

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

June 14, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Enbrook 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) 571-0013

June 7, 2021

Board of Supervisors
Enbrook Community Development District

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

Dear Board Members:

The Board of Supervisors of the Enbrook Community Development District will hold a Regular Meeting on June 14, 2021 at 1:00 p.m., at the offices of RWA, Inc., 6610 Willow Park Dr., Ste. #200, Naples, FL 34109. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Supervisor Steven Aiken, Seat 3
4. Consider Appointment of Ty Vincent to Seat 3, *Term Expires November, 2022*
 - Administration of Oath of Office (*the following will be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
5. Acceptance of Resignation of Supervisor John Garrity, Seat 1
6. Consider Appointment of Christian Cotter to Seat 1, *Term Expires November, 2024*
 - Administration of Oath of Office
7. Consideration of Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Enbrook Community Development District, and Providing for an Effective Date

8. Consideration of Resolution 2021-03, Approving a Proposed Budget for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
9. Consideration of Resolution 2021-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors for Fiscal Year 2021/2022 and Providing for an Effective Date
10. Ratification of Partial Assignment of Site Work Contract (Enbrook Project)
11. Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2020, Prepared by Grau & Associates
12. Consideration of Resolution 2021-05, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2020
13. Consideration of Real Property Conveyances [Special Warranty Deed With Grant And Reservation of Easements]
14. Consideration of CDD/HOA Maintenance Agreement
15. Acceptance of Unaudited Financial Statements as of April 30, 2021
16. Consideration of October 22, 2020 Regular Meeting Minutes
17. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - B. District Engineer: *Q Grady Minor & Associates P.A.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. 0 Registered Voters in District as of April 15, 2021
 - II. NEXT MEETING DATE: July 22, 2021 at 1:00 P.M.

• QUORUM CHECK

CHRISTIAN COTTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
MARY MOULTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
TY VINCENT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
J WAYNE EVERETT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
MICHAEL P BONE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

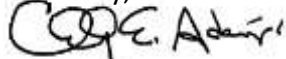
18. Board Members' Comments/Requests

19. Public Comments

18. Adjournment

I look forward to seeing you at the upcoming meeting. In the meantime, if you should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley E. Adams., Jr
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094

CONFERENCE ID: 8593810#

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Enbrook Community Development District
Attn: Chesley E Adams, Jr., District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Steven Aiken
Printed Name

Date: 12/16/20
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Enbrook Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accept it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.



Signature

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

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Chuck Adams
Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
adamsc@whhassociates.com

VIA EMAIL

Dear Chuck,

I am writing to announce my resignation from the Board of Supervisors ("Board") for the Enbrook Community Development District, to be effective upon acceptance by the Board.

Sincerely,

A handwritten signature in black ink, appearing to read "John H. Garrity". The signature is written in a cursive style with a prominent flourish at the end.

John Garrity

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2021-02

A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE ENBROOK COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

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

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Chesley E Adams, Jr. is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Craig Wrathell is appointed Assistant Secretary

Craig Wrathell is appointed Treasurer

Jeff Pinder is appointed Assistant Treasurer

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

Adopted this ___ day of _____, 2021.

ATTEST:

**ENBROOK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENBROOK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Enbrook Community Development District (“**District**”) prior to June 15, 2021, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: 1:00 P.M.
LOCATION: RWA, Inc.
6610 Willow Park Dr., Ste. #200
Naples, Florida 34109

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 14TH DAY OF JUNE, 2021.

ATTEST:

**ENBROOK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2022**

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
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**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Revenue and Expenditures	Proposed Budget FY 2022
	Proposed Budget FY 2021	Actual through 3/31/2021	Projected through 9/30/2021		
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 85,924
Allowable discounts (4%)	-				(3,437)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	82,487
Assessment levy: off-roll	74,480	16,115	58,365	74,480	-
Developer contribution	-	8,708	3,689	12,397	-
Total revenues	<u>74,480</u>	<u>24,823</u>	<u>62,054</u>	<u>86,877</u>	<u>82,487</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	42,000	21,000	21,000	42,000	42,000
Legal	12,000	5,635	6,365	12,000	12,000
Engineering	2,000	3,713	1,000	4,713	3,000
Audit	4,000	1,500	2,500	4,000	4,000
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	4,000	-	4,000	4,000	4,000
Telephone	400	200	200	400	400
Postage	750	7	743	750	750
Printing & binding	750	375	375	750	750
Legal advertising	1,000	462	538	1,000	1,000
Annual special district fee	175	175	-	175	175
Insurance	4,000	5,000	-	5,000	5,000
Contingencies/bank charges	750	149	601	750	750
Hosting & maintenance	705	-	705	705	705
ADA compliance	200	-	200	200	200
Salt water tracking program	-	-	-	-	3,000
Property appraiser	-	-	-	-	1,289
Tax collector	-	-	-	-	1,718
Total professional & administrative	<u>74,480</u>	<u>38,716</u>	<u>35,764</u>	<u>78,193</u>	<u>82,487</u>
Total expenditures	<u>74,480</u>	<u>38,716</u>	<u>35,764</u>	<u>78,193</u>	<u>82,487</u>
Net increase/(decrease) of fund balance	-	(13,893)	26,290	8,684	-
Fund balance - beginning (unaudited)	-	(8,684)	(22,577)	(8,684)	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (22,577)</u>	<u>\$ 3,713</u>	<u>\$ -</u>	<u>\$ -</u>

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 42,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	12,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	3,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	4,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee	4,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	400
<p>Telephone and fax machine.</p>	
Postage	750
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	750
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	1,000
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,000
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	750
<p>Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.</p>	
Hosting & maintenance	705
ADA compliance	200

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Salt water tracking program	3,000
As a part of the District Water Use Permit for onsite irrigation, the District is required to track and report Chloride levels in the water on a monthly basis. This will be handled by a third party contractor.	
Property appraiser	1,289
Tax collector	1,718
Total expenditures	<u>\$ 82,487</u>

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Revenue & Expenditures	Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual Through 2/28/2021	Projected Through 9/30/2021		
REVENUES					
Assessment levy: on-roll	\$ -				\$ 341,946
Allowable discounts (4%)	-				(13,678)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	328,268
Total revenues	-	-	-	-	328,268
EXPENDITURES					
Debt service					
Principal	-	-	-	-	105,000
Interest	-	-	106,567	106,567	208,500
Cost of issuance	-	185,675	-	185,675	-
Underwriter's discount	-	110,700	-	110,700	-
Property appraiser	-	-	-	-	5,129
Tax collector	-	-	-	-	6,839
Total expenditures	-	296,375	106,567	402,942	325,468
Excess/(deficiency) of revenues over/(under) expenditures	-	(296,375)	(106,567)	(402,942)	2,800
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	665,342		665,342	-
Total other financing sources/(uses)	-	665,342	-	665,342	-
Fund balance:					
Net increase/(decrease) in fund balance	-	368,967	(106,567)	262,400	2,800
Beginning fund balance (unaudited)	-	-	368,967	-	262,400
Ending fund balance (projected)	\$ -	\$ 368,967	\$ 262,400	\$ 262,400	265,200
Use of fund balance:					
Debt service reserve account balance (required)					(158,150)
Principal expense - November 1, 2022					-
Interest expense - November 1, 2022					(102,938)
Projected fund balance surplus/(deficit) as of September 30, 2021					\$ 4,112

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/21			106,566.67	106,566.67	5,535,000.00
11/01/21			104,250.00	104,250.00	5,535,000.00
05/01/22	105,000.00	2.500%	104,250.00	209,250.00	5,430,000.00
11/01/22			102,937.50	102,937.50	5,430,000.00
05/01/23	110,000.00	2.500%	102,937.50	212,937.50	5,320,000.00
11/01/23			101,562.50	101,562.50	5,320,000.00
05/01/24	110,000.00	2.500%	101,562.50	211,562.50	5,210,000.00
11/01/24			100,187.50	100,187.50	5,210,000.00
05/01/25	115,000.00	2.500%	100,187.50	215,187.50	5,095,000.00
11/01/25			98,750.00	98,750.00	5,095,000.00
05/01/26	120,000.00	3.000%	98,750.00	218,750.00	4,975,000.00
11/01/26			96,950.00	96,950.00	4,975,000.00
05/01/27	120,000.00	3.000%	96,950.00	216,950.00	4,855,000.00
11/01/27			95,150.00	95,150.00	4,855,000.00
05/01/28	125,000.00	3.000%	95,150.00	220,150.00	4,730,000.00
11/01/28			93,275.00	93,275.00	4,730,000.00
05/01/29	130,000.00	3.000%	93,275.00	223,275.00	4,600,000.00
11/01/29			91,325.00	91,325.00	4,600,000.00
05/01/30	135,000.00	3.000%	91,325.00	226,325.00	4,465,000.00
11/01/30			89,300.00	89,300.00	4,465,000.00
05/01/31	140,000.00	4.000%	89,300.00	229,300.00	4,325,000.00
11/01/31			86,500.00	86,500.00	4,325,000.00
05/01/32	145,000.00	4.000%	86,500.00	231,500.00	4,180,000.00
11/01/32			83,600.00	83,600.00	4,180,000.00
05/01/33	150,000.00	4.000%	83,600.00	233,600.00	4,030,000.00
11/01/33			80,600.00	80,600.00	4,030,000.00
05/01/34	155,000.00	4.000%	80,600.00	235,600.00	3,875,000.00
11/01/34			77,500.00	77,500.00	3,875,000.00
05/01/35	160,000.00	4.000%	77,500.00	237,500.00	3,715,000.00
11/01/35			74,300.00	74,300.00	3,715,000.00
05/01/36	170,000.00	4.000%	74,300.00	244,300.00	3,545,000.00
11/01/36			70,900.00	70,900.00	3,545,000.00
05/01/37	175,000.00	4.000%	70,900.00	245,900.00	3,370,000.00
11/01/37			67,400.00	67,400.00	3,370,000.00
05/01/38	185,000.00	4.000%	67,400.00	252,400.00	3,185,000.00
11/01/38			63,700.00	63,700.00	3,185,000.00
05/01/39	190,000.00	4.000%	63,700.00	253,700.00	2,995,000.00
11/01/39			59,900.00	59,900.00	2,995,000.00
05/01/40	200,000.00	4.000%	59,900.00	259,900.00	2,795,000.00
11/01/40			55,900.00	55,900.00	2,795,000.00
05/01/41	205,000.00	4.000%	55,900.00	260,900.00	2,590,000.00
11/01/41			51,800.00	51,800.00	2,590,000.00
05/01/42	215,000.00	4.000%	51,800.00	266,800.00	2,375,000.00
11/01/42			47,500.00	47,500.00	2,375,000.00
05/01/43	225,000.00	4.000%	47,500.00	272,500.00	2,150,000.00
11/01/43			43,000.00	43,000.00	2,150,000.00
05/01/44	235,000.00	4.000%	43,000.00	278,000.00	1,915,000.00

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/44			38,300.00	38,300.00	1,915,000.00
05/01/45	240,000.00	4.000%	38,300.00	278,300.00	1,675,000.00
11/01/45			33,500.00	33,500.00	1,675,000.00
05/01/46	250,000.00	4.000%	33,500.00	283,500.00	1,425,000.00
11/01/46			28,500.00	28,500.00	1,425,000.00
05/01/47	260,000.00	4.000%	28,500.00	288,500.00	1,165,000.00
11/01/47			23,300.00	23,300.00	1,165,000.00
05/01/48	275,000.00	4.000%	23,300.00	298,300.00	890,000.00
11/01/48			17,800.00	17,800.00	890,000.00
05/01/49	285,000.00	4.000%	17,800.00	302,800.00	605,000.00
11/01/49			12,100.00	12,100.00	605,000.00
05/01/50	295,000.00	4.000%	12,100.00	307,100.00	310,000.00
11/01/50			6,200.00	6,200.00	310,000.00
05/01/51	310,000.00	4.000%	6,200.00	316,200.00	-
11/01/51			-	-	-
Total	5,535,000.00		4,098,541.67	9,633,541.67	

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2022 ASSESSMENTS**

On-Roll Assessments

	Units	FY 2022 O&M Assessment per Unit	FY 2022 DS Assessment per Unit	FY 2022 Total Assessment per Unit	FY 2021 Total Assessment per Unit
Twin Villa	298	\$ 288.34	\$ 1,147.47	\$ 1,435.81	n/a
Total	298				

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2021-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENBROOK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Enbrook Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Collier County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2021/2022 annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2021/2022 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 14th day of June, 2021.

ATTEST:

**ENBROOK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2021/2022 Annual Meeting Schedule

Exhibit A

ENBROOK COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>Offices of RWA, Inc., 6610 Willow Park Dr., Ste. #200, Naples, FL 34109</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 28, 2021	Regular Meeting	1:00 PM
November 25, 2021	Regular Meeting	1:00 PM
December 23, 2021	Regular Meeting	1:00 PM
January 27, 2022	Regular Meeting	1:00 PM
February 24, 2022	Regular Meeting	1:00 PM
March 24, 2022	Regular Meeting	1:00 PM
April 28, 2022	Regular Meeting	1:00 PM
May 26, 2022	Regular Meeting	1:00 PM
June 23, 2022	Regular Meeting	1:00 PM
July 28, 2022	Regular Meeting	1:00 PM
August 25, 2022	Public Hearing & Regular Meeting	1:00 PM
September 22, 2022	Regular Meeting	1:00 PM

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

10

PARTIAL ASSIGNMENT OF SITE WORK CONTRACT
[ENBROOK PROJECT]

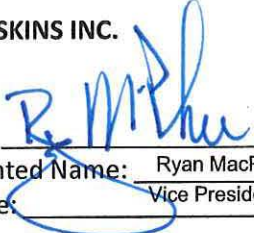
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, Forestar (USA) Real Estate Group Inc. ("Assignor") does hereby transfer, assign and convey unto Enbrook Community Development District ("District" or "Assignee"), all of the rights, interests, benefits and privileges of Assignor under that certain *Florida Independent Contractor Agreement for Land Development*, dated January 9, 2020 ("Agreement"), by and between Assignor and Haskins Inc. ("Contractor"), providing for certain construction services for the Enbrook project ("Project"), but only to the extent that such Agreement relates to the District's capital improvement plan ("Public CIP"), as described in the *Engineer's Report*, dated March 12, 2020, as supplemented September 24, 2020, and as defined in more detail in ATTACHMENT "A" hereto.

Assignee does hereby assume all obligations of Assignor under the Agreement arising or accruing after the date hereof, and relating to the Public CIP. Contractor hereby consents to the partial assignment of the Agreement and all of Assignor's rights, interests, benefits, privileges, and obligations to Assignee relating to the Public CIP. Further, upon execution of this Assignment, the provisions set forth in ATTACHMENT "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 ATTACHMENT "A," the terms and conditions of ATTACHMENT "A" shall prevail.

The parties agree that, in connection with this Assignment, the District may acquire from Assignor, and rely upon, all of the site work for the Public CIP and done to date pursuant to the Agreement. Such acquisition shall be conducted and documented by separate instrument pursuant to that certain *Acquisition and Advanced Funding Agreement*, dated October 27, 2020, and between the District and Assignor.

Executed in multiple counterparts to be effective the 14th day of December, 2020.

HASKINS INC.

By: 
Printed Name: Ryan MacPhee
Title: Vice President

ENBROOK COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Printed Name: _____
Title: Chairperson

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
Printed Name: _____
Title: _____

[SIGNATURE ON FOLLOWING PAGE]

[SIGNATURE ON FOLLOWING PAGE]

PARTIAL ASSIGNMENT OF SITE WORK CONTRACT
[ENBROOK PROJECT]

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, Forestar (USA) Real Estate Group Inc. ("**Assignor**") does hereby transfer, assign and convey unto Enbrook Community Development District ("**District**" or "**Assignee**"), all of the rights, interests, benefits and privileges of Assignor under that certain *Florida Independent Contractor Agreement for Land Development*, dated January 9, 2020 ("**Agreement**"), by and between Assignor and Haskins Inc. ("**Contractor**"), providing for certain construction services for the Enbrook project ("**Project**"), but only to the extent that such Agreement relates to the District's capital improvement plan ("**Public CIP**"), as described in the *Engineer's Report*, dated March 12, 2020, as supplemented September 24, 2020, and as defined in more detail in **ATTACHMENT "A"** hereto.

Assignee does hereby assume all obligations of Assignor under the Agreement arising or accruing after the date hereof, and relating to the Public CIP. Contractor hereby consents to the partial assignment of the Agreement and all of Assignor's rights, interests, benefits, privileges, and obligations to Assignee relating to the Public CIP. Further, upon execution of this Assignment, the provisions set forth in **ATTACHMENT "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 **ATTACHMENT "A,"** the terms and conditions of **ATTACHMENT "A"** shall prevail.


The parties agree that, in connection with this Assignment, the District may acquire from Assignor, and rely upon, all of the site work for the Public CIP and done to date pursuant to the Agreement. Such acquisition shall be conducted and documented by separate instrument pursuant to that certain *Acquisition and Advanced Funding Agreement*, dated October 27, 2020, and between the District and Assignor.

Executed in multiple counterparts to be effective the 14th day of December, 2020.


HASKINS INC.

By: [SIGNATURE ON PRIOR PAGE]
Printed Name: _____
Title: _____

**ENBROOK COMMUNITY DEVELOPMENT
DISTRICT**

By: 
Printed Name: Mary Moulton
Title: Chairperson

FORESTAR (USA) REAL ESTATE GROUP INC.

By: 
Printed Name: Nicolas Aparicio
Title: Florida Region President

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACT
[ENBROOK PROJECT]**

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned, personally appeared Nicolas Aparicio of Forestar (USA) Real Estate Group Inc. ("**Developer**"), who, after being first duly sworn, deposes and says:


- (i) I, Nicolas Aparicio, serve as Florida Region President for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Enbrook Community Development District ("**District**") to accept assignment of the Agreement (defined below).
- (ii) The *Florida Independent Contractor Agreement for Land Development* ("**Agreement**") between Developer and Haskins Inc. ("**Contractor**"), dated January 9, 2020, and attached hereto as **Exhibit A**, X was competitively bid prior to its execution or _____ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of assignment of the Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the payment due to Contractor and any subcontractors or materialmen prior to the assignment, the assignment of, or bid process for, the Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the Agreement and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has X furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes* in an amount equal to the contract balance, which is attached hereto as **Exhibit C**, or _____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.
- (vi) Developer X represents and warrants that there are no outstanding liens or claims relating to the Agreement, or _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.

(vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Agreement are current and there are no outstanding disputes under the Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 16th day of November, 2020.

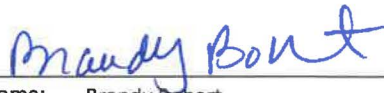
FORESTAR (USA) REAL ESTATE GROUP INC.

By: 
Printed Name: Nicolas Aparicio
Title: Florida Region President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of November, 2020, by Nicolas Aparicio as Florida Region President for Forestar (USA) Real Estate Group Inc. S/He is personally known to me or produced _____ as identification.

(Official Notary Seal)


Name: Brandy Bohart

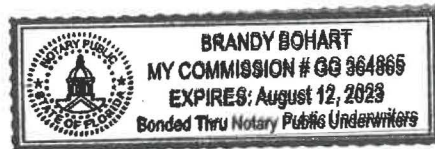


EXHIBIT A



FLORIDA INDEPENDENT CONTRACTOR AGREEMENT FOR LAND DEVELOPMENT (Fixed Price Award)

NAME OF CONTRACTOR Haskins Inc. ("Contractor")
Sole Proprietorship Partnership X Corporation L.L.C. Other
Social Security No. or Tax ID No.: 59-1844470 (ATTACH W-9)
Name of Contractor's Owner(s)/Officer(s): Benjamin Elwell, Ryan MacPhee, Harlan Haskins
Division Name: Area Name: Assigned Vendor No.:
Address for All Notices: 10956 Enterprise Avenue
City: Bonita Springs State: FL Zip Code: 34135
Telephone: (239) 947 - 1846 Fax: (239) 947 - 3857 E-Mail Address: mlago@haskinsinc.net
Insurance: ATTACH INSURANCE CERTIFICATES OR THERE WILL BE WITHHOLDINGS AND DEDUCTIONS.
NAME AND PHASE(S) OF PROJECT Enbrook ("Project")

This agreement (the "Agreement") is entered into between Forestar (USA) Real Estate Group Inc., a Delaware corporation ("Owner") and Contractor. Owner's address is: 10700 Pecan Park Blvd., Suite 150
City: Austin State: TX Zip Code: 78750. Owner and Contractor, for the consideration stated herein, agree as follows:

1. SCOPE OF WORK. This Agreement is entered into on a project specific basis. The work to be performed under this Agreement shall include all labor, services, and materials provided, including but not limited to the equipment, transportation, or facilities used, by Contractor, directly or indirectly, for the Project, or which is required to complete Contractor's construction related activities for the Project (the "Work"). The Work is generally described in Exhibit A. The Work includes all services and materials described or depicted in and reasonably inferable from this Agreement. Notwithstanding anything to the contrary contained herein, the Work shall only include such services and materials authorized by Owner in accordance with this Agreement.

2. CONTRACT PRICE.

2.1 Fixed Price. The Owner shall pay, and the Contractor shall accept, as full and complete payment for Contractor's timely performance of its obligations hereunder the fixed price of *** Dollars (\$ 8,748,571.15) (the "Contract Price"). ***Eight Million Seven Hundred Forty Eight Thousand Five Hundred Seventy One and 15/100 Dollars

2.2 Taxes. Contractor shall be solely responsible for and will pay all withholding, Social Security, state unemployment and all other similar taxes for Contractor's employees, agents, and all third parties furnishing labor or materials, or both, in connection with the Work. In addition, Contractor shall pay all applicable sales or use taxes on labor provided and materials furnished or otherwise required by law in connection with the Work. The Contract Price includes any and all such taxes and withholdings. Nothing herein shall prohibit Contractor from collecting any such withholdings or taxes from its subcontractor(s), to the fullest extent permitted by law.

2.3 Change Orders. Owner and Contractor agree that no additional charge or increased price over the Contract Price shall be charged by Contractor for any change or alteration in the Work unless set forth in a written change order ("Change Order") signed by

THIS AGREEMENT CONSISTS OF FOURTEEN (14) PAGES, EXHIBITS AND ADDENDA, IF ANY.

Executed this 9th day of January, 2020.

Owner: Tony J Squitieri
By: Tony J Squitieri
Name: Tony J Squitieri
Title: Vice President

Contractor: Haskins Inc.
By: Ryan P. MacPhee
Name: Ryan P. MacPhee
Title: Vice President

Owner and Contractor before the commencement of such changes. Owner may request a Change Order without nullifying this Agreement, at a reasonable addition to, or reduction from, the Contract Price. Such request by Owner shall become a Change Order upon Contractor's written acceptance. If Owner requests a Change Order and Owner and Contractor are unable to agree upon the price, Contractor shall perform the additional Work and Owner shall pay Contractor on a force account basis. If Work is required on a force account basis, Contractor shall invoice Owner for the reasonable and necessary costs of labor, materials, and use of equipment to accomplish the change, plus a total of eight percent (8%) for Contractor's overhead and profit. Contractor will provide supporting information of its costs with each force account invoice, and such invoices are subject to Owner's review and acceptance, and will be paid within thirty (30) days of acceptance.

3 PAYMENT.

3.1 Schedule of Values. Within five (5) calendar days of the effective date hereof, the Contractor shall prepare and present to the Owner the Contractor's schedule of values which apportion the Contract Price among the different elements of the Project for purposes of periodic and final payment ("**Schedule of Values**"). The Schedule of Values shall be presented in the format, with such detail, and backed up with whatever supporting information the Owner requests. Once the Schedule of Values is acknowledged and accepted, in writing, by the Owner, it will be attached hereto as **Exhibit B** and utilized in processing Payment Requests (defined hereinafter).

3.2 Payment Requests. The Owner shall pay the Contract Price in accordance with the procedures set forth in this Section 3. For each month after commencement of the Work, Contractor may submit a payment request for Work completed through the fifteenth (15th) day of that month (the "**Payment Request**"). Owner will commence processing Payment Requests on the fifteenth (15th) day of the month. Any Payment Request received after the fifteenth (15th) day of any month will be processed the following month. Payment Request shall be in such format and include whatever supporting information as may be required by the Owner. Therein, the Contractor may request payment for that part of the Contract Price allocable to Work incorporated in the Project, less the total amount of previous payments received from the Owner. In each Payment Request, Contractor shall make clear how it calculated the amount requested, including but not limited to referencing pertinent portions of the Schedule of Values, and provide a complete list of all subcontractors and suppliers that provided labor, services, or materials for which payment is requested. If payment is requested for materials or equipment not yet incorporated in the Work but delivered and stored at the Project Site (or another suitable location agreed to in writing by Owner and Contractor), the Payment Request shall be accompanied by a bill of sale or other document warranting that the materials or equipment are owned free and clear of all liens. By submitting a Payment Request, Contractor represents and warrants that all Work (or the specified portion of the Work) for which payment is sought has been completed satisfactorily and that all material suppliers, laborers, and subcontractors of all tiers have been paid in full.

3.3 Contractor Payments. Owner shall pay Contractor any undisputed amount, properly due, on or within thirty (30) days of Owner's acceptance of Contractor's Payment Request, including requests for interim and final payments. No payments shall be due until a Payment Request has been submitted to and accepted by Owner. Within ten (10) days of receiving a Payment Request, Owner shall either accept the Payment Request or submit in writing to Contractor why any portion of the request is rejected. Rejection of any portion of a Payment Request may be because: (a) the Work has not progressed to the extent represented; (b) the quality of the Work is not in accordance with the Contract Documents; or, (c) all conditions precedent to payment do not appear to have been satisfied. In the event of any late payment by Owner, the principal amount owed shall begin to accrue simple interest thirty (30) days after the due date at the rate of twelve percent (12%) per annum. Unless otherwise agreed by Owner and Contractor, payment to Contractor shall be made by check. Owner may, at any time in its discretion, make checks payable jointly to Contractor and one or more third parties, and these joint payments shall satisfy amounts owed by Owner to Contractor, whether or not all parties endorse the checks. In exchange for progress payments, Owner may require a partial release (to the extent of all payments made) of all liens for materials furnished and labor performed by Contractor, its employees, agents, and all third parties furnishing labor or materials in connection with the Work, and an affidavit that no person has a right to any lien.

3.4 Substantial Completion. The Work is substantially complete when the Work has progressed to the point where the Work is or can be utilized for the purposes for which it was intended, in accordance with the Contract Documents ("**Substantial Completion**"). Contractor shall notify Owner in writing when it considers the Work substantially complete and request a certificate of substantial completion. Contractor shall simultaneously submit to Owner a draft punch list of items to be completed or corrected prior to Final Payment (defined hereinafter). Owner, for itself or by someone on its behalf, shall inspect the Work to determine the completion status and revise, if necessary, the draft punch list. This inspection may occur with or without the attendance of Contractor, in Owner's sole discretion, but if Contractor's attendance is desired by Owner, Contractor shall appear. Owner shall seasonably notify Contractor of its determination and provide the revised punch list. If Owner determines the Work is not substantially complete, written reasons therefor will be provided to Contractor. After receiving the revised punch list, Contractor shall promptly begin work on the items therein.

Final lien waiver and release will be exchanged for final payment.

3.5 Final Payment. Final payment shall not be due until the Work is: (a) fully completed and performed in accordance with the Contract Documents; (b) satisfactory to Owner after completion, inspection, and acceptance of any and all punch-list items; (c) Owner has received all required approvals from an Inspector (defined herein) or similar entity; and, (d) Owner receives a Payment Request indicating that it is for "Final Payment" and a final lien waiver and release. ~~Notwithstanding the foregoing, Owner, in its sole and absolute discretion, may continue to withhold any portion or all of the retainage withheld under Subsection 8.2 until the period within which liens may be asserted expires.~~ Acceptance by Contractor of the final payment of the Contract Price shall constitute a waiver of all Contractor's claims against Owner under this Agreement. ISS RM

3.6 Acceptance of Work. Acceptance by Contractor of the final payment of the Contract Price shall waive and release all claims against Owner under this Agreement except for those claims previously asserted in writing, but shall not waive any claims of Owner arising out of or resulting from the Work and shall not release Contractor from any obligations under this Agreement, including but not limited to liability for warranties, warranty services, indemnity, insurance required, or any other liability for alleged defects in the Work or incomplete Work. No certificate issued, nor payment made to Contractor, nor partial or entire use or occupancy of the Work by Owner, its agents, customers, or assigns shall constitute an acceptance of the Work or materials not in compliance with this Agreement, or be used in any way as evidence of acceptance by Owner.

4. PERFORMANCE OF THE WORK.

4.1 Contract Documents. The Work shall be performed in strict accordance with the requirements of the plans, specifications, drawings, and reports (the "Contract Documents") described in **Exhibit C**, in conjunction with the terms of this Agreement. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof). The Contract Documents are complementary, and what is required by one document is required by all. In the event of conflicting provisions, specifications will take precedence over drawings; a more specific provision will take precedence over any less specific; a more stringent standard will take precedence over a less stringent standard; a better quality will take precedence over an item of inferior quality; later modifications or changes will supersede or take precedence over earlier provisions. In addition, Contractor shall immediately notify Owner in writing of any conflict, error, ambiguity, or discrepancy within the Contract Documents.

4.2 Standards. In addition to compliance with the Contract Documents, Contractor shall perform all Work in a good and workmanlike manner, and in accordance with all prudent industry standards and practices. Contractor shall supervise, inspect, perform, and direct the Work competently and efficiently, devoting attention and applying such skills and expertise necessary to perform the Work in accordance with the Contract Documents.

4.3 Government Requirements. Contractor agrees to fully comply with all applicable federal, state, county and local laws and statutes, ordinances, rules, regulations, orders, codes, and licensing requirements relating in any way to the performance of the Work, including but not limited to the requirements of the Occupational Safety and Health Act of 1970, as amended, and the procurement and posting of all required permits and notices (the "Requirements"). In addition, Contractor shall not discriminate illegally in its hiring or employment, and shall comply with all state and federal employment laws or regulations regarding same. In addition to its obligations under Section 10 of this Agreement, Contractor shall immediately pay all fines or penalties assessed upon Contractor or Owner relating to the Work for any violation of or noncompliance with the Requirements, and shall, to the fullest extent permitted by law, **INDEMNIFY, DEFEND, and HOLD OWNER HARMLESS** from and against any and all fines, penalties, claims, demands or losses, including attorneys' fees, arising out of any alleged violation of or noncompliance with the Requirements by Contractor, or its agent, employee, or subcontractor of any tier or any other entity acting on behalf of or at the direction of Contractor, regardless of any alleged fault of Owner. Contractor's indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of Owner, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Contractor or any of Contractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier, or their respective employees. Notwithstanding the foregoing, any indemnification under this Subsection subject to FLA. STAT. 725.06, or similar law, shall be limited to three (3) times the value of the Agreement or one (1) million dollars per occurrence, whichever is greater. Any project specifications or bid documents issued to Contractor by Owner after the execution of the Agreement shall be deemed to include this monetary indemnity limitation.

4.4 Independent Contractor; Manner, Means, and Methods. Contractor, in performing the Work, shall do so as an independent contractor and shall have the sole right and obligation to control the manner, means, method, techniques, and performance of the Work. Contractor shall ensure that the Work and results achieved comply with Section 4 of this Agreement. Any provisions in this Agreement which may appear to give Owner the right to direct Contractor as to the details of doing the Work or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only.

4.5 Subcontracting; Owner's Acceptance; Responsibilities. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner. In addition, Contractor shall be responsible, and liable, for all acts and omissions of all third parties furnishing labor or materials in connection with the Work, and shall ensure that all personnel performing the Work are qualified and competent to perform their assigned tasks and have all necessary licenses. Contractor shall list each and every subcontractor and supplier which will, or is expected to, perform any of the Work (the "Subcontractor and Supplier Schedule"), in Exhibit D. Exhibit D shall also contain a description of the Work to be, or which is expected to be, performed by each. If, at any time and for any reason, a subcontractor or supplier not listed in the Subcontractor and Supplier Schedule is to perform Work, Subcontractor shall immediately notify Contractor and promptly submit a proposed amendment for Owner's review and acceptance prior to any Work by an unscheduled subcontractor or supplier.

4.6 Contractor's Acknowledgements Regarding Work. Contractor's commencement of the Work shall be deemed as Contractor's acknowledgment that Contractor has inspected the location of the Project where the Work is to be performed (the "Project Site"), is thoroughly familiar with this Agreement and the Contract Documents, and that the Contract Documents are clear and unambiguous, and that Contractor has accepted and agreed to be bound by the requirements, standards, and obligations set forth in this Agreement.

4.7 Representative. Contractor shall have a competent representative at the Project Site at all times during performance of the Work who shall have absolute authority to act, in all respects, on behalf of and for Contractor.

4.8 Licenses, Permits, and Approvals. Contractor shall secure and maintain all permits, licenses, approvals, and as-built drawings necessary for, or applicable to, the performance of the Work. Contractor shall provide copies to Owner immediately upon request.

4.9 Differing Site Conditions. Contractor represents, warrants, and acknowledges that: (a) Contractor has had sufficient time to examine the Project Site to determine the character of the surface and subsurface materials and conditions to be encountered; (b) Contractor is fully aware and knows of the character of the surface and subsurface materials and conditions to be encountered; (c) Contractor has compared the actual site conditions with those reflected in the Contract Documents; and, (d) no additional compensation will be paid as a result of unforeseen site conditions.

4.10 Observation, Inspection, and Testing. Owner and any government agency inspector ("Inspector") shall have the right, but not the obligation, to observe, inspect, or test the Work at any time during or after construction, but that observation, inspection, or testing is solely for the benefit of Owner and is not for Contractor's benefit. Contractor shall cooperate with Owner and Inspector during any such inspection. At Owner or Inspector's request, Contractor shall uncover any portion of the Work for examination, and Contractor shall restore such portions to the standards required by this Agreement. If the Work examined is unacceptable, or if the Work was performed without inspection by Owner or the Inspector, the uncovering, removing, and replacing of the Work shall be at Contractor's expense. Any failure by Owner or the Inspector to note or discover defects in the Work during an inspection shall not waive or vary any of Contractor's obligations, representations, or warranties related to the Work.

4.11 Work of Others. Contractor shall be responsible for inspecting any work of another contractor that may affect Contractor's own Work in any way, and shall report in writing to Owner any defects in the work of any other contractor prior to commencement of any Work, or Contractor shall be deemed to have accepted all other contractors' work for inclusion into Contractor's Work.

4.12 Clean-up. Contractor shall at all times keep the Project Site free from accumulation of waste or other discarded materials, including but not limited to trash, unused construction materials, garbage, refuse, or rubbish ("Waste"), caused by its operations and shall remove all of Contractor's materials at the conclusion of the Work. If materials are furnished by Owner, Contractor shall move all usable materials at the conclusion of the Work to a location designated by Owner. Contractor shall dispose of all Waste properly, and may place it in any receptacles intended for that purpose on the Project Site or at other locations designated by Owner. Removal and disposal of such Waste shall be in accordance with the Requirements and any subdivision rules. Contractor's failure to comply with this Subsection 4.12 shall authorize Owner to undertake any necessary clean-up, the cost of which be payable by Contractor immediately upon demand by Owner and may be deducted by Owner from any sums owed to Contractor.

4.13 Rules and Covenant Compliance. Contractor shall comply fully with all rules, regulations, and restrictive covenants governing the Project Site and other areas on which and near where the Work is performed, including but not limited to rules, regulations and restrictions: (a) establishing days, and the time of day, that Work may be performed; (b) governing storage of materials at the Project Site; (c) regulating trash pick-up and waste collection at the Project Site; and, (d) Project Site safety requirements. Contractor shall be subject to subdivision rules which provide for fines payable to Owner by Contractor for failure to comply with such rules, which may be deducted by Owner from any sums owed by Owner to Contractor.

