

# **HIGHLAND PARK**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**May 28, 2026**

**REGULAR  
MEETING AGENDA**

**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

**Highland Park 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**  
<https://highlandparkcdd.net/>

May 21, 2026

Board of Supervisors  
Highland Park Community Development District

Dear Board Members:

The Board of Supervisors of the Highland Park Community Development District will hold a Regular Meeting on May 28, 2026 at 12:30 p.m., at the Jose Moreno P.A. Office, 240 NW 76 Drive, Suite D, Gainesville, Florida 32607. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2026-05, Ratifying, Confirming, and Approving the Actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Highland Park Community Development District Special Assessment Revenue Bonds, Series 2026; Providing a Severability Clause; and Providing an Effective Date
4. Consideration of Resolution 2026-06, Approving Proposed Budgets for Fiscal Year 2027; Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapters 190, 197, and 170, Florida Statutes; Setting Public Hearings; Addressing Publication; Addressing Severability; and Providing an Effective Date
5. Consideration of Resolution 2026-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2026/2027 and Providing for an Effective Date
6. Discussion/Consideration: NV5, Inc. Amendment to Professional Engineering Services Agreement [Hourly Billable Rates]
7. Ratification Items
  - A. Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Highland Park Community Development District
  - B. Assignment of Contractor Agreement Residential Phases 1, 2, 3

**ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

**NOTE: Meeting Location**

C. Requisitions, Series 2026

I.	Number 1	Newberry Plaza, LLC	[\$21,000]
II.	Number 2	Newberry Plaza, LLC	[\$1,804,394.03]
III.	Number 3	O’Steen Brothers, Inc.	[\$1,166,660.07]
IV.	Number 4	O’Steen Brothers, Inc.	[\$2,041,954.25]
V.	Number 5	Kilinski   Van Wyk PLLC	[\$5,341.00]
VI.	Number 6	O’Steen Brothers, Inc.	[\$170,607.76]

8. Acceptance of Unaudited Financial Statements as of April 30, 2026

9. Approval of February 9, 2026 Regular Meeting and Audit Committee Meeting Minutes

10. Staff Reports

A. District Counsel: *Kilinski | Van Wyk PLLC*

B. District Engineer: *NV5, Inc.*

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

- UPCOMING MEETINGS

- June 25, 2026 at 12:30 PM

- July 23, 2026 at 12:30 PM

- QUORUM CHECK

SEAT 1	THOMAS MILES	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	LOIS LIVINGSTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	DANIEL CHANDLER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	CHARLIE CHESTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JOSE MORENO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- Performance Measures/Standards & Annual Reporting Form *(for informational purposes)*

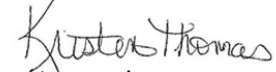
11. Board Members’ Comments/Requests

12. Public Comments

13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 517-5111.

Sincerely,



Kristen Thomas  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 866 4977**

# **HIGHLAND PARK**

## **COMMUNITY DEVELOPMENT DISTRICT**

**3**

**RESOLUTION 2026-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Highland Park Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in the City of Newberry, Alachua County, Florida; and

**WHEREAS**, the District previously adopted Resolution Nos. 2025-33 and 2026-02 on March 5, 2025, and February 9, 2026, respectively, authorizing the issuance of its \$6,095,000 Special Assessment Revenue Bonds, Series 2026 (“**Series 2026 Bonds**”) for the purpose of financing a portion of the acquisition and/or construction of all or a portion of certain improvements as described in the *Highland Park Community Development District Engineer’s Report*, dated March 5, 2025, revised February 9, 2026; and

**WHEREAS**, the District closed on the issuance of the Series 2026 Bonds on April 9, 2026; and

**WHEREAS**, as prerequisites to the issuance of the Series 2026 Bonds, the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District staff, including the District Manager, District Financial Advisor, District Counsel and Bond Counsel (“**District Staff**”) were required to execute and deliver various documents (“**Closing Documents**”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District Staff in closing on the issuance of the Series 2026 Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The issuance of the Series 2026 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

**SECTION 2.** The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2026 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2026 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

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

**SECTION 4.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED this 28th day of May, 2026.**

ATTEST:

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **HIGHLAND PARK**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**

## RESOLUTION 2026-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2027; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 190, 197, AND 170, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to June 15, 2026, prepared and submitted to the Board of Supervisors (“**Board**”) of the Highland Park Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2027**”); and

**WHEREAS**, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 190, 197, and 170, *Florida Statutes* (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

**WHEREAS**, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

**WHEREAS**, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT:**

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. DECLARING ASSESSMENTS.** Pursuant to Chapters 190, 197, and 170, *Florida Statutes*, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports of the District Engineer, all of which are on file and available for public inspection at the “**District’s Office**,” Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned among such lots and lands, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid in one or more installments pursuant to a bill issued by the District in November of 2026, and pursuant to Chapter

170, *Florida Statutes*, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, *Florida Statutes*.

**3. SETTING PUBLIC HEARINGS.** Pursuant to Chapters 190, 197, and 170, *Florida Statutes*, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, time and location:

DATE: \_\_\_\_\_, 2026

TIME: 12:30 p.m.

LOCATION: Jose Moreno P.A. Office  
240 NW 76 Drive, Suite D  
Gainesville, Florida 32607

**4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Newberry and Alachua County, Florida at least sixty (60) days prior to the hearing set above.

**5. 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 (2) days before the budget hearing date as set forth in Section 3 and shall remain on the website for at least forty-five (45) days.

**6. PUBLICATION OF NOTICE.** The notice of the public hearings shall be published in the manner prescribed in Florida law.

**7. 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.

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

**PASSED AND ADOPTED THIS 28TH DAY OF MAY, 2026.**

ATTEST:

**HIGHLAND PARK  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

**Exhibit A:** Proposed Budget for Fiscal Year 2027

**Exhibit A:** Proposed Budget for Fiscal Year 2027

**HIGHLAND PARK  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2027**

**HIGHLAND PARK  
COMMUNITY DEVELOPMENT DISTRICT  
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**HIGHLAND PARK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	
<b>REVENUES</b>					
Developer contribution	\$ 106,540	\$ 25,419	\$ 51,249	\$ 76,668	\$ 114,975
Total revenues	<u>106,540</u>	<u>25,419</u>	<u>51,249</u>	<u>76,668</u>	<u>114,975</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	8,000	1,077	2,150	3,227	8,000
Management/accounting/recording**	48,000	12,000	24,000	36,000	48,000
Legal	25,000	6,954	12,000	18,954	25,000
Engineering	2,000	-	2,000	2,000	10,500
Audit*	5,500	-	-	-	5,500
Arbitrage rebate calculation*	500	-	-	-	500
Dissemination agent*	2,000	-	1,000	1,000	2,000
Trustee*	4,500	-	-	-	4,500
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	996	754	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	1,500	916	584	1,500	1,500
Website hosting & maintenance	705	1,680	-	1,680	705
Website ADA compliance	210	145	-	145	145
Total expenditures	<u>106,540</u>	<u>29,293</u>	<u>43,338</u>	<u>72,631</u>	<u>114,975</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(3,874)	7,911	4,037	-
Fund balance - beginning (unaudited)	-	(4,037)	(7,911)	(4,037)	-
Fund balance - ending (projected)	-	(7,911)	-	-	-
Unassigned	-	(7,911)	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (7,911)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

\*These items will be realized when bonds are issued

\*\*WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**HIGHLAND PARK  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Supervisors	\$ 8,000
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording**	48,000
<b>Wrathell, Hunt and Associates, LLC</b> (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.	
Legal	25,000
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.	
Engineering	10,500
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.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	2,000
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.	
Trustee*	4,500
Telephone	200
Postage	500
Telephone and fax machine.	
Printing & binding	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	1,750
Letterhead, envelopes, copies, agenda packages	
Annual special district fee	175
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Insurance	5,500
Annual fee paid to the Florida Department of Economic Opportunity.	
Contingencies/bank charges	1,500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	145
Total expenditures	<u><u>\$ 114,975</u></u>

**HIGHLAND PARK  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2026  
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Proposed Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected Revenue & Expenditures	
<b>REVENUES</b>					
Assessment levy: off-roll	-	-	-	-	437,280
Total revenues	-	-	-	-	437,280
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	-	-	80,000
Interest	-	-	21,945	21,945	359,094
Cost of issuance	-	-	241,570	241,570	-
Underwriter's discount	-	-	121,900	121,900	-
Total expenditures	-	-	385,415	385,415	439,094
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(385,415)	(385,415)	(1,814)
<b>OTHER FINANCING SOURCES/(USES)</b>					
Bond proceeds	-	-	1,055,651	1,055,651	-
Original issue discount	-	-	(53,408)	(53,408)	-
Total other financing sources/(uses)	-	-	1,002,243	1,002,243	-
Net increase/(decrease) in fund balance	-	-	616,828	616,828	(1,814)
Fund balance:					
Beginning fund balance (unaudited)	-	-	-	-	616,828
Ending fund balance (projected)	\$ -	\$ -	\$ 616,828	\$ 616,828	615,014
Use of fund balance:					
Debt service reserve account balance (required)					(437,281)
Interest expense - November 1, 2027					(177,297)
Projected fund balance surplus/(deficit) as of September 30, 2027					\$ 436

**HIGHLAND PARK  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2026 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/26			21,944.62	21,944.62	6,095,000.00
11/01/26			179,546.88	179,546.88	6,095,000.00
05/01/27	80,000.00	5.625%	179,546.88	259,546.88	6,015,000.00
11/01/27			177,296.88	177,296.88	6,015,000.00
05/01/28	85,000.00	5.625%	177,296.88	262,296.88	5,930,000.00
11/01/28			174,906.25	174,906.25	5,930,000.00
05/01/29	90,000.00	5.625%	174,906.25	264,906.25	5,840,000.00
11/01/29			172,375.00	172,375.00	5,840,000.00
05/01/30	95,000.00	5.625%	172,375.00	267,375.00	5,745,000.00
11/01/30			169,703.13	169,703.13	5,745,000.00
05/01/31	100,000.00	5.625%	169,703.13	269,703.13	5,645,000.00
11/01/31			166,890.63	166,890.63	5,645,000.00
05/01/32	105,000.00	5.625%	166,890.63	271,890.63	5,540,000.00
11/01/32			163,937.50	163,937.50	5,540,000.00
05/01/33	110,000.00	5.625%	163,937.50	273,937.50	5,430,000.00
11/01/33			160,843.75	160,843.75	5,430,000.00
05/01/34	115,000.00	5.625%	160,843.75	275,843.75	5,315,000.00
11/01/34			157,609.38	157,609.38	5,315,000.00
05/01/35	125,000.00	5.625%	157,609.38	282,609.38	5,190,000.00
11/01/35			154,093.75	154,093.75	5,190,000.00
05/01/36	130,000.00	5.625%	154,093.75	284,093.75	5,060,000.00
11/01/36			150,437.50	150,437.50	5,060,000.00
05/01/37	140,000.00	5.625%	150,437.50	290,437.50	4,920,000.00
11/01/37			146,500.00	146,500.00	4,920,000.00
05/01/38	145,000.00	5.625%	146,500.00	291,500.00	4,775,000.00
11/01/38			142,421.88	142,421.88	4,775,000.00
05/01/39	155,000.00	5.625%	142,421.88	297,421.88	4,620,000.00
11/01/39			138,062.50	138,062.50	4,620,000.00
05/01/40	165,000.00	5.625%	138,062.50	303,062.50	4,455,000.00
11/01/40			133,421.88	133,421.88	4,455,000.00
05/01/41	175,000.00	5.625%	133,421.88	308,421.88	4,280,000.00
11/01/41			128,500.00	128,500.00	4,280,000.00
05/01/42	185,000.00	5.625%	128,500.00	313,500.00	4,095,000.00
11/01/42			123,296.88	123,296.88	4,095,000.00
05/01/43	195,000.00	5.625%	123,296.88	318,296.88	3,900,000.00
11/01/43			117,812.50	117,812.50	3,900,000.00
05/01/44	205,000.00	5.625%	117,812.50	322,812.50	3,695,000.00
11/01/44			112,046.88	112,046.88	3,695,000.00
05/01/45	215,000.00	5.625%	112,046.88	327,046.88	3,480,000.00
11/01/45			106,000.00	106,000.00	3,480,000.00
05/01/46	230,000.00	5.625%	106,000.00	336,000.00	3,250,000.00
11/01/46			99,531.25	99,531.25	3,250,000.00
05/01/47	245,000.00	6.125%	99,531.25	344,531.25	3,005,000.00
11/01/47			92,028.13	92,028.13	3,005,000.00
05/01/48	260,000.00	6.125%	92,028.13	352,028.13	2,745,000.00
11/01/48			84,065.63	84,065.63	2,745,000.00
05/01/49	275,000.00	6.125%	84,065.63	359,065.63	2,470,000.00
11/01/49			75,643.75	75,643.75	2,470,000.00

**HIGHLAND PARK  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2026 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/50	290,000.00	6.125%	75,643.75	365,643.75	2,180,000.00
11/01/50			66,762.50	66,762.50	2,180,000.00
05/01/51	310,000.00	6.125%	66,762.50	376,762.50	1,870,000.00
11/01/51			57,268.75	57,268.75	1,870,000.00
05/01/52	330,000.00	6.125%	57,268.75	387,268.75	1,540,000.00
11/01/52			47,162.50	47,162.50	1,540,000.00
05/01/53	350,000.00	6.125%	47,162.50	397,162.50	1,190,000.00
11/01/53			36,443.75	36,443.75	1,190,000.00
05/01/54	375,000.00	6.125%	36,443.75	411,443.75	815,000.00
11/01/54			24,959.38	24,959.38	815,000.00
05/01/55	395,000.00	6.125%	24,959.38	419,959.38	420,000.00
11/01/55			12,862.50	12,862.50	420,000.00
05/01/56	420,000.00	6.125%	12,862.50	432,862.50	-
11/01/56			-	-	-
<b>Total</b>	<b>6,095,000.00</b>		<b>7,166,807.13</b>	<b>13,261,807.13</b>	

**HIGHLAND PARK  
 COMMUNITY DEVELOPMENT DISTRICT  
 ASSESSMENT COMPARISON  
 PROJECTED FISCAL YEAR 2027 ASSESSMENTS**

<b>Landowner Contribution (GF)/ Off-Roll Assessments (DSF)</b>
--

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2027 O&amp;M Assessment per Unit</u>	<u>FY 2027 DS Assessment per Unit</u>	<u>FY 2027 Total Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>
SF 50'	350	-	1,249.37	1,249.37	n/a
<b>Total</b>	<b>350</b>				

**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2026-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2026/2027 AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Highland Park Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; 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.

**WHEREAS**, the Board desires to adopt the Fiscal Year 2026/2027 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT:**

**1. ADOPTING FISCAL YEAR 2026/2027 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2026/2027 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.

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

**PASSED AND ADOPTED** this 28<sup>th</sup> day of May, 2026.

ATTEST:

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

<b>HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2026/2027 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Jose Moreno P.A. Office, 240 NW 76 Drive, Suite D, Gainesville, Florida 32607</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 22, 2026</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>November 26, 2026</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>December 24, 2026</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>January 28, 2027</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>February 25, 2027</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>March 25, 2027</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>April 22, 2027</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>May 27, 2027</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>June 24, 2027</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>July 22, 2027</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>August 26, 2027</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>September 23, 2027</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>

**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6**

## AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AMENDMENT (“Amendment”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between:

**HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Newberry, Florida, with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**NV5, INC.**, a Delaware corporation authorized to do business in Florida with a mailing address of 200 South Park Road, Suite 350, Hollywood, Florida 33021 (“**Engineer**”, together with the District, the “**Parties**”).

### RECITALS

**WHEREAS**, the District and the Engineer are parties to that certain *Professional Engineering Services Agreement*, dated November 3, 2025, as amended from time to time (“**Agreement**”); and

**WHEREAS**, Engineer has provided the District with an updated Hourly Fee Schedule for the period from June 1, 2025, to June 20, 2026; and

**WHEREAS**, the Parties now desire to amend the Agreement to incorporate the updated Hourly Fee Schedule.

**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 stated above are true and correct and by this reference are incorporated herein and form a material part of this Second Amendment.

**SECTION 2. AMENDMENT.** The District and Engineer agree to amend the Agreement in the following: As of the effective date of this Amendment, the Agreement shall be amended to incorporate the Hourly Fee Schedule attached as **Exhibit A** to this Amendment.

**SECTION 3. AFFIRMATION OF THE AGREEMENT.** The District and Engineer agree that nothing contained herein shall alter or amend the Parties’ rights, responsibilities and obligations under the Agreement, except to the extent set forth in this Amendment. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

**SECTION 4. EXECUTION IN COUNTERPARTS.** This Amendment 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.

**SECTION 5. EFFECTIVE DATE.** This Amendment shall be effective as of the day and year first written above.

**IN WITNESS WHEREOF,** the Parties execute this Amendment to be effective the day and year first written above.

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**NV5, INC.,** a Florida corporation

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

**Exhibit A:** Hourly Fee Schedule

## Exhibit A - Hourly Fee Schedule



### NV5 INF-FL Standard Rates

Effective June 21, 2025 – June 20, 2026

<b>Civil Engineering Division</b>	<b>Rate</b>
Director Engineering	\$250/hr
Senior Project Manager	\$205/hr
Project Manager/Professional Engineer	\$190/hr
Project Engineer	\$150/hr
<b>Construction Engineering Inspections Division</b>	<b>Rate</b>
Director Construction Services/CEI Senior Project Engineer	\$250/hr
Construction Project Manager/CEI Project Administrator	\$170/hr
CEI Contract Support Specialist	\$140/hr
Senior Inspector/Supervisor	\$125/hr
Inspector	\$115/hr
<b>Planning Division</b>	<b>Rate</b>
Director Planning	\$250/hr
Senior Project Manager	\$205/hr
Project Manager	\$190/hr
Professional Planner	\$180/hr
Project Planner	\$150/hr
<b>Design Division</b>	<b>Rate</b>
Director Landscape Architecture	\$250/hr
Senior Project Manager	\$205/hr
Project Manager/Professional Landscape Architect	\$190/hr
Project Landscape Architect	\$150/hr
Designer	\$130/hr
<b>Land Surveying Division</b>	<b>Rate</b>
Director/Professional Surveyor & Mapper	\$250/hr
Senior Project Manager	\$205/hr
Professional Surveyor & Mapper	\$190/hr
Chief of Surveys/Project Surveyor	\$150/hr
2-Man Field Crew	\$200/hr
3-Man Field Crew	\$250/hr
2-Man SUE Crew	\$200/hr
3-Man SUE Crew	\$250/hr
Vac-Truck	\$350/hr
GPS Field Operator/Robotics (1-man)	\$150/hr
Field Technician	\$95/hr
<b>Ecological Division</b>	<b>Rate</b>
Senior Ecologist	\$250/hr
Ecologist III	\$150/hr
Ecologist II	\$125/hr
Ecologist I	\$110/hr
<b>Geotechnical Division</b>	<b>Rate</b>
Director Geotechnical Engineer	\$250/hr
Senior Geotechnical Technician	\$150/hr
Geotechnical Technician	\$110/hr
<b>Environmental</b>	<b>Rate</b>
Director Environmental	\$250/hr
Senior Project Manager	\$205/hr
Project Manager/Professional Engineer	\$190/hr
Staff Level Scientist/Engineer/Geologist	\$120/hr

**NV5 INV-FL Standard Rates**

Effective June 21, 2025 – June 20, 2026



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<b>All Divisions</b>	<b>Rate</b>
Depositions/Expert Witness	\$500/hr
Principals/Vice Presidents	\$325/hr
Director of Marketing + Communications	\$220/hr
Digital Communications Specialist	\$150/hr
Graphic Designer	\$150/hr
Senior CADD/GIS Designer	\$150/hr
CADD Designer II/GIS Technician	\$135/hr
CADD Designer I/GIS Technician	\$110/hr
Project Coordinator	\$90/hr
Project Interns	\$80/hr
Project Assistant / Administrative Assistant	\$80/hr

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**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS**

**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS**

**A**

4/13/2026 4:24 PM  
**BOOK 5265      PAGE 3035**  
**J.K. JESS IRBY, ESQ.**

**Clerk of the Court, Alachua County, Florida**  
**ERECORDED      Receipt # 1320675**  
**Doc Stamp-Mort: \$0.00**  
**Doc Stamp-Deed: \$0.00**  
**Intang. Tax: \$0.00**

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

Jennifer Kilinski, Esq.  
Kilinski | Van Wyk, PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

**Board of Supervisors<sup>1</sup>**  
**Highland Park Community Development District**

**Jose Moreno**  
Chairman

**Lois Livingston**  
Assistant Secretary

**Tommy Miles**  
Vice Chairman

**Charlie Cheston**  
Assistant Secretary

**Daniel Chandler**  
Assistant Secretary

District Manager  
c/o Wrathell, Hunt, and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Tel: (561) 571-0010  
**(“District Manager’s Office”)**

District records are on file at the District Manager’s Office and are available for public inspection upon request during normal business hours.

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<sup>1</sup> This list reflects the composition of the Board of Supervisors as of March 13, 2026. For a current list of Board Members, please contact the District Manager’s Office.

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**What is the District and How is it Governed?** ..... 1

**Overview of the District’s Projects, Bonds & Debt Assessments** ..... 2

**Methods of Collection** ..... 4

**District Boundary Legal Description** ..... Exhibit A

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN  
BY THE HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

**INTRODUCTION**

On behalf of the Highland Park Community Development District (“**District**”), the following information is provided to give you a description of the District’s services and the assessments that have been levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (“**Act**”). Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents, as well as filed in the property records of each county in which the District is located.

**WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?**

The District was established by Ordinance No. 2025-01, enacted and made effective by the City Commission of the City of Newberry, Florida on February 24, 2025. The District boundaries encompass approximately 104.245 acres within the City of Newberry, Florida, generally located south of State Road 26 and east of SW 242<sup>nd</sup> Street in Alachua County Florida. The District lies within Section 3 Township 10 South, Range 17 East, all within Alachua County, Florida. The development plan for the lands within the District includes approximately 350 single-family residential units to be constructed over a multi-year period in one or more development phases. As a local unit of special-purpose government, the District provides an alternate means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (“**Board**” and individually, “**Supervisors**”), the members of which must be residents of the State of Florida and citizens of the United States. Within ninety (90) days of appointment of the initial Board, members were elected on an at-large basis by the owners of property within the District. Subsequent landowner elections are then held every two years in November. At the landowner elections, and generally stated, each landowner is entitled to cast one vote for each acre of land owned with fractions thereof rounded upward to the nearest whole number, or one vote per platted lot. Commencing six (6) years after the initial appointment of the members of the Board and when the District attains a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered to vote with the Supervisor of Elections for Alachua County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

The District is subject to Florida law governing open meetings and records. Accordingly, Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection at the District Manager’s Office during normal business hours.

## OVERVIEW OF THE DISTRICT'S PROJECTS, BONDS & DEBT ASSESSMENTS

The District is authorized by the Act to, among other things, finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management systems, roadway improvements, on-site and off-site wetland mitigation, landscape/hardscape, parks and recreation facilities, irrigation systems and other infrastructure projects and services necessitated by the development of, and serving lands within, the District. A description of the boundaries of the District is attached hereto as **Exhibit A**.

