revenues over/(under) expenditures	(734)	132,991	6,556	
Fund balances - beginning	751,938	618,213	661,743	
Fund balances - ending	<u>\$ 751,204</u>	<u>\$ 751,204</u>	<u>\$ 668,299</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-2 BONDS
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Interest	\$ -	\$ 2,977	\$ -	N/A
Total revenues	<u>-</u>	<u>2,977</u>	<u>-</u>	N/A
Debt service				
Principal prepayment	-	275,000	275,000	100%
Interest	-	7,734	3,867	200%
Refund bond residual balance	-	82,098	-	N/A
Total debt service	<u>-</u>	<u>364,832</u>	<u>278,867</u>	131%
Excess/(deficiency) of revenues over/(under) expenditures	-	(361,855)	(278,867)	
Fund balances - beginning	<u>-</u>	<u>361,855</u>	<u>278,867</u>	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED AUGUST 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	<u>\$ 1,241</u>	<u>\$ 13,040</u>
Total revenues	<u>1,241</u>	<u>13,040</u>
EXPENDITURES		
Construction costs	<u>3,000</u>	<u>202,447</u>
Total expenditures	<u>3,000</u>	<u>202,447</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,759)	(189,407)
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>-</u>	<u>5,099</u>
Total other financing sources/(uses)	<u>-</u>	<u>5,099</u>
Net change in fund balances	(1,759)	(184,308)
Fund balances - beginning	299,756	482,305
Fund balances - ending	<u><u>\$ 297,997</u></u>	<u><u>\$ 297,997</u></u>

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 A-2 BONDS
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 96,960
Interest	-	21
Total revenues	-	96,981
EXPENDITURES		
Construction costs - Developer	31,460	131,721
Refund bond residual balance	-	21
Total expenditures	31,460	131,742
Excess/(deficiency) of revenues over/(under) expenditures	(31,460)	(34,761)
Fund balances - beginning	(3,300)	1
Fund balances - ending	\$ (34,760)	\$ (34,760)

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Beaumont Community Development District held a Regular Meeting on September 11, 2023 at 1:30 p.m., at 7764 Penrose Place, Wildwood, Florida 34785.

Present were:

Candice Bain	Chair
John Curtis	Vice Chair
Troy Simpson	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Jere Earlywine (via telephone)	District Counsel
Matt Morris (via telephone)	District Engineer
Ann Judy	Supervisor Appointee
Jan Sically	Resident
Joe Vitalo	Resident/HOA President
George Michaels	Resident
Joel Best	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 1:30 p.m. Supervisors Bain, Curtis and Simpson were present. Supervisor Meath was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

Resident Ann Judy asked if homeowners should contact the electric company if streetlights are out. Mr. Adams stated they can call SECO Energy directly to report outages or they can inform District Staff at Board meetings.

Resident Jan Sically asked for an update on the sidewalk repairs and reported that there is a large piece of concrete with dips for the gutter in front of a neighbor's driveway.

39 Mr. Curtis stated sidewalk replacement is based on County or City criteria; the CDD is
40 only responsible for sidewalk repairs in the common areas and DR Horton is responsible for all
41 sidewalks in front of resident homes. He confirmed the address of the home with the concrete
42 issue and will have it inspected.

43 Resident and HOA President Joe Vitalo asked about the asphaltting, the CDD's
44 stormwater plans, speed tables and fencing. Mr. Curtis stated the asphaltting is almost complete
45 and, once completed, he and Mr. Morris, the Engineer of Record, will perform a walkthrough
46 and an update will be provided at the next meeting.

47 Resident George Michaels stated he recently witnessed a close call where a motorist
48 almost struck a child. He issued a notification that the CDD has a health and safety issue with
49 speeding now that the streets are paved.

50 A resident asked about the timing of speed tables. Mr. Curtis stated the speed tables
51 will be ready in about 90 days, depending on how busy the City is. Mr. Morris will follow up
52 with the City and schedule a meeting.

53 Regarding the pool rules, Ms. Sicilly stated that the signage is getting obstructed by
54 bushes and suggested posting one of the signs by the entrance gate to the pool area. She
55 reported that certain individuals blatantly ignore the rules by smoking, drinking, lending out key
56 fobs and doing flips on the back side of the pool in front of children, with no regard whatsoever
57 for safety. She asked what recourse residents have when others violate the pool rules.

58 Discussion ensued regarding the HOA, issuing violations notices, hiring a pool attendant
59 to monitor the area and suspending pool privileges.