5. SCHEDULE OF WORK.

5.1 Construction Schedule. Contractor acknowledges that TIME IS OF THE ESSENCE in the performance of all the Work and obligations under this Agreement. At all times during the progress of the Work, Contractor shall employ enough skilled workmen, and have on hand and maintain an adequate supply of materials and equipment, to complete the Work in accordance with Owner's construction schedule ("Construction Schedule"), which may be attached hereto as **Exhibit E**. Contractor agrees to keep itself continuously informed of the progress of the Project to coordinate with Owner all Work scheduled, and to cooperate with other contractors, architects, and engineers performing work on the Project.

5.2 Commencement of Work. Contractor shall have no authority to perform, or to commence any of the Work, until Owner has issued instructions to proceed in writing in the form of a notice to proceed or other similar written directive ("Notice to Proceed"). Contractor shall commence the Work no later than three (3) days after the later of the Notice to Proceed from Owner or the issuance of an appropriate construction permit, and if such Work is interrupted at the direction of Owner, Contractor shall resume such Work within two (2) working days of Owner's direction to resume (such direction also provided in the form of a Notice to Proceed). At any time and without cause, Owner may suspend any portion of the Work for a period of time not exceeding ninety (90) consecutive days by written notice to Contractor.

5.3 Changes in Construction Schedule. Owner may alter the time, order and priority for performance of all components of the Work and all matters relative to the timely and orderly conduct of the Work without increase in price or liability of any kind to Contractor or others. Contractor shall coordinate with Owner all Work scheduled and cooperate with other contractors. Owner shall have the right to make changes to the Construction Schedule, at Owner's sole and absolute discretion, and Contractor shall comply with such changes. Contractor shall not be entitled to any additional compensation for schedule changes.

5.4 Force Majeure. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes (as described below) not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in the Construction Schedule. Contractor's entitlement to an adjustment of the Construction Schedule is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the current Construction Schedule. Adjustment to the Construction Schedule shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Subsection 5.4. Causes of delay, disruption, or interference that may give rise to such an adjustment under this Subsection include: (a) severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes; (b) abnormal weather conditions; (c) acts or failures to act of utility providers (other than those performing other work at or adjacent to the Project Site by arrangement with the Owner); and, (d) acts of war or terrorism. Contractor must submit a change proposal to Owner seeking an adjustment in the Construction Schedule under this Subsection within fourteen (14) days of the commencement of the delay, disruption, or interference.

5.5 Contractor Delay. Contractor shall not be entitled to any adjustment in Contract Price or the Construction Schedule for delay, disruption, or interference attributable to or within the control of Contractor or Contractor's employees, agents, and all third parties furnishing labor or materials in connection with the Work, regardless of whether the delay, disruption, or interference is concurrent with that of others.

6. SAFETY.

6.1 Contractor Responsibility for Safety. Contractor shall, at its own expense, be solely responsible for protecting its employees, subcontractors, material suppliers and all other persons from risk of death, injury or bodily harm arising from, or in any way related to, the Work or the Project Site, and ensuring full compliance with all government safety and Occupational Safety and Health Administration (OSHA) rules and regulations. Contractor shall have an ongoing safety program and conduct inspections to ensure that safe working conditions and equipment exist and safe practices are observed. Contractor shall have a competent person on the Project Site at all times in charge of Contractor's safety program. UNDER NO CIRCUMSTANCES SHALL THE ACTIONS OF OWNER IN REQUIRING IMPLEMENTATION OF A SAFETY PROGRAM BE CONSTRUED AS OWNER HAVING CONTROL OVER CONTRACTOR'S SAFETY PROGRAM. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONTENT AND IMPLEMENTATION OF ITS SAFETY PROGRAM WHICH SHALL MEET OR EXCEED APPLICABLE LEGAL STANDARDS. CONTRACTOR AGREES THAT OWNER HAS NO RESPONSIBILITY OR LIABILITY FOR THE PHYSICAL CONDITION OR SAFETY OF THE PROJECT SITE. Contractor shall immediately notify Owner's construction supervisors and any safety contractor of any unsafe conditions or practices observed on the Project Site and promptly send Owner a written notice if the condition or practice is not immediately remedied. Further, Contractor shall immediately notify in writing Owner and Contractor's insurer of any accidents or injuries on the Project Site related or in any way connected to the Work. Contractor shall prohibit and prevent the presence on the Project Site of persons under age eighteen (18) and all persons not involved in the Work.

6.2 Safety Laws. Contractor shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning occupational health and safety, accident prevention, safety equipment and practices, including but not limited to federal and state OSHA regulations ("Safety Law"). In addition to its obligations under Section 10 of this Agreement, Contractor shall immediately pay all fines or penalties assessed upon Contractor or Owner relating to the Work for any violation of, or noncompliance with, the Safety Law, and shall, to the fullest extent permitted by law, **INDEMNIFY, DEFEND, and HOLD OWNER HARMLESS** from and against any and all claims, demands, liability, losses, costs, damages or expenses including attorneys' fees and costs incurred, lawsuits, actions, causes of action, citations or work stoppages, or other litigation of every kind and character in any way incident to, in connection with, or arising out of any alleged violation or noncompliance by Contractor, or its agent, employee, or subcontractor of any individual or entity acting on behalf of or at the direction of Contractor, of the Safety Law, or safety citation, regardless of any alleged fault of Owner. Contractor's indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of Owner, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Contractor or any of Contractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier, or their respective employees. Notwithstanding the foregoing, any indemnification under this Subsection subject to FLA. STAT. 725.06, or similar law, shall be limited to three (3) times the value of the Agreement or one (1) million dollars per occurrence, whichever is greater. Any project specifications or bid documents issued to Contractor by Owner after the execution of the Agreement shall be deemed to include this monetary indemnity limitation. Contractor shall provide Owner with written verification of compliance with Hazard Communication Standard, 29 C.F.R. §1926.59 et seq., and, if required by law, provide written notice to Owner of the contact person responsible for Contractor's safety compliance.

6.3 Hazardous Materials. Contractor shall not permit any Hazardous Substances, defined below, to be brought onto or stored at any job site or used in the construction of the Work, except for commonly used construction materials, provided however, that all such material shall be handled in full compliance with all laws, ordinances and regulations. All notices required to be given with respect to such products shall be given by Contractor. Contractor shall not release or dispose, nor allow any other person to release or dispose, of Hazardous Substances or waste at any job site or into the soil, drains, surface or ground water, or air. "Hazardous Substance" means any substance or material which any state, federal or local governmental authority determines or designates as capable of posing a risk of injury to health, safety, property or the environment.

6.4 No Alcohol or Drugs. Contractor shall prohibit and prevent the presence or use of alcohol or drugs by its employees, agents, subcontractors or suppliers at the Project Site, or performance of the Work by any person under the influence of alcohol or drugs. "Drugs" shall include any substance, whether or not illegal, which upon exposure, ingestion, inhalation, injection or by any other introduction, may impair one's ability to safely perform the Work.

7. CONTRACTOR'S WARRANTIES.

One (1) year RUC
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7.1 Against Defective Work. For the longer of ~~ten (10) years or the period of any applicable statute of limitation or repose,~~ Contractor unconditionally warrants to Owner, its parent, subsidiary or affiliate entities, or successors and assigns, that all Work shall: (a) conform to and comply with the Contract Documents and this Agreement (including any Change Orders), including but not limited to the standards referenced in Section 4; (b) be free from any defects or deficiencies in workmanship or materials; (c) and, comply with the requirements of all applicable governing authorities, laws, regulations, ordinances, and any applicable standards. If requested by Owner, Contractor shall provide evidence of the kind and quality of any materials and products used in the Work. All Work not conforming to these standards and requirements shall be considered to be defective. All materials incorporated into the Work shall be new, of the best quality within the material's description in the Contract Documents (in accordance with the customs and standards of the trade), fit for its intended, particular purpose, and free from defects.

7.2 Warranty Services. Contractor shall be liable to make good or promptly repair or replace any and all Work not complying with the standards set forth in this Agreement at its own expense ("Warranty Services"). The performance or fulfillment of any warranty repair or replacement responsibilities by Owner or any other third party will not affect, minimize, waive, or in any way obviate Contractor's warranty or indemnity obligations hereunder, nor shall it affect Owner's right to require Contractor to perform any warranty services thereafter. If Warranty Services are required on, or will substantially affect, any property with a dwelling inhabited by a customer of Owner, Contractor will endeavor to coordinate any Warranty Services with Owner and any affected customer. Contractor shall perform background checks and ensure only suitable persons perform warranty or repair work after house or other dwelling is occupied.

7.3 Repair by Owner Does Not Waive Warranty. The performance or fulfillment of any warranty repair responsibilities of Contractor by Owner or any other third party will not affect, minimize, or in any way obviate Contractor's warranty or indemnity obligations hereunder, nor shall it affect Owner's right to require Contractor to perform Warranty Services thereafter.

7.4 Transfer of Manufacturers' Warranties. Contractor shall furnish, transfer and assign all warranties, relevant product information, and guarantees by manufacturers on components of the Work, including any appliances or equipment, and shall furnish all certificates required by any third parties (such as any municipality). These warranties, guarantees, and certificates are in addition to all other warranties or obligations of Contractor provided by law or otherwise and shall not limit or reduce any applicable statutes of limitation.

7.5 Transfer of Title and Ownership to Work and Other Documents. Contractor warrants and hereby transfers title to all Work, including, but not limited to all materials, products, samples, as-built drawings and shop drawings, to Owner, either upon incorporation in the construction or upon receipt of payment by Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances. To the extent subject to copyright law, all Work shall be considered a "work made for hire." Upon request of Owner, Contractor shall also provide any other documents necessary to transfer any and all ownership rights to the Work to Owner, including, but not limited to any copyright rights.

8. LIENS AND RETAINAGE.

8.1 Contractor's Lien Waivers. To the extent permitted by law, as a condition precedent to payment for any portion or all of the Work, Contractor shall submit to Owner with any Payment Request, a validly executed waiver and release, in a form acceptable to Owner and pursuant to applicable law, waiving and releasing all claims, liens, lien rights, and all other similar claims related to all of the Work performed. Contractor shall list all persons who are authorized to sign Contractor's waivers and releases referenced in this Subsection 8.1 and Subsections 3.3 and 3.5 (the "Schedule of Authorized Personnel for Waivers and Releases"), in **Exhibit F**, attached hereto. Contractor warrants and represents that each person listed in the Schedule of Authorized Personnel for Waivers and Releases is duly authorized and has the requisite legal capacity to execute any and all such waivers and releases on Contractor's behalf, and that such authority may not be revoked by Contractor without a formal amendment to the schedule. In addition, if subcontractors, materialmen, or any other third-party performs any portion of the Work for which Contractor seeks payment in any Payment Request, Contractor shall also submit with the Payment Request, as a condition precedent to payment for any portion or all of the Work, a validly executed waiver and release, in a form acceptable to Owner and pursuant to applicable law, wherein any and all such subcontractors, materialmen, and any other person or entity having lien rights shall acknowledge receipt of all sums due for all prior work performed and waive and release any liens, lien rights and all other similar claims relating to the work performed.

8.2 Retainage. For as long as allowed by applicable law and this Agreement, in the sole discretion of Owner, a ten percent (10%) retainage shall be withheld from payments owed Contractor by Owner for all Work in progress.

8.3 Lien Claim Indemnity. If any liens, affidavits of claim, stop payment notices, or lis pendens arising out of the Work are filed or provided to Owner, Contractor agrees that Owner shall be entitled to withhold all further payments to Contractor until Contractor causes such liens, affidavits of claim, stop payment notices, or lis pendens to be removed and released of record. In addition to its obligations under Section 10 of this Agreement, Contractor shall, to the fullest extent permitted by law, **INDEMNIFY, DEFEND, and HOLD OWNER HARMLESS** from any loss, expense, including legal fees and disbursements, damage or injury caused or occasioned, directly or indirectly, by any such liens, affidavits of claim, stop payment notices, or lis pendens, and further agrees immediately upon Owners' request to: (a) procure a bond to indemnify Owner and any purchaser of property including the Work, in an amount sufficient to discharge any and all liens, affidavits of claim, stop payment notices, or lis pendens; or, (b) pay to Owner all monies, including any additional amount necessary to cover all attorneys' fees, expenses and court costs paid by Owner or any home purchaser in discharging the liens, affidavits of claim, stop payment notices, or lis pendens whichever remedy Owner elects in its sole and absolute discretion. This Section shall be in addition to any rights Owner has under applicable law with respect to such liens, affidavits of claim, stop payment notices, or lis pendens. Contractor's indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of Owner, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Contractor or any of Contractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier, or their respective employees. Notwithstanding the foregoing, indemnification under this Subsection subject to FLA. STAT. 725.06, or similar law, shall be limited to three (3) times the value of the Agreement or one (1) million dollars per occurrence, whichever is greater. Any project specifications or bid documents issued to Contractor by Owner after the execution of the Agreement shall be deemed to include this monetary indemnity limitation.

9. BONDS.

9.1 Generally. When required by this Agreement (as indicated in Subsections 9.2 and 9.3 below), Contractor shall furnish Owner with either a payment or performance bond, or both, issued by a surety acceptable to Owner. Any payment or performance bond shall be in the form acceptable to Owner unless Owner, in its sole discretion, agrees in advance, in writing, to another form and shall remain in effect and enforceable (without default, failure or insolvency of the surety) to satisfy all obligations and responsibilities

of Contractor relating to the performance of its work. No change, alteration of, modification to or deviation from the Agreement shall release or exonerate, in whole or in part, any surety issuing a payment or performance bond, or both, and no notice is required to be given to such surety of any change, alteration, modification, or deviation.

9.2 Payment Bond. Contractor is (CHECK ONE): **REQUIRED**; or, **NOT REQUIRED**, to provide and maintain a payment bond under this Agreement in the full amount of the Contract Price to guaranty and ensure Contractor's payment to all subcontractors, materialmen, and laborers who have performed the Work should Contractor default. If the Contract Price increases per Change Orders during the course of Contractor's Work, Contractor is required to increase the amount of the payment bond accordingly. If neither box is checked in this Subsection, no payment bond is required.

9.3. Performance Bond. Contractor is (CHECK ONE): **REQUIRED**; or, **NOT REQUIRED**, to provide and maintain a performance bond under this Agreement to guaranty satisfactory performance of all duties specified in the Agreement by Contractor, including but not limited to Contractor's obligation to complete the Work pursuant to Section 4 of this Agreement. If neither box is checked in this Subsection, no performance bond is required.

10. INDEMNITY.

10.1 GENERALLY. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD OWNER AND OWNER'S OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, (INDIVIDUALLY OR COLLECTIVELY "INDEMNITEE"), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS OR OTHER LITIGATION, ACTIONS, CAUSES OF ACTION, OR OTHER LIABILITIES, OF EVERY KIND AND CHARACTER (INCLUDING ALL COSTS THEREOF, ATTORNEYS' FEES AND INTEREST), WHETHER ASSERTED BY A PURCHASER OR OWNER, CONTRACTOR, OR ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO PERSONNEL FURNISHED BY CONTRACTOR, ITS SUPPLIERS AND SUBCONTRACTORS OF ANY TIER), ON ACCOUNT OF BODILY OR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF TANGIBLE OR INTANGIBLE PROPERTY INCLUDING THE LOSS OF USE THEREOF IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH: (a) A BREACH OF ANY WARRANTIES, REPRESENTATIONS, COVENANTS, OR OTHER OBLIGATIONS OF CONTRACTOR SET FORTH IN THIS AGREEMENT; (b) THE WORK, AS DEFINED IN SECTION 1, INCLUDING BUT NOT LIMITED TO WORK PERFORMED OR TO BE PERFORMED OR MATERIAL SUPPLIED BY CONTRACTOR OR BY CONTRACTOR'S CONTRACTORS, SUBCONTRACTORS, SUB-SUBCONTRACTORS, MATERIALMEN, OR AGENTS OF ANY TIER, OR THEIR RESPECTIVE EMPLOYEES; (c) ANY NEGLIGENT ACT, OMISSION, OR DEFAULT, OR ANY STRICT LIABILITY, OF INDEMNITEE, RELATED IN ANY WAY TO THE WORK, PROVIDED HOWEVER THAT SUCH INDEMNIFICATION SHALL NOT INCLUDE CLAIMS OF, OR DAMAGES RESULTING FROM, GROSS NEGLIGENCE, OR WILLFUL, WANTON OR INTENTIONAL MISCONDUCT OF INDEMNITEE, OR FOR STATUTORY VIOLATION OR PUNITIVE DAMAGES EXCEPT TO THE EXTENT THE STATUTORY VIOLATION OR PUNITIVE DAMAGES ARE CAUSED BY OR RESULT FROM THE ACTS OR OMISSIONS OF CONTRACTOR OR ANY OF CONTRACTOR'S CONTRACTORS, SUBCONTRACTORS, SUB-SUBCONTRACTORS, MATERIALMEN, OR AGENTS OF ANY TIER, OR THEIR RESPECTIVE EMPLOYEES; OR (d) ANY NEGLIGENT OR INTENTIONAL ACT, OMISSION, OR DEFAULT, OR ANY STRICT LIABILITY, OF CONTRACTOR OR ANY OF CONTRACTOR'S CONTRACTORS, SUBCONTRACTORS, SUB-SUBCONTRACTORS, MATERIALMEN, OR AGENTS OF ANY TIER, OR THEIR RESPECTIVE EMPLOYEES. CONTRACTOR'S DUTY TO DEFEND IS A SEPARATE, DISTINCT, AND INDEPENDENT OBLIGATION FROM ITS DUTY TO INDEMNIFY AND IS TRIGGERED IMMEDIATELY WHEN ANY CLAIM, DEMAND, OR OTHER ASSERTION OF LIABILITY IS MADE AGAINST INDEMNITEE WHICH POTENTIALLY OR ARGUABLY IS SUBJECT TO CONTRACTOR'S DUTY TO INDEMNIFY, REGARDLESS OF CONTRACTOR'S ULTIMATE LIABILITY FOR INDEMNITY. CONTRACTOR MUST DEFEND INDEMNITEE EVEN WHERE THE ALLEGATIONS AGAINST INDEMNITEE ARE AMBIGUOUS OR INCOMPLETE WITH RESPECT TO THE ISSUE OF CONTRACTOR'S DUTY TO INDEMNIFY. THE DEFENSE DUTY IS TRIGGERED BY ALLEGATIONS IN A LAWSUIT OR OTHER SIMILAR ACTION, REGARDLESS OF WHETHER THEY ARE GROUNDLESS, FALSE OR FRAUDULENT, OR ALTERNATIVELY BY ANY FACTS (EXTRINSIC TO THE ALLEGATIONS) NOT PLED, OR NOT PLED WITH SPECIFICITY, BY THE CLAIMANT. ONCE THE DUTY TO DEFEND IS TRIGGERED, CONTRACTOR IS OBLIGATED TO DEFEND THE ENTIRE ACTION, LAWSUIT, ARBITRATION, OR OTHER LITIGATION, INCLUDING ANY CLAIMS THEREIN NOT SUBJECT TO INDEMNITY BY CONTRACTOR. NOTWITHSTANDING THE FOREGOING, ANY INDEMNIFICATION UNDER THIS AGREEMENT SUBJECT TO FLA. STAT. 725.06, OR SIMILAR LAW, SHALL BE LIMITED TO THREE (3) TIMES THE VALUE OF THE AGREEMENT OR ONE (1) MILLION DOLLARS PER OCCURRENCE, WHICHEVER IS GREATER. ANY PROJECT SPECIFICATIONS OR BID DOCUMENTS ISSUED TO CONTRACTOR BY INDEMNITEE AFTER THE EXECUTION OF THE AGREEMENT SHALL BE DEEMED TO INCLUDE THIS MONETARY INDEMNITY LIMITATION. CONTRACTOR AGREES THAT ITS OBLIGATIONS SHALL

NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. PAYMENT FOR THE WORK IS NOT A CONDITION PRECEDENT TO CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION 10.