Pursuant to the Act, the District is authorized to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue bonds, notes and/or other specific financing mechanisms payable from such special assessments. On May 22, 2025, the Eighth Judicial Circuit of Florida, in and for Alachua County, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$34,770,000 in Special Assessment Revenue Bonds, in one or more series, for infrastructure needs of the District ("**Final Judgment**"), to which no appeal was filed.

### *Capital Improvement Plan / Master Bonds & Assessments*

The District has authorized the construction and/or financing of its master capital improvement plan ("**CIP**"). The CIP includes, among other things, stormwater management system; roadways; water, wastewater and reclaim utilities; hardscape, landscape, and irrigation; undergrounding of electrical utility lines; recreational amenities; environmental conservation and mitigation; offsite improvements; and soft costs. The CIP is estimated to cost approximately **\$25,178,604.12** and is described in more detail in the *Engineer's Report*, dated March 5, 2025, revised February 9, 2026 (the "**Engineer's Report**").

The District anticipates financing all or a portion of the CIP by the issuance of one or more series of future special assessment revenue bonds ("**Master Bonds**"). To secure the repayment of such Master Bonds, the District has levied and imposed one or more non-ad valorem debt service special assessment liens ("**Master Assessments**") on certain benefitted lands within the District. The Master Assessments are further described in the *Highland Park Community Development District Master Special Assessment Methodology Report*, dated March 5, 2025 ("**Master Assessment Report**"). A notice of the master assessment lien imposed consistent with the Master Assessment Report has been recorded in the Official Records of Alachua County. The Master Assessment Report and the reports that supplement it are designed to conform to the requirements of Chapters 170, 190 and 197, *Florida Statutes*, and are not intended to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

Allocation of special assessments is a continuous process until the CIP is completed. As a master series of interrelated improvements, the CIP benefits all developable acres within the District. Once platting has begun, the assessments will be allocated to the assigned properties based on the benefits they receive as set forth herein ("**Assigned Properties**"). The unassigned properties, defined as property that has not been platted and assigned development rights, will continue to be assessed on a per-acre (equal acreage) basis ("**Unassigned Properties**"). Eventually the development plan will be completed and the assessments securing each series of bonds will be allocated to the benefitted property within the District. If there are changes to the development plan causing a change in the ultimate number of platted units, a true-up of the assessment(s) will be calculated to determine if a debt reduction or true-up payment is required.

## 2026 Bonds

The District has authorized the construction and/or acquisition of its “**Project**,” which corresponds to the CIP. On April 9, 2026, the District issued \$6,095,000 Special Assessment Revenue Bonds, Series 2026 (“**2026 Bonds**”), for the purpose of financing a portion of the Project. The amortization schedule for the 2026 Bonds is available at the District Manager’s Office. The Project is anticipated to cost \$25,178,604.12 and is described in the Engineer’s Report. The Project includes improvements related to stormwater management system; roadways; water, wastewater and reclaim utilities; hardscape, landscape, and irrigation; undergrounding of electrical utility lines; recreational amenities; environmental conservation and mitigation; offsite improvements, and miscellaneous improvements as may be authorized by Chapter 190, *Florida Statutes*.

The 2026 Bonds are secured by non-ad valorem special assessments levied and imposed as part of the Master Assessments (“**2026 Assessments**”) on all lands within the District, as described in **Exhibit A** hereto. The 2026 Assessments are further described in the *First Supplemental Special Assessment Methodology Report*, dated March 25, 2026 (“**Supplemental Assessment Report**”). It is anticipated that the 2026 Assessments will be collected through the Uniform Method of Collection described in Chapter 197, *Florida Statutes*, for platted lots and directly collected for unplatted property but the assessments may be collected by any other legal means available to the District. Schedules of the annual assessments on benefiting property levied to pay debt service obligations of the District are summarized below and are available for public inspection at the District Manager’s Office.

The 2026 Assessments described above and below exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefited lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager’s Office.

The allocation for the 2026 Assessments is provided below:

<i>2026 Assessments</i>				
<b>Product Type</b>	<b>No. of Units</b>	<b>ERU Factor</b>	<b>Annual Bond Assessment Debt Service per Unit* paid in March**</b>	<b>Bond Assessment Apportionment per Unit</b>
Single Family	350	1.00	\$1,329.12	\$17,414.29

\* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4 of Supplemental Assessment Report.

\*\* Includes costs of collection estimated at 2% (subject to change) and an allowance for early payment discount estimated at 4% (subject to change).

## Operation and Maintenance Assessments

In addition to the 2026 Assessment described above, the District also imposes on an annual basis operations and maintenance assessments (“**O&M Assessments**”), which are determined and calculated annually by the Board in order to fund the District’s annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District and may vary from year to year based on the amount of the District’s budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Manager’s Office for more information regarding the allocation of O&M Assessments.

### *Future Improvements and Assessments*

Should the District choose to finance additional portions of its CIP in the future, additional debt assessments may be imposed on property within the District. Such additional assessments will be allocated in a manner consistent with the Master Assessment Report.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, *Florida Statutes*. Further information regarding any of the improvements can be obtained from the engineer's reports on file in the District Manager's Office. Further, a detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager's Office.

### **METHODS OF COLLECTION**

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. The provisions governing the collection of special assessments are more fully set forth in the applicable assessment resolutions which are on file at the District Manager's Office. That said, and generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Alachua County Tax Collector in the same manner as county ad valorem taxes ("**Uniform Method**"). Each property owner subject to the collection of special assessments by the Uniform Method must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The use of the Uniform Method for any given fiscal year does not mean that the Uniform Method will be used to collect assessments in future years, and the District reserves the right in its sole discretion to select a new or different collection method in any given year, regardless of past practices.

Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. In the event that an assessment payment is not timely made, the whole assessment – including any remaining amounts for the fiscal year as well as any future installments of assessments securing debt service – shall immediately become due and payable and shall accrue interest as well as penalties, plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Please contact the District Manager's Office for further information regarding collection methods.

This description of the District's operations, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of communities. If you have questions or would like additional information about the District, please write to: Highland Park Community Development District, c/o Wrathell, Hunt, and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Attn: District Manager, or call (561) 571-0010.

*[Signature on following page]*

IN WITNESS WHEREOF, this *Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Highland Park Community Development District* has been executed to be effective as of the 9<sup>th</sup> day of April 2026, and recorded in the Official Records of Alachua County, Florida.

**HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

By: [Signature]  
Jose Moreno, Chairman

Witness

Isabella Marmaridis  
Print Name

Address: 240 NW 70<sup>th</sup> Drive, Suite B  
Gainesville, FL 32607

[Signature]  
Witness

Jennifer Britz  
Print Name

Address: 240 NW 70<sup>th</sup> Dr. Suite B  
Gainesville, FL 32607

STATE OF FLORIDA  
COUNTY OF Alachua

The foregoing instrument was acknowledged before me  in person or  by means of remote notarization this 23 day of March 2026, by Jose Moreno, as Chairman of the Highland Park Community Development District, who  is personally known to me or who  has produced as identification, and did not take the oath.

[Signature]

Notary Public, State of Florida  
Print Name: Rhonda Griffiths  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

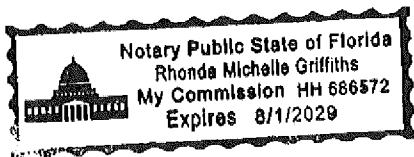


Exhibit A: District Boundaries

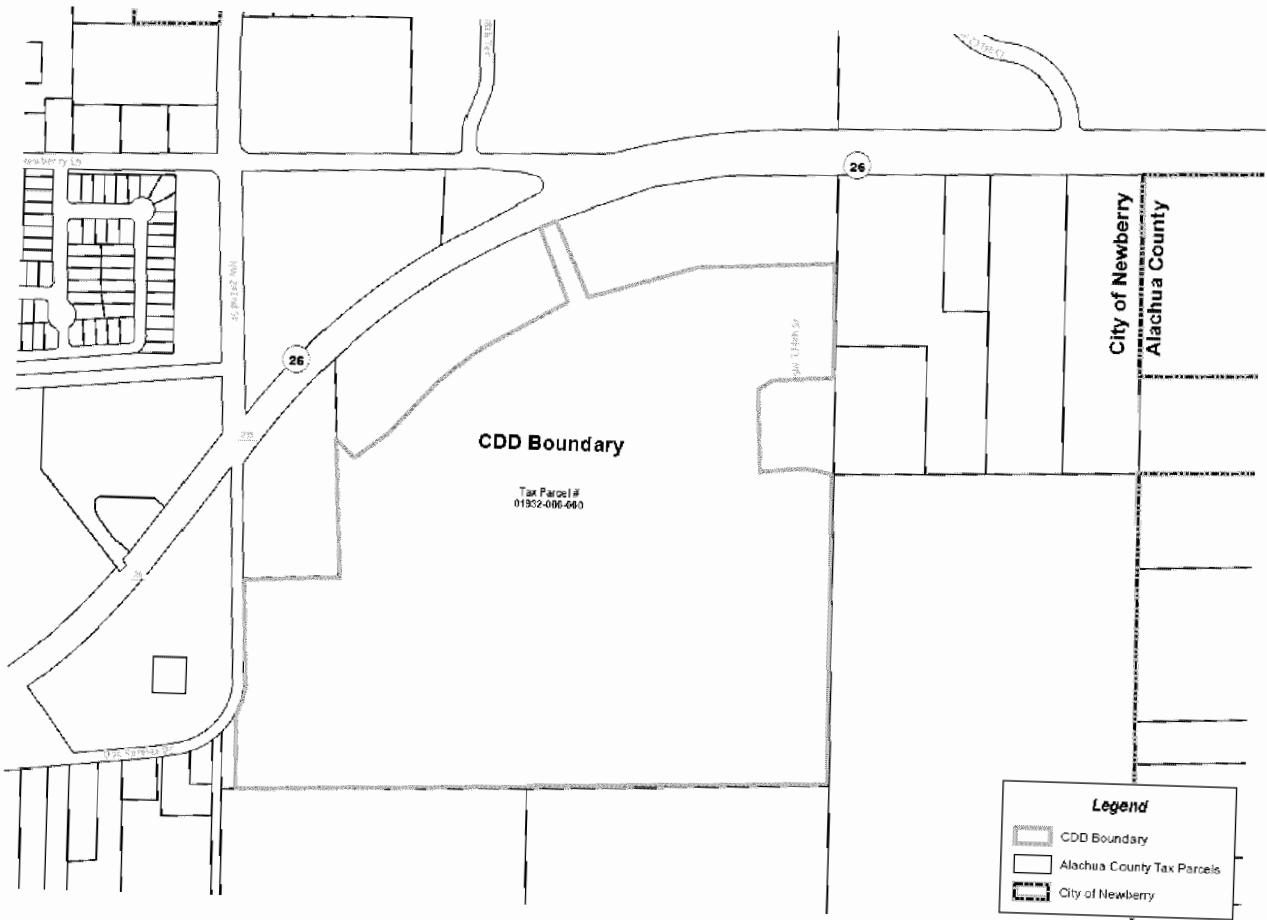
**EXHIBIT A: District Boundaries**

A PARCEL OF LAND SITUATED IN SECTION 3, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3, TOWNSHIP 10 SOUTH, RANGE 17 EAST, THENCE RUN SOUTH 00°55'07" EAST, ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 49.79 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 26, ALSO KNOWN AS WEST NEWBERRY ROAD (RIGHT OF WAY WIDTH VARIES); THENCE CONTINUE SOUTH 00°55'07" EAST, ALONG SAID EAST LINE OF SECTION 3, A DISTANCE OF 390.04 FEET; THENCE RUN SOUTH 88°13'33" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°55'07" EAST, A DISTANCE OF 500.05 FEET; THENCE RUN SOUTH 89°04'53" WEST, A DISTANCE OF 232.77 FEET; THENCE RUN SOUTH 66°55'59" WEST, A DISTANCE OF 110.00 FEET; THENCE RUN SOUTH 23°04'01" EAST, A DISTANCE OF 393.61 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 80.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 20°13'55" EAST, 7.91 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°40'14", AN ARC LENGTH OF 7.92 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 72°36'12" EAST, A DISTANCE OF 110.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS 190.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 16°36'49" EAST, 5.19 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°33'58", AN ARC LENGTH OF 5.19 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 89°04'53" EAST, A DISTANCE OF 76.75 FEET; THENCE RUN SOUTH 00°54'31" EAST, A DISTANCE OF 1366.55 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE RUN SOUTH 88°01'08" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 2527.72 FEET; THENCE RUN NORTH 01°08'19" WEST, A DISTANCE OF 323.21 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 383.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 17°49'26" EAST, 123.81 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE 18°36'14", AN ARC LENGTH OF 124.36 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 02°44'03" WEST, A DISTANCE OF 482.45 FEET; THENCE RUN NORTH 87°18'09" EAST 393.72 FEET; THENCE RUN NORTH 02°41'15" WEST, A DISTANCE OF 559.34 FEET; THENCE RUN SOUTH 51°07'16" EAST, A DISTANCE OF 107.68 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2424.79 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND

DISTANCE OF NORTH 52°26'00" EAST, 1136.59 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°06'32", AN ARC LENGTH OF 1147.26 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 23°04'01" WEST, A DISTANCE OF 390.05 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 26, ALSO KNOWN AS WEST NEWBERRY ROAD (RIGHT OF WAY WIDTH VARIES) AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2814.79 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 66°55'59" EAST, 80.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°37'43", AN ARC LENGTH OF 80.00 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 23°04'01" EAST, A DISTANCE OF 390.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2424.79 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 78°03'07" EAST, 856.60 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°20'51", AN ARC LENGTH OF 861.12 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 88°13'33" EAST, A DISTANCE OF 218.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 104.245 ACRES, MORE OR LESS.



**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS**

**B**

**ASSIGNMENT OF CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

Assignor: Newberry Plaza, LLC (“Assignor”)  
Owner/Assignee: Highland Park Community Development District (“Assignee” or “District”)  
Contractor: O’Steen Brothers, Inc. (“Contractor”)  
Contract: Agreement between Owner and Contractor for Construction Contract (Stipulated Price) – Residential Phases 1, 2, 3 – Site/Civil Infrastructure (“Contractor Agreement” or “Project”)

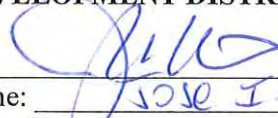
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the 9th day of April 2026 (“Effective Date”).

**O’STEEN BROTHERS, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Name: Jose I. Moreno  
Title: Chairperson

**NEWBERRY PLAZA, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - **Exhibit A:** Contractor Proposal
  - **Exhibit B:** Assignment Addendum
  - **Exhibit C:** Scrutinized Companies Statement
  - **Exhibit D:** Public Entity Crimes Statement
  - **Exhibit E:** Trench Safety Act Statements
  - **Exhibit F:** Discrimination Statement
  - **Exhibit G:** Human Trafficking Affidavit
  - **Exhibit H:** Performance Bond
  - **Exhibit I:** Payment Bond

**ASSIGNMENT OF CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

Assignor: Newberry Plaza, LLC ("Assignor")  
Owner/Assignee: Highland Park Community Development District ("Assignee" or "District")  
Contractor: O'Steen Brothers, Inc. ("Contractor")  
Contract: Agreement between Owner and Contractor for Construction Contract (Stipulated Price) – Residential Phases 1, 2, 3 – Site/Civil Infrastructure ("Contractor Agreement" or "Project")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor's rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the 9th day of April 2026.


**O'STEEN BROTHERS, INC.**

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

**NEWBERRY PLAZA, LLC**

By:   
Printed Name: Paul Cronman  
Title: Manager

**EXHIBITS:**

- Developer's Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor's Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - Exhibit A: Contractor Proposal
  - Exhibit B: Assignment Addendum
  - Exhibit C: Scrutinized Companies Statement
  - Exhibit D: Public Entity Crimes Statement
  - Exhibit E: Trench Safety Act Statements
  - Exhibit F: Discrimination Statement
  - Exhibit G: Human Trafficking Affidavit
  - Exhibit H: Performance Bond
  - Exhibit I: Payment Bond

**ASSIGNMENT OF CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

Assignor: Newberry Plaza, LLC (“Assignor”)  
Owner/Assignee: Highland Park Community Development District (“Assignee” or “District”)  
Contractor: O’Steen Brothers, Inc. (“Contractor”)  
Contract: Agreement between Owner and Contractor for Construction Contract (Stipulated Price) – Residential Phases 1, 2, 3 – Site/Civil Infrastructure (“Contractor Agreement” or “Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the 9th day of April 2026 (“Effective Date”).

**O’STEEN BROTHERS, INC.**

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Printed Name: David Carter  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

**NEWBERRY PLAZA, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - **Exhibit A:** Contractor Proposal
  - **Exhibit B:** Assignment Addendum
  - **Exhibit C:** Scrutinized Companies Statement
  - **Exhibit D:** Public Entity Crimes Statement
  - **Exhibit E:** Trench Safety Act Statements
  - **Exhibit F:** Discrimination Statement
  - **Exhibit G:** Human Trafficking Affidavit
  - **Exhibit H:** Performance Bond
  - **Exhibit I:** Payment Bond

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

STATE OF Texas  
COUNTY OF Galveston

BEFORE ME, the undersigned, personally appeared Paul Grohman of Newberry Plaza, LLC ("Developer"), who, after being first duly sworn, deposes and says:

- (i) I, Paul Grohman, serve as designated representative for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Highland Park Community Development District ("District") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("Contractor Agreement") between Developer and O'Steen Brothers, Inc. ("Contractor"), dated on or around November 20, 2025, including all change orders approved to date, and attached hereto as Exhibit A, either
- a.  was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or
- b.  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 an assignment of the Contractor 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 assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract 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
- a.  furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as Exhibit C; or
- b.  was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or
- c.  Developer will furnish a demand note agreement in satisfactory form to the District.
- (vi) Developer
- a.  represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement; or


b. \_\_\_\_\_ 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 there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

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 1<sup>st</sup> day of April 2026.

NEWBERRY PLAZA, LLC,  
a Florida limited liability company

By   
Printed Name: Paul Grohman  
Title: Manager

STATE OF Texas  
COUNTY OF Galveston

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 1 day of April 2026 by Paul Grohman, as Manager of Newberry Plaza, LLC, who is personally known to me or  produced \_\_\_\_\_ as identification

  
(Official Notary Signature)  
Name:  
Personally Known  
OR Produced Identification  
Type of Identification

[notary seal]



**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, O'Steen Brothers, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The agreement Newberry Plaza, LLC, and Contractor ("**Contractor Agreement**") dated on or around November 20, 2025 has been assigned to the Highland Park Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a.   X   Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b.        Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.
- (iii) Contractor represents and warrants that, as of April 9 2026, all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.

Executed this   8   day of April 2026.

**O'STEEN BROTHERS, INC.,**  
a Florida corporation


  
By: David Geiger  
Its: President

STATE OF FLORIDA  
COUNTY OF   Alachua  

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this   8<sup>th</sup>   day of April 2026 by David Geiger, as President of O'Steen Brothers, Inc., who [ ] is personally known to me or [ ] produced   SELF   as identification.



[notary seal]

  
\_\_\_\_\_  
(Official Notary Signature)  
Name:  
Personally Known  
OR Produced Identification  
Type of Identification

**ADDENDUM TO CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

1. **ASSIGNMENT.** This Addendum (“**Addendum**”) applies to that certain *Agreement between Owner and Contractor for Construction Contract (Stipulated Price)* dated on or around November 20, 2025 (“**Contract**”) between Newberry Plaza, LLC (“**Developer**”) and O’Steen Brothers, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. The District affirms to Contractor that through the issuance of tax-exempt bonds and a construction funding agreement with the Developer, it has, or will have, sufficient funds to pay Contractor the Contract balance remaining after assignment, and before requesting or requiring Contractor to perform any additional or changed work that will increase the Contract amount existing as of the closing date.

3. Contractor shall submit a Payment Application to Owner and the District, to reflect the value of the labor, services, materials and equipment provided for the improvement of the project through April 9, 2026, including retainage, plus a Payment Application for the Payment and Performance Bond premium. Developer further agrees that interest on past-due payments in the amount of \$77,751.44 is due and owing to Contractor, for which Contractor shall provide Developer and the District a separate Interest Invoice. Developer and/or the District, as applicable, shall pay, or cause to be paid to, Contractor the full amount due Contractor according to the Payment Application, including all retainage, plus the Payment and Performance Bond premium Payment Application, plus the Interest Invoice, on or around April 9, 2026. Kilinski | Van Wyk PLLC shall hold the signed Assignment documents in escrow pending the District’s tax-exempt bond closing on April 9, 2026, and such assignment shall become effective upon such closing and Contractor’s receipt of payment of the aforementioned Payment Applications amount, plus Interest Invoice amount. After exchange of the Assignment documents and payment of the outstanding Payment Application amounts plus the Interest Invoice in the total amount of \$3,240,867.38, Contractor and the District agree that each shall be bound to the other under the Contract, wherein and thereafter the District shall assume the role of “Owner,” and each shall perform their remaining obligations under the Contract and this Addendum and associated Assignment documents.

4. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before re-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 Alachua County, Florida, a payment and performance bond 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*. Such bond and/or security shall be for 100% of the project cost. The Performance Bond shall be in effect for one 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, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond. The Developer will also record in the Alachua County Official Records, a Termination of the Notice of Commencement that was recorded on August 21, 2025, at OR #5229 PG #1952 et seq., as amended by the Amended and Restated Notice of Commencement recorded on December 18, 2025, at OR #5248, Page #823 et seq.

5. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, and staff 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, after ten (10) business days written notice to Contractor, 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.

**6. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other conflicting 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 submit its Payment Applications to Wrathell Hunt & Associates, as agent of the District, via electronic mail, at: [payapp@whhassociates.com](mailto:payapp@whhassociates.com), copy District Engineer, Travis Hasty, at [travis.hastay@nv5.com](mailto:travis.hastay@nv5.com). Contractor shall make payments due to subcontractors and materialmen and laborers in accordance with the terms of the agreements between said parties, but as to undisputed payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. To the extent the Contract is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, *Florida Statutes*, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

**7. RETAINAGE.** The following provision addresses the holding of retainage under the Contract: Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all required documents, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, *Florida Statutes*.

**8. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall include the District and its supervisors, officers and staff (together, the "Indemnitees"). 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 Three Million Dollars (\$3,000,000), 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.

**9. 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 and verify the exact manner, method, and requirements for acquiring any such 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 materials and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**10. 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 Contract if the Contractor does not transfer the records to the District.
- d. Upon completion of this Contract, transfer to the District, for a reasonable charge not exceeding those provided in Chapter 119, *Florida Statutes*, 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 Contract, 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 Contract, 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. Notwithstanding this section, or Chapter 119, *Florida Statutes*, Contractor shall be entitled to retain a copy of any and all project documents necessary or customarily retained by contractors for accounting, bonding, legal or other commercially reasonable practices.

**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 (561) 571-0010, OR BY EMAIL AT GILLYARDD@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**11. 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.