60 Resident Joel Best asked about the irrigation well maintenance requirements, what kind
61 of warranty they have and if homeowners can upgrade to irrigation meters, at a cost of \$2,000,
62 versus capping the existing wells and rotating the schedule.

63 Mr. Curtis stated the State will only allow a certain size of well to be installed, based on
64 the size of the project and size of the community; there was no reclaimed water in this area
65 from the City and it would be too costly to go back now and re-do the plumbing. Asked about
66 the stormwater transfer of the pipes and overgrown vegetation in two of the front lakes, Mr.
67 Curtis stated the State recently inspected the stormwater ponds and there was no mention of

68 anything wrong with the grasses in the ponds and there is no permanent year-round water
69 retention area to follow up on the lake. Mr. Morris will continue monitoring the ponds.

70 Regarding the ongoing issues at the pool, Ms. Sicilly stated the HOA by-laws state that
71 the HOA has the authority to suspend pool privileges and she would like to have a system in
72 place to revoke the pool access of residents who do not act accordingly. Mr. Earlywine stated
73 the CDD has the legal authority to enforce rules relating to the facility; however, it would be
74 costly to hire on-site personnel to monitor the pool area.

75 Discussion ensued regarding the removing of key fobs, reporting and videotaping those
76 in violation of the pool rules, reallocating funds to hire a weekend pool attendant and child
77 safety on CDD roads.

78

79 **THIRD ORDER OF BUSINESS**

**Consider Appointment of to Fill Unexpired
Term of Seat 4; Term Expires November
2024**

80

81

82

83 **A. Candidates**

84 Mr. Adams stated an eblast was sent throughout to the community, through Mr. Ruiz.
85 Staff received one email of interest from Ms. Ann Judy. Mr. Earlywine asked if Ms. Judy is a
86 resident of the CDD, 18 years of age and a registered voter. Mr. Judy replied affirmatively.

87 **I. Ann Judy**

88 Mr. Curtis nominated Ms. Ann Judy to fill Seat 4. No other nominations were made.

89

**On MOTION by Mr. Curtis and seconded by Mr. Simpson, with all in favor, the
appointment of Ms. Ann Judy to Seat 4, was approved.**

90

91

92

93

94

**B. Administration of Oath of Office to Appointed Supervisor (the following to be
provided in a separate package)**

96 Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath
97 of Office to Ms. Ann Judy. He will review the following items with Ms. Judy after the meeting:

98 **I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and
99 Employees**

100 II. Membership, Obligations and Responsibilities

101 III. Financial Disclosure Forms

102 a. Form 1: Statement of Financial Interests

103 b. Form 1X: Amendment to Form 1, Statement of Financial Interests

104 c. Form 1F: Final Statement of Financial Interests

105 IV. Form 8B: Memorandum of Voting Conflict

106

107 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-08,
Designating Certain Officers of the District,
and Providing for an Effective Date**

108

109

110

111 Mr. Adams presented Resolution 2023-08. Mr. Curtis nominated the following slate:

112 Candice Bain

Chair

113 John Curtis

Vice Chair

114 Chuck Adams

Secretary

115 Troy Simpson

Assistant Secretary

116 Greg Meath

Assistant Secretary

117 Ann Judy

Assistant Secretary

118 Craig Wrathell

Assistant Secretary

119 No other nominations were made.

120 Prior appointments by the Board for Treasurer and Assistant Treasurer remain

121 unaffected by this Resolution.

122

123 **On MOTION by Mr. Curtis and seconded by Mr. Simpson, with all in favor,
124 Resolution 2023-08, Designating Certain Officers of the District, as nominated,
125 and Providing for an Effective Date, was adopted.**

126

127

128 **FIFTH ORDER OF BUSINESS**

**Consideration of Proposals to
Remove/Replace Sabal Palms**

129

130

131 This item was deferred.

132

133 **SIXTH ORDER OF BUSINESS** **Consideration of Project Completion**
134 **Related Items**

135
136 **A. Quitclaim Deed**

137 Mr. Earlywine presented the Quitclaim Deed between KLP Villages LLC and the CDD for
138 road conveyance.

139

**On MOTION by Mr. Curtis and seconded by Mr. Simpson, with all in favor, the
141 Quitclaim Deed between KLP Villages LLC and the CDD for road conveyance,
142 was approved.**

143

144

145 **B. Easement Agreement**

146 Mr. Earlywine presented the Easement Agreement between KLP Villages LLC and the
147 Beaumont Townhome HOA.

148

**On MOTION by Mr. Curtis and seconded by Mr. Simpson, with all in favor, the
149 Easement Agreement between KLP Villages LLC and the Beaumont Townhome
150 HOA, was approved.**

151

152

153
154 **C. Resolution 2023-09, Recognizing Satisfaction of the 2019A-1 Assessments and 2019A-2**
155 **Assessments; Providing Additional Authorization; Providing for Severability, Conflicts,**
156 **and an Effective Date**

157 Mr. Earlywine presented Resolution 2023-09, which states that the Developer has met
158 its contribution obligation to ensure that the assessments are fairly levied.