10.2 INDEMNITY NOT EXCLUSIVE REMEDY. ANY PAYMENTS BY CONTRACTOR UNDER SECTION 10 TO OR ON BEHALF OF THE INDEMNITEE SHALL BE IN ADDITION TO ALL OTHER LEGAL REMEDIES AVAILABLE TO THE INDEMNITEE AND SHALL NOT BE CONSIDERED THE INDEMNITEE'S EXCLUSIVE REMEDY. INDEMNITEE SHALL HAVE THE RIGHT, IF IT SO CHOOSES IN ITS ABSOLUTE DISCRETION, TO DEFEND ALL CLAIMS WHICH MAY BE ASSERTED, AND CONTRACTOR SHALL REIMBURSE INDEMNITEE FOR ALL EXPENDITURES THAT OWNER MAY INCUR ON ACCOUNT OF THE CLAIM.

10.3 NO BAILMENT. CONTRACTOR AND ITS EMPLOYEES, PERSONNEL, AGENTS, SUPPLIERS, AND SUBCONTRACTORS, OF ANY TIER, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES, SHALL BE SOLELY RESPONSIBLE FOR THEIR RESPECTIVE TOOLS, MATERIALS, AND EQUIPMENT, AND HEREBY WAIVE ANY RIGHT OF RECOVERY AGAINST INDEMNITEE WITH RESPECT TO: (a) ANY LOSS OF SUCH TOOLS, MATERIALS, OR EQUIPMENT; OR, (b) ANY DAMAGE TO SUCH TOOLS, MATERIALS, OR EQUIPMENT.

10.4 Subcontractors and Suppliers Indemnity Obligations. Contractor shall require each of its subcontractors to agree to indemnify Indemnitee to the same extent that Contractor is required to indemnify Indemnitee in this Agreement. Before a subcontractor begins its Work, Contractor shall obtain a signed agreement from that subcontractor indemnifying Indemnitee to the extent required and provide that agreement and evidence of satisfactory insurance to Owner. In addition, to the extent permitted by law, Contractor shall require that each supplier or subcontractor indemnify Indemnitee from all losses arising from any materials or labor incorporated into the Work. Contractor shall require subcontractors and material suppliers to agree to submit to the ADR terms set forth in Section 13 of this Agreement. For all purposes, including the purposes of this Agreement, Contractor shall be fully responsible for all of the acts and omissions of any subcontractor or supplier who performs any part of the Work, and all obligations of Contractor under this Agreement shall be deemed also to be the obligation of the subcontractors or suppliers to Owner, for which Contractor shall be fully responsible to Owner.

11. INSURANCE.

11.1 General Requirements Applicable to All Required Insurance. Prior to commencing any Work under this Agreement, and until expiration of the periods set out below, Contractor shall maintain at its expense such insurance as will protect Contractor and Owner from claims and liabilities that may arise out of Contractor's operations under this Agreement, whether such operations are performed by Contractor or its subcontractors or suppliers, or any other person involved in performing Contractor's obligations under this Agreement. All policies of insurance provided and maintained by Contractor pursuant to the Agreement shall provide for a waiver of subrogation in favor of Owner, all affiliates and subsidiaries of Owner, and their respective affiliates, officers, directors, and employees (collectively "**Forestar**") for damages to the extent covered by such policies. All policies provided and maintained pursuant to this Agreement shall indicate that coverage applies in the state where the Work is being performed; and are written by an insurer licensed to do business in the jurisdiction of the Work with a minimum financial strength rating of A and a financial size rating of VII as determined by A.M. Best with insurance companies acceptable to Owner in its sole and absolute discretion. The amounts and types of insurance required by this Agreement are the minimums required by Owner and shall not be substituted for an independent determination by Contractor of the amounts and other types of insurance that Contractor determines to be reasonably necessary to protect itself, the Work, and its obligations under this Agreement. In the event that Contractor obtains insurance coverage that is broader than the minimums required by this Agreement, this Agreement shall be deemed to require the broader coverage, including but not limited to any greater limits and any excess or umbrella coverages. Coverage obtained by Contractor with Forestar as an additional insured shall cover Forestar's vicarious liability and Forestar's liability imposed by warranty, arising out of the acts or omissions of Contractor, and shall be primary, with any insurance of Forestar being excess coverage. Insurance coverages required by this Agreement shall contain unqualified provisions to the effect that the policy shall: (a) not be subject to cancellation, non-renewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to Owner; (b) be carried continuously or provide coverage from the date of commencement of the Work until expiration of any applicable warranty period, statute of limitation, or statute of repose, whichever is longer, for the filing or asserting of claims, lawsuits or other actions arising out of or relating to the Work. Contractor shall immediately notify Owner in writing of any incident, occurrence, injury, or situation related in any way with the Work which may give rise to any claim or loss under any of the insurance coverages required by this Section 11.

11.2 Commercial General Liability. Contractor shall maintain Commercial General Liability Insurance on an Occurrence Form (the "**CGL Policy**"), with a minimum per occurrence limit of no less than One Million Dollars (\$1,000,000.00), and a minimum general aggregate limit of no less than Two Million Dollars (\$2,000,000.00) and a minimum products-completed operations aggregate

of Two Million Dollars (\$2,000,000.00). The CGL Policy general aggregate limit shall apply separately to Contractor's Work under this Agreement, and shall protect against bodily injury, property damage, and personal injury claims arising from the exposures of: premises-operations; products-completed operations, including materials designed, furnished, and/or modified in any way by Contractor; independent subcontractors; contractual liability covering the indemnity obligations set forth in this Agreement; and where applicable, property damage resulting from explosion, collapse, or underground (x, c, u) exposures. To the fullest extent permitted by law, Contractor's obligations specifically include, but are not limited to, obtaining, maintaining and paying for such general liability insurance coverage and endorsements as will insure the provisions of Section 10 of this Agreement and any coverage for the Indemnitee's vicarious liability and liability imposed by warranty arising out of the acts or omissions of Contractor. The CGL Policy shall not exclude from coverage the type, nature, or volume of the Work or limit the type of structure or number of units on which the Work is to be performed. The CGL Policy shall not contain a deductible or self-insured retention of more than Twenty Five Thousand Dollars (\$25,000.00), and shall allow the satisfaction of any and all deductible or self-insured retention through payments made by any third party, including but not limited to Owner or any additional insured, co-insureds, co-insurers, or insureds other than the primary or first named insured. Contractor shall continuously maintain its CGL Policy covering products-completed operations for any applicable warranty period, statute of limitation, or statute of repose, whichever is longer, for the filing or asserting of claims, lawsuits or other actions arising out of or relating to the Work. To the fullest extent permitted by law, Contractor shall add Forestar as Additional Insureds, specifically identifying Forestar, on the CGL Policy covering both ongoing operations and completed operations using endorsement form CG 20 10 11 85 or, if unavailable, both forms CG 20 10 10 01 and CG 20 37 10 01, or endorsement forms providing equivalent coverage.

11.3 Workers Compensation and Employers Liability Insurance. Contractor shall maintain Workers Compensation Insurance that provides statutory benefits and coverage imposed by applicable state or federal law for Contractor's personnel, employees or agents and Contractor shall satisfy all Workers Compensation obligations imposed by law and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each accident for bodily injury, One Million Dollars (\$1,000,000.00) for bodily injury by disease, and One Million-Dollars (\$1,000,000.00) for each employee for bodily injury by disease. The Workers Compensation and Employers Liability Policy shall not be subject to cancellation, non-renewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to Owner. Contractor further shall provide written notification to all of its present and future employees of Contractor's Workers Compensation Insurance.

11.4 Business Automobile Insurance. Contractor shall maintain Business Automobile Liability Insurance coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident, specifying "all autos" coverage or "all owned, leased, hired or non-owned autos." The Business Automobile Liability Policy shall not be subject to cancellation, non-renewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to Owner. Owner shall be included as an Additional insured on the Business Automobile Liability Policy.

11.5 Professional Liability Insurance. If Contractor's Work includes design or engineering services, Contractor shall maintain Contractor's Professional Liability Insurance or Professional Liability Insurance for Architects, Engineers, Surveyors, and other Professional Service Organizations, that provides a per claim limit of no less than One Million Dollars (\$1,000,000.00) and an aggregate of no less than One Million Dollars (\$1,000,000.00) protecting against faulty design and faulty professional judgment. The policy obtained to satisfy this requirement shall not be subject to cancellation, non-renewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to Owner.

11.6 Umbrella Liability Insurance. Contractor shall purchase and maintain umbrella liability coverage of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate which follows form. Such insurance shall be excess of the CGL Policy, business auto liability insurance, and employers liability insurance required in this Section 11. Contractor shall be included as an additional insured under this policy with coverage equivalent to the CGL Policy coverage required by Subsection 11.2 of this Agreement. This insurance shall apply as primary insurance with respect to any other coverage available to Owner, whether on a primary, excess or contingent basis.

11.7 Proof of Insured Status. Prior to commencing the Work, Contractor shall provide evidence that all required insurance is in full force by furnishing Owner with a Certificate of Insurance signed by a duly authorized representative of the insurers and showing compliance with the insurance requirements set out above, including endorsements adding Forestar as Additional Insured and waivers of subrogation. Alternatively, Owner reserves the right to request portions of policies (including but not limited to declarations pages and endorsements) or certified copies of the required policies. Contractor shall not be relieved of any indemnification obligation under this Agreement, including, but not limited to, those undertaken in Section 10 of this Agreement, by securing insurance coverage in accordance with Owner's insurance requirements or by Owner's approval of certificates of insurance or policies. Any acceptance of insurance coverage by Owner shall not be construed as accepting in any way deficiencies in the insurance.

11.8 Non-Compliance of Insurance Requirements. NOTWITHSTANDING THE FOREGOING, IF CONTRACTOR FAILS TO PROVIDE AND MAINTAIN THE INSURANCE REQUIRED BY THIS AGREEMENT, IN ADDITION TO ALL

OTHER REMEDIES, OWNER, AT ITS SOLE OPTION, SHALL BE ENTITLED TO: (a) REDUCE THE AMOUNT DUE CONTRACTOR BY THE AMOUNT (ESTABLISHED BY OWNER BY OWNER POLICY WITH RESPECT TO PARTICULAR TRADE CATEGORIES IN ITS SOLE AND ABSOLUTE DISCRETION IN EFFECT AT THE TIME WORK IS PERFORMED) TO COMPENSATE OWNER REASONABLY FOR ANY ADDITIONAL COSTS OF ITS WORKERS COMPENSATION AND GENERAL LIABILITY INSURANCE PREMIUMS AND OWNER'S INCREASED RISKS AND ADMINISTRATIVE COSTS ASSOCIATED WITH DOING BUSINESS WITH AN UNINSURED CONTRACTOR. THIS WITHHOLDING IS NOT PAYMENT FOR INSURANCE AND OWNER IS IN NO WAY AN INSURER OF CONTRACTOR, OR ITS EMPLOYEES OR SUBCONTRACTORS. CONTRACTOR REMAINS OBLIGATED TO PROVIDE INSURANCE FOR CONTRACTOR AND ITS EMPLOYEES UNDER THIS AGREEMENT AND THE AMOUNT WITHHELD MAY EXCEED THE ACTUAL COSTS INCURRED BY OWNER; (b) ACCEPT FROM CONTRACTOR A WAIVER OF INSURANCE TO THE EXTENT PERMITTED AND MADE IN ACCORDANCE WITH THE REQUIREMENTS OF ANY APPLICABLE STATUTES OR REGULATIONS; OR, (c) WITHHOLD ALL OF AMOUNTS OWED CONTRACTOR UNTIL IT CURES ANY AND ALL BREACHES OF THIS SECTION 11, SUCH CURE PERIOD TO BE NO LESS THAN FIFTEEN (15) DAYS BUT NO MORE THAN SIXTY (60) DAYS. Owner may elect one or several of the foregoing options in the event of Contractor's failure to comply with this Section 11. If Owner elects to withhold sums owed Contractor under this Agreement pursuant to Subsection 11.8(c), and Contractor fails to cure within the stated cure period, Owner may terminate this Agreement for cause (and, at Owner's sole option, Owner may require Contractor to assign some or all of its subcontracts to Owner or another contractor to finish the Work).

11.9 Subcontractor and Supplier Insurance Obligations. If Contractor subcontracts any of the Work, Contractor warrants and guarantees that each subcontractor shall carry the same insurance required to be carried by Contractor in this Section 11, and that each subcontractor shall name Forestar as an additional insured on the required liability policy or policies to the same extent that Contractor is required to do so. Further, Contractor shall require subcontractors and material suppliers to provide to Owner evidence of satisfactory insurance in accordance with the terms of this Agreement.

11.10 Subrogation. Contractor hereby waives, releases and discharges all claims and rights of recovery by subrogation or otherwise (including but not limited to claims relating to deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, insolvency of any insurer, limitations or exclusions of coverage) against Owner or any Indemnitee, and any of their consultants, subcontractors, agents, employees and representatives. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity: (a) would otherwise have a duty of indemnification, contractual or otherwise; (b) did not pay the insurance premium directly or indirectly; and, (c) whether or not such individual or entity has an insurable interest in the property damaged.

11.11 Failure to Obtain/Verify Evidence of Insurance or Bonds Not a Waiver. Any failure of Owner to obtain or verify evidence of any insurance or bonds required hereunder shall not be deemed a waiver of such requirements.

12. REMEDIES.

12.1 Owner's Remedies. If the Work is defective or incomplete, or if another contractor's work, or other property, is damaged by an act or omission of Contractor, or any of its employees, agents, suppliers, or subcontractors of any tier, or their respective employees or agents, Owner prior to Substantial Completion, Owner shall have the right to elect, at its sole, absolute discretion to: (a) notify Contractor, at which time Contractor shall promptly correct all or any portion of the Work designated by Owner, and replace or repair any other damaged work or property designated by Owner, at Contractor's expense, within twenty-four (24) hours of notice in an emergency (as determined by Owner in its sole discretion) and within forty-eight (48) hours of notice on a non-emergency basis; or (b) correct all or any portion of the Work and replace or repair all or any portion of the other damaged work or property, at which time Owner is entitled to retain any sums otherwise due Contractor under this Agreement and apply these sums against such costs to complete, repair, or replace, plus any related costs or damage including re-inspection fees, with any excess to be paid to Contractor. If such costs exceed the funds withheld, Contractor shall be fully responsible for the deficiency, together with any damages and costs, including costs of court and attorneys' fees incurred by Owner, and shall pay this amount to Owner immediately upon demand. Contractor shall provide Owner immediate verbal notice, followed by prompt written notice, when any repair or replacement under this Subsection 12.1 is complete. Such verbal and written notice is also required when any repair or replacement under this Subsection 12.1 cannot, within reason, be completed within the timeframe required, such notice to include a detailed explanation of the remedial work to be performed, the materials and labor required, and an estimate of when the repair or replacement will be complete. When any defective or incomplete Work has been repaired or replaced after Substantial Completion, Contractor agrees that any warranty period on such item, and any applicable statute of limitation and repose is extended, so as to begin running on the day of satisfactory completion of the repair or replacement.

12.2 Right to Withhold or Offset. In addition to the remedies in Subsection 12.1, Owner is authorized hereby to withhold payment otherwise due Contractor and offset that payment against any damages or expenses incurred by Owner, if: (a) Contractor does not make prompt and proper payments to its employees, agents, or subcontractors, or fails to pay for any labor, materials or equipment furnished to Contractor by third parties; (b) claims or liens are filed or made against the Project as a result of Contractor's acts or omissions; (c) in Owner's discretion, Owner reasonably believes that Contractor's Work is not progressing satisfactorily or that the Work cannot or may not be completed in accordance with the terms of this Agreement; (d) Contractor fails to perform, or to pay the costs and expenses of warranty service, any indemnity claim, taxes, or legal order owed by Contractor under this Agreement; (e) Contractor fails to timely provide the evidence of insurance required pursuant to this Agreement and Owner has not expressly waived that insurance requirement in writing; (f) Contractor fails to promptly pay any fines or penalties imposed against Owner or Contractor related directly or indirectly to the Work; (g) Contractor has not provided necessary or adequate tools, material, or equipment for, or cleaned up after, the Work; or (h) Contractor fails to comply with any other provision of this Agreement, or any agreement between Contractor and Owner's parent company, any subsidiary or affiliate. Without limiting the generality of the foregoing, Owner may offset from amounts owing to Contractor hereunder any amounts owing by Contractor to Owner's parent company, any subsidiary or affiliate, under any agreement between Contractor and any such entity.