**12. NOTICES.** Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District: Highland Park 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: Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

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

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

**15. 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 E**.

**16. DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit F**.

**18. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work after the Effective Date, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

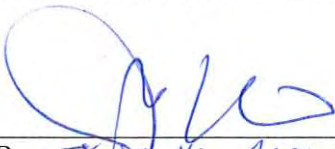
In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District or demonstrate that such subcontractor did not violate Section 448.095, *Florida Statutes*. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. As to subcontractors/suppliers that were under contract with Contractor prior to the Closing Date, Contractor shall be entitled to, and the District shall pay Contractor, any additional costs incurred and grant a time extension for any delays experienced in retaining a suitable replacement subcontractor/supplier due to such termination. The District shall issue a written Change Order, adjusting the Contract Amount and time, if and as appropriate. As to subcontractors/suppliers that come under contract with Contractor after the Closing Date, Contractor shall not be entitled to reimbursement of additional costs or an extension of time incurred due to such termination. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

**O'STEEN BROTHERS, INC.**

\_\_\_\_\_  
By: David Geiger  
Its: President

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
By: Jose E. Moreno  
Its: Chairperson

- Exhibit A:** Original Contract
- Exhibit B:** Assignment Addendum
- Exhibit C:** Scrutinized Companies Statement
- Exhibit D:** Public Entity Crimes Statement
- Exhibit E:** Trench Safety Act Statements
- Exhibit F:** Discrimination Statement
- Exhibit G:** Human Trafficking Affidavit
- Exhibit H:** Performance Bond
- Exhibit I:** Payment Bond

**18. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work after the Effective Date, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District or demonstrate that such subcontractor did not violate Section 448.095, *Florida Statutes*. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. As to subcontractors/suppliers that were under contract with Contractor prior to the Closing Date, Contractor shall be entitled to, and the District shall pay Contractor, any additional costs incurred and grant a time extension for any delays experienced in retaining a suitable replacement subcontractor/supplier due to such termination. The District shall issue a written Change Order, adjusting the Contract Amount and time, if and as appropriate. As to subcontractors/suppliers that come under contract with Contractor after the Closing Date, Contractor shall not be entitled to reimbursement of additional costs or an extension of time incurred due to such termination. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

**O'STEEN BROTHERS, INC.**

  
By: David Geiger  
Its: President

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

- Exhibit A:** Original Contract
- Exhibit B:** Assignment Addendum
- Exhibit C:** Scrutinized Companies Statement
- Exhibit D:** Public Entity Crimes Statement
- Exhibit E:** Trench Safety Act Statements
- Exhibit F:** Discrimination Statement
- Exhibit G:** Human Trafficking Affidavit
- Exhibit H:** Performance Bond
- Exhibit I:** Payment Bond

EXHIBIT C

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,  
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED  
COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM  
ENERGY SECTOR LIST**

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

1. This sworn statement is submitted to the Highland Park Community Development District by David Geiger, President (print individual's name and title), who is over eighteen (18) years of age and competent to testify as to the matters contained herein, and am authorized to make this Sworn Statement on behalf of O'Steen Brothers, Inc. ("Contractor"). Contractor's business address is: 305 US 441, Micanopy, FL 32667.
2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with Newberry Plaza, LLC, to the Highland Park Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and that it does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Highland Park Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*.

By: [Signature]  
Name: David Geiger  
Title: President, O'Steen Brothers, Inc.

STATE OF FLORIDA  
COUNTY OF Alachua

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 8<sup>TH</sup> day of April 2026, by David Geiger, as President of O'Steen Brother, Inc., who [ ] is personally known to me or [ ] produced SELF as identification.



ROBERT SALYERS  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

[Signature]

(Official Notary Signature & Seal)

Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

(SEAL)

## EXHIBIT D


### SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to Highland Park Community Development District.
2. I, David Geiger (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President (print individual's title) for O'Steen Brothers, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 305 US 441, Micanopy, FL 32667.
4. Contractor's Federal Employer Identification Number (FEIN) is 59-1366875

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

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

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been

charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

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

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

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

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR. AS TO SUBCONTRACTORS/SUPPLIERS THAT WERE UNDER CONTRACT WITH CONTRACTOR PRIOR TO THE CLOSING DATE, CONTRACTOR SHALL BE ENTITLED TO, AND THE DISTRICT SHALL PAY CONTRACTOR, ANY ADDITIONAL COSTS INCURRED AND GRANT A TIME EXTENSION FOR ANY DELAYS EXPERIENCED IN RETAINING A SUITABLE REPLACEMENT SUBCONTRACTOR/SUPPLIER DUE TO SUCH TERMINATION. THE DISTRICT SHALL ISSUE A WRITTEN CHANGE ORDER, ADJUSTING THE CONTRACT AMOUNT AND TIME, IF AND AS APPROPRIATE. AS TO SUBCONTRACTORS/SUPPLIERS THAT COME UNDER CONTRACT WITH CONTRACTOR AFTER THE CLOSING DATE, CONTRACTOR SHALL NOT BE ENTITLED TO REIMBURSEMENT OF ADDITIONAL COSTS OR AN EXTENTION OF TIME INCURRED DUE TO SUCH TERMINATION.

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

Dated this 8 day of April 2026.

**O'STEEN BROTHERS, INC.**

Subcontractor: [Signature]

By: David Geiger  
Title: President

STATE OF FLORIDA  
COUNTY OF Dade

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of April 2026, by David Geiger, as President of O'Steen Brother, Inc., who [ ] is personally known to me or [ ] produced SELF as identification.



ROBERT SALYERS  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

[Signature]  
(Official Notary Signature & Seal)

Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

(SEAL)

EXHIBIT E

**TRENCH SAFETY ACT COMPLIANCE STATEMENT  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

**INSTRUCTIONS**

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

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

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
Three hundred seventy thousand Dollars \$ 370,000.00  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this 8 day of April 2026.

Contractor: **O'STEEN BROTHERS, INC.**

[Signature]  
By: David Geiger  
Title: President

STATE OF FLORIDA  
COUNTY OF Alachua

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of April 2026, by David Geiger, as President of O'Steen Brother, Inc., who [ ] is personally known to me or [ ] produced SELF as identification.

[Signature]

(Official Notary Signature & Seal)



**ROBERT SALYERS**  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

(SEAL)

Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**  
**HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

**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 <sup>1</sup>	Item Total Cost
<i>bending; sloping trench</i>			<i>370,000</i>
<b>Project Total</b>			<i>370,000</i>

Dated this 8 day of April 2026.

**O'STEEN BROTHERS, INC.**



By: David Geiger  
 Title: President

STATE OF FLORIDA  
 COUNTY OF Alachua

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of April 2026, by David Geiger, as President of **O'Steen Brothers, Inc.**, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.



Signature of Notary Public taking acknowledgement

[notary seal]



**ROBERT SALYERS**  
 Notary Public  
 State of Florida  
 Comm# HH351039  
 Expires 1/19/2027

My Commission Expires: 1-19-27

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT F

**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,  
ON DISCRIMINATION  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

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

1. This sworn statement is submitted to Highland Park Community Development District.
2. I, David Geiger (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President (print individual's title) for O'Steen Brothers, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 305 US 441, Micanopy, FL 32667.
4. Contractor's Federal Employer Identification Number (FEIN) is 52-1366875

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

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of an entity that discriminated; or
  - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list 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.

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



Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

\_\_\_\_\_ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR. AS TO SUBCONTRACTORS/SUPPLIERS THAT WERE UNDER CONTRACT WITH CONTRACTOR PRIOR TO THE CLOSING DATE, CONTRACTOR SHALL BE ENTITLED TO, AND THE DISTRICT SHALL PAY CONTRACTOR, ANY ADDITIONAL COSTS INCURRED AND GRANT A TIME EXTENSION FOR ANY DELAYS EXPERIENCED IN RETAINING A SUITABLE REPLACEMENT SUBCONTRACTOR/SUPPLIER DUE TO SUCH TERMINATION. THE DISTRICT SHALL ISSUE A WRITTEN CHANGE ORDER, ADJUSTING THE CONTRACT AMOUNT AND TIME, IF AND AS APPROPRIATE. AS TO SUBCONTRACTORS/SUPPLIERS THAT COME UNDER CONTRACT WITH CONTRACTOR AFTER THE CLOSING DATE, CONTRACTOR SHALL NOT BE ENTITLED TO REIMBURSEMENT OF ADDITIONAL COSTS OR AN EXTENSION OF TIME INCURRED DUE TO SUCH TERMINATION.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.


  
\_\_\_\_\_  
Signature by authorized representative

STATE OF FLORIDA  
COUNTY OF DeSoto

SWORN AND SUBSCRIBED TO before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of April 2026, by David Geiger, as President of **O'Steen Brothers, Inc.**, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.



**ROBERT SALYERS**  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

  
\_\_\_\_\_  
(Official Notary Signature & Seal)

Name: ROBERT SALYERS  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

(SEAL)

**EXHIBIT G**


**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, David Geiger as President, on behalf of O'Steen Brothers, Inc. (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

**Contractor: O'Steen Brothers, Inc.**

Signature:   
 Name: David Geiger  
 Title: President  
 Date: April 8, 2026

STATE OF FLORIDA  
COUNTY OF ALACHUA

SWORN AND SUBSCRIBED TO before me  physical presence or  remote notarization by David Geiger, as President, of O'Steen Brothers, Inc., who is  personally known to me or  who produced SELF as identification this 8<sup>th</sup> day of April 2026.



(Notary Seal)

ROBERT SALYERS  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

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

**EXHIBIT H and I**

**EXHIBIT H  
PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address and Phone Number):**

O'Steen Brothers, Inc.  
305 US 441  
Micanopy, FL 32669  
(352) 376-1634

**OWNER:**

Highland Park Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Phone: (877) 276-0889

**SURETY (Name and Address of Principal Place of  
Business and Phone Number):**

Western Surety Company  
151 North Franklin Street, Chicago, IL 60606  
312-822-5000

**CONTRACT**

Date: 4/9/26

Amount: \$7,634,641.37

Description (Name and Location): Highland Park Community Development District – Residential Phases 1, 2, 3 - City of Newberry, Alachua County, Florida

**BOND**

Bond Number: 30223906

Date (Not earlier than Contract Date): 4/9/26

Amount: \$7,634,641.37

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company: O'Steen Brothers, Inc.

Signature:  (Seal)  
Name and Title: David Geiger, President

(Space is provided below for signatures of additional parties, if required.)


**CONTRACTOR AS PRINCIPAL**

Company: O'Steen Brothers, Inc.

Signature: N/A (Seal)  
Name and Title: David Geiger, President

**SURETY**

Western Surety Company  
Surety's Name and Corporate Seal

By:   
Signature and Title Benjamin H. French, Attorney-in-Fact & FL Resident Agent  
(Attach Power of Attorney)

Attest:   
Signature and Title Trava Ridlon, Surety Account Executive

**SURETY**

N/A (Seal)  
Surety's Name and Corporate Seal

By: N/A  
Signature and Title  
(Attach Power of Attorney)

Attest: N/A  
Signature and Title:



1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

7. Surety shall not be liable to Owner or others for any delay damages, whether liquidated or actual, or for any other obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any delay damages or any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any non-material change, including changes of time, to Contract or to related subcontracts, and purchase orders.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this

Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**EXHIBIT I  
PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):  
O'Steen Brothers, Inc.  
305 US 441  
Micanopy, FL 32669  
(352) 376-1634

SURETY (Name and Address of Principal Place of  
Business and Phone Number):  
Western Surety Company  
151 North Franklin Street, Chicago, IL 60606  
312-822-5000

OWNER: Highland Park Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Phone: (877) 276-0889

**CONTRACT**

Date: 4/9/26

Amount: \$7,634,641.37

Description (Name and Location): Highland Park Community Development District – Residential Phases 1, 2, 3 -  
City of Newberry, Alachua County, Florida

**BOND**

Bond Number: 30223906

Date (Not earlier than Contract Date): 4/9/26

Amount: \$7,634,641.37

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, including This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company: O'Steen Brothers, Inc.

 (Seal)  
Name and Title: David Geiger, President

(Space is provided below for signatures of additional parties, if required.)


**CONTRACTOR AS PRINCIPAL**

Company: O'Steen Brothers, Inc.

Signature: N/A (Seal)  
Name and Title: David Geiger, President

**SURETY**

Western Surety Company  
Surety's Name and Corporate Seal

By:   
Signature and Title Benjamin H. French, Attorney-in-Fact & FL Resident Agent  
(Attach Power of Attorney)

Attest:   
Signature and Title Trava Ridlon, Surety Account Executive

**SURETY**

N/A (Seal)  
Surety's Name and Corporate Seal

By: N/A  
Signature and Title  
(Attach Power of Attorney)

Attest: N/A  
Signature and Title:



1. Contractor and Surety, jointly and severally, bind themselves, their successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Makes payment, directly or indirectly, for all sums legally due Claimants in accordance with the terms of the respective agreements between Contractor and Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any Claimant, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided Owner has paid Contractor said funds and there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor makes payment, directly or indirectly, for all sums legally due in accordance with the terms of the respective agreements between Contractor and Claimants.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have, no later than 90 days after having last performed labor or last furnished materials or equipment for the project, served notice of non-payment to Surety (at the addresses described in Paragraph 12) and sent a copy to Owner and Contractor, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed, and the nature of labor, services, materials or equipment underlying such claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have served a written notice to Contractor of their intent to provide labor, services, materials or equipment for improvement of the project within 45 days after first providing such labor, services, materials or equipment, and have served a written notice to Contractor, and sent a copy thereof to Owner and to Surety, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed, and the nature of labor, services, materials or equipment underlying such claim; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim, or any portion thereof, will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, but within 90 days after having last performed labor or last furnished materials or equipment included in the claim, have served a written notice of non-payment to Surety and sent a copy to Owner and Contractor, stating that a claim is being made under this Bond, enclosing a copy of the previous written notice to Contractor in accordance with subsection 4.2(1), above, and also providing all documentation reasonably necessary to support such claim.
5. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 5.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed, if any, and the basis for challenging any amounts that are disputed.
  - 5.2. Pay or arrange for payment of any undisputed amounts.
6. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
7. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any material change, including changes of time, to the Contract or to related Subcontracts, and purchase orders.

9. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work is located or after the expiration of one year from the date on which the Claimant last performed labor or last furnished materials or equipment for the improvement of the project. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Service of notices to Surety, Owner, or Contractor required under this Bond shall be accomplished in accordance with 713.011 and 713.18, Florida Statutes, and served at the addresses shown on the signature page and in the Bonds.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

11. Upon request of any person or entity claiming to be a Claimant, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. DEFINITIONS

12.1.Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

12.2.Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3.Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

<b>FOR INFORMATION ONLY – Name, Address and Telephone</b>	M.E. Wilson, LLC dba Waldorff Insurance & Bonding
<b>Surety Agency or Broker:</b>	1110 NW 6th Street, Gainesville, FL 32601
<b>Owner's Representative (engineer or other party)</b>	352-374-7779

# 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 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, Rebekah F. Sharp, Trava Ridlon, J E S Webb, Kyle F. Fuller, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 March 31, 2026.

State of South Dakota }  
County of Minnehaha } ss

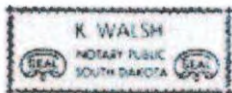


WESTERN SURETY COMPANY

Larry Kasten, Vice President

On March 31, 2026, before me personally came Larry Kasten, 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



December 4, 2031

K. Walsh, Notary Public

### CERTIFICATE

I, P. Kolsrud, 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-Laws and Resolutions of the corporation printed below are still in force In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on April 9, 2026



WESTERN SURETY COMPANY

P. Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated on April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS**

**C**

**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS**  
**CI**

**HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2026**

The undersigned, an Authorized Officer of the Highland Park Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, as trustee (the "Trustee"), dated as of March 1, 2026 (the "Master Indenture"), as amended and supplemented by that certain First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2026 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 1
- (B) Name of Payee: Newberry Plaza, LLC
- (C) Amount Payable: \$21,000
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Acquisition of Work Product for the Capital Improvement Plan (specifically Phases 1, 2 and 3)
- (E) Fund or Account and subaccount, if any, from which disbursement to be made:  
  
*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the Work Product for the Project; and
4. each disbursement represents a Cost of the Project which has not previously been paid.

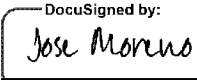
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

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

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

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

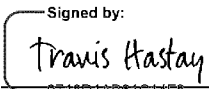
HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT

By:   
98448C17FBC5499  
Authorized Officer

Date: 4/10/2026

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

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Work Product for the District's Project, and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project, with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

  
0718D1AB81C14F8...  
Travis J. Hastay, P.E.  
Consulting Engineer

Enclosure: Work Product Acquisition

**HIGHLAND PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**Acquisition of Work Product  
[MONTH] 2026**

ACQUISITION LETTER

5/31, 2026

Highland Park Community Development District  
c/o Daniel Rom, District Manager  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

RE: Acquisition of Work Product for Highland Park CDD

Dear Mr. Rom:

Newberry Plaza, LLC ("Newberry Plaza") has completed and wishes to sell to the Highland Park Community Development District ("District") certain work product (the "Work Product"), as more particularly described at Exhibit A. Newberry Plaza hereby agrees to convey all right, title, and interest in the Work Product, free and clear of all liens, encumbrances, and claims, which relates to improvements included in the District's *Highland Park Community Development District Master Engineer's Report*, dated March 5, 2025, revised January 14, 2026 ("Engineer's Report"), and included in the Series 2026 Project anticipated to be funded by the District's Highland Park Community Development District Special Assessment Revenue Bonds, Series 2026, to the District in exchange for the payment of *Twenty-One Thousand Dollars and 00/Cents* (\$21,000.00), representing the actual costs of producing the Work Product.

Notwithstanding anything to the contrary herein, to the extent any amounts remain to be paid to contractors or professionals performing the work, Newberry Plaza agrees to make payment for all such amounts prior to or simultaneously with the conveyance of the Work Product and to ensure that no liens are placed on the property. Newberry Plaza shall provide the District with lien waivers and releases from all contractors, subcontractors, materialmen, and professionals who performed work for the Work Product, in a form reasonably acceptable to District Counsel, which shall be final and unconditional lien waivers, prior to or simultaneously with the conveyance of the Work Product.

NEWBERRY PLAZA, LLC



Name:

Paul Erdman

Title:

Manager

ACKNOWLEDGED AND AGREED TO BY

\_\_\_\_\_  
Chairperson, Board of Supervisors  
Highland Park Community Development  
District

cc: Jennifer Kilinski, District Counsel  
Travis Hastay, District Engineer

**Exhibit A – Description of Work Product**

**EXHIBIT A: Description of Work Product**

Newberry Plaza, LLC, has caused to be completed in and for the Highland Park Community Development District, the following work product:

All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

Total Costs Paid: Twenty-One Thousand Dollars and 00/Cents (\$21,000.00)

**AFFIDAVIT REGARDING COSTS PAID**

STATE OF  
COUNTY OF

*Texas*  
*Salustiana*

I, Paul Grohman, Manager of Newberry Plaza, LLC ("Developer"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Paul Grohman and I am the authorized representative of the Developer. I have authority to make this affidavit on behalf of the Developer.
3. Developer is the primary owner and/or developer of certain lands within the Highland Park Community Development District, a special-purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("District").
4. The *Highland Park Community Development District Master Engineer Report*, dated March 5, 2025, revised January 14, 2026, among other applicable reports ("Engineer's Report"), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has acted as prime general contractor and has expended funds to complete, or cause to be completed, certain associated work product as described in the Engineer's Report. The attached **Exhibit A** accurately identifies the work product completed to date and states the amount that Developer has spent on the work product.
6. Notwithstanding anything to the contrary herein, Developer agrees to timely make payment for any remaining amounts due to contractors or professionals. Evidence of costs paid, including payment applications, invoices, and other documentation, is complete and on file with the Developer, and is capable of being produced upon request.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the SELLER has caused this instrument to be executed in its name  
this 31<sup>st</sup> day of March 2026.

NEWBERRY PLAZA, LLC

[Signature]  
Name: Paul Grohman  
Title: Manager

STATE OF Texas  
COUNTY OF Galveston

The foregoing instrument was sworn and subscribed before me by means of  physical presence  
or  online notarization this 31<sup>st</sup> day of March 2026, by Paul Grohman as manager  
of Newberry Plaza, LLC, signed the foregoing instrument and severally acknowledged the execution  
thereof to be his free act and deed for the uses and purposes therein mentioned. Said person  is personally  
known to me or  who has produced \_\_\_\_\_ as identification, and  
did or  did not take the oath.

Cynthia Joy Eppolito  
Notary Public, State of Texas  
Print Name Cynthia Joy Eppolito  
Commission No.: 125157676  
My Commission Expires: 9-2-2029

Exhibit A: Description of Work Product



**EXHIBIT A: Description of Work Product**

All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

Total Costs Paid: Twenty-One Thousand Dollars and 00/Cents (\$21,000.00)

**DISTRICT ENGINEER'S CERTIFICATE  
ACQUISITION OF WORK PRODUCT  
HIGHLAND PARK PHASES 1, 2, AND 3**

February 24, 2026

Board of Supervisors  
Highland Park Community Development District

Re: Highland Park Community Development District (Alachua County, Florida)  
Acquisition of Work Product

Board Supervisors:

The undersigned, a representative of NV5, Inc. ("**District Engineer**"), as District Engineer for the Highland Park Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Newberry Plaza, LLC ("**Developer**") of certain work product ("**Work Product**"), all as more fully described in **Exhibit A** attached hereto, and in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Work Product are within the scope of the District's Capital Improvement Plan as set forth in the *Highland Park Community Development District Master Engineer Report*, dated March 5, 2025, revised January 14, 2026, and related reports ("**Engineer's Report**"), and specially benefit property within the District.
3. In my opinion, the Improvements were installed consistent with all regulatory requirements, including Florida Department of Transportation and City of Newberry and Alachua County, Florida, standards, if applicable, and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. There are no known defects in the Work Product.
5. The total costs associated with the Improvements and Work Product are **Twenty-One Thousand Dollars and 00/Cents (\$21,000.00)**, as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work Product, and (ii) the reasonable fair market value of the Work Product.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product.

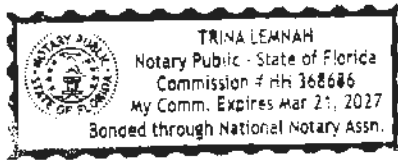
FURTHER AFFIANT SAYETH NOT.

*[Handwritten Signature]*

Travis J. Hastay, P.E.,  
NV5, Inc.  
Florida License No. 84295  
District Engineer

STATE OF Florida  
COUNTY OF Alachua

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 24 day of February 2026, by Travis J. Hastay, P.E., of NV5, Inc., who  is personally known to me or  who has produced N/A as identification, and  did or  did not take the oath.