159

**On MOTION by Mr. Curtis and seconded by Ms. Bain, with all in favor,
160 Resolution 2023-09, Recognizing Satisfaction of the 2019A-1 Assessments and
161 2019A-2 Assessments; Providing Additional Authorization; Providing for
162 Severability, Conflicts, and an Effective Date, and authorizing the Chair to
163 execute, was adopted.**

164

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166

167 D. Resolution 2023-10, Addressing Real Estate Conveyances and Permits; Accepting a
 168 Certificate of the District Engineer and Declaring the Assessment Area One Residential
 169 Project and the Assessment Area Two Commercial Project Complete; Addressing
 170 Contribution Requirements; Providing Direction to the Trustee; Finalizing the 2019 A-
 171 1, 2019 A-2 and 2019 Assessments; Authorizing Conveyances; Authorizing a Mutual
 172 Release; Providing for a Supplement to the Improvement Lien Book; Providing for
 173 Severability, Conflicts, and an Effective Date

174 Mr. Earlywine stated that a few punchlist items need another 30 days to complete and
 175 suggested tabling this item to the next meeting.

176 Mr. Curtis stated the asphaltting still needs to be finished and a few maintenance items
 177 are pending, such as retention pond maintenance. All the proposals were ratified.

178 This item was deferred.

179

180 **SEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
 Statements as of July 31, 2023**

181
 182

183 Mr. Adams presented the Unaudited Financial Statements as of July 31, 2023.

184 The financials were accepted.

185

186 **EIGHTH ORDER OF BUSINESS**

**Approval of August 14, 2023 Public Hearing
 and Regular Meeting Minutes**

187
 188

189 Mr. Adams presented the August 14, 2023 Public Hearing and Regular Meeting Minutes.

190

191 **On MOTION by Mr. Curtis and seconded by Mr. Simpson, with all in favor, the**
 192 **August 14, 2023 Public Hearing and Regular Meeting Minutes, as presented,**
 193 **were approved.**

194
 195

196 **NINTH ORDER OF BUSINESS**

Staff Reports

197
 198

A. District Counsel: Kutak Rock LLP

199 B. District Engineer: Morris Engineering and Consulting, LLC

200 There were no reports from District Counsel or the District Engineer.

201 **C. Field Operations Manager: Evergreen Lifestyles Management**

202 • **Action items/Tracker**

203 The Evergreen Action Items/Tracker Report was included for informational purposes.

204 Mr. Curtis and Mr. Adams responded to questions regarding the asphalt project,
205 Clubhouse back door to the pool area, bocce ball box repairs, gate entrance repair, common
206 area landscaping, guest parking regulations, mailbox covers, DR Horton punchlist items, pool
207 construction, the budget and tree removal.

208 **D. District Manager: Wrathell, Hunt and Associates, LLC**

209 • **NEXT MEETING DATE: October 2, 2023 at 1:30 PM**

210 ○ **QUORUM CHECK**

211

212 **TENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

213

214 There were no Board Members comments or requests.

215

216 **ELEVENTH ORDER OF BUSINESS**

Public Comments

217

218 There were no public comments.

219

220 **TWELFTH ORDER OF BUSINESS**

Adjournment

221

222 There being nothing further to discuss, the meeting adjourned at 2:35 p.m.

223

224

225 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

226

227

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231 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

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CDD Items

Tracker captures the tasks that are generated from Board Meetings or Workshops by the Board for Management, Committees, or Board Members.