12.3 Remedies Not Exclusive. The duties and obligations imposed by this Agreement, and rights and remedies available under this Agreement, shall be independent and cumulative so that no one of them is exclusive, and each is in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. The assertion by any party of any right or remedy shall not preclude the assertion by such party of any other rights or the seeking of any other remedies allowed.

12.4 Right to Attorneys' Fees and Expenses. Contractor shall pay any and all attorneys' fees and other expenses incurred by Owner in enforcing Contractor's obligations under this Agreement.

13 ALTERNATIVE DISPUTE RESOLUTION.

13.1 Disputes. Any and all disputes, whether existing now or arising in the future, related in any way to this Agreement, to the Work, or to any dispute that Owner or Contractor have with any third party related to the Work ("**Disputes**") shall be subject to Alternative Dispute Resolution (ADR). These Disputes shall include claims related to the construction or sale of any property incorporating the Work, including any claims asserting any alleged defects in the Work or any alleged representations or warranties, express or implied, relating to the property or improvements. Contractor shall incorporate all of Section 13 in its agreements with subcontractors and suppliers, requiring them to participate in the dispute resolution process described in to the same extent Contractor is required to participate.

13.2 Mediation. If a Dispute cannot be settled through negotiation, Owner and Contractor may agree in good faith to settle the Dispute by mediation. Cost of mediation shall be shared equally by the parties. Notwithstanding the foregoing, a party need not mediate before seeking other relief.

13.3 Arbitration. If the parties are unable to resolve any Dispute by agreement, regardless of the choice of law provision in Subsection 17.5, the Dispute shall be submitted to binding arbitration under the Federal Arbitration Act, 9 U.S.C. 1 et seq. ("**FAA**"). All demands for arbitration shall be made before the expiration of the applicable statutes of limitations or repose, except that any claim by Owner shall not accrue for purposes of any time limitation for claims until Owner has discovered the claim, or could have discovered it by reasonable diligence. The award rendered by the arbitrator(s) shall be final and binding. A petition to confirm, vacate, modify or correct an award may be filed in any court of competent jurisdiction, but the award may be vacated, modified or corrected only as permitted by the FAA.

13.4 Choice of Mediator and Arbitrator; Number of Arbitrators. Any mediation or arbitration shall be administered and conducted by a mediator or arbitrator(s) mutually agreeable to the parties. Three neutral arbitrators shall be appointed if the Dispute, or the aggregate amount of all Disputes against Owner, is for One Million Dollars (\$1,000,000.00) or more, but only one arbitrator shall be appointed if the Dispute is for less than One Million Dollars (\$1,000,000.00). If the Dispute or Disputes is to be decided by three arbitrators, then each party shall select a neutral arbitrator within fourteen (14) calendar days of the demand for arbitration is served and the two party-appointed arbitrators shall select a third neutral arbitrator within fourteen (14) calendar days after the two party-appointed arbitrators are selected. If Owner and Contractor cannot agree on the selection of an arbitrator, or if either Owner or Contractor does not appoint an arbitrator or the two party-appointed arbitrators do not select a third arbitrator within the specified time periods, then either Owner or Contractor may file an action with the appropriate court with proper venue and jurisdiction over the dispute to appoint an arbitrator. The AAA/ABA Code of Ethics for Arbitrators in Commercial Disputes (effective March 1, 2004) is applicable to all arbitrations. Any mediation or arbitration shall be conducted in the county where the Work is performed.

13.5 Rules. To the extent not in conflict with the FAA, any mediation and arbitration shall be conducted in accordance with Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA”) and shall follow settled law in rendering a decision, except that any mediation or arbitration shall be administered by the mediator or the arbitrator(s) and not by the AAA.

13.6 Consolidation and Joinder. Notwithstanding any provision in Section 13 to the contrary, Owner in its sole discretion may join Contractor in any litigation, mediation, or arbitration initiated by Owner, or against Owner by a third person, so that the rights of all parties (Owner, Contractor, subcontractor, or any third party) can be subject to resolution in a single forum in the same proceeding. Contractor shall be bound by any arbitration procedures and rules accepted by Owner. If multiple lawsuits or arbitrations are commenced, Owner in its sole discretion may consolidate them into a single proceeding. Notwithstanding any other provision of this Section 13, if Owner determines in its sole discretion that a subcontractor or material supplier of Contractor, or any other third party whose presence is required for a just adjudication of the Dispute, cannot be forced to mediate or arbitrate, Owner may elect unilaterally to waive mediation or arbitration and to litigate the Dispute in court with Contractor.

14. TERMINATION.

14.1 Termination by Owner. This Agreement shall remain in full force and effect until terminated by Owner by written notice to Contractor. Owner may terminate this Agreement at any time, whether or not Contractor is in default or breach of the Agreement. If the Agreement is terminated by Owner, notwithstanding any other agreement to the contrary, the sole amount due to Contractor shall be that due for all authorized Work performed and materials supplied before termination, subject to deductions and charges authorized by this Agreement.

14.2 Termination by Contractor. The only cause for which Contractor may terminate this Agreement is in response to a material breach of Owner’s payment obligations which has not been cured or resolved prior to the conclusion of the notice period required by this Subsection 14.2. Contractor cannot terminate this Agreement for convenience. If Contractor elects to terminate for cause, it shall: (a) provide one hundred twenty (120) days written notice to Owner, including therein a detailed itemization of Owner’s alleged breach of payment, before the effective date of any termination by Contractor; (b) perform fully under this Agreement during that notice period; (c) assign any and all requested subcontracts to Owner; and, (d) cooperate with Owner in transitioning the Project Site into the hands of another contractor to complete the Work, if there is one.

14.3 Survival. All obligations, duties and warranties by Contractor under this Agreement shall survive termination of this Agreement.

15. CONTRACTOR’S REPRESENTATIONS. Contractor represents to Owner that: (a) the person executing this Agreement on behalf of Contractor is duly authorized and has full power to execute and deliver this Agreement; (b) all corporate, partnership, or other action requisite for the due execution of this Agreement has been duly and effectively taken or shall be taken before the execution and delivery of this Agreement; (c) this Agreement is or will be (when executed) a binding obligations of Contractor, enforceable in accordance with its terms; (d) this Agreement and Contractor’s performance, does not and will not violate any provisions of Contractor’s constituent or organizational documents, or any contract, agreement, or governmental requirement to which Contractor is subject, and the same do not require the consent or approval of any governmental authority; (e) Contractor has, and each Contractor’s employees, agents or subcontractors shall have, the requisite skills, expertise, experience, licenses, and knowledge to perform the Work in compliance with this Agreement; (f) Contractor is in compliance with all governmental requirements to which it is subject; and, (g) Contractor has the financial ability and resources to perform the Work and all other obligations, duties, and covenants of Contractor under this Agreement.

16. OWNER’S REPRESENTATIONS. Owner represents to Contractor that: (a) the person executing this Agreement on behalf of Owner is duly authorized and has full power to execute and deliver this Agreement; (b) all corporate, partnership, or other action requisite for the due execution of this Agreement has been duly and effectively taken or shall be taken before the execution and delivery of this Agreement; (c) this Agreement is or will be (when executed) a binding obligations of Owner, enforceable in accordance with its terms; and, (d) this Agreement and Owner’s performance, does not and will not violate any provisions of Owner’s constituent or organizational documents, or any contract or agreement, to which Owner is subject.

17. GENERAL CONTRACT PROVISIONS.

17.1 Entire Agreement. This Agreement shall be the entire agreement between Owner and Contractor related to the Work, and shall be deemed, with regard to this Project only, to amend and supersede all prior Independent Contractor Agreements or other prior understandings or written or oral agreements, specifically including but not limited to all prior pre-printed standard contractor agreements (including attached exhibits) entered into between Owner and Contractor for the provision of goods or services, or both, by Contractor relating to the subject matter herein. Nothing in any subsequent agreement or document, unless a new Independent Contractor Agreement

for Land Development, Change Order, or other written modification of this Agreement, shall alter the terms set forth in this Agreement. With regard to the Work at the Project, in the event of any conflict between this Agreement and any other such documents, this Agreement shall be deemed to control and prevail. Except as otherwise provided in this Agreement, no amendment or supplement to this Agreement shall be valid or binding unless in writing and signed by both Owner and Contractor.

17.2 Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of it shall not affect the validity or enforceability of any other provision or portion.

17.3 Assignability. Contractors' rights, responsibilities, and obligations under this Agreement are not assignable or transferable without the express written consent of Owner, which consent may be withheld in Owner's sole and absolute discretion. Any unauthorized attempted assignment shall be null and void at the exclusive election of Owner. This restriction includes, but is not limited to, the delegation or subcontracting of any Work or any amounts which may become due to Contractor as a result of the Work. Contractor shall remain fully liable under this Agreement regardless of any consent by Owner to any assignment or delegation of duties by Contractor, including but not limited to any work by a subcontractor. Contractor shall ensure that any and all subcontractors receive a copy of this Agreement and agree in writing to be fully responsible for all obligations of Contractor under this Agreement, including but not limited to the warranty, insurance, and indemnity provisions. Contractor shall also ensure that Owner is an intended third party beneficiary of any subcontractor agreement by including a specific provision to that effect. Contractor shall be responsible for enforcing any warranties given by its subcontractors, suppliers, or manufacturers. Nothing contained herein, however, shall create any contractual relationship between Owner and any subcontractor, nor create any obligation on the part of Owner to make payment of any sums to any subcontractor or materialman. Subject to the restrictions and prohibitions on assignment set forth in this Subsection 17.3, the terms of this Agreement shall be binding on Owner, Contractor, and their respective successors, representatives, heirs and assigns. Owner may freely assign this Agreement, in whole or in part.

17.4 Waiver. No act or conduct other than a specific, written waiver of a right shall be deemed a waiver by Owner. No delay or failure by Owner to exercise any right under this Agreement, and no partial or single exercise of that right, will waive that or any other right except by written agreement executed by Owner.

17.5 Choice of Law. This Agreement shall be governed by the law of the State of Florida.

18. CONFIDENTIALITY. Contractor shall treat all information obtained by Contractor relating to the Project to which the Work relates and all information and documents provided to Contractor by or on behalf of Owner as confidential and proprietary information of Owner, and shall not disclose or permit the release of any of that information to any third party, unless required by law or unless required to perform or subcontract any Work. Immediately upon request by Owner, Contractor shall return any and all confidential material or proprietary property or documents to Owner.

19. NOTICES. All notices required or permitted pursuant to this Agreement or otherwise shall be in writing and shall be delivered as follows: to Contractor at Contractor's business address as shown on page one (1) of this Agreement; to Owner, if related to a Dispute, through Owner's official Registered Agent for service of legal process in the State where the Work is performed at that Registered Agent's registered office and, if the notice is related to anything other than a Dispute, at Owner's business address shown on page one (1). Notices may be given by personal delivery, facsimile, commercial overnight delivery service, or ordinary mail and shall be deemed to be received: three (3) business days after deposit, postage prepaid, in the U.S. Mail when sent registered or certified mail, return receipt requested; the following day if sent timely by commercial overnight delivery service; and upon confirmation if sent by facsimile transmission or by personal delivery. Rejection, refusal to accept, or the inability to deliver because of changed address shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver. Notwithstanding the foregoing, notices and legal process which require certain methods of delivery or service as per the applicable AAA rules or law shall be delivered or served in accordance with such rules or law.

20. MISCELLANEOUS. Unless the context requires a contrary construction, the singular shall include the plural, and the plural the singular. Any reference to gender shall include the masculine, feminine, and neuter. All captions and titles used in this Agreement are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of its sections or subsections.

FLORIDA VERSION (DECEMBER 9, 2016)

Exhibit A

Scope of Work

Exhibit B

Schedule of Values

EXHIBIT B
SCHEDULE OF VALUES

INVITATION TO BID FOR
ENBROOK

1/17/2020

Prepared for: DRH

9/16/2019

\$ (148,249.50)

57964.9000.1520

Submitted by:

HASKINS
MASTER

57964.9001.1520

Submitted by:

HASKINS
PHASE 1

57964.9002.1520

Submitted by:

HASKINS
PHASE 2

ITEM #	DESCRIPTION	ENGINEERS QUANTITIES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
14	4' Sanitary Sewer Manhole (0'-6' cut)		EA	\$	-
15	4' Sanitary Sewer Manhole (6'-8' cut)		EA	\$	-
16	4' Sanitary Sewer Manhole (8'-10' cut)		EA	\$	-
17	4' Sanitary Sewer Manhole (10'-12' cut)		EA	\$	-
18	4' Sanitary Sewer Manhole (12'-14' cut)		EA	\$	-
19	4' Sanitary Sewer Manhole (14'-16' cut)		EA	\$	-
20	4' Sanitary Sewer Manhole (16'-18' cut)		EA	\$	-
21	4' Sanitary Sewer Manhole (18'-20' cut)		EA	\$	-
22	Air Release Valve		EA	\$	-
23	Hot Tap Existing Force Main		EA	\$	-
24	Optional 1 Year TV Reinspection		LS	\$	-
25	Sewer TV & Air Testing		LF	\$	-
26	6" Plug Valve		EA	\$	-
				Sub Total	\$ 410,000.00
F. MANATEE ROAD IMPROVEMENTS					
1	Superpave Asp. Concrete 1" SP-9.5 Surface Course (ROW)	588	SY	\$ 12.80	\$ 7,526.40
2	Superpave Asp. Concrete 1-1/2" SP-12.5 Structural Course (ROW)	588	SY	\$ 13.80	\$ 8,114.40
3	8" ABC-3 Base (ROW)	604	SY	\$ 30.00	\$ 18,120.00
4	6" Concrete Sidewalk (6' wide) Manatee Rd.	696	SY	\$ 42.00	\$ 29,232.00
5	Reconstruct Swale in ROW	200	LF	\$ 13.50	\$ 2,700.00
6	ROW Restoration for Directional Drill	1	EA	\$ 2,950.00	\$ 2,950.00
7	MOT	1	LS	\$ 6,000.00	\$ 6,000.00
				Sub Total	\$ 74,642.80
				Total	\$ 5,523,616.10

57964.9000.1520

24060 \$ 74,642.80

ENGINEERS QUANTITIES					
QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE		
0	EA	\$ 5,120.00	\$	-	
6	EA	\$ 6,230.00	\$	37,380.00	
2	EA	\$ 7,355.00	\$	14,710.00	
0	EA	\$ 8,650.00	\$	-	
4	EA	\$ 10,000.00	\$	40,000.00	
3	EA	\$ 11,850.00	\$	35,550.00	
2	EA	\$ 13,000.00	\$	26,000.00	
1	EA	\$ 14,300.00	\$	14,300.00	
1	EA	\$ 8,565.00	\$	8,565.00	
1	EA	\$ 4,830.00	\$	4,830.00	
1	LS	\$ 12,500.00	\$	12,500.00	
4,152	LF	\$ 2.60	\$	10,795.20	
1	EA	\$ 4,820.00	\$	4,820.00	
				Sub Total	\$ 623,518.20
				Total	\$ 2,113,779.65

21000

ENGINEERS QUANTITIES					
QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE		
0	EA	\$ 5,120.00	\$	-	
5	EA	\$ 6,230.00	\$	31,150.00	
2	EA	\$ 7,355.00	\$	14,710.00	
1	EA	\$ 8,650.00	\$	8,650.00	
0	EA	\$ 10,000.00	\$	-	
0	EA	\$ 11,850.00	\$	-	
0	EA	\$ 13,000.00	\$	-	
0	EA	\$	\$	-	
0	EA	\$ 8,565.00	\$	-	
0	EA	\$ 4,830.00	\$	-	
1	LS	\$ 12,500.00	\$	12,500.00	
2489	LF	\$ 2.60	\$	6,471.40	
0	\$	\$ 4,820.00	\$	-	
				Sub Total	\$ 275,713.40
				Total	\$ 1,111,175.40

Grand Total \$ 8,748,571.15


Tony J Squitieri, Vice President

Exhibit C

Contract Documents

Please provide.