*[Handwritten Signature]*

Notary Public, State of Florida  
Print Name: Trina Lemnah  
Commission No.: HH 368686  
My Commission Expires: 03/21/2027

Exhibit A – Description of Work Product

**EXHIBIT A: Description of Work Product**

All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

Total Costs Paid: Twenty-One Thousand Dollars and 00/Cents (\$21,000.00)

**WARRANTY, ASSIGNMENT OF RIGHTS AND RELEASE OF RESTRICTIONS ON THE HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS, RELATED DOCUMENTS, AND SERVICES CREATED OR UNDERTAKEN IN CONNECTION WITH THE AGREEMENT FOR PROFESSIONAL SERVICES**

THIS RELEASE is made the 24<sup>th</sup> day of February 2026, by NV5, INC. ("Professional"), a Florida corporation, with a mailing address of 200 South Park Road, Suite 350, Hollywood, Florida 33021, in favor of HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT ("District"), a local unit of special-purpose government, being situated in City of Newberry, Alachua County, Florida, with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain infrastructure improvements, as described in **Exhibit A**, for Newberry Plaza, LLC ("**Developer**") as owner and developer of lands within the District ("**Work Product**"); and

**WHEREAS**, the District intends to acquire the Work Product from the Developer and thereby secure the unrestricted right to use and rely upon the same for any and all purposes; and

**WHEREAS**, the District has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

**WHEREAS**, Professional has agreed to the release of any such restrictions.

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

**SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release. Professional acknowledges that the District is acquiring the Work Product from the Developer, and for that purpose the District has requested that Professional confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

**SECTION 2. WARRANTY.** Professional hereby expressly acknowledges and guarantees that the Work Product identified in **Exhibit A** is fit for any and all purposes, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

**SECTION 3. RELEASE.** Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional

confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes. Further, Professional acknowledges that all warranties, contracts and rights and remedies thereunder and other forms of indemnification, if any, may be freely transferred to the District from the Developer.


**SECTION 4. CERTIFICATE OF PAYMENT.** Professional hereby acknowledges that Professional has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that there are no outstanding requests for payment related to the Work Product, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit A**.

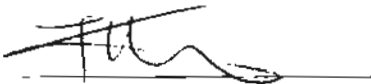
**SECTION 5. INDEMNIFICATION.** Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit A** because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

**SECTION 6. EFFECTIVE DATE.** This Release shall take effect upon execution. This Release is effective only for the Work Product identified in **Exhibit A**, and Professional is not waiving or releasing any rights with respect to future work to be conducted pursuant to its existing agreement.

ATTEST

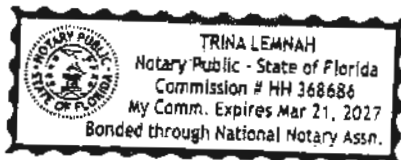
NV5, INC.

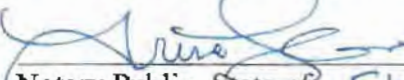
  
By: Courtney O'Conner

  
By: Travis J. Hastay, P.E.  
Its: Director of Engineering

STATE OF Florida  
COUNTY OF Alachua

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 24 day of February, 2026, by Travis J. Hastay of NV5, Inc., who  is personally known to me or  who has produced N/A as identification, and  did or  did not take the oath.



  
Notary Public, State of Florida  
Print Name: Trina Lemmah  
Commission No.: HH 368686  
My Commission Expires: 03/21/2027

**Exhibit A: Description of Work Product**

**EXHIBIT A: Description of Work Product**

All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

**BILL OF SALE  
(WORK PRODUCT – HIGHLAND PARK CDD)**

KNOW ALL MEN BY THESE PRESENTS, that **Newberry Plaza, LLC**, a Florida limited liability company, with a mailing address of 902 S. Friendswood Dr., Suite E, Friendswood, Texas 77546 (“**SELLER**”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by the **Highland Park Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**BUYER**”), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred and delivered to the BUYER, its successors, heirs, executors, administrators and assigns forever, the work product (“**WORK PRODUCT**”) identified in **Exhibit A** attached hereto and incorporated herein by reference, to have and to hold the same unto the BUYER, its executors, administrators and assigns forever.

SELLER hereby covenants with BUYER, its successors and assigns, that (i) SELLER is the lawful owner of the WORK PRODUCT, (ii) the WORK PRODUCT is free from all encumbrances, (iii) SELLER is unaware of any liens or encumbrances and covenants to timely address any such liens or encumbrances if and when filed, (iv) SELLER has good right to sell the WORK PRODUCT, and (v) the SELLER will warrant and defend the sale of the WORK PRODUCT hereby made unto the BUYER, its successors and assigns, against the lawful claims and demands of all persons whatsoever.

SELLER represents and warrants that it has no knowledge of any defects in the WORK PRODUCT, and hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused any defects. SELLER further confirms that this Bill of Sale includes the conveyance to the BUYER of all right, title, interest, and benefit of SELLER, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, given heretofore and with respect to the creation of the WORK PRODUCT.

By execution of this document, the SELLER affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of BUYER’s sovereign immunity or limitations on liability provided in Section 768.28, *Florida Statutes*, or as a waiver of any other immunity or defense available to BUYER under applicable law.

*[Signature on following page]*

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

Executed this 31<sup>st</sup> day of March 2026.

NEWBERRY PLAZA, LLC

Paul M

Name: Paul Grohman

Title: Manager

STATE OF Texas  
COUNTY OF Galveston

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 31<sup>st</sup> day of March 2026, by Paul Grohman as Manager of Newberry Plaza, LLC, who  is personally known to me or  produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Cynthia Joy Eppolito  
Notary Public Signature

Cynthia Joy Eppolito  
(Name typed, printed or stamped)

Notary Public, State of TEXAS

Commission No. 125157676

My Commission Expires: 9.2.29

Exhibit A – Description of Work Product

## **EXHIBIT A: Description of Work Product**

All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS**  
**CII**

**HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2026**

The undersigned, an Authorized Officer of the Highland Park Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, as trustee (the “Trustee”), dated as of April 1, 2026 (the “Master Indenture”), as amended and supplemented by that certain First Supplemental Trust Indenture between the District and the Trustee, dated as of April 1, 2026 (the Master Indenture as amended and supplemented is hereinafter referred to as the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 2
- (B) Name of Payee: Newberry Plaza, LLC
- (C) Amount Payable: \$1,804,394.03<sup>1</sup>
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Construction of Improvements related to the Capital Improvement Plan (specifically Phases 1, 2 and 3)
- (E) Fund or Account and subaccount, if any, from which disbursement to be made:

*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account, and the subaccount, if any, referenced above;
- 3. each disbursement set forth above was incurred in connection with the acquisition and construction of the Capital Improvement Plan (specifically Phases 1, 2 and 3) Project; and
- 4. each disbursement represents a Cost of the Capital Improvement Plan (specifically Phases 1, 2 and 3) Project which has not previously been paid.

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

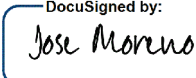
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<sup>1</sup> Payee is eligible to be paid the amount of \$1,885,975.53. Due to the amount of funds currently available in the Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund, the remaining \$81,581.50 due to Payee is anticipated be paid upon certification of one or more of the Reserve Release Conditions as defined in the Indenture.

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

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

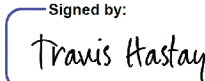
HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT

By:  \_\_\_\_\_  
98448C17FBC5499...  
Authorized Officer

Date: 4/10/2026

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

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of Capital Improvement Plan (specifically Phases 1, 2 and 3) of the District's Project, and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project, with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

 \_\_\_\_\_  
0718D1AB61C14F8...  
Travis J. Hastay, P.E.  
Consulting Engineer

Enclosures: Pay Request Applications 1, 2 and 3



**APPLICATION AND CERTIFICATE FOR PAYMENT**

<b>TO OWNER:</b> Newberry Plaza LLC 902 S Friendswood Dr, Suite E Friendswood, TX 77546	<b>PROJECT:</b> Highland Park Residential	<b>APPLICATION #</b> 1 <b>PERIOD TO:</b> 9/30/2025 <b>PROJECT NOS:</b> Highland Park Residential	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> O'STEEN BROTHERS, INC. PO Box 200 Micanopy, FL 32667	<b>VIA ARCHITECT:</b>	<b>CONTRACT DATE:</b>	

**INVOICE NO: 138346**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

<b>1. ORIGINAL CONTRACT SUM</b> -----	\$	7,200,000.00
<b>2. NET CHANGE BY CHANGE ORDERS</b> -----	\$	0.00
<b>3. CONTRACT SUM TO DATE (Line 1 +/- 2)</b> -----	\$	7,200,000.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> -----	\$	574,290.62
<b>5. RETAINAGE:</b>		
a. 10 of Completed Work (Columns D+E on Continuation Sheet)		57,429.07
b. 0 of Stored Material (Column F on Continuation Sheet)		0.00
<b>Total Retainage</b> ----- (Line 5a + 5)	\$	57,429.07
<b>6. TOTAL EARNED LESS RETAINAGE</b> ----- (Line 4 less Line 5 Total)	\$	516,861.55
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> ----- (Line 6 from prior Certificate)	\$	0.00
<b>8. CURRENT PAYMENT DUE</b> -----	\$	516,861.55
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> ----- (Line 3 less Line 6)	\$	6,683,138.45

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

CONTRACTOR: O'STEEN BROTHERS, INC.  
 By: [Signature] Date: 9/26/25  
 State of: FL

County of: Alachua  
 Subscribed and sworn to before me this 26 day of Sept. 2025



**DAVID GEIGER**  
 Commission # HH 336936  
 Expires March 30, 2027

Notary Public: [Signature]  
 My Commission expires: 3/30/2027

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ----- \$ 516,861.55

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

By: [Signature] Date: November 25, 2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes in previous months	0.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
<b>NET CHANGES by Change Order</b>	<b>0.00</b>	



ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1  
 APPLICATION DATE: 9/26/2025  
 PERIOD TO: 9/30/2025  
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			D From Previous Application (D + E)	E This Period			Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	General Conditions	50,412.50	0.00	5,041.25	0.00	5,041.25	10	45,371.25	504.13	
2	SWPPP Compliance	20,176.56	0.00	2,017.66	0.00	2,017.66	10	18,158.90	201.77	
3	Earthwork	648,502.05	0.00	250,967.75	0.00	250,967.75	39	397,534.30	25,096.78	
4	Lot Grading	469,874.53	0.00	139,763.32	0.00	139,763.32	30	330,111.21	13,976.33	
5	Paving	883,042.38	0.00	0.00	0.00	0.00	0	883,042.38	0.00	
6	Concrete	930,020.08	0.00	0.00	0.00	0.00	0	930,020.08	0.00	
7	Site Electric	506,445.36	0.00	0.00	0.00	0.00	0	506,445.36	0.00	
8	Storm Sewer	1,470,838.70	0.00	176,500.64	0.00	176,500.64	12	1,294,338.06	17,650.06	
9	Domestic Water	752,134.63	0.00	0.00	0.00	0.00	0	752,134.63	0.00	
10	Sanitary Sewer	1,468,553.21	0.00	0.00	0.00	0.00	0	1,468,553.21	0.00	
SUBTOTALS PAGE 2		7,200,000.00	0.00	574,290.62	0.00	574,290.62	8	6,625,709.38	57,429.07	



November 25, 2025

Paul Grohman  
Newberry Plaza, LLC  
902 S. Friendswood Drive, Ste. E  
Friendswood, TX 77546

Re: Highland Park  
Pay Request No. 1

Dear Mr. Grohman:

We have reviewed pay request application No. 1; dated September 26, 2025, for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$516,861.55 (\$574,290.62 – 10% Retainage)**.

We hope that this letter meets your request for review of pay application No 1. Should you have any questions or need additional information, please feel free to call.

Sincerely,  
**NV5, Inc.**

A handwritten signature in blue ink, appearing to read 'A. Caggiano, Jr.', written over a circular stamp.

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

N:\2022\22-0424\Departments\05\_Construction\Pay Applications\Residential\Pay App #1\NV5 Pay Request Cover Letter.docx



**APPLICATION AND CERTIFICATE FOR PAYMENT**

<b>TO OWNER:</b> Newberry Plaza LLC 902 S Friendswood Dr, Suite E Friendswood, TX 77546	<b>PROJECT:</b> Highland Park Residential	<b>APPLICATION #</b> 2 <b>PERIOD TO:</b> 10/30/2025 <b>PROJECT NOS:</b> Highland Park Residential	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> O'STEEN BROTHERS, INC. PO Box 200 Micanopy, FL 32667	<b>VIA ARCHITECT:</b>	<b>CONTRACT DATE:</b>	

**INVOICE NO: 138548**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached.

<b>1. ORIGINAL CONTRACT SUM</b> -----	\$	7,200,000.00
<b>2. NET CHANGE BY CHANGE ORDERS</b> -----	\$	0.00
<b>3. CONTRACT SUM TO DATE (Line 1 +/- 2)</b> -----	\$	7,200,000.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> -----	\$	1,834,181.44
<b>5. RETAINAGE:</b>		
a. <u>10</u> of Completed Work (Columns D+E on Continuation Sheet)		183,418.16
b. <u>0</u> of Stored Material (Column F on Continuation Sheet)		0.00
<b>Total Retainage</b> ----- (Line 5a + 5)	\$	183,418.16
<b>6. TOTAL EARNED LESS RETAINAGE</b> ----- (Line 4 less Line 5 Total)	\$	1,650,763.28
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> ----- (Line 6 from prior Certificate)	\$	516,861.55
<b>8. CURRENT PAYMENT DUE</b> -----	\$	1,133,901.73
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> ----- (Line 3 less Line 6)	\$	5,549,236.72

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

CONTRACTOR: O'STEEN BROTHERS, INC.

By: [Signature] Date: 10/22/2023

State of: FL  
 County of: Alachua

Subscribed and sworn to before me this 22 day of October

Notary Public: [Signature]



**ROBERT SALYERS**  
 Notary Public  
 State of Florida  
 Comm# HH351039  
 Expires 1/19/2027

My Commission expires:

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ----- \$ 1,133,901.73

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

By: [Signature] Date: November 25, 2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes in previous months	0.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
<b>NET CHANGES by Change Order</b>	<b>0.00</b>	



ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 2  
 APPLICATION DATE: 10/22/2025  
 PERIOD TO: 10/30/2025  
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	General Conditions	50,412.50	5,041.25	7,654.38	0.00	12,695.63	25	37,716.87	1,269.57
2	SWPPP Compliance	20,176.56	2,017.66	3,194.15	0.00	5,211.81	26	14,964.75	521.19
3	Earthwork	648,502.05	250,967.75	135,136.48	0.00	386,104.23	60	262,397.82	38,610.42
4	Lot Grading	469,874.53	139,763.32	75,257.16	0.00	215,020.48	46	254,854.05	21,502.05
5	Paving	883,042.38	0.00	0.00	0.00	0.00	0	883,042.38	0.00
6	Concrete	930,020.08	0.00	0.00	0.00	0.00	0	930,020.08	0.00
7	Site Electric	506,445.36	0.00	0.00	0.00	0.00	0	506,445.36	0.00
8	Storm Sewer	1,470,838.70	176,500.64	411,834.84	0.00	588,335.48	40	882,503.22	58,833.55
9	Domestic Water	752,134.63	0.00	112,820.19	0.00	112,820.19	15	639,314.44	11,282.02
10	Sanitary Sewer	1,468,553.21	0.00	513,993.62	0.00	513,993.62	35	954,559.59	51,399.36
SUBTOTALS PAGE 2		7,200,000.00	574,290.62	1,259,890.82	0.00	1,834,181.44	25	5,365,818.56	183,418.16



November 25, 2025

Paul Grohman  
Newberry Plaza, LLC  
902 S. Friendswood Drive, Ste. E  
Friendswood, TX 77546

Re: Highland Park  
Pay Request No. 2

Dear Mr. Grohman:

We have reviewed pay request application No. 2; dated October 22, 2025, for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$1,133,901.73 (\$1,259,890.82 – 10% Retainage)**.

We hope that this letter meets your request for review of pay application No 2. Should you have any questions or need additional information, please feel free to call.

Sincerely,  
**NV5, Inc.**

A handwritten signature in blue ink, appearing to read 'A. Caggiano, Jr.', written over a circular stamp.

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

N:\2022\22-0424\Departments\05\_Construction\Pay Applications\Residential\Pay App #2\NV5 Pay Request Cover Letter.docx



**APPLICATION AND CERTIFICATE FOR PAYMENT**

<b>TO OWNER:</b> Newberry Plaza LLC 902 S Friendswood Dr, Suite E Friendswood, TX 77546	<b>PROJECT:</b> Highland Park Residential	<b>APPLICATION #</b> 3 <b>PERIOD TO:</b> 11/30/2025 <b>PROJECT NOS:</b> Highland Park Residential	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> O'STEEN BROTHERS, INC. PO Box 200 Micanopy, FL 32667	<b>VIA ARCHITECT:</b>	<b>CONTRACT DATE:</b>	
<b>INVOICE NO: 138727</b>			

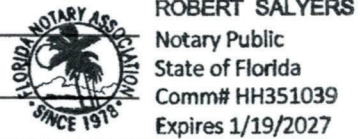
**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

<b>1. ORIGINAL CONTRACT SUM</b> -----	\$	7,200,000.00
<b>2. NET CHANGE BY CHANGE ORDERS</b> -----	\$	45,230.00
<b>3. CONTRACT SUM TO DATE (Line 1 +/- 2)</b> -----	\$	7,245,230.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> -----	\$	2,409,533.98
<b>5. RETAINAGE:</b>		
a. <u>10</u> of Completed Work (Columns D+E on Continuation Sheet)		240,953.41
b. <u>0</u> of Stored Material (Column F on Continuation Sheet)		0.00
<b>Total Retainage</b> ----- (Line 5a + 5)	\$	240,953.41
<b>6. TOTAL EARNED LESS RETAINAGE</b> ----- (Line 4 less Line 5 Total)	\$	2,168,580.57
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> ----- (Line 6 from prior Certificate)	\$	1,650,763.28
<b>8. CURRENT PAYMENT DUE</b> -----	\$	517,817.29
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> ----- (Line 3 less Line 6)	\$	5,076,649.43

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

CONTRACTOR O'STEEN BROTHERS, INC.  
 By: [Signature] Date: 11/24/2025  
 State of: FL  
 County of: Alachua  
 Subscribed and sworn to before me this 24 day of Nov. 2025  
 Notary Public: [Signature]  
 My Commission expires: \_\_\_\_\_



**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ----- \$ 517,817.29

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes in previous months	0.00	0.00
Total approved this Month	45,230.00	0.00
<b>TOTALS</b>	<b>45,230.00</b>	<b>0.00</b>
<b>NET CHANGES by Change Order</b>	<b>45,230.00</b>	<b>0.00</b>

By: [Signature] Date: December 3, 2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.



ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 3  
 APPLICATION DATE: 11/24/2025  
 PERIOD TO: 11/30/2025  
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)				Total Completed And Stored To Date (D + E + F)	% (G/C)		
4	1: General Conditions	50,412.50	12,695.63	4,440.00	0.00	17,135.63	34	33,276.87	1,713.56	
9	2: SWPPP Compliance	20,176.56	5,211.81	1,553.98	0.00	6,765.79	34	13,410.77	676.58	
14	3: Earthwork	648,502.05	386,104.23	96,526.07	0.00	482,630.30	74	165,871.75	48,263.04	
18	4: Lot Grading	469,874.53	215,020.48	53,755.13	0.00	268,775.61	57	201,098.92	26,877.56	
23	5: Paving	883,042.38	0.00	0.00	0.00	0.00	0	883,042.38	0.00	
29	6: Concrete	930,020.08	0.00	0.00	0.00	0.00	0	930,020.08	0.00	
30	7: Site Electric	506,445.36	0.00	40,515.63	0.00	40,515.63	8	465,929.73	4,051.56	
31	8: Storm Sewer	1,470,838.70	588,335.48	147,083.87	0.00	735,419.35	50	735,419.35	73,541.94	
32	9: Domestic Water	752,134.63	112,820.19	112,820.20	0.00	225,640.39	30	526,494.24	22,564.04	
33	10: Sanitary Sewer	1,468,553.21	513,993.62	73,427.66	0.00	587,421.28	40	881,131.93	58,742.13	
34	CO-01: Undercut lots	45,230.00	0.00	45,230.00	0.00	45,230.00	100	0.00	4,523.00	
SUBTOTALS PAGE 2		7,245,230.00	1,834,181.44	575,352.54	0.00	2,409,533.98	33	4,835,696.02	240,953.41	



PO Box 200  
 Micanopy, FL 32667  
 Phone: 352-376-1634  
 Fax: 352-373-7642

# STATEMENT

*Philippians 4:13 - "I can do all things through Christ which strengtheneth me."*

SOLD TO	DATE	2/28/2026
	ACCOUNT #	NEWBER01
	PAGE	1

Newberry Plaza LLC  
 902 S Friendswood Dr, Suite E  
 Friendswood, TX 77546

NUMBER	DATE	DUE DATE	TRANSACTION	AMOUNT	PAYMENT	BALANCE
138346	09-26-25	Due 10-26-25	INV	516,861.55		516,861.55
	01-14-26	Other wire	PAY		250,000.00	266,861.55
	02-09-26	Other Wire	PAY		266,861.55	0.00
138548	10-22-25	Due 11-21-25	INV	1,133,901.73		1,133,901.73
	02-09-26	Other Wire	PAY		286,300.95	847,600.78
	02-20-26	Other wire	PAY		847,600.78	0.00
138726	11-24-25	Due 12-24-25	INV	509,300.23		509,300.23
	12-16-25	Other Wire	PAY		297,636.19	211,664.04
	01-14-26	Other wire	PAY		211,664.04	0.00
138727	11-24-25	Due 12-24-25	INV	517,817.29		517,817.29
	02-20-26	Other wire	PAY		517,817.29	0.00
138274	12-16-25	Due 01-15-26	INV	26,536.12		26,536.12
	01-14-26	Other wire	PAY		26,536.12	0.00
138820	12-16-25	Due 01-15-26	INV	603,118.61		603,118.61
	01-14-26	Other wire	PAY		603,118.61	0.00
138822	12-16-25	Due 01-15-26	INV	788,913.41		788,913.41
138977	01-14-26	Due 02-13-26	INV	7,563.60		796,477.01
	01-14-26	Other wire	PAY		7,563.60	788,913.41
139019	01-22-26	Due 02-21-26	INV	409,999.72		1,198,913.13
139241	02-25-26	Due 03-27-26	INV	652,440.38		1,851,353.51

<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>91 - 120</u>	<u>Over 120</u>	<u>Total</u>
652,440.38	409,999.72	788,913.41	0.00	0.00	0.00	1,851,353.51



December 3, 2025

Paul Grohman  
Newberry Plaza, LLC  
902 S. Friendswood Drive, Ste. E  
Friendswood, TX 77546

Re: Highland Park  
Pay Request No. 3

Dear Mr. Grohman:

We have reviewed pay request application No. 3; dated November 24, 2025, for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$517,817.29 (\$575,352.54 – 10% Retainage)**.

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

Sincerely,  
**NV5, Inc.**

A  
S



E.  
ure Florida

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**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS**  
**CIII**

**HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2026**

The undersigned, an Authorized Officer of the Highland Park Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, as trustee (the “Trustee”), dated as of March 1, 2026 (the “Master Indenture”), as amended and supplemented by that certain First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2026 (the Master Indenture as amended and supplemented is hereinafter referred to as the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 3
- (B) Name of Payee: O’Steen Brothers, Inc.
- (C) Amount Payable: \$1,166,660.07
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Construction of Improvements related to the Capital Improvement Plan (specifically Phases 1, 2 and 3)
- (E) Fund or Account and subaccount, if any, from which disbursement to be made:

*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account; and
- 3. each disbursement represents a Cost of the Project which has not previously been paid.