Task Assigned	Assigned Date	Responsible Person	Targeted Completion Date	Date of Completion	Details and Notes associated with Task
Clubhouse back door to pool area	2/13/23	CDD	NA		<p>John Curitis working on getting this resolved, as this was an installation miss.</p> <p>8/4/23 - John has been reaching out to the original installers and new vendors to get quotes to fix the issue. Teo will be helping him with following up with the vendors he talks to.</p> <p>08/11/23 - No update</p> <p>08/14/23 - No update</p> <p>08/25/23 - Spoke to two Vendors and both recommended looking into a Lock Smith who work on store front doors, and and install needed components for the door. Will be more economical.</p> <p>09/1/ 23 - No update</p> <p>09/15/23 - USAK Locksmith will be o property on Monday to inspect. Waiting on ENVERA to confirm a date to come into community.</p> <p>09/26/23 - Envera came out to inspect properly, waiting on their proposal for a solution.</p>
Wood Fence on Spanigh Harbor needs repairs and painting	1/30/23	Teo Ruiz	9/11/2023		<p>Received a quote to fix the issues. CDD asked if we can get a contract with a fence company for future repairs/maintenance</p> <p>07.12.23 - Spoke to Element Services, and Stone Gate Customs to provide bid for a contract for preventive maintenance.</p> <p>08/4/23 - The fence was repaired by Element Solutions. They will be providing a bid for a service agreement and a bid for painting the fence.</p> <p>08/11/23 - No bids presented as of today.</p> <p>08/14/23 - John Curtis is helping with this, he shared at the CDD meeting that he may receive two companies that will provide a bid.</p> <p>08.25.23 - No update</p> <p>9/1/23 - No Update</p> <p>09/15/23 - No update</p> <p>09/26/23 - No update</p>

Palm Trees dead on Spanish Harbor and Community	1/15/23	Teo Ruiz	9/11/2023		<p>Working with Juniper to remove the dead palm tree, and getting new palm trees planted.</p> <p>07/12/23 - Juniper started removing dead trees on 7/7/23.</p> <p>08/4/23 Juniper started removing trees, but the holes didn't get filled properly. They need to make sure the holes are safe.</p> <p>08/11/23 - 16 trees removed as of today.</p> <p>8/14/23 - We need to get a proposal from Juniper to replace trees that were removed. We are looking for things that are cost-effective, but resilient to the weather in the area.</p> <p>08/25/23- Juniper is working on removing trees in the community.</p> <p>09/1/23 - Total number of trees removed from property is up to 26. Juniper is suggest we install Holly Trees as they are common and will sustain the conditions int this area. When I receive the estimate of the installation we will share with the board.</p> <p>09/8/23 - Juniper provided a quote to install new palm trees. Quote provided to Board for review at next CDD meeting.</p> <p>09/15/23 - CDD Board requested map of the locations of the removed trees.</p> <p>09/26/23 - Map sent to Boardm with proposal for review.</p>
Dog poop stations for bags around community	1/15/23	CDD	NA	NA	Part of the Budget item wish list.
Children at Play Signs	3/21/23	CDD	NA	NA	CDD looking into having city signs installed in the community
Bocce Ball box repairs	5/18/23	Teo Ruiz	9/15/2023		<p>Need to order a new box.</p> <p>08.11.23 - Broken box removed, and looking for a similar box to order.</p> <p>08/25/23 - No updates</p> <p>09/15/23 - Ordering box from Lowes.</p> <p>09/26/23 - The item Ordered, should arrive by Thursday 09.28.23.</p>
Gate Entrance Repair (Motors)	2/15/23	Teo Ruiz	8/28/2023		<p>Looking for Different Vendors who specialize on gate motors</p> <p>07/5/23 Resident help diagnose the issue at the gate and was able to get gate to function. One motor might need replacement.</p> <p>08/4/23 - After inspection, power board not functioning properly. A service call was placed with Gaurdian. They will be out the week of 8/7. Waiting on the exact date to meet with the company.</p> <p>08/11/23- Gate parts approved, waiting on delivery to schedule maintenance.</p> <p>08/18/23 - No updates</p> <p>08/25/23 - Part are estimated to be delivered today 8/25/23, work scheduled to be completed my Monday 8/28/23.</p> <p>09/1/23 - No Update</p> <p>09/15/23 - Need to contact vendor. Needed new part to be delivered to fix the new broken motor.</p> <p>09/26/23 - Motors are fixed, working on calibrating the sensors after asphalt lift.</p>