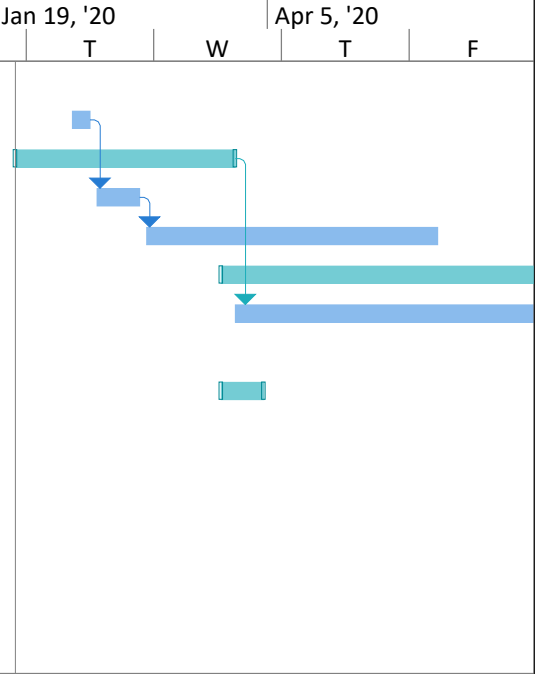
Please provide

Exhibit E

Construction Schedule

See attached
schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	3, '19		Jan 19, '20		Apr 5, '20	
							S	M	T	W	T	F
1		Enbrook Phase 1 & 2										
2		Silt Fence	5 days	Mon 2/10/20	Fri 2/14/20							
3		Shop Drawings	45 days	Sat 1/25/20	Thu 3/26/20							
4		Strip Site	10 days	Mon 2/17/20	Fri 2/28/20	2						
5		Import Fill	60 days	Mon 3/2/20	Fri 5/22/20	4						
6		Lake Excavation	120 days	Mon 3/23/20	Fri 9/4/20							
7		Utilities Phase 1	200 days	Fri 3/27/20	Thu 12/31/20	3						
8		Utilities Phase 2	150 days	Fri 1/1/21	Thu 7/29/21	7						
9		Construct Turn Lane	10 days	Mon 3/23/20	Fri 4/3/20							
10		Construct Roaway Ph	30 days	Fri 1/1/21	Thu 2/11/21	7						
11		Construct Roadway Phase 2	22 days	Fri 7/30/21	Mon 8/30/21	8						
12		Finish Grade & Punch out Phase 1	30 days	Fri 2/12/21	Thu 3/25/21	10						
13		Finish Grade & Punch out Phase 2	20 days	Tue 8/31/21	Mon 9/27/21	11						



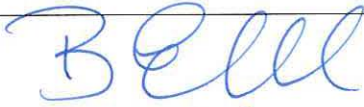
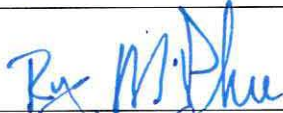


Project: Enbrook Schedule 2
Date: Mon 1/20/20

Task		Inactive Task		Start-only	
Split		Inactive Milestone		Finish-only	
Milestone		Inactive Summary		Deadline	
Summary		Manual Task		Progress	
Project Summary		Duration-only		Manual Progress	
External Tasks		Manual Summary Rollup			
External Milestone		Manual Summary			

Exhibit F

Schedule of Authorized Personnel for Waivers and Releases

The following persons are authorized to execute waivers and releases, on Contractor's behalf, of all liens, lien rights, rights to payment, and all other similar claims related the Work:

Full Name	Person's Signature	Title or Relationship with Subcontractor
Benjamin D. Elwell		President
Ryan P. MacPhee		Vice President
Harlan L. Haskins		CFO
Mabel Lago		Secretary



Change to Contract

Change Order No: 2

Project: **Enbrook**

Contractor: **Haskins Inc.**

Change Type:

- Change of Scope
 Change of Contract Value
 Change of Duration

Original Contract Sum	\$8,748,571.15
Net Change from Previous Change Orders	\$8,750.00
Contract Sum Prior to Current Change Order	\$8,757,321.15
Current Change Order will change the Contract Sum by	\$42,950.00
New Contract Sum including this Change Order	\$8,800,271.15

Reason/Scope of Change Order:

Scope: See Exhibit 'A'

Clear trees, debris & trash around perimeter of site not previously cleared.

Total Change Duration: **4 days for the work but no change to the substantial completion date**

This is a change order only in value or duration to the previously executed:

- Florida Independent Contractor Agreement
 Florida Independent Contractor Agreement for Materials Contractor
 Florida Independent Contractor Agreement for Professional Services
 Florida Independent Contractor Agreement for Land Development

dated **March 10, 2020**

R. MacPhee
 Vendor Signature/Printed Name/Title

Ryan MacPhee, VP Haskins Inc.

Terry Brannon **TERRY BRANNON DEVELOPER & CONSULTANT**
 Forestar Manager(or Third Party)/Printed Name/Title

Tim L. Martin **Tim L. Martin, Development Director**
 Forestar Department Director/Printed Name/Title

T. J. Squitieri **Tony J Squitieri, Vice President**
 Forestar Executive/Printed Name/Title

EXHIBIT "A"

Heavy Utility Construction

Serving S.W. Florida for over 30 years

Haskins Inc.
10956 Enterprise Ave.
Bonita Springs, FL 34135
Ph. 239-947-1846
Fax. 239-947-3857

Water, Sewer

Drainage, Excavation

Proposal Date: 3/10/2020
Submitted To: Forestar

Bid Title: Enbrook Clearing
Project Location: Naples
Engineer: Grady Minor
Plan Date:

Contact: Terry Brannon

Item	Description	Unit	Estimated		Total
			Quantity	Unit Price	
<i>General</i>					
1	Clear Trees, Debris & Trash around perimeter of site not previously cleared.	LS	1	\$ 42,950.00	\$ 42,950.00
Subtotal					\$ 42,950.00

Stipulations:

Bond is not included. (Add 2% if bond is required)

Exclusions:

The items listed below are excluded from this quote unless specifically called out in the line items above.

TCM
TJSite

460189101.1520.20020



Change to Contract

Change Order No: 3

Project: Enbrook

Contractor: Haskins Inc.

Change Type:

- Change of Scope
- Change of Contract Value
- Change of Duration

Original Contract Sum	\$8,748,571.15
Net Change from Previous Change Orders	\$51,700.00
Contract Sum Prior to Current Change Order	\$8,800,271.15
Current Change Order will change the Contract Sum by	-\$162,299.39
New Contract Sum including this Change Order	\$8,637,971.76

Reason/Scope of Change Order:

Scope: See Exhibit 'A'

PLEASE TYPE AN EXPLANATION FOR THE NEED OF CHANGE. **Contract Discount Applied**

Total Change Duration: 0 days for the work but no change to the substantial completion date

This is a change order only in value or duration to the previously executed:

- Florida Independent Contractor Agreement
- Florida Independent Contractor Agreement for Materials Contractor
- Florida Independent Contractor Agreement for Professional Services
- Florida Independent Contractor Agreement for Land Development

dated April 8, 2020.

Ryan MacPhee, Vice President of Haskins Inc.

Vendor Signature/Printed Name/Title

TERRY BRANNON / DEVELOPMENT CONSULTANT

Forestar Manager(or Third Party)/Printed Name/Title

Tim Martin, Development Director

Forestar Department Director/Printed Name/Title

Tony J Squitieri, Vice President

Forestar Executive/Printed Name/Title

460189101.1520.22090
(Need to add to Job Cost Report)

Heavy Utility Construction

Serving S.W. Florida for over 30 years

Haskins Inc.

10956 Enterprise Ave.
Bonita Springs, FL 34135

Ph. 239-947-1846
Fax. 239-947-3857

Water, Sewer

Drainage, Excavation

Proposal Date: 4/7/2020
Submitted To: Forestar

Bid Title: Enbrook
Project Location: Naples
Engineer:
Plan Date:

Contact:

Item	Description	Unit	Estimated		Total
			Quantity	Unit Price	
<i>General</i>					
1	2% discount on import material 144,000 TMCY @ \$15.35	LS	\$ 2,210,400.00	2%	\$ 44,208.00
2	3% discount on remaining items in Phase 1 Contract	LS	\$ 3,936,379.55	3%	\$ 118,091.39
Subtotal					\$ 162,299.39

Stipulations:

Bond is not included. (Add 2% if bond is required)

Exclusions:

The items listed below are excluded from this quote unless specifically called out in the line items above.

Accepted:

By: _____
Date: _____

Haskins Inc. 
Date: 4/7/2020



Change to Contract

Change Order No: **4**

Project: **Enbrook**

Contractor: **Haskins Inc.**

Change Type:

- Change of Scope
 Change of Contract Value
 Change of Duration

Original Contract Sum	\$8,748,571.15
Net Change from Previous Change Orders	-\$110,599.39
Contract Sum Prior to Current Change Order	\$8,637,971.76
Current Change Order will change the Contract Sum by	\$3,275.00
New Contract Sum including this Change Order	\$8,641,246.76

460189401.1520.25050

Reason/Scope of Change Order:

Scope: See Exhibit 'A'

Add: Install sleeves for irrigation crossings

Total Change Duration: **1 days for the work but no change to the substantial completion date**

This is a change order only in value or duration to the previously executed:

- | | |
|---|---|
| <input type="checkbox"/> Florida Independent Contractor Agreement | <input type="checkbox"/> Florida Independent Contractor Agreement for Materials Contractor |
| <input type="checkbox"/> Florida Independent Contractor Agreement for Professional Services | <input checked="" type="checkbox"/> Florida Independent Contractor Agreement for Land Development |

dated **August 3, 2020.**

Ryan MacPhee

Ryan MacPhee / Vice President

Vendor Signature/Printed Name/Title

Terry Brannon

Terry Brannon/ Development Consultant

Forestar Manager(or Third Party)/Printed Name/Title

Tim Martin

Tim Martin, Development Director

Forestar Department Director/Printed Name/Title

Tony J. Squitieri

Tony J Squitieri, Division President

Forestar Executive/Printed Name/Title



Change to Contract

Change Order No: **5**

Project: **Enbrook**

Contractor: **Haskins Inc.**

Change Type:

- Change of Scope
 Change of Contract Value
 Change of Duration

Original Contract Sum	\$8,748,571.15
Net Change from Previous Change Orders	-\$107,324.39
Contract Sum Prior to Current Change Order	\$8,641,246.76
Current Change Order will change the Contract Sum by	\$3,375.00
New Contract Sum including this Change Order	\$8,644,621.76

460189401.1520.25050

Reason/Scope of Change Order:

Scope: See Exhibit 'A'

Relocate 200' of 2 parallel fiber optic conduits for 15" RCP drainage pipe and structures at entry drive

Total Change Duration: **1.2 days for the work but no change to the substantial completion date**

This is a change order only in value or duration to the previously executed:

- | | |
|---|---|
| <input type="checkbox"/> Florida Independent Contractor Agreement | <input type="checkbox"/> Florida Independent Contractor Agreement for Materials Contractor |
| <input type="checkbox"/> Florida Independent Contractor Agreement for Professional Services | <input checked="" type="checkbox"/> Florida Independent Contractor Agreement for Land Development |

dated **August 3, 2020.**

Ryan MacPhee Ryan MacPhee / VP
 Vendor Signature/Printed Name/Title

Terry Brannon Terry Brannon/ Development Consultant
 Forestar Manager(or Third Party)/Printed Name/Title

Tim Martin Tim Martin, Development Director
 Forestar Department Director/Printed Name/Title

TonyJ Squitieri TonyJ Squitieri, Division President
 Forestar Executive/Printed Name/Title

EXHIBIT B


WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

The undersigned Lienor, in consideration of the sum of \$10.00, (Ten Dollars 00/100), hereby waives and releases its lien and right to claim a lien for concrete sidewalks and curbing & related services through **September 30th, 2020** to **Forestar USA Real Estate Group Inc.** (Contractor/Owner) and **Enbrook Community Development District** (Assignee) on the following described property:

**ENBROOK LN, NAPLES (long legal available 800-432-1959)
PCL 00736200103 PORTION OF LAND IN SEC 10/51/26 COLLIER COUNTY
FLORIDA (TR) WD 5718/I220 1/20 AKA 1158 TRANQUIL BROOK DR**

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

Dated: November 16th, 2020

Lienor: **Haskins Inc.**
By: 
Title: Ryan MacPhee, Vice President

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 16th day of November, 2020 by Ryan MacPhee who is Vice President of Haskins Inc. He/She is personally known to me or produced N/A identification.




Notary Public
State of: Florida

*NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes.
A person may not require a Lienor to furnish a waiver or release of lien
that is different from the statutory form.*

Electronic transmission of this document shall constitute an original for all purposes

EXHIBIT C

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)
[ENBROOK PROJECT]**

1. ASSIGNMENT. This Addendum applies to that certain *Florida Independent Contractor Agreement for Land Development* dated January 9, 2020 (“**Contract**”) between the Enbrook Community Development District (“**District**”) and Haskins Inc. (“**Contractor**”), which Contract was assigned in part (“**Assignment**”) to the District. The parties agree that the Contract was only assigned in part, and only to the extent that the Contract relates directly to the District’s Public CIP. Any work on private lots (i.e., not related to the Public CIP) shall continue to be governed by the original Contract. See the **Itemized Cost Break Down** attached hereto for the description of the Public CIP. 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 ON PUBLIC PROPERTY. Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Collier County, Florida, a payment and performance bond in the amount of \$4,737,754.35, and with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be in effect for a full year from the time of completion of the project. 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, as it relates to the public improvements. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond. The parties agree that lien rights may attach for the private work on the private lots.

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 one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

5. RETAINAGE. The following provision addresses the holding of retainage under the Contract:

The Owner may withhold from each progress payment made to the Contractor an amount not exceeding 5 percent of the payment. Such retainage amounts will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

6. 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 Two Million Dollars (\$2,000,000), 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.

7. 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.

8. 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.

9. 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.

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

District: Enbrook Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

11. SCRUTINIZED COMPANIES STATEMENT. Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents, or any Subcontractors or Suppliers, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner whereupon this Contract may be terminated in whole or in part by the District for cause.

12. PUBLIC ENTITY CRIMES STATEMENT. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Contract, the Contractor, nor any of its Subcontractors or Suppliers, has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor, or Subcontractors or Suppliers, is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Contract may be terminated in whole or in part by the District for cause.

13. 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 A**.

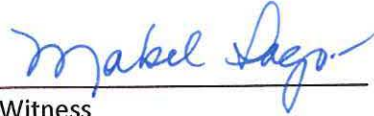
14. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, *FLORIDA STATUTES*, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

15. THIRD PARTY BENEFICIARY/ENFORCEMENT RIGHTS. The parties agree that Forestar (USA) Real Estate Group Inc., 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.

(Signatures on Next Page)

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

HASKINS INC.



Witness

Mabel Lago

Print Name of Witness



By: Ryan MacPhee

Its: Vice President

ENBROOK COMMUNITY
DEVELOPMENT DISTRICT

Witness

By:

Its: Chairperson

Print Name of Witness

- Exhibit A: Trench Safety Act Statement
- Exhibit B: Itemized Cost Break Down for Public CIP

[SIGNATURE ON FOLLOWING PAGE]

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

HASKINS INC.

[SIGNATURE ON PRIOR PAGE]

Witness

By: _____

Its: _____

Print Name of Witness

**ENBROOK COMMUNITY
DEVELOPMENT DISTRICT**

Brandy Bohart
Witness

Mary E. Moulton
By: Mary E. Moulton
Its: Chairperson

Brandy Bohart
Print Name of Witness

- Exhibit A:** Trench Safety Act Statement
- Exhibit B:** Itemized Cost Break Down for Public CIP

EXHIBIT A

ENBROOK 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

- 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.
- The estimated cost imposed by compliance with The Trench Safety Act will be:
 Thirty Six Thousand and NO/100 _____ Dollars \$ 36,000.00
 (Written) (Figures)
- The amount listed above has been included within the Contract Price.

Dated this 14th day of December, 2020.

Contractor: Haskins Inc.

By: Ryan MacPhee
Title: Ryan MacPhee, Vice President

STATE OF FLORIDA)
COUNTY OF Lee)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14th day of December, 2020, by Ryan MacPhee, Vice President of Haskins Inc. S/He is personally known to me or produced N/A as identification.

(Official Notary Seal)

Mabel Lago
Name: Mabel Lago



**ENBROOK 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
General Sloping	13,000 LF	\$1.00	\$13,000.00
Trench Box	11,500 LF	\$2.00	\$23,000.00
Project Total			\$ 36,000.00

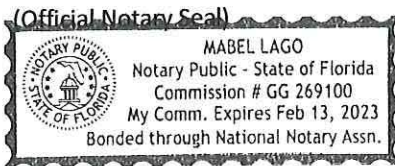
Dated this 14th day of December, 2020.


Subcontractor: Haskins Inc.

By: 
 Title: Ryan MacPhee, Vice President

STATE OF FLORIDA)
 COUNTY OF Lee)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14th day of December, 2020, by Ryan MacPhee, Vice President of Haskins Inc.. S/He is personally known to me or produced N/A as identification.




 Name: Mabel Lago

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

EXHIBIT B

Enbrook: CDD & Developer Cost Sharing of Site Infrastructure Construction Costs

Based on Total Contract Amount per Haskins Pay Request #8 dated 9/30/2020

Grady Minor & Associates

11/13/2020

Itemized Break Down of Contracted Pay Items for Total Contract

Description	Total Contract Amount	CDD Eligible Amount	Developer Amount
Master Earthwork	\$ 5,038,973.30	\$ 1,612,471.46	\$ 3,426,501.84
Master Road Improvements	\$ 74,642.80	\$ 74,642.80	\$ -
Master Sanitary Sewer	\$ 410,000.00	\$ 410,000.00	\$ -
Phase 1 Road Improvements	\$ 329,460.70	\$ -	\$ 329,460.70
Phase 1 Storm Drainage	\$ 698,585.25	\$ 698,585.25	\$ -
Phase 1 Potable Water	\$ 462,215.50	\$ 462,215.50	\$ -
Phase 1 Sanitary Sewer	\$ 623,518.20	\$ 623,518.20	\$ -
Phase 2 Road Improvements	\$ 185,037.00	\$ -	\$ 185,037.00
Phase 2 Storm Drainage	\$ 421,350.00	\$ 421,350.00	\$ -
Phase 2 Potable Water	\$ 229,075.00	\$ 229,075.00	\$ -
Phase 2 Sanitary Sewer	\$ 275,713.40	\$ 275,713.40	\$ -
Subtotal Contract Amount (Without Changer Orders)	\$ 8,748,571.15	\$ 4,807,571.61	\$ 3,940,999.54
CO#1 Mowing	\$ 8,750.00	\$ -	\$ 8,750.00
CO#2 Clearing	\$ 42,950.00	\$ -	\$ 42,950.00
CO#3-1 Discount	\$ (44,208.00)	\$ (14,146.56)	\$ (30,061.44)
CO#3-2 Discount	\$ (118,091.39)	\$ (59,045.70)	\$ (59,045.70)
CO#4 Irrigation	\$ 3,275.00		\$ 3,275.00
CO#5 ROW Communications	\$ 3,375.00	\$ 3,375.00	\$ -
Subtotal Change Order Items	\$ (103,949.39)	\$ (69,817.26)	\$ (34,132.14)
Total with Change Orders	\$ 8,644,621.76	\$ 4,737,754.35	\$ 3,906,867.41

CDD Engineer: Steven A. Martin, P.E. 11/13/2020

FRONT PAGE OF PUBLIC PAYMENT & PERFORMANCE BOND
In compliance with F.S. Chapter 255.05(1)(a)

Bond No.: 30109695

Contractor Name: Haskins, Inc

Contractor Address: 10956 Enterprise Avenue, Bonita Springs, FL 34135

Contractor Phone No: 239-947-1846

Surety Company Name: Western Surety Company

Surety Company Address: 151 North Franklin Street, Chicago, IL 60606

Surety Company Phone No: 312-822-5000

Agent Name: Waldorff Insurance & Bonding, Inc.