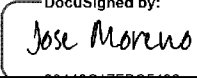
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

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

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

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

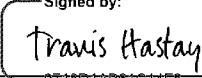
HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT

By:   
98448C17FBC5499...  
Authorized Officer

Date: 4/10/2026

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

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of Capital Improvement Plan (specifically Phases 1, 2 and 3) of the District's Project, and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project, with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Signed by:  
  
0718D1A861C14F8...  
Travis J. Hastay, P.E.  
Consulting Engineer

Enclosures: Pay Requests Nos. 4 and 5



**APPLICATION AND CERTIFICATE FOR PAYMENT**

<b>TO OWNER:</b> Newberry Plaza LLC 902 S Friendswood Dr, Suite E Friendswood, TX 77546	<b>PROJECT:</b> Highland Park Residential	<b>APPLICATION #</b> 4 <b>PERIOD TO:</b> 12/31/2025 <b>PROJECT NOS:</b> Highland Park Residential	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> O'STEEN BROTHERS, INC. PO Box 200 Micanopy, FL 32667	<b>VIA ARCHITECT:</b>	<b>CONTRACT DATE:</b>	

**INVOICE NO: 138822**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

<b>1. ORIGINAL CONTRACT SUM</b> _____	\$ 7,200,000.00
<b>2. NET CHANGE BY CHANGE ORDERS</b> _____	\$ 45,230.00
<b>3. CONTRACT SUM TO DATE (Line 1 +/- 2)</b> _____	\$ 7,245,230.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> _____	\$ 3,286,104.44
<b>5. RETAINAGE:</b>	
a. <u>10</u> of Completed Work (Columns D+E on Continuation Sheet)	328,610.46
b. <u>0</u> of Stored Material (Column F on Continuation Sheet)	0.00
<b>Total Retainage</b> _____ (Line 5a + 5)	\$ 328,610.46
<b>6. TOTAL EARNED LESS RETAINAGE</b> _____ (Line 4 less Line 5 Total)	\$ 2,957,493.98
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> _____ (Line 6 from prior Certificate)	\$ 2,168,580.57
<b>8. CURRENT PAYMENT DUE</b> _____	\$ 788,913.41
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> _____ (Line 3 less Line 6)	\$ 4,287,736.02

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

CONTRACTOR: O'STEEN BROTHERS, INC.

By: [Signature] Date: 12/10/2025

State of: FL

County of: Alachua

Subscribed and sworn to before me this 16<sup>TH</sup> day of DECEMBER 2025

Notary Public: [Signature]



ROBERT SALYERS  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

My Commission expires:

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** \_\_\_\_\_ \$ 788,913.41

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

By: [Signature] Date: December 23, 2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes in previous months	45,230.00	0.00
Total approved this Month	0.00	0.00
TOTALS	45,230.00	0.00
NET CHANGES by Change Order	45,230.00	



ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 4  
 APPLICATION DATE: 12/16/2025  
 PERIOD TO: 12/31/2025  
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)				Total Completed And Stored To Date (D + E + F)	% (G/C)		
4	1: General Conditions	50,412.50	17,135.63		3,815.62	0.00	20,951.25	42	29,461.25	2,095.13
9	2: SWPPP Compliance	20,176.56	6,765.79		1,526.83	0.00	8,292.62	41	11,883.94	829.27
14	3: Earthwork	648,502.05	482,630.30		64,350.70	0.00	546,981.00	84	101,521.05	54,698.10
18	4: Lot Grading	469,874.53	268,775.61		35,836.74	0.00	304,612.35	65	165,262.18	30,461.24
23	5: Paving	883,042.38	0.00		88,617.59	0.00	88,617.59	10	794,424.79	8,861.76
29	6: Concrete	930,020.08	0.00		154,500.28	0.00	154,500.28	17	775,519.80	15,450.03
30	7: Site Electric	506,445.36	40,515.63		10,128.91	0.00	50,644.54	10	455,800.82	5,064.45
31	8: Storm Sewer	1,470,838.70	735,419.35		147,083.87	0.00	882,503.22	60	588,335.48	88,250.32
32	9: Domestic Water	752,134.63	225,640.39		150,426.93	0.00	376,067.32	50	376,067.31	37,606.73
33	10: Sanitary Sewer	1,468,553.21	587,421.28		220,282.99	0.00	807,704.27	55	660,848.94	80,770.43
34	CO-01: Undercut lots	45,230.00	45,230.00		0.00	0.00	45,230.00	100	0.00	4,523.00
35	CO-02: Added water valves	0.00	0.00		0.00	0.00	0.00	***	0.00	0.00
36	CO-03: Engineering changes to water	0.00	0.00		0.00	0.00	0.00	***	0.00	0.00
SUBTOTALS PAGE 2		7,245,230.00	2,409,533.98		876,570.46	0.00	3,286,104.44	45	3,959,125.56	328,610.46

December 23, 2025

Paul Grohman  
Newberry Plaza, LLC  
902 S. Friendswood Drive, Ste. E  
Friendswood, TX 77546

Re: Highland Park  
Pay Request No. 4

Dear Mr. Grohman:

We have reviewed pay request application No. 4; dated December 16, 2025, for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$788,913.41 (\$876,570.46 – 10% Retainage)**.

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

Sincerely,  
**NV5, Inc.**



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

N:\2022\22-0424\Departments\05-Construction\Pay Applications\Residential\Pay App #4\NV5 Pay Request Cover Letter.docx



**APPLICATION AND CERTIFICATE FOR PAYMENT**

<b>TO OWNER:</b> Newberry Plaza LLC 902 S Friendswood Dr, Suite E Friendswood, TX 77546	<b>PROJECT:</b> Highland Park Residential	<b>APPLICATION #</b> 5 <b>PERIOD TO:</b> 1/31/2026 <b>PROJECT NOS:</b> Highland Park Residential	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> O'STEEN BROTHERS, INC. PO Box 200 Micanopy, FL 32667	<b>VIA ARCHITECT:</b>	<b>CONTRACT DATE:</b>	
<b>INVOICE NO: 139019</b>			

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

<b>1. ORIGINAL CONTRACT SUM</b> _____	\$	7,200,000.00
<b>2. NET CHANGE BY CHANGE ORDERS</b> _____	\$	83,049.74
<b>3. CONTRACT SUM TO DATE (Line 1 +/- 2)</b> _____	\$	7,283,049.74
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> _____	\$	3,741,659.68
<b>5. RETAINAGE:</b>		
a. 10 of Completed Work (Columns D+E on Continuation Sheet)		374,165.98
b. 0 of Stored Material (Column F on Continuation Sheet)		0.00
<b>Total Retainage</b> _____ (Line 5a + 5)	\$	374,165.98
<b>6. TOTAL EARNED LESS RETAINAGE</b> _____ (Line 4 less Line 5 Total)	\$	3,367,493.70
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> _____ (Line 6 from prior Certificate)	\$	2,957,493.98
<b>8. CURRENT PAYMENT DUE</b> _____	\$	409,999.72
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> _____ (Line 3 less Line 6)	\$	3,915,556.04

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

CONTRACTOR: O'STEEN BROTHERS, INC.

By: [Signature] Date: 1/22/2026  
 State of: FL

County of: Alachua

Subscribed and sworn to before me this 22 day of January, 2026

Notary Public: [Signature]



ROBERT SALYERS  
 Notary Public  
 State of Florida  
 Comm# HH351039  
 Expires 1/19/2027

My Commission expires:

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** \_\_\_\_\_ \$ 409,999.72

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

By: [Signature] Date: January 28, 2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes in previous months	45,230.00	0.00
Total approved this Month	37,819.74	0.00
<b>TOTALS</b>	<b>83,049.74</b>	<b>0.00</b>
<b>NET CHANGES by Change Order</b>	<b>83,049.74</b>	



ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5  
 APPLICATION DATE: 1/22/2026  
 PERIOD TO: 1/31/2026  
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)				Total Completed And Stored To Date (D + E + F)	% (G/C)		
4	1: General Conditions	50,412.50	20,951.25		4,440.00	0.00	25,391.25	50	25,021.25	2,539.13
9	2: SWPPP Compliance	20,176.56	8,292.62		1,943.66	0.00	10,236.28	51	9,940.28	1,023.63
14	3: Earthwork	648,502.05	546,981.00		4,995.00	0.00	551,976.00	85	96,526.05	55,197.60
18	4: Lot Grading	469,874.53	304,612.35		0.00	0.00	304,612.35	65	165,262.18	30,461.24
23	5: Paving	883,042.38	88,617.59		88,764.02	0.00	177,381.61	20	705,660.77	17,738.16
29	6: Concrete	930,020.08	154,500.28		168,198.36	0.00	322,698.64	35	607,321.44	32,269.87
30	7: Site Electric	506,445.36	50,644.54		75,966.80	0.00	126,611.34	25	379,834.02	12,661.13
31	8: Storm Sewer	1,470,838.70	882,503.22		0.00	0.00	882,503.22	60	588,335.48	88,250.32
32	9: Domestic Water	752,134.63	376,067.32		0.00	0.00	376,067.32	50	376,067.31	37,606.73
33	10: Sanitary Sewer	1,468,553.21	807,704.27		73,427.66	0.00	881,131.93	60	587,421.28	88,113.19
34	CO-01: Undercut lots	45,230.00	45,230.00		0.00	0.00	45,230.00	100	0.00	4,523.00
35	CO-02: Added water valves	13,710.47	0.00		13,710.47	0.00	13,710.47	100	0.00	1,371.05
36	CO-03: Engineering changes to water	24,109.27	0.00		24,109.27	0.00	24,109.27	100	0.00	2,410.93
SUBTOTALS PAGE 2		7,283,049.74	3,286,104.44		455,555.24	0.00	3,741,659.68	51	3,541,390.06	374,165.98

January 28, 2026

Paul Grohman  
Newberry Plaza, LLC  
902 S. Friendswood Drive, Ste. E  
Friendswood, TX 77546

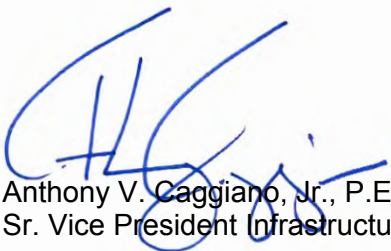
Re: Highland Park  
Pay Request No. 5

Dear Mr. Grohman:

We have reviewed pay request application No. 5; dated January 22, 2026, for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$409,999.72 (\$455,555.24 – 10% Retainage)**.

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

Sincerely,  
**NV5, Inc.**



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

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**ASSIGNMENT OF CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

Assignor: Newberry Plaza, LLC (“Assignor”)  
Owner/Assignee: Highland Park Community Development District (“Assignee” or “District”)  
Contractor: O’Steen Brothers, Inc. (“Contractor”)  
Contract: Agreement between Owner and Contractor for Construction Contract (Stipulated Price) – Residential Phases 1, 2, 3 – Site/Civil Infrastructure (“Contractor Agreement” or “Project”)

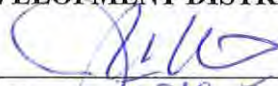
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the 9th day of April 2026 (“Effective Date”).

**O’STEEN BROTHERS, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Name: Jose I. Moreno  
Title: Chairperson

**NEWBERRY PLAZA, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - **Exhibit A:** Contractor Proposal
  - **Exhibit B:** Assignment Addendum
  - **Exhibit C:** Scrutinized Companies Statement
  - **Exhibit D:** Public Entity Crimes Statement
  - **Exhibit E:** Trench Safety Act Statements
  - **Exhibit F:** Discrimination Statement
  - **Exhibit G:** Human Trafficking Affidavit
  - **Exhibit H:** Performance Bond
  - **Exhibit I:** Payment Bond

**ASSIGNMENT OF CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

Assignor: Newberry Plaza, LLC ("Assignor")  
Owner/Assignee: Highland Park Community Development District ("Assignee" or "District")  
Contractor: O'Steen Brothers, Inc. ("Contractor")  
Contract: Agreement between Owner and Contractor for Construction Contract (Stipulated Price) – Residential Phases 1, 2, 3 – Site/Civil Infrastructure ("Contractor Agreement" or "Project")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor's rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the 9th day of April 2026.


**O'STEEN BROTHERS, INC.**

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

**NEWBERRY PLAZA, LLC**

By:   
Printed Name: Paul Cronman  
Title: Manager

**EXHIBITS:**

- Developer's Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor's Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - Exhibit A: Contractor Proposal
  - Exhibit B: Assignment Addendum
  - Exhibit C: Scrutinized Companies Statement
  - Exhibit D: Public Entity Crimes Statement
  - Exhibit E: Trench Safety Act Statements
  - Exhibit F: Discrimination Statement
  - Exhibit G: Human Trafficking Affidavit
  - Exhibit H: Performance Bond
  - Exhibit I: Payment Bond

**ASSIGNMENT OF CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**


Assignor: Newberry Plaza, LLC (“Assignor”)  
Owner/Assignee: Highland Park Community Development District (“Assignee” or “District”)  
Contractor: O’Steen Brothers, Inc. (“Contractor”)  
Contract: Agreement between Owner and Contractor for Construction Contract (Stipulated Price) – Residential Phases 1, 2, 3 – Site/Civil Infrastructure (“Contractor Agreement” or “Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the 9th day of April 2026 (“Effective Date”).

**O’STEEN BROTHERS, INC.**

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Printed Name: David C. O'Steen  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

**NEWBERRY PLAZA, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - **Exhibit A:** Contractor Proposal
  - **Exhibit B:** Assignment Addendum
  - **Exhibit C:** Scrutinized Companies Statement
  - **Exhibit D:** Public Entity Crimes Statement
  - **Exhibit E:** Trench Safety Act Statements
  - **Exhibit F:** Discrimination Statement
  - **Exhibit G:** Human Trafficking Affidavit
  - **Exhibit H:** Performance Bond
  - **Exhibit I:** Payment Bond

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

STATE OF Texas  
COUNTY OF Galveston

BEFORE ME, the undersigned, personally appeared Paul Grohman of Newberry Plaza, LLC ("Developer"), who, after being first duly sworn, deposes and says:

- (i) I, Paul Grohman, serve as designated representative for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Highland Park Community Development District ("District") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("Contractor Agreement") between Developer and O'Steen Brothers, Inc. ("Contractor"), dated on or around November 20, 2025, including all change orders approved to date, and attached hereto as Exhibit A, either
- a.  was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or
- b.  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 an assignment of the Contractor 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 assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract 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
- a.  furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as Exhibit C; or
- b.  was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or
- c.  Developer will furnish a demand note agreement in satisfactory form to the District.
- (vi) Developer
- a.  represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement; or


b. \_\_\_\_\_ 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 there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

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 1<sup>st</sup> day of April 2026.

NEWBERRY PLAZA, LLC,  
a Florida limited liability company

By   
Printed Name: Paul Grohman  
Title: Manager

STATE OF Texas  
COUNTY OF Galveston

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 1 day of April 2026 by Paul Grohman, as Manager of Newberry Plaza, LLC, who is personally known to me or  produced \_\_\_\_\_ as identification

  
(Official Notary Signature)  
Name:  
Personally Known  
OR Produced Identification  
Type of Identification

[notary seal]



**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, O'Steen Brothers, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The agreement Newberry Plaza, LLC, and Contractor ("**Contractor Agreement**") dated on or around November 20, 2025 has been assigned to the Highland Park Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a.   X   Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b.        Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.
- (iii) Contractor represents and warrants that, as of April 9 2026, all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.

Executed this   8   day of April 2026.

**O'STEEN BROTHERS, INC.,**  
a Florida corporation


  
By: David Geiger  
Its: President

STATE OF FLORIDA  
COUNTY OF   Alachua  

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this   8<sup>th</sup>   day of April 2026 by David Geiger, as President of O'Steen Brothers, Inc., who [ ] is personally known to me or [ ] produced   SELF   as identification.



[notary seal]

  
\_\_\_\_\_  
(Official Notary Signature)  
Name:  
Personally Known  
OR Produced Identification  
Type of Identification

**ADDENDUM TO CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

1. **ASSIGNMENT.** This Addendum (“**Addendum**”) applies to that certain *Agreement between Owner and Contractor for Construction Contract (Stipulated Price)* dated on or around November 20, 2025 (“**Contract**”) between Newberry Plaza, LLC (“**Developer**”) and O’Steen Brothers, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. The District affirms to Contractor that through the issuance of tax-exempt bonds and a construction funding agreement with the Developer, it has, or will have, sufficient funds to pay Contractor the Contract balance remaining after assignment, and before requesting or requiring Contractor to perform any additional or changed work that will increase the Contract amount existing as of the closing date.

3. Contractor shall submit a Payment Application to Owner and the District, to reflect the value of the labor, services, materials and equipment provided for the improvement of the project through April 9, 2026, including retainage, plus a Payment Application for the Payment and Performance Bond premium. Developer further agrees that interest on past-due payments in the amount of \$77,751.44 is due and owing to Contractor, for which Contractor shall provide Developer and the District a separate Interest Invoice. Developer and/or the District, as applicable, shall pay, or cause to be paid to, Contractor the full amount due Contractor according to the Payment Application, including all retainage, plus the Payment and Performance Bond premium Payment Application, plus the Interest Invoice, on or around April 9, 2026. Kilinski | Van Wyk PLLC shall hold the signed Assignment documents in escrow pending the District’s tax-exempt bond closing on April 9, 2026, and such assignment shall become effective upon such closing and Contractor’s receipt of payment of the aforementioned Payment Applications amount, plus Interest Invoice amount. After exchange of the Assignment documents and payment of the outstanding Payment Application amounts plus the Interest Invoice in the total amount of \$3,240,867.38, Contractor and the District agree that each shall be bound to the other under the Contract, wherein and thereafter the District shall assume the role of “Owner,” and each shall perform their remaining obligations under the Contract and this Addendum and associated Assignment documents.

4. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before re-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 Alachua County, Florida, a payment and performance bond 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*. Such bond and/or security shall be for 100% of the project cost. The Performance Bond shall be in effect for one 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, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond. The Developer will also record in the Alachua County Official Records, a Termination of the Notice of Commencement that was recorded on August 21, 2025, at OR #5229 PG #1952 et seq., as amended by the Amended and Restated Notice of Commencement recorded on December 18, 2025, at OR #5248, Page #823 et seq.

5. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, and staff 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, after ten (10) business days written notice to Contractor, 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.

**6. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other conflicting 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 submit its Payment Applications to Wrathell Hunt & Associates, as agent of the District, via electronic mail, at: [payapp@whhassociates.com](mailto:payapp@whhassociates.com), copy District Engineer, Travis Hasty, at [travis.hastay@nv5.com](mailto:travis.hastay@nv5.com). Contractor shall make payments due to subcontractors and materialmen and laborers in accordance with the terms of the agreements between said parties, but as to undisputed payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. To the extent the Contract is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, *Florida Statutes*, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

**7. RETAINAGE.** The following provision addresses the holding of retainage under the Contract: Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all required documents, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, *Florida Statutes*.

**8. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall include the District and its supervisors, officers and staff (together, the "**Indemnitees**"). 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 Three Million Dollars (\$3,000,000), 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.

**9. 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 and verify the exact manner, method, and requirements for acquiring any such 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 materials and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**10. 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 Contract if the Contractor does not transfer the records to the District.
- d. Upon completion of this Contract, transfer to the District, for a reasonable charge not exceeding those provided in Chapter 119, *Florida Statutes*, 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 Contract, 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 Contract, 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. Notwithstanding this section, or Chapter 119, *Florida Statutes*, Contractor shall be entitled to retain a copy of any and all project documents necessary or customarily retained by contractors for accounting, bonding, legal or other commercially reasonable practices.

**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 (561) 571-0010, OR BY EMAIL AT GILLYARDD@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**11. 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.

**12. NOTICES.** Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District: Highland Park 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: Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

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

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

**15. 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 E**.

**16. DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit F**.

**18. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work after the Effective Date, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.


In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District or demonstrate that such subcontractor did not violate Section 448.095, *Florida Statutes*. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. As to subcontractors/suppliers that were under contract with Contractor prior to the Closing Date, Contractor shall be entitled to, and the District shall pay Contractor, any additional costs incurred and grant a time extension for any delays experienced in retaining a suitable replacement subcontractor/supplier due to such termination. The District shall issue a written Change Order, adjusting the Contract Amount and time, if and as appropriate. As to subcontractors/suppliers that come under contract with Contractor after the Closing Date, Contractor shall not be entitled to reimbursement of additional costs or an extension of time incurred due to such termination. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

**O'STEEN BROTHERS, INC.**

\_\_\_\_\_  
By: David Geiger  
Its: President

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
By: Jose E. Moreno  
Its: Chairperson

- Exhibit A:** Original Contract
- Exhibit B:** Assignment Addendum
- Exhibit C:** Scrutinized Companies Statement
- Exhibit D:** Public Entity Crimes Statement
- Exhibit E:** Trench Safety Act Statements
- Exhibit F:** Discrimination Statement
- Exhibit G:** Human Trafficking Affidavit
- Exhibit H:** Performance Bond
- Exhibit I:** Payment Bond

**18. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work after the Effective Date, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District or demonstrate that such subcontractor did not violate Section 448.095, *Florida Statutes*. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. As to subcontractors/suppliers that were under contract with Contractor prior to the Closing Date, Contractor shall be entitled to, and the District shall pay Contractor, any additional costs incurred and grant a time extension for any delays experienced in retaining a suitable replacement subcontractor/supplier due to such termination. The District shall issue a written Change Order, adjusting the Contract Amount and time, if and as appropriate. As to subcontractors/suppliers that come under contract with Contractor after the Closing Date, Contractor shall not be entitled to reimbursement of additional costs or an extension of time incurred due to such termination. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

**O'STEEN BROTHERS, INC.**

  
By: David Geiger  
Its: President

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

- Exhibit A:** Original Contract
- Exhibit B:** Assignment Addendum
- Exhibit C:** Scrutinized Companies Statement
- Exhibit D:** Public Entity Crimes Statement
- Exhibit E:** Trench Safety Act Statements
- Exhibit F:** Discrimination Statement
- Exhibit G:** Human Trafficking Affidavit
- Exhibit H:** Performance Bond
- Exhibit I:** Payment Bond

EXHIBIT C

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,  
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED  
COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM  
ENERGY SECTOR LIST**

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

1. This sworn statement is submitted to the Highland Park Community Development District by David Geiger, President (print individual's name and title), who is over eighteen (18) years of age and competent to testify as to the matters contained herein, and am authorized to make this Sworn Statement on behalf of O'Steen Brothers, Inc. ("Contractor"), Contractor's business address is: 305 US 441, Micanopy, FL 32667.
2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with Newberry Plaza, LLC, to the Highland Park Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and that it does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Highland Park Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*.

By: [Signature]  
Name: David Geiger  
Title: President, O'Steen Brothers, Inc.

STATE OF FLORIDA  
COUNTY OF Alachua

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 8<sup>TH</sup> day of April 2026, by David Geiger, as President of O'Steen Brother, Inc.. who [ ] is personally known to me or [ ] produced SELF as identification.