Common Area Landscaping	8/1/23	Teo Ruiz	9/30/2023	<p>08/4/23 - reports of different areas in the community that need attention: Retion Ponds, landscaping beds, storm drains, garbage in plant beds, and dead trees. Scheudled a meeting with Juniper on Monday 8/7 to go over the items.</p> <p>8/11/23 - Met with Juniper (Mike and Keith), went over all concerns expressed by the North HOA board. Set up a game plan to make sure we do not miss landscapng turnover. Will meet weekly on Tuesdays to inspect different areas of the community</p> <p>8/14/23 -Had the first meeting with Juniper. Joe and I walk a small portion of the community (Clubhouse Area, Walk Area, a few Homes On Sunshine and Penrose) and email was sent to beaumontnorhthoa@gmail.com email as part of the update. Juniper has a list of items they need to provide a game plan.</p> <p>08/25/23 - Juniper provided a list of areas of concern, and are working to correct the issues.</p> <p>09/1/23 - No updates due to storm. The storm put us back a few days.</p> <p>09.08.23 - Juniper is working on getting things cleaned up. They had a few setbacks with the storm and the asphalt lifting.</p> <p>09/15/23 - Juniper had extra crew members this week. They are getting back on schedule.</p> <p>09/26/23 - Juniper showing signs of progress. Continuing to evaluate every week.</p>
Find exact Reason why pool went down	8/14/23	Teo Ruiz	9/11/2023	<p>08.14.23 - Residents want more specific reasons on why the pool went out of order. They want to know if it was because of bad install, bad maintenance, etc.</p> <p>08/25/23 - No update</p> <p>09/1/23 - No update</p> <p>9/8/23 - Looking into past projects on the pool as the filter line was not installed correctly. We need to find out when was the last time the filters were changed out.</p>
Mulch for Community	8/14/23	Teo Ruiz	9/11/2023	<p>08/14/23 - Get Mulch schedule for the community.</p> <p>08/25/23 - No update</p> <p>09/1/23 - No update</p> <p>09/8/23 received quote from Juniper will provide to CDD board.</p> <p>09/15/23 - CDD board will review at the next CDD Meeting</p>
Street sign at Stokes & June	2/13/23	CDD	End of Aug - September	Per CDD meeting, will be fixed while we are fixing different items in the community like sidewalks, and lifting of asphalt.
Notification for Vacant CDD Board Position	8/14/23	Teo Ruiz	8/18/2023	<p>08.14.23 - Need to get with Chuck to get the information needed to be on the Board of the CDD.</p> <p>08/18/23 - Received the information on 08/17/23 and will be emailed to both communities, North and Townhomes.</p>

Pool Cleaning issues	1/15/23	Teo Ruiz	8/31/2023	8/11/23	Pool company has been talked to, will be looking into possibly replacing 07/5/23 - Sprakling Pools resigned from their contract. We are not looking for a new pool company. 7/12/23 ProCare Pool Cleaners agreed to clean our pools for the month while we search for a different company. 08/4/24 - Pool pump went down, waiting on parts to be delivered to get it repaired. Waiting on ETA of delivery. 08/11/23 - Pool Repairs complete. pool is open.
Pole light #236076 out of order	1/15/23	SECO	NA		Work order placed with SECO, waiting on them to repair.
Light pole base broken	5/1/23	SECO	NA		Work order placed with SECO, waiting on them to repair.
Pressure washing of Building	5/10/23	Teo Ruiz	6/30/2023		Bid approved, project scheduled for 06/23/23
No Soliciting Signs	1/15/23	Teo Ruiz	6/15/2023	6/20/23	Signs ordered and will be installed by 6/23/23
Latch on walkers gate needs to be put on inside of the gate	1/15/23	Teo Ruiz	6/30/2023	6/30/23	Working with resident to get this fixed.
Repair Lights and Fans in pool area	2/15/23	Teo Ruiz		6/6/23	
Repair Toilet paper holder in women's bathroom	2/15/23	Teo Ruiz		6/6/23	Repaired on 6/6/23
Fence needs to be repaired by Pool gate next to Mailbox	1/30/23	Teo Ruiz		4/28/23	StoneGate Customs repaired.
Carpet at Clubhouse need to be cleaned	2/13/23	Teo Ruiz		6/10/23	Carpet cleaned on 6/10/23

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BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

7764 Penrose Place, Wildwood, Florida, 34785

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2023*	Regular Meeting	1:30 PM
November 13, 2023	Regular Meeting	1:30 PM
December 11, 2023	Regular Meeting	1:30 PM
January 8, 2024	Regular Meeting	1:30 PM
February 12, 2024	Regular Meeting	1:30 PM
March 11, 2024	Regular Meeting	1:30 PM
April 8, 2024	Regular Meeting	1:30 PM
May 13, 2024	Regular Meeting	1:30 PM
June 10, 2024	Regular Meeting	1:30 PM
July 8, 2024	Regular Meeting	1:30 PM
August 12, 2024	Regular Meeting	1:30 PM
September 9, 2024	Regular Meeting	1:30 PM

***Exception**

October meeting is one week earlier to accommodate the Columbus Day holiday.