Agent Address: 1110 NW 6th Street

Gainesville, FL 32601

Agent Phone No: (352) 374-7779

Obligee Name: Enbrook Community Development District c/o Wrathell, Hunt & Associates, LLC

Obligee Address: 2300 Glades Road, Suite 410W, FL 33431

Obligee Phone No:

Bond Amount: \$4,737,754.35

Contract No: (if applicable)

Description of Work: ENBROOK

Project Address: Enbrook, FL

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

Bond No. 30109695

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Performance Bond

This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes, and Section 255.05(10) Florida Statutes.

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

Haskins, Inc., 10956 Enterprise Avenue, Bonita Springs, FL 34135; Phone: 239-947-1846
as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

Western Surety Company, 151 North Franklin Street, Chicago, IL 60606; Phone: 312-822-5000
as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Enbrook Community Development District c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431
as Obligee, hereinafter called Owner, in the amount of

Four Million, Seven Hundred Thirty-Seven Thousand, Seven Hundred Fifty-Four and 35/100 Dollars
(\$4,737,754.35)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 01/09/2020, entered into a contract with Owner for

(Here insert full name, address and description of project)

Project No. ENBROOK, FL

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Bond No. 30109695

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 7th day of December, 2020.

Mabel Dago

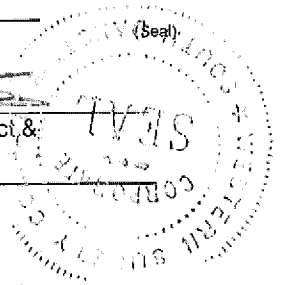
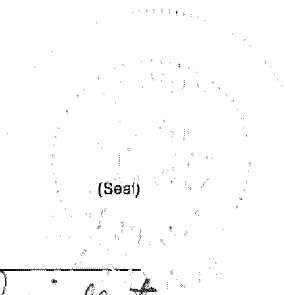
[Signature]

Haskins, Inc (Principal)

Ryan MacPhee, Vice President
(Name & Title)

Western Surety Company (Surety)

[Signature]
Benjamin H. French, Attorney-in-Fact &
FL Licensed Resident Agent



Bond No. 30109695

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes, and Section 255.05(10) Florida Statutes.

KNOW ALL MEN BY THESE PRESENTS: that as

(Here insert full name and address or legal title of contractor)

Haskins, Inc., 10956 Enterprise Avenue, Bonita Springs, FL 34135; Phone: 239-947-1846 as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

Western Surety Company, 151 North Franklin Street, Chicago, IL 60606; Phone: 312-822-5000 as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Enbrook Community Development District c/o Wratheil, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

Four Million, Seven Hundred Thirty-Seven Thousand, Seven Hundred Fifty-Four and 35/100 Dollars (\$4,737,754.35)

(here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 01/09/2020, entered into a contract with Owner for (Here insert full name, address and description of project)

Project No. ENBROOK, FL

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Bond No. 30109695

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or, with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one 1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien 'be presented under and against this bond

Signed and sealed this 7th, day of December, 2020.

Mabel Lago

[Signature]

Haskins, Inc

(Principal)

(Seal)

[Signature]

(Name & Title)

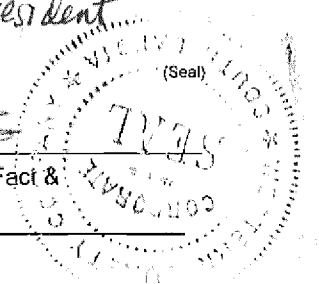
Ryan MacPhee, Vice President

Western Surety Company

(Surety)

[Signature]

Benjamin H. French, Attorney-in-Fact &
FL Licensed Resident Agent



Bond No. 30109695

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

L. Dale Waldorff, Benjamin H French, Pamela L. Jarman, Paul A Locascio, K. Wayne Walker, Rebekah G Wolf, Clyde D Hare, Individually

Of Fort Walton Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of December, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of December, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of December, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



Crystal K. Kinzel
Clerk of the Circuit Court and Comptroller

Official Receipt

<u>Customer</u>	<u>Deputy Clerk</u>	<u>Clerk Office Location</u>
Auri Burnham SIMPLIFILE LC 5072 N 300 W PROVO, UT 84604-5652	Linda S Morocco linda.morocco@collierclerk.com (239) 252-7242	Collier County Govt. Center Building LA, 2nd Floor 3315 Tamiami Trl E Ste 102 Naples, Florida 34112-4901

1 Document Recorded

<u>DOC TYPE</u>	<u>INSTRUMENT</u>	<u>BOOK</u>	<u>PAGE</u>	<u>AMOUNT</u>
Bonds (Various Types)	5969339	5859	3576	\$61.00
			TOTAL AMOUNT DUE	\$61.00
			Deposit Account#: S-41050	(\$61.00)
			BALANCE DUE	\$0.00

Note:

12/15/2020 8:05:02 AM Linda S Morocco: Batch Name: 292001

Disclaimer: All transactions are subject to review/verification. The Clerk reserves the right to correct for clerical errors and to assess or refund charges as needed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BKS Partners 5216 Summerlin Commons Blvd Suite 200 Fort Myers FL 33907-2139	CONTACT NAME: Yaritza Soto PHONE (A/C, No, Ext): 239-931-3021 FAX (A/C, No): 239-931-5604 E-MAIL ADDRESS: yaritza.soto@bks-partners.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Bridgefield Employers Ins Co.</td> <td>10701</td> </tr> <tr> <td>INSURER B : National Trust Insurance</td> <td>20141</td> </tr> <tr> <td>INSURER C : FCCI Insurance Company</td> <td>10178</td> </tr> <tr> <td>INSURER D : Indian Harbor</td> <td>36940</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Bridgefield Employers Ins Co.	10701	INSURER B : National Trust Insurance	20141	INSURER C : FCCI Insurance Company	10178	INSURER D : Indian Harbor	36940	INSURER E :		INSURER F :
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INSURER F :															
INSURED Haskins, Inc. 10956 Enterprise Ave. Bonita Springs FL 34135	HASKINC-01														

COVERAGES

CERTIFICATE NUMBER: 791441344

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		GL10004897402	7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA10002608302	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10002608402	7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0830-56505	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Contractors Pollution Liab Claims Made Coverage Retro Date: 7/1/17			PEC005016002	7/1/2020	7/1/2021	Each Claim	\$1,000,000
							Defense Costs	\$1,000,000
							Retention Incl Defens	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: Enbrook Project
 Enbrook Community Development District its officers, supervisors, agents, attorneys, engineers, managers, and representatives are included as additional insureds with respect to general liability per form CGL084. 30 days notice of cancellation applies except 10 days for nonpayment.

CERTIFICATE HOLDER**CANCELLATION**

Enbrook Community Development District c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton FL 33431	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the “coverage territory”.)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. Your work” performed for the additional insured and included in the “products-completed operations hazard” if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
 3. Will not be broader than that which is afforded to you under this policy; and
 4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print* or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Haskins Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check <input type="checkbox"/> C if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 10956 Enterprise Avenue</p> <p>6 City, state, and ZIP code Bonita Springs, FL 34135</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
5	9								
-				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 11/25/2020
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

11

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE PERIOD FROM INCEPTION MARCH 10, 2020 TO
SEPTEMBER 30, 2020**

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA**

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Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Enbrook Community Development District
Collier County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Enbrook Community Development District, Collier County, Florida (the "District") as of and for the period from inception March 10, 2020 to September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2020, and the respective changes in financial position thereof for the period from inception March 10, 2020 to September 30, 2020 in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 3, 2021, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Bhav & Associates

June 3, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Enbrook Community Development District, Collier County, Florida ("District") provides a narrative overview of the District's financial activities for the period from inception March 10, 2020 to September 30, 2020. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement ("GASB") No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments* issued June 1999. Comparative information between the current year and the prior year is required to be presented in the Management's Discussion and Analysis ("MD&A"). However, because this is the first year of significant operations of the District, comparative information is excluded in this report. Subsequent reports will include the comparative information.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position balance of (\$20,374).
- The change in the District's total net position in comparison with the prior fiscal year was \$(20,374), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2020, the District's governmental funds reported combined ending fund balances of \$(29,082), a decrease of (\$29,082) in comparison with the prior fiscal year. Fund balances is unassigned deficit fund balance as of September 30, 2020.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management), function.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and debt service fund, both of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION	
SEPTEMBER 30,	
	2020
Current and other assets	\$ 39,195
Total assets	39,195
Current liabilities	59,569
Total liabilities	59,569
Net position	
Unrestricted	(20,374)
Total net position	\$ (20,374)

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations exceeded ongoing program revenues.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE PERIOD FROM INCEPTION MARCH 10, 2020 TO SEPTEMBER 30,		2020
Revenues:		
Program revenues		
Operating grants and contributions	\$	34,717
Total revenues		<u>34,717</u>
Expenses:		
General government		34,693
Bond Issue Costs		<u>20,398</u>
Total expenses		<u>55,091</u>
Change in net position		<u>(20,374)</u>
Net position - beginning		-
Net position - ending	\$	<u>(20,374)</u>

As noted above and in the statement of activities, the cost of all governmental activities during the period from inception March 10, 2020 to September 30, 2020 was \$55,091. The costs of the District’s activities were primarily funded by program revenues. Program revenues are comprised of Developer contributions.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the period from inception March 10, 2020 to September 30, 2020.

ECONOMIC FACTORS AND NEXT YEAR’S BUDGETS AND OTHER EVENTS

Subsequent to fiscal year end, the District issued \$5,535,000 of Series 2020 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2025 – May 1, 2051 and fixed interest rates ranging from 2.5% to 4%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

CONTACTING THE DISTRICT’S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District’s finances and to demonstrate the District’s accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Enbrook Community Development District’s Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33481.

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

	Governmental Activities
ASSETS	
Cash	\$ 6,000
Due from Developer	33,195
Total assets	39,195
 LIABILITIES	
Accounts payable	28,171
Due to Developer	26,398
Unearned revenue	5,000
Total liabilities	59,569
 NET POSITION	
Unrestricted	(20,374)
Total net position	\$ (20,374)

See notes to the financial statements

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE PERIOD FROM INCEPTION MARCH 10, 2020 TO SEPTEMBER 30, 2020**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Governmental Activities</u>
Primary government:				
Governmental activities:				
General government	\$ 34,693	\$ -	\$ 34,717	\$ 24
Bond Issue Costs	20,398	-	-	(20,398)
Total governmental activities	<u>55,091</u>	<u>-</u>	<u>34,717</u>	<u>(20,374)</u>
				Change in net position (20,374)
				Net position - beginning -
				<u>\$ (20,374)</u>

See notes to the financial statements

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	Major Funds		Total Governmental Funds
	General	Debt Service	
ASSETS			
Cash	\$ 6,000	\$ -	\$ 6,000
Due from Developer	16,990	16,205	33,195
Total assets	<u>\$ 22,990</u>	<u>\$ 16,205</u>	<u>\$ 39,195</u>
LIABILITIES			
Liabilities:			
Accounts payable	\$ 11,966	\$ 16,205	\$ 28,171
Due to Developer	6,000	20,398	26,398
Unearned Revenue	5,000	-	5,000
Total liabilities	<u>22,966</u>	<u>36,603</u>	<u>59,569</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - Developer	8,708	-	8,708
Total deferred inflows of resources	<u>8,708</u>	<u>-</u>	<u>8,708</u>
FUND BALANCES			
Unassigned	(8,684)	(20,398)	(29,082)
Total fund balances	<u>(8,684)</u>	<u>(20,398)</u>	<u>(29,082)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 22,990</u>	<u>\$ 16,205</u>	<u>\$ 39,195</u>

See notes to the financial statements

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

Fund balance - governmental funds \$ (29,082)

Amounts reported for governmental activities in the
statement of net position are different because:

Assets recorded in the governmental fund financial
statements that are not available to pay for current-
period expenditures are unavailable revenue in the
governmental funds.

8,708

Net position of governmental activities \$ (20,374)

See notes to the financial statements

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE PERIOD FROM INCEPTION MARCH 10, 2020 TO SEPTEMBER 30, 2020**

	Major Funds		Total Governmental Funds
	General	Debt Service	
REVENUES			
Developer contributions	\$ 26,009	\$ -	\$ 26,009
Total revenues	26,009	-	26,009
EXPENDITURES			
Current:			
General government	34,693	-	34,693
Debt service:			
Bond issuance costs	-	20,398	20,398
Total expenditures	34,693	20,398	55,091
Excess (deficiency) of revenues over (under) expenditures	(8,684)	(20,398)	(29,082)
Fund balances - beginning	-	-	-
Fund balances - ending	\$ (8,684)	\$ (20,398)	\$ (29,082)

See notes to the financial statements

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE PERIOD FROM INCEPTION MARCH 10, 2020 TO SEPTEMBER 30, 2020**

Net change in fund balances - total governmental funds	\$ (29,082)
Amounts reported for governmental activities in the statement of activities are different because:	
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental fund financial statements.	<u>8,708</u>
Change in net position of governmental activities	<u>\$ (20,374)</u>

See notes to the financial statements

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Enbrook Community Development District ("District") was created March 10, 2020 by Ordinance 2020-12 of the Board of County Commissioners of Collier County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2020, all of the Board members are affiliated with Forestar Group Inc. and D.R. Horton Inc. ("Developers").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are reported as an expense in the year incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 5 – DEFICIT FUND EQUITY

The general fund had a deficit fund balance of (\$8,684) at September 30, 2020. The deficit will be covered by a contribution from the Developer in the subsequent period.

NOTE 6 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 7 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

NOTE 8 – SUBSEQUENT EVENTS

Bond Issuance

Subsequent to fiscal year end, the District issued \$5,535,000 of Series 2020 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2025 – May 1, 2051 and fixed interest rates ranging from 2.5% to 4%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

NOTE 9 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 10 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$26,009. Which includes a receivable of \$11,990 as of September 30, 2020.

In connection with the District's subsequent Bond Issuance discussed in Note 8, during the current fiscal year, the Developer provided funds to the District which will be repaid from the subsequent bond issuance. The Developer provided \$4,193 and owes a receivable to the District of \$16,205 as of September 30, 2020. The District will repay the related amounts upon issuance of the bonds, and as such the District owes the Developer \$20,398 as of September 30, 2020.

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE PERIOD FROM INCEPTION MARCH 10, 2020 TO SEPTEMBER 30, 2020**

	Budgeted Amounts		Actual Amounts		Variance with Final Budget - Positive (Negative)
	Original & Final				
REVENUES					
Contributions	\$ 54,505		\$ 26,009		\$ (28,496)
Total revenues	54,505		26,009		(28,496)
EXPENDITURES					
Current:					
General government	54,505		34,693		19,812
Total expenditures	54,505		34,693		19,812
Excess (deficiency) of revenues over (under) expenditures	\$ -		(8,684)		\$ (8,684)
Fund balance - beginning			-		
Fund balance - ending			\$ (8,684)		

See notes to required supplementary information

**ENBROOK COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the period from inception March 10, 2020 to September 30, 2020.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Enbrook Community Development District
Collier County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Enbrook Community Development District, Collier County, Florida (the "District") as of and for the period from inception March 10, 2020 to September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 3, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Gray & Associates

June 3, 2021



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Enbrook Community Development District
Collier County, Florida

We have examined Enbrook Community Development District, Collier County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the period from inception March 10, 2020 to September 30, 2020. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the period from inception March 10, 2020 to September 30, 2020.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Enbrook Community Development District, Collier County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

June 3, 2021



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Enbrook Community Development District
Collier County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Enbrook Community Development District ("District") as of and for the period from inception March 10, 2020 to September 30, 2020, and have issued our report thereon dated June 3, 2021.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 3, 2021, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Enbrook Community Development District, Collier County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Enbrook Community Development District, Collier County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

June 3, 2021

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

N/A. First year audit.

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

N/A. First year audit.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the period from inception March 10, 2020 to September 30, 2020.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the period from inception March 10, 2020 to September 30, 2020.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2020. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2021-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENBROOK
COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE
AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2020**

WHEREAS, the District's Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Report for Fiscal Year 2020;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE ENBROOK COMMUNITY DEVELOPMENT DISTRICT;**

1. The Audited Financial Report for Fiscal Year 2020, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2020, for the period ending September 30, 2020; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2020 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 14th day of June, 2021.

**ENBROOK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

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This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED
WITH GRANT AND RESERVATION OF EASEMENTS

THIS SPECIAL WARRANTY DEED WITH GRANT AND RESERVATION OF EASEMENTS is made to be effective as of the ____ day of _____ 20____, by and between:

Forestar (USA) Real Estate Group, Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10541 Ben C. Pratt / Six Mile Cypress Parkway, Fort Myers, Florida 33966 ("**Grantor**"); and

Enbrook Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor(s)" 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.)

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR(S), for good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor(s) have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Collier, State of Florida, and more particularly below ("**Property**"):

Tracts R-2, L-1, L-2, H, E, B, P, LB-1, LB-2 and LB-3, as identified on the plat entitled, "Enbrook," and recorded in the Public Records of Collier County, Florida at Plat Book 68, Pages 23 et seq.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor(s) hereby covenant with said Grantee that the Grantor(s), either individually or together, are lawfully seized of said land in fee simple and that the Grantor(s) have good right and lawful authority to sell and convey said land. Further, the Grantor(s) hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through

or under Grantor(s), but against none other. Additionally, the Grantor(s) warrant that they have complied with the provisions of Section 196.295, *Florida Statutes*.