ROBERT SALYERS  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

[Signature]

(Official Notary Signature & Seal)

Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

(SEAL)

EXHIBIT D


**SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to Highland Park Community Development District.
2. I, David Geiger (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President (print individual's title) for O'Steen Brothers, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 305 US 441, Micanopy, FL 32667.
4. Contractor's Federal Employer Identification Number (FEIN) is 59-1366875

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

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

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been

charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

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

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

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

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR. AS TO SUBCONTRACTORS/SUPPLIERS THAT WERE UNDER CONTRACT WITH CONTRACTOR PRIOR TO THE CLOSING DATE, CONTRACTOR SHALL BE ENTITLED TO, AND THE DISTRICT SHALL PAY CONTRACTOR, ANY ADDITIONAL COSTS INCURRED AND GRANT A TIME EXTENSION FOR ANY DELAYS EXPERIENCED IN RETAINING A SUITABLE REPLACEMENT SUBCONTRACTOR/SUPPLIER DUE TO SUCH TERMINATION. THE DISTRICT SHALL ISSUE A WRITTEN CHANGE ORDER, ADJUSTING THE CONTRACT AMOUNT AND TIME, IF AND AS APPROPRIATE. AS TO SUBCONTRACTORS/SUPPLIERS THAT COME UNDER CONTRACT WITH CONTRACTOR AFTER THE CLOSING DATE, CONTRACTOR SHALL NOT BE ENTITLED TO REIMBURSEMENT OF ADDITIONAL COSTS OR AN EXTENTION OF TIME INCURRED DUE TO SUCH TERMINATION.

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

Dated this 8 day of April 2026.

**O'STEEN BROTHERS, INC.**

Subcontractor: [Signature]

By: David Geiger  
Title: President

STATE OF FLORIDA  
COUNTY OF Dade

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of April 2026, by David Geiger, as President of O'Steen Brother, Inc., who [ ] is personally known to me or [ ] produced SELF as identification.



ROBERT SALYERS  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

[Signature]  
(Official Notary Signature & Seal)

Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

(SEAL)

EXHIBIT E

**TRENCH SAFETY ACT COMPLIANCE STATEMENT**  
**HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

**INSTRUCTIONS**

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

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

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
Three hundred seventy thousand Dollars \$ 370,000.00  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this 8 day of April 2026.

Contractor: **O'STEEN BROTHERS, INC.**

[Signature]  
By: David Geiger  
Title: President

STATE OF FLORIDA  
COUNTY OF Alachua

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of April 2026, by David Geiger, as President of O'Steen Brother, Inc., who [ ] is personally known to me or [ ] produced SELF as identification.

[Signature]

(Official Notary Signature & Seal)



**ROBERT SALYERS**  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

(SEAL)

Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**  
**HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

**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 <sup>1</sup>	Item Total Cost
<i>bending; sloping trench</i>			<i>370,000</i>
<b>Project Total</b>			<i>370,000</i>

Dated this 8 day of April 2026.

**O'STEEN BROTHERS, INC.**



By: David Geiger  
 Title: President

STATE OF FLORIDA  
 COUNTY OF Alachua

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of April 2026, by David Geiger, as President of **O'Steen Brothers, Inc.**, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.



Signature of Notary Public taking acknowledgement

[notary seal]



**ROBERT SALYERS**  
 Notary Public  
 State of Florida  
 Comm# HH351039  
 Expires 1/19/2027

My Commission Expires: 1-19-27

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**EXHIBIT F**

**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,  
ON DISCRIMINATION  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

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

1. This sworn statement is submitted to Highland Park Community Development District.
2. I, David Geiger (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President (print individual's title) for O'Steen Brothers, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 305 US 441, Micanopy, FL 32667.
4. Contractor's Federal Employer Identification Number (FEIN) is 52-1366875  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of an entity that discriminated; or
  - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list 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.

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



Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

\_\_\_\_\_ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR. AS TO SUBCONTRACTORS/SUPPLIERS THAT WERE UNDER CONTRACT WITH CONTRACTOR PRIOR TO THE CLOSING DATE, CONTRACTOR SHALL BE ENTITLED TO, AND THE DISTRICT SHALL PAY CONTRACTOR, ANY ADDITIONAL COSTS INCURRED AND GRANT A TIME EXTENSION FOR ANY DELAYS EXPERIENCED IN RETAINING A SUITABLE REPLACEMENT SUBCONTRACTOR/SUPPLIER DUE TO SUCH TERMINATION. THE DISTRICT SHALL ISSUE A WRITTEN CHANGE ORDER, ADJUSTING THE CONTRACT AMOUNT AND TIME, IF AND AS APPROPRIATE. AS TO SUBCONTRACTORS/SUPPLIERS THAT COME UNDER CONTRACT WITH CONTRACTOR AFTER THE CLOSING DATE, CONTRACTOR SHALL NOT BE ENTITLED TO REIMBURSEMENT OF ADDITIONAL COSTS OR AN EXTENTION OF TIME INCURRED DUE TO SUCH TERMINATION.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

  
\_\_\_\_\_  
Signature by authorized representative

STATE OF FLORIDA  
COUNTY OF Duval

SWORN AND SUBSCRIBED TO before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of April 2026, by David Geiger, as President of **O'Steen Brothers, Inc.**, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.



**ROBERT SALYERS**  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

  
\_\_\_\_\_  
(Official Notary Signature & Seal)

Name: ROBERT SALYERS  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

(SEAL)

**EXHIBIT G**


**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, David Geiger as President, on behalf of O'Steen Brothers, Inc. (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

**Contractor: O'Steen Brothers, Inc.**

Signature:   
 Name: David Geiger  
 Title: President  
 Date: April 8, 2026

STATE OF FLORIDA  
COUNTY OF ALACHUA

SWORN AND SUBSCRIBED TO before me  physical presence or  remote notarization by David Geiger, as President, of O'Steen Brothers, Inc., who is  personally known to me or  who produced SELF as identification this 8<sup>th</sup> day of April 2026.



(Notary Seal)

ROBERT SALYERS  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

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

**EXHIBIT H and I**

**EXHIBIT H  
PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address and Phone Number):**

O'Steen Brothers, Inc.  
305 US 441  
Micanopy, FL 32669  
(352) 376-1634

**OWNER:**

Highland Park Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Phone: (877) 276-0889

**SURETY (Name and Address of Principal Place of  
Business and Phone Number):**

Western Surety Company  
151 North Franklin Street, Chicago, IL 60606  
312-822-5000

**CONTRACT**

Date: 4/9/26

Amount: \$7,634,641.37

Description (Name and Location): Highland Park Community Development District – Residential Phases 1, 2, 3 - City of Newberry, Alachua County, Florida

**BOND**

Bond Number: 30223906

Date (Not earlier than Contract Date): 4/9/26

Amount: \$7,634,641.37

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company: O'Steen Brothers, Inc.

Signature:  (Seal)  
Name and Title: David Geiger, President

(Space is provided below for signatures of additional parties, if required.)


**CONTRACTOR AS PRINCIPAL**

Company: O'Steen Brothers, Inc.

Signature: N/A (Seal)  
Name and Title: David Geiger, President

**SURETY**

Western Surety Company  
Surety's Name and Corporate Seal

By:   
Signature and Title Benjamin H. French, Attorney-in-Fact & FL Resident Agent  
(Attach Power of Attorney)

Attest:   
Signature and Title Trava Ridlon, Surety Account Executive

**SURETY**

N/A (Seal)  
Surety's Name and Corporate Seal

By: N/A  
Signature and Title  
(Attach Power of Attorney)

Attest: N/A  
Signature and Title:



1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
  2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
7. Surety shall not be liable to Owner or others for any delay damages, whether liquidated or actual, or for any other obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any delay damages or any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any non-material change, including changes of time, to Contract or to related subcontracts, and purchase orders.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this

Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**EXHIBIT I  
PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):  
O'Steen Brothers, Inc.  
305 US 441  
Micanopy, FL 32669  
(352) 376-1634

SURETY (Name and Address of Principal Place of  
Business and Phone Number):  
Western Surety Company  
151 North Franklin Street, Chicago, IL 60606  
312-822-5000

OWNER: Highland Park Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Phone: (877) 276-0889

**CONTRACT**

Date: 4/9/26

Amount: \$7,634,641.37

Description (Name and Location): Highland Park Community Development District – Residential Phases 1, 2, 3 -  
City of Newberry, Alachua County, Florida

**BOND**

Bond Number: 30223906

Date (Not earlier than Contract Date): 4/9/26

Amount: \$7,634,641.37

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, including This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.


Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL  
Company: O'Steen Brothers, Inc.

SURETY

 (Seal)  
Name and Title: David Geiger, President

Western Surety Company  
Surety's Name and Corporate Seal

By:   
Signature and Title Benjamin H. French, Attorney-in-Fact & FL Resident Agent  
(Attach Power of Attorney)

Attest:   
Signature and Title Trava Ridlon, Surety Account Executive

CONTRACTOR AS PRINCIPAL  
Company: O'Steen Brothers, Inc.

SURETY

Signature: N/A (Seal)  
Name and Title: David Geiger, President

N/A (Seal)  
Surety's Name and Corporate Seal

By: N/A  
Signature and Title  
(Attach Power of Attorney)

Attest: N/A  
Signature and Title:



1. Contractor and Surety, jointly and severally, bind themselves, their successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Makes payment, directly or indirectly, for all sums legally due Claimants in accordance with the terms of the respective agreements between Contractor and Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any Claimant, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided Owner has paid Contractor said funds and there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor makes payment, directly or indirectly, for all sums legally due in accordance with the terms of the respective agreements between Contractor and Claimants.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have, no later than 90 days after having last performed labor or last furnished materials or equipment for the project, served notice of non-payment to Surety (at the addresses described in Paragraph 12) and sent a copy to Owner and Contractor, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed, and the nature of labor, services, materials or equipment underlying such claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have served a written notice to Contractor of their intent to provide labor, services, materials or equipment for improvement of the project within 45 days after first providing such labor, services, materials or equipment, and have served a written notice to Contractor, and sent a copy thereof to Owner and to Surety, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed, and the nature of labor, services, materials or equipment underlying such claim; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim, or any portion thereof, will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, but within 90 days after having last performed labor or last furnished materials or equipment included in the claim, have served a written notice of non-payment to Surety and sent a copy to Owner and Contractor, stating that a claim is being made under this Bond, enclosing a copy of the previous written notice to Contractor in accordance with subsection 4.2(1), above, and also providing all documentation reasonably necessary to support such claim.
5. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 5.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed, if any, and the basis for challenging any amounts that are disputed.
  - 5.2. Pay or arrange for payment of any undisputed amounts.
6. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
7. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any material change, including changes of time, to the Contract or to related Subcontracts, and purchase orders.

9. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work is located or after the expiration of one year from the date on which the Claimant last performed labor or last furnished materials or equipment for the improvement of the project. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Service of notices to Surety, Owner, or Contractor required under this Bond shall be accomplished in accordance with 713.011 and 713.18, Florida Statutes, and served at the addresses shown on the signature page and in the Bonds.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

11. Upon request of any person or entity claiming to be a Claimant, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. DEFINITIONS

12.1.Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

12.2.Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3.Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

<b>FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker: Owner’s Representative (engineer or other party)</b>	M.E. Wilson, LLC dba Waldorff Insurance & Bonding 1110 NW 6th Street, Gainesville, FL 32601 352-374-7779
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# 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 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, Rebekah F. Sharp, Trava Ridlon, J E S Webb, Kyle F. Fuller, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 March 31, 2026.

State of South Dakota }  
County of Minnehaha } ss



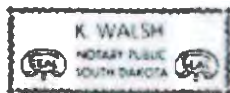
WESTERN SURETY COMPANY

*Larry Kasten*

Larry Kasten, Vice President

On March 31, 2026, before me personally came Larry Kasten, 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



*K. Walsh*

December 4, 2031

K. Walsh, Notary Public

### CERTIFICATE

I, P. Kolsrud, 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-Laws and Resolutions of the corporation printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on April 9, 2026



WESTERN SURETY COMPANY

*P. Kolsrud*

P. Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated on April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

## Stephanie Schackmann

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**From:** Jennifer Kilinski <jennifer@cddlayers.com>  
**Sent:** Tuesday, April 7, 2026 6:42 PM  
**To:** Stephanie Schackmann; Lindsay Moczynski  
**Cc:** payapp; Nicole Parisi; Kristen Thomas; Amy Hembree  
**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

I am OK with that. If you could hold the O'Steen requisitions from transmittal to the trustee until we send you the signed assignment, that would be great. I expect to have it finalized tomorrow, we are waiting on final amounts from the parties to update the blanks and are holding the signature pages in escrow. The CDD already signed.

Thank you so much!

**From:** Stephanie Schackmann <schackmanns@whhassociates.com>  
**Sent:** Tuesday, April 7, 2026 4:29 PM  
**To:** Lindsay Moczynski <lindsay@cddlayers.com>  
**Cc:** payapp <payapp@whhassociates.com>; Jennifer Kilinski <jennifer@cddlayers.com>; Nicole Parisi <parisin@whhassociates.com>; Kristen Thomas <thomask@whhassociates.com>; Amy Hembree <amy@cddlayers.com>  
**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

Great. Thank you. I can go ahead and circulate the 3 we have for signature and then you can get me #4 & 5 when each is ready for processing. Please be sure to include the invoice(s) that makes up the \$2,426.50 referenced on invoice 13649 of the Kilinski requisition once you have the engineer's signature.

If we do not have the assignment agreement executed yet, are we still OK to transmit the O'Steen requisition once we receive it back fully executed?

Best regards,

*Stephanie Spidell Schackmann*

STEPHANIE SCHACKMANN

Staff Accountant

**Wrathell, Hunt and Associates, LLC**

Phone: 561-571-0010, ext. 303

Fax: 561-571-0013

**Mailing Address (for all payments sent via US Mail):**

P.O. Box 810036

Boca Raton, FL 33481

**Physical Address (for all payments sent via express services: FedEx, UPS, etc):**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

# **FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**

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**From:** Lindsay Moczynski <[lindsay@cddlawyers.com](mailto:lindsay@cddlawyers.com)>  
**Sent:** Tuesday, April 7, 2026 10:55 AM  
**To:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>  
**Cc:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>; Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>; Amy Hembree <[amy@cddlawyers.com](mailto:amy@cddlawyers.com)>  
**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

Stephanie,

- Requisition #1 – I still need a copy of the work product acquisition agreement to be used as support for this requisition. Executed package attached. Just need chair’s signature. Will you handle with Jose or would you like us to get his signature?
- Requisition #2 – This one is good to go.
- Requisition #3 - I still need the updated pay applications in the name of the District. As well, if application #6 is good to go, please forward and we’ll get it included on a separate requisition. I am not sure I understand – do you need pay apps 4 and 5 from OBI to be directed to the District instead of Newberry Plaza? I have pay apps 6, 7, and soon 8 for a separate requisition (will be req 4).
- Requisition #4 – I just compiled this for what we have for Kilinski. Invoice 14199 references an outstanding balance of \$3,175.50. If any of those amounts remain outstanding, please forward and we’ll compile an additional requisition. We prepared requisition 5 for the KVV invoices, which is pending engineer’s signature with the correct amount. Attached for your review.



**Lindsay Moczynski**  
Attorney

16009 N. Florida Avenue, Lutz, FL 33549  
O: (877) 350-0372 | D: (352) 318-3385  
[Lindsay@cddlawyers.com](mailto:Lindsay@cddlawyers.com) | [cddlawyers.com](http://cddlawyers.com)

Offices: Tallahassee. Tampa. Jacksonville.

Mailing address:  
517 E. College Avenue, Tallahassee, FL 32301



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---

**From:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>  
**Sent:** Tuesday, April 7, 2026 10:26 AM

To: Lindsay Moczynski <lindsay@cddlawyers.com>  
Cc: payapp <payapp@whhassociates.com>; Nicole Parisi <parisin@whhassociates.com>; Kristen Thomas <thomask@whhassociates.com>; Amy Hembree <amy@cddlawyers.com>  
Subject: RE: Highland Park / Requisitions 1, 2, and 3

Good morning Lindsay,

Just wanted to touch base regarding the Highland Park requisitions.

- Requisition #1 – I still need a copy of the work product acquisition agreement to be used as support for this requisition.
- Requisition #2 – This one is good to go.
- Requisition #3 - I still need the updated pay applications in the name of the District. As well, if application #6 is good to go, please forward and we'll get it included on a separate requisition.
- Requisition #4 – I just compiled this for what we have for Kilinski. Invoice 14199 references an outstanding balance of \$3,175.50. If any of those amounts remain outstanding, please forward and we'll compile an additional requisition.



KILINSKI | VAN WYK

**Kilinski | Van Wyk PLLC**

P.O. Box 6386  
Tallahassee, Florida 32314

Highland Park CDD  
2300 Glades Road, Suite 410W  
Orlando, FL 33431

**INVOICE**

Invoice # 14199  
Date: 02/18/2026  
Due On: 03/20/2026

**Statement of Account**

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
( \$3,175.50	+ \$1,293.00	)-( \$0.00	)= <b>\$4,468.50</b>

Best regards,

*Stephanie Spidell Schackmann*

STEPHANIE SCHACKMANN

Staff Accountant

**Wrathell, Hunt and Associates, LLC**

Phone: 561-571-0010, ext. 303

Fax: 561-571-0013

**Mailing Address (for all payments sent via US Mail):**

P.O. Box 810036  
Boca Raton, FL 33481

**Physical Address (for all payments sent via express services: FedEx, UPS, etc):**

2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**


---

**From:** Lindsay Moczynski <[lindsay@cddlawyers.com](mailto:lindsay@cddlawyers.com)>  
**Sent:** Thursday, March 26, 2026 11:16 AM  
**To:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>  
**Cc:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>; Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>; Amy Hembree <[amy@cddlawyers.com](mailto:amy@cddlawyers.com)>  
**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

Stephanie,

We will send you the fully executed packages once we have them.

Attached is requisition 3 in word for pay apps 4 and 5. I did see pay app 6 come through. I can add that but not sure if you have others.



**Lindsay Moczynski**  
Attorney

16009 N. Florida Avenue, Lutz, FL 33549  
O: (877) 350-0372 | D: (352) 318-3385  
[Lindsay@cddlawyers.com](mailto:Lindsay@cddlawyers.com) | [cddlawyers.com](http://cddlawyers.com)

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---

**From:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>  
**Sent:** Thursday, March 26, 2026 10:01 AM  
**To:** Lindsay Moczynski <[lindsay@cddlawyers.com](mailto:lindsay@cddlawyers.com)>  
**Cc:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>; Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

My comments **below**. As well, please forward the form of requisition in Word when you have a chance. We have additional invoices for requisitions.

Best regards,

*Stephanie Spidell Schackmann*

STEPHANIE SCHACKMANN  
Staff Accountant  
**Wrathell, Hunt and Associates, LLC**  
Phone: 561-571-0010, ext. 303  
Fax: 561-571-0013

**Mailing Address (for all payments sent via US Mail):**

P.O. Box 810036  
Boca Raton, FL 33481

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Boca Raton, FL 33431

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**From:** Lindsay Moczynski <lindsay@cddlawyers.com>

**Sent:** Tuesday, March 24, 2026 10:10 AM

**To:** Stephanie Schackmann <schackmanns@whhassociates.com>; Kristen Thomas <thomask@whhassociates.com>

**Cc:** payapp <payapp@whhassociates.com>; Nicole Parisi <parisin@whhassociates.com>

**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

Good morning,

Wire instructions for the developer are attached. Answers below:

- Requisition #1 – Is there any support for this? **The work product acquisition agreement reflects this amount. – Maybe I just didn't get the whole package? All I have is the form of requisition. I need the work product acquisition agreement.**
- Requisition #2 - Please confirm we do not need anything additional from a legal standpoint for this reimbursement requisition. As well, did you receive the proofs of payment between the vendor and Developer? **I will obtain the proofs of payment.**
- Requisition #3 – Has this contract been assigned to the District? As it stands, we cannot pay this directly to the vendor. **We are working on the signatures and the assignment package should be ready by closing. – Once the assignment takes place, please forward the updated applications.**

Thanks,



**Lindsay Moczynski**  
Attorney

16009 N. Florida Avenue, Lutz, FL 33549  
O: (877) 350-0372 | D: (352) 318-3385  
Lindsay@cddlawyers.com | cddlawyers.com

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---

**From:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>  
**Sent:** Tuesday, March 24, 2026 10:01 AM  
**To:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>; Lindsay Moczynski <[lindsay@cddlattorneys.com](mailto:lindsay@cddlattorneys.com)>  
**Cc:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>  
**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

Thanks. I'll confirm those with O'Steen when we get everything figured out. I will also need wiring instructions for the Developer.

Best regards,

*Stephanie Spidell Schackmann*

STEPHANIE SCHACKMANN

Staff Accountant

**Wrathell, Hunt and Associates, LLC**

Phone: 561-571-0010, ext. 303

Fax: 561-571-0013

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P.O. Box 810036

Boca Raton, FL 33481

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Boca Raton, FL 33431

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---

**From:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Sent:** Tuesday, March 24, 2026 9:17 AM  
**To:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>; [lindsay@cddlattorneys.com](mailto:lindsay@cddlattorneys.com)  
**Cc:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>  
**Subject:** Re: Highland Park / Requisitions 1, 2, and 3

Apologize, resent not reformatted. That's what I get for using Siri.

Thank you,

Kristen Thomas  
District Manager  
Wrathell, Hunt and Associates, LLC  
Phone: 561.571.0010  
Toll Free: 877.276.0889  
Fax: 561.571.0013  
Cell: 561.517.5111  
E-Mail: [thomask@whhassociates.com](mailto:thomask@whhassociates.com)

**Mailing Address (for all payments sent via US Mail):**  
P.O. Box 810036  
Boca Raton, FL 33481

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Boca Raton, FL 33431

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**From:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Sent:** Tuesday, March 24, 2026 9:15:59 AM  
**To:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>; [lindsay@cddlawyers.com](mailto:lindsay@cddlawyers.com) <[lindsay@cddlawyers.com](mailto:lindsay@cddlawyers.com)>  
**Cc:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>; Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Subject:** Re: Highland Park / Requisitions 1, 2, and 3

Stephanie,

I just reformatted the wiring instructions. I sent earlier. Traveling so limited on phone use.

Thank you,

Kristen Thomas  
District Manager  
Wrathell, Hunt and Associates, LLC  
Phone: 561.571.0010  
Toll Free: 877.276.0889  
Fax: 561.571.0013  
Cell: 561.517.5111  
E-Mail: [thomask@whhassociates.com](mailto:thomask@whhassociates.com)

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**From:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>

**Sent:** Tuesday, March 24, 2026 9:13:23 AM

**To:** [lindsay@cddlawyers.com](mailto:lindsay@cddlawyers.com) <[lindsay@cddlawyers.com](mailto:lindsay@cddlawyers.com)>

**Cc:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>; payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>

**Subject:** FW: Highland Park / Requisitions 1, 2, and 3

Good morning Lindsay,

Thanks for circulating Requisitions #1-3. General question – do you have a contact with the Developer who can provide wiring instructions? Specific questions -

- Requisition #1 – Is there any support for this?
- Requisition #2 - Please confirm we do not need anything additional from a legal standpoint for this reimbursement requisition. As well, did you receive the proofs of payment between the vendor and Developer?
- Requisition #3 – Has this contract been assigned to the District? As it stands, we cannot pay this directly to the vendor.