QUIT CLAIM GRANT OF EASEMENTS

FURTHER WITNESS THAT GRANTOR(S), for good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remise, release and quit-claim to Grantee forever, the following non-exclusive, perpetual easement rights, which may be assignable to other third-parties by Grantee in its sole discretion, as more particularly described below (“**Easements**”):

All Lake Access Easements, Drainage Easements, Lake Maintenance Easements, Preserve Access Easements, and Landscape Buffer Easements, as identified on the plat entitled, “Enbrook,” and recorded in the Public Records of Collier County, Florida at Plat Book 68, Pages 23 et seq., and

With respect to all of the foregoing, the rights of ingress and egress over, across, upon, and through the foregoing Easement areas, as well as rights of installing, constructing, operating, maintaining, repairing and replacing stormwater, hardscape, landscape, irrigation and other District improvements that comprise the District’s capital improvement plan.

TOGETHER with all rights of Grantor, if any, to such stormwater, hardscape, landscape, irrigation and other District improvements that are located on the Easement areas and part of the District’s capital improvement plan;

TO HAVE AND TO HOLD the same 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. Grantor agrees and covenants that it has not and shall not grant or exercise any rights in the Easement areas that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

RESERVATION OF EASEMENT

GRANTOR(S) hereby reserve unto themselves and their successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor(s) and their successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property and Easement areas, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property and Easement areas; provided, however, that Grantor(s)’ reservation of rights hereunder shall not be deemed to impose any obligations on Grantor(s) to maintain, repair or replace any part of the Property or Easement areas or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ of FORESTAR (USA) REAL ESTATE GROUP, INC., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

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.

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

14

CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2021, by and between:

Enbrook Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Enbrook Homeowners' Association, Inc., a Florida not-for-profit corporation, whose address is c/o Access Management, 2970 University Parkway, Suite 101, Sarasota, Florida 34243 ("**Association**").

RECITALS

WHEREAS, the District was established 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 District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements; and

WHEREAS, the District desires to provide for the operation, maintenance and repair of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the lands owned by the District from time to time ("**Property**"); and

WHEREAS, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF WORK.

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District's Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's

representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.

- I. **Weekly Reports.** The Association agrees to meet with the District's representative no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

SECTION 3. COMPENSATION. The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

SECTION 4. TERM. This Agreement commences on the date first written above and continues through September 30, _____ ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

SECTION 5. INSURANCE. The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its or their own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall comply with all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 8. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims

or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District.

SECTION 14. ASSIGNMENT. No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to

assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

SECTION 22. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Lee County, Florida.

SECTION 23. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and,

accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION’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 INFO@ENBROOKCDD.NET.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ENBROOK COMMUNITY DEVELOPMENT DISTRICT

By: _____

Its: _____

ENBROOK HOMEOWNERS' ASSOCIATION, INC.

By: _____

Its: _____

EXHIBIT A: Scope of Work

DRAFT

EXHIBIT A SCOPE OF WORK

DISTRICT IMPROVEMENTS

The Association shall operate, maintain and repair the following District improvements, as shown in the map attached hereto as **EXHIBIT B**:

- **Entry Roadway Improvements** – The roadway, landscaping, irrigation, hardscaping and lighting improvements located in Tracts R-2 as identified on the plat entitled “Enbrook” which is recorded in the Public Records of Lee County, Florida at Plat Book ___, Pages ___ et seq. (“Plat”).
- **Additional Landscaping, Irrigation, Hardscaping & Lighting** – The landscaping, irrigation, hardscaping and lighting improvements within Tracts LB-1, LB-2, and LB-3, and within all Landscape Buffer Easements, all as identified on the Plat.
- **Stormwater & Wetlands Improvements** – Stormwater and drainage facilities, within Tracts L-1, L-2, H, and E, as well as within the Lake Access Easements, Drainage Easements and Lake Maintenance Easements, all as identified on the Plat. Wetlands within Tract P, and within those Preserve Access Easements, as identified on the Plat.
- **Pump Station** – Pump station and re-charge well, located on Tract B as identified on the Plat.

MAINTENANCE PROGRAM

Weekly:

- Common mowing of the District properties (every other week from March 1 through November 1). Weeding, edging and tree trimming will be done on an as needed basis.
- Inspect and maintain irrigation system for the District’s common areas, as needed.

Monthly:

- Common mowing of the District properties (once per month from November 1 through March 1). Weeding, edging and tree trimming will be done on an as needed basis.
- On a schedule necessary to meet the applicable District permit requirements, conduct any monitoring and maintenance of any conservation / mitigation areas – including removal of nuisance / exotic species – to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.
- Periodic inspection and maintenance of pump station and re-charge well.

Yearly:

- Mulch application to all common area flower/tree beds.
- Power washing of entry monuments and decorative walls.
- Visual inspection of stormwater facilities, and maintain and repair as needed.
- Visual inspection of roadway, hardscaping, and lighting improvements to ensure that no dangerous conditions exist, and maintain and repair as needed.

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

15

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2021**

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 4,686	\$ -	\$ -	\$ 4,686
Investments				
Revenue	-	4	-	4
Reserve	-	158,150	-	158,150
Capitalized interest	-	210,822	-	210,822
Construction	-	-	1,610,228	1,610,228
Due from Landowner	3,094	-	-	3,094
Due from debt service fund	300	-	-	300
Total assets	<u>\$ 8,080</u>	<u>\$368,976</u>	<u>\$1,610,228</u>	<u>\$ 1,987,284</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Contracts payable	-	-	332,466	332,466
Retainage payable	-	-	80,098	80,098
Landowner advance	6,000	-	-	6,000
Due to Landowner	-	20,398	-	20,398
Due to general fund	-	300	-	300
Total liabilities	<u>6,000</u>	<u>20,698</u>	<u>412,564</u>	<u>439,262</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>3,094</u>	-	-	<u>3,094</u>
Total deferred inflows of resources	<u>3,094</u>	-	-	<u>3,094</u>
Fund balances:				
Restricted for:				
Debt service	-	348,278	-	348,278
Capital projects	-	-	1,197,664	1,197,664
Unassigned	<u>(1,014)</u>	-	-	<u>(1,014)</u>
Total fund balances	<u>(1,014)</u>	<u>348,278</u>	<u>1,197,664</u>	<u>1,544,928</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 8,080</u>	<u>\$368,976</u>	<u>\$1,610,228</u>	<u>\$ 1,987,284</u>

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 16,115	\$ 74,480	22%
Landowner contribution	27,636	36,343	-	N/A
Total revenues	<u>27,636</u>	<u>52,458</u>	<u>74,480</u>	70%
EXPENDITURES				
Professional & administrative				
District engineer	187	3,900	2,000	195%
District counsel	1,962	7,598	12,000	63%
District management	3,500	24,500	42,000	58%
Printing & binding	64	438	750	58%
Telephone	33	233	400	58%
Legal advertising	-	462	1,000	46%
Postage	8	14	750	2%
Dissemination agent	83	583	1,000	58%
Audit	-	1,500	4,000	38%
Insurance	-	5,000	4,000	125%
Contingencies/bank charges	26	175	750	23%
Website				
Hosting & development	-	-	705	0%
ADA compliance	210	210	200	105%
Annual district filing fee	-	175	175	100%
Total professional & administrative	<u>6,073</u>	<u>44,788</u>	<u>74,480</u>	60%
Excess/(deficiency) of revenues over/(under) expenditures	21,563	7,670	-	
Fund balances - beginning	<u>(22,577)</u>	<u>(8,684)</u>	-	
Fund balances - ending	<u>\$ (1,014)</u>	<u>\$ (1,014)</u>	<u>\$ -</u>	

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020
FOR THE PERIOD ENDED APRIL 30, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 2	\$ 9
Total revenues	<u>2</u>	<u>9</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	185,725
Total debt service	<u>-</u>	<u>185,725</u>
Excess/(deficiency) of revenues over/(under) expenditures	2	(185,716)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	590,815
Original issue premium	-	74,526
Underwriter's discount	-	(110,700)
Transfer out	-	(250)
Total other financing sources	<u>-</u>	<u>554,391</u>
Net change in fund balances	2	368,675
Fund balances - beginning	348,276	(20,397)
Fund balances - ending	<u>\$ 348,278</u>	<u>\$ 348,278</u>

**ENBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020
FOR THE PERIOD ENDED APRIL 30, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 9	\$ 69
Total revenues	9	69
EXPENDITURES		
Capital outlay	349,231	3,746,839
Total expenditures	349,231	3,746,839
Excess/(deficiency) of revenues over/(under) expenditures	(349,222)	(3,746,770)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	4,944,184
Transfer in	-	250
Total other financing sources/(uses)	-	4,944,434
Net change in fund balances	(349,222)	1,197,664
Fund balances - beginning	1,546,886	-
Fund balances - ending	\$ 1,197,664	\$ 1,197,664

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

16

DRAFT

**MINUTES OF MEETING
ENBROOK
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Enbrook Community Development District held a Regular Meeting on October 22, 2020 at 1:00 p.m., remotely, via Zoom at <https://us02web.zoom.us/j/81574598314>, and telephonically at 1-929-205-6099, Meeting ID: 815 7459 8314, for both.

Present were:

Mary Moulton	Chair
John Garrity	Vice Chair
Steve Aiken	Assistant Secretary
J. Wayne Everett	Assistant Secretary
Michael Bone	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Steve Martin	District Engineer
Jere Earlywine	District Counsel
James Ratz	Forestar

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 1:01 p.m. All Supervisors were present. In consideration of the COVID-19 pandemic, this meeting was being held virtually, via Zoom, and telephonically, as permitted under the Florida Governor’s Executive Orders, allowing local governmental public meetings to occur by means of communications media technology, including virtually and telephonically.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of Bond Related Items

39 **A. Resolution 2021-01, Setting Forth the Specific Terms of the District’s Special**
40 **Assessment Revenue Bonds, Series 2020; Making Certain Additional Findings and**
41 **Confirming and/or Adopting a Supplemental Engineer’s Report and a Supplemental**
42 **Assessment Report; Confirming the Maximum Assessment Lien Securing the Special**
43 **Assessment Revenue Bonds; Addressing the Allocation and Collection of the**
44 **Assessments Securing the Special Assessment Revenue Bonds; Addressing**
45 **Prepayments; Addressing True-Up Payments; Providing for the Supplementation of**
46 **the Improvement Lien Book; and Providing For Conflicts, Severability and an Effective**
47 **Date**

48 Mr. Earlywine stated the purpose of Resolution 2021-01 was to reset the assessment
49 levels and reiterate certain provisions of the Master Assessment Resolution.

50

51 **On MOTION by Ms. Moulton and seconded by Mr. Bone, with all in favor,**
52 **Resolution 2021-01, Setting Forth the Specific Terms of the District’s Special**
53 **Assessment Revenue Bonds, Series 2020; Making Certain Additional Findings**
54 **and Confirming and/or Adopting a Supplemental Engineer’s Report and a**
55 **Supplemental Assessment Report; Confirming the Maximum Assessment Lien**
56 **Securing the Special Assessment Revenue Bonds; Addressing the Allocation**
57 **and Collection of the Assessments Securing the Special Assessment Revenue**
58 **Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for**
59 **the Supplementation of the Improvement Lien Book; and Providing For**
60 **Conflicts, Severability and an Effective Date, was adopted.**

61

62

63 **B. Consideration of Issuer’s Counsel Document**

64 Mr. Earlywine gave a brief overview of each of the Issuer’s Counsel documents listed
65 below:

66 **I. Completion Agreement**

67 **II. True-Up Agreement**

68 **III. Acquisition and Advanced Funding Agreement**

69 **IV. Collateral Assignment Agreement**

70 **V. Disclosure of Public Financing**

71 **VI. Declarations of Consent**

72 VII. Notice of Assessments

73

74 On MOTION by Ms. Moulton and seconded by Mr. Bone, with all in favor, the
75 Issuer's Counsel Documents, in substantial form, and authorizing the Chair to
76 execute, were approved.

77

78

79 **FOURTH ORDER OF BUSINESS****Consideration of Project Related Items**

80

81 Mr. Earlywine gave a brief overview of each of the project-related item listed below:

82 **A. Construction Easement Agreement**83 **B. Assignment of Construction Site Work Agreement with Haskins, Inc.**84 **C. Assignment of Engineering Site Work Agreement with Grady Minor**85 **D. Preliminary Approval of Acquisition of Work Product (SWPPP Inspection Fees &
86 Permitting Fees) *Final Executed Package to Be Ratified***87 **E. Preliminary Approval Acquisition of Completed Improvements (Retaining Wall/ Exotic
88 Removal in Preserve) *Final Executed Package to Be Ratified***89 **F. Preliminary Approval of Assignment of Professional Services Agreements and
90 Acquisition of Completed Work Product (Ardurra, Dexbender, Universal Testing,
91 Waldrop Engineering & Water Sciences) *Final Executed Packages to Be Ratified***92 **G. Preliminary Approval of Assignments of Professional Services (Grady Minor – D.R.
93 Horton Agreement)**94 **H. Preliminary Approval of Assignments of Construction Agreements (Hodges, Jackson
95 Pools, LaBelle Well Drilling, Ramco Protective, Signature Privacy Walls & Triple J
96 Grassing)**97 **I. Construction Cost Share Agreement**98 **J. CDD/HOA Maintenance Agreement**

99

100 On MOTION by Ms. Moulton and seconded by Mr. Bone, with all in favor, the
101 project related items, work products and existing site work, in not-to-exceed
102 amounts, as set forth in the Engineer's Report, were approved.

103

104

105 **FIFTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
 106 **Statements as of September 30, 2020**

107
 108 Mr. Adams presented the Unaudited Financial Statements as of September 30, 2020.
 109 The financials were accepted.

110
 111 **SIXTH ORDER OF BUSINESS** **Consideration of Minutes**

112
 113 **A. August 27, 2020 Virtual Public Meeting**

114 Mr. Adams presented the August 27, 2020 Virtual Public Meeting Minutes.

115
 116 **On MOTION by Ms. Moulton and seconded by Mr. Bone, with all in favor, the**
 117 **August 27, 2020 Virtual Public Meeting Minutes, were approved.**

118
 119
 120 **B. September 10, 2020 Continued Virtual Public Meeting**

121 Mr. Adams presented the September 10, 2020 Continued Virtual Public Meeting
 122 Minutes.

123
 124 **On MOTION by Ms. Moulton and seconded by Mr. Bone, with all in favor, the**
 125 **September 10, 2020 Continued Virtual Public Meeting Minutes, were**
 126 **approved.**

127
 128
 129 **SEVENTH ORDER OF BUSINESS** **Staff Reports**

130
 131 **A. District Counsel: *Hopping Green & Sams, P.A.***

132 Mr. Earlywine stated that the bond closing was set for October 29, 2020 and the pre-
 133 closing process was underway. Staff was preparing the turnover documents for the bond
 134 closing.

135 **B. District Engineer: *Q Grady Minor & Associates P.A.***

136 There being no report, the next item followed.

137 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

138 Mr. Adams stated that he executed the bond documents. In response to Ms. Moulton’s
139 request, Mr. Adams stated that the documents would be sent Priority Overnight.

140 • **NEXT MEETING DATE: November 19, 2020 at 1:00 P.M.**

141 ○ **QUORUM CHECK**

142 The next meeting will be held on November 19, 2020 at 1:00 p.m.

143

144 **EIGHTH ORDER OF BUSINESS**

Board Members’ Comments/Requests

145

146 There being no Board Members’ comments or requests, the next item followed.

147

148 **NINTH ORDER OF BUSINESS**

Public Comments

149

150 There being no public comments, the next item followed.

151

152 **TENTH ORDER OF BUSINESS**

Adjournment

153

154 There being nothing further to discuss, the meeting adjourned.

155

156 **On MOTION by Mr. Garrity and seconded by Ms. Moulton, with all in favor, the**
157 **meeting adjourned at 1:11 p.m.**

158

159

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162

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

163
164
165
166
167

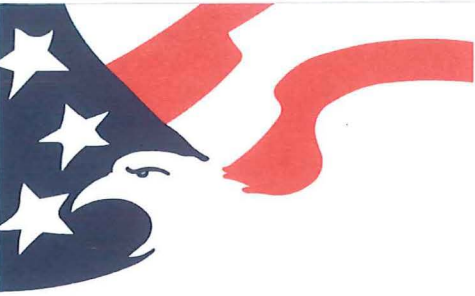
Secretary/Assistant Secretary

Chair/Vice Chair

ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

17CI



Jennifer J. Edwards Supervisor of Elections

April 20, 2021

Ms Daphne Gillyard
Endbrook CDD
2300 Glades Rd Suite 410W
Boca Raton FL 30431

Dear Ms Gillyard

In compliance with 190.06 of the Florida Statutes this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 0 active registered voters residing in the Endbrook CDD as of April 15, 2021.

Should you have any questions regarding election services for this district, please free to contact our office,

Sincerely,

David B. Carpenter
Qualifying Officer
Collier County Supervisor of Elections
(239) 252-8501
Dave.Carpenter@CollierVotes.gov



ENBROOK

COMMUNITY DEVELOPMENT DISTRICT

17CII

ENBROOK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

offices of RWA, Inc., 6610 Willow Park Dr., Ste. # 200, Naples, FL 34109

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2020	Regular Meeting	1:00 PM
Join Zoom Meeting: https://us02web.zoom.us/j/81574598314 , Meeting ID: 815 7459 8314 Dial by Location: 1 929-205-6099 , Meeting ID: 815 7459 8314		
November 19, 2020* CANCELED	Regular Meeting	1:00 PM
December 17, 2020* CANCELED	Regular Meeting	1:00 PM
January 28, 2021 CANCELED	Regular Meeting	1:00 PM
February 25, 2021 CANCELED	Regular Meeting	1:00 PM
March 25, 2021 CANCELED	Regular Meeting	1:00 PM
April 22, 2021 CANCELED	Regular Meeting	1:00 PM
May 27, 2021 CANCELED NO QUORUM	Regular Meeting	1:00 PM
June 14, 2021	Regular Meeting	1:00 PM
June 24, 2021 CANCELED	Regular Meeting	1:00 PM
July 22, 2021	Regular Meeting	1:00 PM
August 26, 2021	Public Hearing & Regular Meeting	1:00 PM
September 23, 2021	Regular Meeting	1:00 PM

***Exceptions**

November meeting date is one week earlier to accommodate Thanksgiving holiday

December meeting date is one week earlier to accommodate Christmas holiday