Best regards,

*Stephanie Spidell Schackmann*

STEPHANIE SCHACKMANN

Staff Accountant

**Wrathell, Hunt and Associates, LLC**

Phone: 561-571-0010, ext. 303

Fax: 561-571-0013

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Boca Raton, FL 33431

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---

**From:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Sent:** Monday, March 23, 2026 12:54 PM  
**To:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>  
**Cc:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Subject:** FW: Highland Park / Requisitions 1, 2, and 3

Thank you,

**Kristen Thomas**  
**District Manager**  
**Wrathell, Hunt and Associates, LLC**  
**Phone: 561.571.0010**  
**Toll Free: 877.276.0889**  
**Fax: 561.571.0013**  
**Cell: 561.517.5111**  
**E-Mail: [thomask@whhassociates.com](mailto:thomask@whhassociates.com)**

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---

**From:** Lindsay Moczynski <[lindsay@cddl原因ers.com](mailto:lindsay@cddl原因ers.com)>  
**Sent:** Monday, March 23, 2026 12:24 PM  
**To:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Cc:** Daphne Gillyard <[gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com)>; Amy Hembree <[amy@cddl原因ers.com](mailto:amy@cddl原因ers.com)>; Jennifer Kilinski <[jennifer@cddl原因ers.com](mailto:jennifer@cddl原因ers.com)>  
**Subject:** Highland Park / Requisitions 1, 2, and 3

Kristen,

Please find attached Requisitions 1, 2, and 3 signed by the engineer. Could you please have these reviewed and signed by the Chair, and then have your team hold them to be processed by the Trustee?

Thanks,



**Lindsay Moczynski**

Attorney

16009 N. Florida Avenue, Lutz, FL 33549  
O: (877) 350-0372 | D: (352) 318-3385  
[Lindsay@cddlawyers.com](mailto:Lindsay@cddlawyers.com) | [cddlawyers.com](http://cddlawyers.com)

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**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS**  
**CIV**

**HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2026**

The undersigned, an Authorized Officer of the Highland Park Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, as trustee (the “Trustee”), dated as of March 1, 2026 (the “Master Indenture”), as amended and supplemented by that certain First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2026 (the Master Indenture as amended and supplemented is hereinafter referred to as the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 4
- (B) Name of Payee: O’Steen Brothers, Inc.
- (C) Amount Payable: \$2,041,954.25
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Construction of Improvements related to the Capital Improvement Plan (specifically Phases 1, 2 and 3)
- (E) Fund or Account and subaccount, if any, from which disbursement to be made:

*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account; and
- 3. each disbursement represents a Cost of the Project which has not previously been paid.

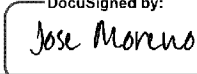
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

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

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

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

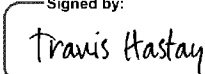
HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT

By:   
Authorized Officer

Date: 4/10/2026

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

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of Capital Improvement Plan (specifically Phases 1, 2 and 3) of the District's Project, and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project, with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

  
Travis J. Hastay, P.E.  
Consulting Engineer

Enclosures: Pay Requests Nos. 6, 7 and 8, and unpaid interest



**APPLICATION AND CERTIFICATE FOR PAYMENT**

<b>TO OWNER:</b> Newberry Plaza LLC 902 S Friendswood Dr, Suite E Friendswood, TX 77546	<b>PROJECT:</b> Highland Park Residential	<b>APPLICATION #</b> 6 <b>PERIOD TO:</b> 2/28/2026 <b>PROJECT NOS:</b> Highland Park Residential	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> O'STEEN BROTHERS, INC. PO Box 200 Micanopy, FL 32667	<b>VIA ARCHITECT:</b>	<b>CONTRACT DATE:</b>	

**INVOICE NO: 139241**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

<b>1. ORIGINAL CONTRACT SUM</b> _____	\$	7,200,000.00
<b>2. NET CHANGE BY CHANGE ORDERS</b> _____	\$	83,049.74
<b>3. CONTRACT SUM TO DATE (Line 1 +/- 2)</b> _____	\$	7,283,049.74
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> _____	\$	4,466,593.45
<b>5. RETAINAGE:</b>		
a. <u>10</u> of Completed Work (Columns D+E on Continuation Sheet)		446,659.37
b. <u>0</u> of Stored Material (Column F on Continuation Sheet)		0.00
<b>Total Retainage</b> _____ (Line 5a + 5)	\$	446,659.37
<b>6. TOTAL EARNED LESS RETAINAGE</b> _____ (Line 4 less Line 5 Total)	\$	4,019,934.08
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> _____ (Line 6 from prior Certificate)	\$	3,367,493.70
<b>8. CURRENT PAYMENT DUE</b> _____	\$	652,440.38
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> _____ (Line 3 less Line 6)	\$	3,263,115.66

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

CONTRACTOR O'STEEN BROTHERS, INC.

By: [Signature] Date: 2/23/2026

State of: FLORIDA

County of: ALACHUA

Subscribed and sworn to before me this 25<sup>TH</sup> day of FEBRUARY 2026

Notary Public: [Signature]



**ROBERT SALYERS**  
 Notary Public  
 State of Florida  
 Comm# HH351039  
 Expires 1/19/2027

My Commission expires:

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

**AMOUNT CERTIFIED** \_\_\_\_\_ \$ 652,440.38

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

By: [Signature] Date: March 3, 2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes in previous months	83,049.74	0.00
Total approved this Month	0.00	0.00
TOTALS	83,049.74	0.00
NET CHANGES by Change Order	83,049.74	



ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 6  
 APPLICATION DATE: 2/25/2026  
 PERIOD TO: 2/28/2026  
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
4	1: General Conditions	50,412.50	25,391.25	4,440.00	0.00	29,831.25	59	20,581.25	2,983.13
9	2: SWPPP Compliance	20,176.56	10,236.28	1,869.66	0.00	12,105.94	60	8,070.62	1,210.59
14	3: Earthwork	648,502.05	551,976.00	0.00	0.00	551,976.00	85	96,526.05	55,197.60
18	4: Lot Grading	469,874.53	304,612.35	0.00	0.00	304,612.35	65	165,262.18	30,461.24
23	5: Paving	883,042.38	177,381.61	59,127.20	0.00	236,508.81	27	646,533.57	23,650.88
29	6: Concrete	930,020.08	322,698.64	239,813.99	0.00	562,512.63	60	367,507.45	56,251.27
30	7: Site Electric	506,445.36	126,611.34	50,644.54	0.00	177,255.88	35	329,189.48	17,725.59
31	8: Storm Sewer	1,470,838.70	882,503.22	73,541.94	0.00	956,045.16	65	514,793.54	95,604.52
32	9: Domestic Water	752,134.63	376,067.32	75,213.46	0.00	451,280.78	60	300,853.85	45,128.08
33	10: Sanitary Sewer	1,468,553.21	881,131.93	220,282.98	0.00	1,101,414.91	75	367,138.30	110,141.49
34	CO-01: Undercut lots	45,230.00	45,230.00	0.00	0.00	45,230.00	100	0.00	4,523.00
35	CO-02: Added water valves	13,710.47	13,710.47	0.00	0.00	13,710.47	100	0.00	1,371.05
36	CO-03: Engineering changes to water	24,109.27	24,109.27	0.00	0.00	24,109.27	100	0.00	2,410.93
SUBTOTALS PAGE 2		7,283,049.74	3,741,659.68	724,933.77	0.00	4,466,593.45	61	2,816,456.29	446,659.37

March 3, 2026

Paul Grohman  
Newberry Plaza, LLC  
902 S. Friendswood Drive, Ste. E  
Friendswood, TX 77546

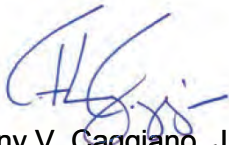
Re: Highland Park  
Pay Request No. 6

Dear Mr. Grohman:

We have reviewed pay request application No. 6; dated February 25, 2026, for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of \$52,440.38 \$724,33.77 10  
**Retainage**

We hope that this letter meets your request for review of pay application No. 6. Should you have any questions or need additional information, please feel free to call.

Sincerely,  
**NV5, Inc.**



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

N:\2022\22-0424\Departments\05-Construction\Pay Applications\Residential\Pay App #6\NV5 Pay Request Cover Letter.docx



**APPLICATION AND CERTIFICATE FOR PAYMENT**

<b>TO OWNER:</b> Newberry Plaza LLC 902 S Friendswood Dr, Suite E Friendswood, TX 77546	<b>PROJECT:</b> Highland Park Residential	<b>APPLICATION #</b> 7	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> O'STEEN BROTHERS, INC. PO Box 200 Micanopy, FL 32667	<b>VIA ARCHITECT:</b>	<b>PERIOD TO:</b> 3/31/2026	
		<b>PROJECT NOS:</b> Highland Park Residential	
		<b>CONTRACT DATE:</b>	
		<b>INVOICE NO:</b> 139420	

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	7,200,000.00
2. NET CHANGE BY CHANGE ORDERS	\$	284,942.52
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	7,484,942.52
4. TOTAL COMPLETED & STORED TO DATE	\$	4,961,714.68
5. RETAINAGE:		
a. 0 of Completed Work (Column D+E on Continuation Sheet)		0.00
b. 0 of Stored Material (Column F on Continuation Sheet)		0.00
<b>Total Retainage</b> (Line 5a + 5)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	4,961,714.68
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	4,019,934.08
8. CURRENT PAYMENT DUE	\$	941,780.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	2,523,227.84

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

CONTRACTOR: O'STEEN BROTHERS, INC.

By: [Signature] Date: 3/30/2026

State of: FL  
County of: Alachua

Subscribed and sworn to before me this 30 day of March, 2026

Notary Public: [Signature]  
ROBERT SALTERS  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 941,780.60

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

By: [Signature] Date: April 06, 2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes in previous months	83,049.74	0.00
Total approved this Month	201,892.78	0.00
<b>TOTALS</b>	<b>284,942.52</b>	<b>0.00</b>
NET CHANGES by Change Order	284,942.52	



ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: /  
 APPLICATION DATE: 3/30/2026  
 PERIOD TO: 3/31/2026  
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D + E + F)	H % (G/C)	I Balance To Finish (C - G)	J Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
4	1: General Conditions	50,412.50	29,831.25	2,844.38	0.00	32,675.63	65	17,736.87	0.00
9	2: SWPPP Compliance	20,176.56	12,105.94	3,026.49	0.00	15,132.43	75	5,044.13	0.00
14	3: Earthwork	648,502.05	551,976.00	0.00	0.00	551,976.00	85	96,526.05	0.00
18	4: Lot Grading	469,874.53	304,612.35	0.00	0.00	304,612.35	65	165,262.18	0.00
23	5: Paving	883,042.38	236,508.81	134,973.16	0.00	371,481.97	42	511,560.41	0.00
29	6: Concrete	930,020.08	562,512.63	159,255.36	0.00	721,767.99	78	208,252.09	0.00
30	7: Site Electric	506,445.36	177,255.88	0.00	0.00	177,255.88	35	329,189.48	0.00
31	8: Storm Sewer	1,470,838.70	956,045.16	73,541.93	0.00	1,029,587.09	70	441,251.61	0.00
32	9: Domestic Water	752,134.63	451,280.78	75,213.46	0.00	526,494.24	70	225,640.39	0.00
33	10: Sanitary Sewer	1,468,553.21	1,101,414.91	0.00	0.00	1,101,414.91	75	367,138.30	0.00
34	CO-01: Undercut lots	45,230.00	45,230.00	0.00	0.00	45,230.00	100	0.00	0.00
35	CO-02: Added water valves	13,710.47	13,710.47	0.00	0.00	13,710.47	100	0.00	0.00
36	CO-03: Engineering changes to water	24,109.27	24,109.27	0.00	0.00	24,109.27	100	0.00	0.00
37	CO-04: Added apron	5,870.00	0.00	5,870.00	0.00	5,870.00	100	0.00	0.00
38	CO-05: Paving change to 2 lifts	134,654.82	0.00	40,396.45	0.00	40,396.45	30	94,258.37	0.00
39	CO-06: Phase I bond	61,367.96	0.00	0.00	0.00	0.00	0	61,367.96	0.00
SUBTOTALS PAGE 2		7,484,942.52	4,466,593.45	495,121.23	0.00	4,961,714.68	66	2,523,227.84	0.00

April 6, 2026

Paul Grohman  
Newberry Plaza, LLC  
902 S. Friendswood Drive, Ste. E  
Friendswood, TX 77546

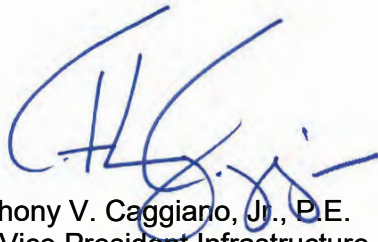
Re: Highland Park  
Pay Request No. 7

Dear Mr. Grohman:

We have reviewed pay request application No. 7; dated March 31, 2026, for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$941,780.60 (Includes Release of 10% Retainage)**.

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

Sincerely,  
**NV5, Inc.**



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

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**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER: Newberry Plaza LLC 902 S Friendswood Dr, Suite E Friendswood, TX 77546	PROJECT: Highland Park Residential	APPLICATION # 8	Distribution to: OWNER <input type="checkbox"/>
FROM CONTRACTOR: O'STEEN BROTHERS, INC. PO Box 200 Micanopy, FL 32667	VIA ARCHITECT:	PERIOD TO: 4/9/2026	ARCHITECT <input type="checkbox"/>
		PROJECT NOS: Highland Park Residential	CONTRACTOR <input type="checkbox"/>
		CONTRACT DATE:	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

INVOICE NO: 139490

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	7,200,000.00
2. NET CHANGE BY CHANGE ORDERS	\$	434,641.37
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	7,634,641.37
4. TOTAL COMPLETED & STORED TO DATE	\$	5,331,696.51
<b>5. RETAINAGE:</b>		
a. 0 of Completed Work (Columns D+E on Continuation Sheet)		0.00
b. 0 of Stored Material (Column F on Continuation Sheet)		0.00
<b>Total Retainage</b> (Line 5a + 5)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	5,331,696.51
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	4,961,714.68
8. CURRENT PAYMENT DUE	\$	369,981.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	2,302,944.86

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

CONTRACTOR: O'STEEN BROTHERS, INC.

By: [Signature] Date: 4/10/2026

State of: FL  
County of: Alachua

Subscribed and sworn to before me this 10 day of April, 2026

Notary Public: [Signature]



ROBERT SALYERS  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

My Commission expires:

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 369,981.83

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

By: [Signature] Date: April 7, 2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes in previous months	284,942.52	0.00
Total approved this Month	149,698.85	0.00
<b>TOTALS</b>	<b>434,641.37</b>	<b>0.00</b>
NET CHANGES by Change Order	434,641.37	



ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 8  
 APPLICATION DATE: 4/6/2026  
 PERIOD TO: 4/9/2026  
 ARCHITECT'S PROJECT NO.

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			D From Previous Application (D + E)	E This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
4	1: General Conditions	50,412.50	32,675.63	0.00	0.00	32,675.63	65	17,736.87	0.00
9	2: SWPPP Compliance	20,176.56	15,132.43	0.00	0.00	15,132.43	75	5,044.13	0.00
14	3: Earthwork	648,502.05	551,976.00	0.00	0.00	551,976.00	85	96,526.05	0.00
18	4: Lot Grading	469,874.53	304,612.35	0.00	0.00	304,612.35	65	165,262.18	0.00
23	5: Paving	883,042.38	371,481.97	0.00	0.00	371,481.97	42	511,560.41	0.00
29	6: Concrete	930,020.08	721,767.99	0.00	0.00	721,767.99	78	208,252.09	0.00
30	7: Site Electric	506,445.36	177,255.88	0.00	0.00	177,255.88	35	329,189.48	0.00
31	8: Storm Sewer	1,470,838.70	1,029,587.09	0.00	0.00	1,029,587.09	70	441,251.61	0.00
32	9: Domestic Water	752,134.63	526,494.24	0.00	0.00	526,494.24	70	225,640.39	0.00
33	10: Sanitary Sewer	1,468,553.21	1,101,414.91	220,282.98	0.00	1,321,697.89	90	146,855.32	0.00
34	CO-01: Undercut lots	45,230.00	45,230.00	0.00	0.00	45,230.00	100	0.00	0.00
35	CO-02: Added water valves	13,710.47	13,710.47	0.00	0.00	13,710.47	100	0.00	0.00
36	CO-03: Engineering changes to water	24,109.27	24,109.27	0.00	0.00	24,109.27	100	0.00	0.00
37	CO-04: Added apron	5,870.00	5,870.00	0.00	0.00	5,870.00	100	0.00	0.00
38	CO-05: Paving change to 2 lifts	134,654.82	40,396.45	0.00	0.00	40,396.45	30	94,258.37	0.00
39	CO-06: Phase I completion bond	61,367.96	0.00	0.00	0.00	0.00	0	61,367.96	0.00
40	CO-07: P&P bond	149,698.85	0.00	149,698.85	0.00	149,698.85	100	0.00	0.00
SUBTOTALS PAGE 2		7,634,641.37	4,961,714.68	369,981.83	0.00	5,331,696.51	70	2,302,944.86	0.00



PO Box 200  
 Micanopy, FL 32667  
 Phone: 352-376-1634  
 Fax: 352-373-7642

Invoice: **139489**

*Philippians 4:13 - "I can do all things through Christ which strengtheneth me."*

SOLD TO Newberry Plaza LLC  
 902 S Friendswood Dr, Suite E  
 Friendswood, TX 77546

SHIP TO

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	DUE DATE	INVOICE DATE	PAGE
NEWBER01				5/9/2026	4/9/2026	1

Interest due on payment schedule

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
OTHER	1.00	Simple interest on schedule attached	77,751.44	77,751.44*

\* MEANS ITEM IS NON-TAXABLE

**TOTAL AMOUNT**

**77,751.44**

April 7, 2026

Paul Grohman  
Newberry Plaza, LLC  
902 S. Friendswood Drive, Ste. E  
Friendswood, TX 77546

Re: Highland Park  
Pay Request No. 8

Dear Mr. Grohman:

We have reviewed pay request application No. 8; dated April 6, 2026, for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of \$30,81.83.

We hope that this letter meets your request for review of pay application No. 8. Should you have any questions or need additional information, please feel free to call.

Sincerely,  
**NV5, Inc.**



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

N:\2022\22-0424\Departments\05-Construction\Pay Applications\Residential\Pay App #8\NV5 Pay Request Cover Letter.docx

## Office .

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**From:** Office .  
**Sent:** Wednesday, April 1, 2026 5:04 PM  
**To:** 'Amanda Smith'  
**Cc:** Tommy Miles; Paul Grohman; Henry Fuentes  
**Subject:** RE: Highland Park CDD - Construction Funding Agreement (signature request)

Hi Amanda,  
Well, this is a bit ugly but here goes.

September draw (516,861.55) was given a 30 day automatic extension and was due 11/15/2025  
250,000.00 of that was paid on 1/14/2026  
 $250,000.00 \times 10\% \times 60/365 \text{ days} = 4,109.59$   
266,861.55 of that was paid on 2/9/2026  
 $266,861.55 \times 10\% \times 86/365 \text{ days} = 6,287.70$

October draw (1,133,901.73) was due on 11/15/2025  
286,300.95 of that was paid on 2/9/2026  
 $286,300.95 \times 10\% \times 86/365 \text{ days} = 6,745.72$   
847,600.78 of that was paid on 2/20/2026  
 $847,600.78 \times 10\% \times 97/365 \text{ days} = 22,525.28$

November draw (517,817.29) was due on 12/15/2025 and was paid on 2/20/2026  
 $517,817.29 \times 10\% \times 67/365 \text{ days} = 9,505.14$

December draw (788,913.41) was due on 1/15/2026 and will be paid on 4/9/2026  
 $788,913.41 \times 10\% \times 84/365 \text{ days} = 18,155.82$

January draw (409,999.72) was due on 2/15/2026 and will be paid on 4/9/2026  
 $409,999.72 \times 10\% \times 53/365 \text{ days} = 5,953.42$

February draw (652,440.38) was due on 3/15/2026 and will be paid on 4/9/2026  
 $652,440.38 \times 10\% \times 25/365 \text{ days} = 4,468.77$

March draw (941,780.60) is due on 4/15/2026 and will be paid timely on 4/9/2026

Total due is **77,751.44**

Which is a lot. On the other hand had the owner been able to do what they had planned to do and paid Sep, Oct and Nov draws in December it would have looked like this:

If the September draw (516,861.55) which was due on 11/15/2026 was paid on 12/15/2026  
And the October draw (1,133,901.73) which was also due on 11/15/2026 was paid on 12/15/2026  
And the November draw (517,817.29) which was due on 12/15/2026 was paid on 12/15/2026  
The interest would be:  $1,650,763.28 \times 10\% \times 30/365 = 13,567.92$

Anyway, my head hurts so I'm going to head home.

Thanks a bunch,  
David

**From:** Amanda Smith <amanda@gromaxtexas.com>  
**Sent:** Wednesday, April 1, 2026 3:50 PM  
**To:** Office . <office@obidirt.com>  
**Cc:** Tommy Miles <tmiles@topdollarfla.com>; Paul Grohman <paul@gromaxtexas.com>; Henry Fuertes <Henry@gromaxtexas.com>  
**Subject:** RE: Highland Park CDD - Construction Funding Agreement (signature request)

Hey David,

I will work with Paul & Henry on getting you an answer to your question, but in the meantime, please send a Pay App for the interest on the outstanding balance. These are reviewed and signed off by several different people so please get that to me as soon as you can so we can make sure to get that paid at closing.

Thanks,  
Amanda

**From:** Office . <office@obidirt.com>  
**Sent:** Wednesday, April 1, 2026 2:28 PM  
**To:** Amanda Smith <amanda@gromaxtexas.com>  
**Cc:** Tommy Miles <tmiles@topdollarfla.com>; Paul Grohman <paul@gromaxtexas.com>; Henry Fuertes <Henry@gromaxtexas.com>  
**Subject:** RE: Highland Park CDD - Construction Funding Agreement (signature request)

Hi Amanda,

I'm about to send an email to include the CDD people regarding my phone conversation with our bonding company. The readers digest is if we move forward with this CDD (which I don't know of any other option but to move forward), the bond will need to be for the whole contract amount. I'll go into detail in that email.

My current question is this: Is the CDD money enough to finish the job?

What is owed OBI at the 4/9 closing is 2,793,134.11 plus interest (I guess I need to work on figuring that)

Balance to finish on our current contract is 2,523,227.84

P&P bond premium required by the CDD will be 149,698.85

**ASSIGNMENT OF CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

Assignor: Newberry Plaza, LLC (“Assignor”)  
Owner/Assignee: Highland Park Community Development District (“Assignee” or “District”)  
Contractor: O’Steen Brothers, Inc. (“Contractor”)  
Contract: Agreement between Owner and Contractor for Construction Contract (Stipulated Price) – Residential Phases 1, 2, 3 – Site/Civil Infrastructure (“Contractor Agreement” or “Project”)

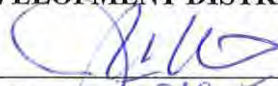
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the 9th day of April 2026 (“Effective Date”).

**O’STEEN BROTHERS, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Name: Jose I. Moreno  
Title: Chairperson

**NEWBERRY PLAZA, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - **Exhibit A:** Contractor Proposal
  - **Exhibit B:** Assignment Addendum
  - **Exhibit C:** Scrutinized Companies Statement
  - **Exhibit D:** Public Entity Crimes Statement
  - **Exhibit E:** Trench Safety Act Statements
  - **Exhibit F:** Discrimination Statement
  - **Exhibit G:** Human Trafficking Affidavit
  - **Exhibit H:** Performance Bond
  - **Exhibit I:** Payment Bond

**ASSIGNMENT OF CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

Assignor: Newberry Plaza, LLC ("Assignor")  
Owner/Assignee: Highland Park Community Development District ("Assignee" or "District")  
Contractor: O'Steen Brothers, Inc. ("Contractor")  
Contract: Agreement between Owner and Contractor for Construction Contract (Stipulated Price) – Residential Phases 1, 2, 3 – Site/Civil Infrastructure ("Contractor Agreement" or "Project")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor's rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the 9th day of April 2026.


**O'STEEN BROTHERS, INC.**

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

**NEWBERRY PLAZA, LLC**

By:   
Printed Name: Paul Cronman  
Title: Manager

**EXHIBITS:**

- Developer's Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor's Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - Exhibit A: Contractor Proposal
  - Exhibit B: Assignment Addendum
  - Exhibit C: Scrutinized Companies Statement
  - Exhibit D: Public Entity Crimes Statement
  - Exhibit E: Trench Safety Act Statements
  - Exhibit F: Discrimination Statement
  - Exhibit G: Human Trafficking Affidavit
  - Exhibit H: Performance Bond
  - Exhibit I: Payment Bond

**ASSIGNMENT OF CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

Assignor: Newberry Plaza, LLC (“Assignor”)  
Owner/Assignee: Highland Park Community Development District (“Assignee” or “District”)  
Contractor: O’Steen Brothers, Inc. (“Contractor”)  
Contract: Agreement between Owner and Contractor for Construction Contract (Stipulated Price) – Residential Phases 1, 2, 3 – Site/Civil Infrastructure (“Contractor Agreement” or “Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the 9th day of April 2026 (“Effective Date”).

**O’STEEN BROTHERS, INC.**

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Printed Name: David C. O'Steen  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

**NEWBERRY PLAZA, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - **Exhibit A:** Contractor Proposal
  - **Exhibit B:** Assignment Addendum
  - **Exhibit C:** Scrutinized Companies Statement
  - **Exhibit D:** Public Entity Crimes Statement
  - **Exhibit E:** Trench Safety Act Statements
  - **Exhibit F:** Discrimination Statement
  - **Exhibit G:** Human Trafficking Affidavit
  - **Exhibit H:** Performance Bond
  - **Exhibit I:** Payment Bond

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

STATE OF Texas  
COUNTY OF Galveston

BEFORE ME, the undersigned, personally appeared Paul Grohman of Newberry Plaza, LLC ("Developer"), who, after being first duly sworn, deposes and says:

- (i) I, Paul Grohman, serve as designated representative for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Highland Park Community Development District ("District") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("Contractor Agreement") between Developer and O'Steen Brothers, Inc. ("Contractor"), dated on or around November 20, 2025, including all change orders approved to date, and attached hereto as Exhibit A, either
- a.  was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or
- b.  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 an assignment of the Contractor 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 assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract 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
- a.  furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as Exhibit C; or
- b.  was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or
- c.  Developer will furnish a demand note agreement in satisfactory form to the District.
- (vi) Developer
- a.  represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement; or


b. \_\_\_\_\_ 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 there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

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 1<sup>st</sup> day of April 2026.

NEWBERRY PLAZA, LLC,  
a Florida limited liability company

By   
Printed Name: Paul Grohman  
Title: Manager

STATE OF Texas  
COUNTY OF Galveston

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 1 day of April 2026 by Paul Grohman, as Manager of Newberry Plaza, LLC, who is personally known to me or  produced \_\_\_\_\_ as identification

  
(Official Notary Signature)  
Name:  
Personally Known  
OR Produced Identification  
Type of Identification

[notary seal]



**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, O'Steen Brothers, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The agreement Newberry Plaza, LLC, and Contractor ("**Contractor Agreement**") dated on or around November 20, 2025 has been assigned to the Highland Park Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a.   X   Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b.        Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.
- (iii) Contractor represents and warrants that, as of April 9 2026, all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.

Executed this   8   day of April 2026.

**O'STEEN BROTHERS, INC.,**  
a Florida corporation


  
By: David Geiger  
Its: President

STATE OF FLORIDA  
COUNTY OF   Alachua  

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this   8<sup>th</sup>   day of April 2026 by David Geiger, as President of O'Steen Brothers, Inc., who [ ] is personally known to me or [ ] produced   SELF   as identification.



[notary seal]

  
\_\_\_\_\_  
(Official Notary Signature)  
Name:  
Personally Known  
OR Produced Identification  
Type of Identification

**ADDENDUM TO CONTRACTOR AGREEMENT  
RESIDENTIAL PHASES 1, 2, 3  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

1. **ASSIGNMENT.** This Addendum (“**Addendum**”) applies to that certain *Agreement between Owner and Contractor for Construction Contract (Stipulated Price)* dated on or around November 20, 2025 (“**Contract**”) between Newberry Plaza, LLC (“**Developer**”) and O’Steen Brothers, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. The District affirms to Contractor that through the issuance of tax-exempt bonds and a construction funding agreement with the Developer, it has, or will have, sufficient funds to pay Contractor the Contract balance remaining after assignment, and before requesting or requiring Contractor to perform any additional or changed work that will increase the Contract amount existing as of the closing date.

3. Contractor shall submit a Payment Application to Owner and the District, to reflect the value of the labor, services, materials and equipment provided for the improvement of the project through April 9, 2026, including retainage, plus a Payment Application for the Payment and Performance Bond premium. Developer further agrees that interest on past-due payments in the amount of \$77,751.44 is due and owing to Contractor, for which Contractor shall provide Developer and the District a separate Interest Invoice. Developer and/or the District, as applicable, shall pay, or cause to be paid to, Contractor the full amount due Contractor according to the Payment Application, including all retainage, plus the Payment and Performance Bond premium Payment Application, plus the Interest Invoice, on or around April 9, 2026. Kilinski | Van Wyk PLLC shall hold the signed Assignment documents in escrow pending the District’s tax-exempt bond closing on April 9, 2026, and such assignment shall become effective upon such closing and Contractor’s receipt of payment of the aforementioned Payment Applications amount, plus Interest Invoice amount. After exchange of the Assignment documents and payment of the outstanding Payment Application amounts plus the Interest Invoice in the total amount of \$3,240,867.38, Contractor and the District agree that each shall be bound to the other under the Contract, wherein and thereafter the District shall assume the role of “Owner,” and each shall perform their remaining obligations under the Contract and this Addendum and associated Assignment documents.

4. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before re-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 Alachua County, Florida, a payment and performance bond 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*. Such bond and/or security shall be for 100% of the project cost. The Performance Bond shall be in effect for one 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, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond. The Developer will also record in the Alachua County Official Records, a Termination of the Notice of Commencement that was recorded on August 21, 2025, at OR #5229 PG #1952 et seq., as amended by the Amended and Restated Notice of Commencement recorded on December 18, 2025, at OR #5248, Page #823 et seq.

5. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, and staff 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, after ten (10) business days written notice to Contractor, 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.

**6. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other conflicting 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 submit its Payment Applications to Wrathell Hunt & Associates, as agent of the District, via electronic mail, at: [payapp@whhassociates.com](mailto:payapp@whhassociates.com), copy District Engineer, Travis Hasty, at [travis.hastay@nv5.com](mailto:travis.hastay@nv5.com). Contractor shall make payments due to subcontractors and materialmen and laborers in accordance with the terms of the agreements between said parties, but as to undisputed payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. To the extent the Contract is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, *Florida Statutes*, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

**7. RETAINAGE.** The following provision addresses the holding of retainage under the Contract: Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all required documents, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, *Florida Statutes*.

**8. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall include the District and its supervisors, officers and staff (together, the "**Indemnitees**"). 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 Three Million Dollars (\$3,000,000), 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.

**9. 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 and verify the exact manner, method, and requirements for acquiring any such 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 materials and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**10. 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 Contract if the Contractor does not transfer the records to the District.
- d. Upon completion of this Contract, transfer to the District, for a reasonable charge not exceeding those provided in Chapter 119, *Florida Statutes*, 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 Contract, 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 Contract, 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. Notwithstanding this section, or Chapter 119, *Florida Statutes*, Contractor shall be entitled to retain a copy of any and all project documents necessary or customarily retained by contractors for accounting, bonding, legal or other commercially reasonable practices.

**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 (561) 571-0010, OR BY EMAIL AT GILLYARDD@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**11. 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.

**12. NOTICES.** Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District: Highland Park 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: Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

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

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

**15. 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 E**.

**16. DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit F**.

**18. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work after the Effective Date, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.


In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District or demonstrate that such subcontractor did not violate Section 448.095, *Florida Statutes*. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. As to subcontractors/suppliers that were under contract with Contractor prior to the Closing Date, Contractor shall be entitled to, and the District shall pay Contractor, any additional costs incurred and grant a time extension for any delays experienced in retaining a suitable replacement subcontractor/supplier due to such termination. The District shall issue a written Change Order, adjusting the Contract Amount and time, if and as appropriate. As to subcontractors/suppliers that come under contract with Contractor after the Closing Date, Contractor shall not be entitled to reimbursement of additional costs or an extension of time incurred due to such termination. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

**O'STEEN BROTHERS, INC.**

\_\_\_\_\_  
By: David Geiger  
Its: President

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
By: Jose E. Moreno  
Its: Chairperson

- Exhibit A:** Original Contract
- Exhibit B:** Assignment Addendum
- Exhibit C:** Scrutinized Companies Statement
- Exhibit D:** Public Entity Crimes Statement
- Exhibit E:** Trench Safety Act Statements
- Exhibit F:** Discrimination Statement
- Exhibit G:** Human Trafficking Affidavit
- Exhibit H:** Performance Bond
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**18. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work after the Effective Date, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District or demonstrate that such subcontractor did not violate Section 448.095, *Florida Statutes*. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. As to subcontractors/suppliers that were under contract with Contractor prior to the Closing Date, Contractor shall be entitled to, and the District shall pay Contractor, any additional costs incurred and grant a time extension for any delays experienced in retaining a suitable replacement subcontractor/supplier due to such termination. The District shall issue a written Change Order, adjusting the Contract Amount and time, if and as appropriate. As to subcontractors/suppliers that come under contract with Contractor after the Closing Date, Contractor shall not be entitled to reimbursement of additional costs or an extension of time incurred due to such termination. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

**O'STEEN BROTHERS, INC.**

  
By: David Geiger  
Its: President

**HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

- Exhibit A:** Original Contract
- Exhibit B:** Assignment Addendum
- Exhibit C:** Scrutinized Companies Statement
- Exhibit D:** Public Entity Crimes Statement
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EXHIBIT C

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,  
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED  
COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM  
ENERGY SECTOR LIST**

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

1. This sworn statement is submitted to the Highland Park Community Development District by David Geiger, President (print individual's name and title), who is over eighteen (18) years of age and competent to testify as to the matters contained herein, and am authorized to make this Sworn Statement on behalf of O'Steen Brothers, Inc. ("Contractor"), Contractor's business address is: 305 US 441, Micanopy, FL 32667.
2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with Newberry Plaza, LLC, to the Highland Park Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and that it does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Highland Park Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*.

By: [Signature]  
Name: David Geiger  
Title: President, O'Steen Brothers, Inc.

STATE OF FLORIDA  
COUNTY OF Alachua

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 8<sup>TH</sup> day of April 2026, by David Geiger, as President of O'Steen Brother, Inc.. who [ ] is personally known to me or [ ] produced SELF as identification.



ROBERT SALYERS  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

[Signature]

(Official Notary Signature & Seal)

Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

(SEAL)

**EXHIBIT D**


**SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to Highland Park Community Development District.
2. I, David Geiger (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President (print individual's title) for O'Steen Brothers, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 305 US 441, Micanopy, FL 32667.
4. Contractor's Federal Employer Identification Number (FEIN) is 59-1366875

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

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

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been

charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

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

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

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

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR. AS TO SUBCONTRACTORS/SUPPLIERS THAT WERE UNDER CONTRACT WITH CONTRACTOR PRIOR TO THE CLOSING DATE, CONTRACTOR SHALL BE ENTITLED TO, AND THE DISTRICT SHALL PAY CONTRACTOR, ANY ADDITIONAL COSTS INCURRED AND GRANT A TIME EXTENSION FOR ANY DELAYS EXPERIENCED IN RETAINING A SUITABLE REPLACEMENT SUBCONTRACTOR/SUPPLIER DUE TO SUCH TERMINATION. THE DISTRICT SHALL ISSUE A WRITTEN CHANGE ORDER, ADJUSTING THE CONTRACT AMOUNT AND TIME, IF AND AS APPROPRIATE. AS TO SUBCONTRACTORS/SUPPLIERS THAT COME UNDER CONTRACT WITH CONTRACTOR AFTER THE CLOSING DATE, CONTRACTOR SHALL NOT BE ENTITLED TO REIMBURSEMENT OF ADDITIONAL COSTS OR AN EXTENTION OF TIME INCURRED DUE TO SUCH TERMINATION.

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

Dated this 8 day of April 2026.

**O'STEEN BROTHERS, INC.**

Subcontractor: [Signature]

By: David Geiger  
Title: President

STATE OF FLORIDA  
COUNTY OF Dade

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of April 2026, by David Geiger, as President of O'Steen Brother, Inc., who [ ] is personally known to me or [ ] produced SELF as identification.



ROBERT SALYERS  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

[Signature]  
(Official Notary Signature & Seal)

Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

(SEAL)

EXHIBIT E

**TRENCH SAFETY ACT COMPLIANCE STATEMENT  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

**INSTRUCTIONS**

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

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

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
Three hundred seventy thousand Dollars \$ 370,000.00  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this 8 day of April 2026.

Contractor: **O'STEEN BROTHERS, INC.**

[Signature]  
By: David Geiger  
Title: President

STATE OF FLORIDA  
COUNTY OF Alachua

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of April 2026, by David Geiger, as President of O'Steen Brother, Inc., who [ ] is personally known to me or [ ] produced SELF as identification.

[Signature]

(Official Notary Signature & Seal)



**ROBERT SALYERS**  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

(SEAL)

Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**  
**HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

**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 <sup>1</sup>	Item Total Cost
<i>bending; sloping trench</i>			<i>370,000</i>
<b>Project Total</b>			<i>370,000</i>

Dated this 8 day of April 2026.

**O'STEEN BROTHERS, INC.**



By: David Geiger  
 Title: President

STATE OF FLORIDA  
 COUNTY OF Alachua

SWORN AND SUBSCRIBED to before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of April 2026, by David Geiger, as President of **O'Steen Brothers, Inc.**, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.



Signature of Notary Public taking acknowledgement

[notary seal]



**ROBERT SALYERS**  
 Notary Public  
 State of Florida  
 Comm# HH351039  
 Expires 1/19/2027

My Commission Expires: 1-19-27

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**EXHIBIT F**

**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,  
ON DISCRIMINATION  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

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

1. This sworn statement is submitted to Highland Park Community Development District.
2. I, David Geiger (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President (print individual's title) for O'Steen Brothers, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 305 US 441, Micanopy, FL 32667.
4. Contractor's Federal Employer Identification Number (FEIN) is 52-1366875

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

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of an entity that discriminated; or
  - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list 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.

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



Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

\_\_\_\_\_ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR. AS TO SUBCONTRACTORS/SUPPLIERS THAT WERE UNDER CONTRACT WITH CONTRACTOR PRIOR TO THE CLOSING DATE, CONTRACTOR SHALL BE ENTITLED TO, AND THE DISTRICT SHALL PAY CONTRACTOR, ANY ADDITIONAL COSTS INCURRED AND GRANT A TIME EXTENSION FOR ANY DELAYS EXPERIENCED IN RETAINING A SUITABLE REPLACEMENT SUBCONTRACTOR/SUPPLIER DUE TO SUCH TERMINATION. THE DISTRICT SHALL ISSUE A WRITTEN CHANGE ORDER, ADJUSTING THE CONTRACT AMOUNT AND TIME, IF AND AS APPROPRIATE. AS TO SUBCONTRACTORS/SUPPLIERS THAT COME UNDER CONTRACT WITH CONTRACTOR AFTER THE CLOSING DATE, CONTRACTOR SHALL NOT BE ENTITLED TO REIMBURSEMENT OF ADDITIONAL COSTS OR AN EXTENTION OF TIME INCURRED DUE TO SUCH TERMINATION.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

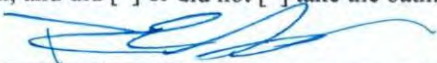
  
\_\_\_\_\_  
Signature by authorized representative

STATE OF FLORIDA  
COUNTY OF Deeha

SWORN AND SUBSCRIBED TO before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of April 2026, by David Geiger, as President of **O'Steen Brothers, Inc.**, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.



**ROBERT SALYERS**  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

  
\_\_\_\_\_  
(Official Notary Signature & Seal)

Name: ROBERT SALYERS  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

(SEAL)

**EXHIBIT G**


**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, David Geiger as President, on behalf of O'Steen Brothers, Inc. (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

**Contractor: O'Steen Brothers, Inc.**

Signature:   
 Name: David Geiger  
 Title: President  
 Date: April 8, 2026

STATE OF FLORIDA  
COUNTY OF ALACHUA

SWORN AND SUBSCRIBED TO before me  physical presence or  remote notarization by David Geiger, as President, of O'Steen Brothers, Inc., who is  personally known to me or  who produced SELF as identification this 8<sup>th</sup> day of April 2026.



(Notary Seal)

ROBERT SALVIERS  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

  
 Notary Public

**EXHIBIT H and I**

**EXHIBIT H  
PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**CONTRACTOR** (Name and Address and Phone Number):

O'Steen Brothers, Inc.  
305 US 441  
Micanopy, FL 32669  
(352) 376-1634

**OWNER:** Highland Park Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Phone: (877) 276-0889

**SURETY** (Name and Address of Principal Place of Business and Phone Number):

Western Surety Company  
151 North Franklin Street, Chicago, IL 60606  
312-822-5000

**CONTRACT**

Date: 4/9/26

Amount: \$7,634,641.37

Description (Name and Location): Highland Park Community Development District – Residential Phases 1, 2, 3 - City of Newberry, Alachua County, Florida

**BOND**

Bond Number: 30223906

Date (Not earlier than Contract Date): 4/9/26

Amount: \$7,634,641.37

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company: O'Steen Brothers, Inc.

Signature:  (Seal)  
Name and Title: David Geiger, President

(Space is provided below for signatures of additional parties, if required.)


**CONTRACTOR AS PRINCIPAL**

Company: O'Steen Brothers, Inc.

Signature: N/A (Seal)  
Name and Title: David Geiger, President

**SURETY**

Western Surety Company  
Surety's Name and Corporate Seal

By:   
Signature and Title Benjamin H. French, Attorney-in-Fact & FL Resident Agent  
(Attach Power of Attorney)

Attest:   
Signature and Title Trava Ridlon, Surety Account Executive

**SURETY**

N/A (Seal)  
Surety's Name and Corporate Seal

By: N/A  
Signature and Title  
(Attach Power of Attorney)

Attest: N/A  
Signature and Title:



1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

7. Surety shall not be liable to Owner or others for any delay damages, whether liquidated or actual, or for any other obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any delay damages or any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any non-material change, including changes of time, to Contract or to related subcontracts, and purchase orders.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this

Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**EXHIBIT I  
PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):  
O'Steen Brothers, Inc.  
305 US 441  
Micanopy, FL 32669  
(352) 376-1634

SURETY (Name and Address of Principal Place of  
Business and Phone Number):  
Western Surety Company  
151 North Franklin Street, Chicago, IL 60606  
312-822-5000

OWNER: Highland Park Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Phone: (877) 276-0889

**CONTRACT**

Date: 4/9/26

Amount: \$7,634,641.37

Description (Name and Location): Highland Park Community Development District – Residential Phases 1, 2, 3 -  
City of Newberry, Alachua County, Florida

**BOND**

Bond Number: 30223906

Date (Not earlier than Contract Date): 4/9/26

Amount: \$7,634,641.37

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, including This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company: O'Steen Brothers, Inc.

 (Seal)  
Name and Title: David Geiger, President

(Space is provided below for signatures of additional parties, if required.)

**CONTRACTOR AS PRINCIPAL**

Company: O'Steen Brothers, Inc.

Signature: N/A (Seal)  
Name and Title: David Geiger, President

**SURETY**

Western Surety Company

Surety's Name and Corporate Seal

By: 

Signature and Title Benjamin H. French, Attorney-in-Fact & FL Resident Agent  
(Attach Power of Attorney)

Attest: 

Signature and Title Trava Ridlon, Surety Account Executive

**SURETY**

N/A

Surety's Name and Corporate Seal

By: N/A

Signature and Title  
(Attach Power of Attorney)

Attest: N/A

Signature and Title:



1. Contractor and Surety, jointly and severally, bind themselves, their successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Makes payment, directly or indirectly, for all sums legally due Claimants in accordance with the terms of the respective agreements between Contractor and Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any Claimant, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided Owner has paid Contractor said funds and there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor makes payment, directly or indirectly, for all sums legally due in accordance with the terms of the respective agreements between Contractor and Claimants.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have, no later than 90 days after having last performed labor or last furnished materials or equipment for the project, served notice of non-payment to Surety (at the addresses described in Paragraph 12) and sent a copy to Owner and Contractor, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed, and the nature of labor, services, materials or equipment underlying such claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have served a written notice to Contractor of their intent to provide labor, services, materials or equipment for improvement of the project within 45 days after first providing such labor, services, materials or equipment, and have served a written notice to Contractor, and sent a copy thereof to Owner and to Surety, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed, and the nature of labor, services, materials or equipment underlying such claim; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim, or any portion thereof, will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, but within 90 days after having last performed labor or last furnished materials or equipment included in the claim, have served a written notice of non-payment to Surety and sent a copy to Owner and Contractor, stating that a claim is being made under this Bond, enclosing a copy of the previous written notice to Contractor in accordance with subsection 4.2(1), above, and also providing all documentation reasonably necessary to support such claim.
5. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 5.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed, if any, and the basis for challenging any amounts that are disputed.
  - 5.2. Pay or arrange for payment of any undisputed amounts.
6. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
7. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any material change, including changes of time, to the Contract or to related Subcontracts, and purchase orders.

9. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work is located or after the expiration of one year from the date on which the Claimant last performed labor or last furnished materials or equipment for the improvement of the project. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Service of notices to Surety, Owner, or Contractor required under this Bond shall be accomplished in accordance with 713.011 and 713.18, Florida Statutes, and served at the addresses shown on the signature page and in the Bonds.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

11. Upon request of any person or entity claiming to be a Claimant, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. DEFINITIONS

12.1.Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

12.2.Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3.Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

<b>FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker: Owner's Representative (engineer or other party)</b>	M.E. Wilson, LLC dba Waldorff Insurance & Bonding 1110 NW 6th Street, Gainesville, FL 32601 352-374-7779
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# 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 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, Rebekah F. Sharp, Trava Ridlon, J E S Webb, Kyle F. Fuller, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 March 31, 2026.



WESTERN SURETY COMPANY

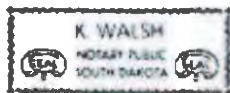
*Larry Kasten*

State of South Dakota }  
County of Minnehaha } ss

Larry Kasten, Vice President

On March 31, 2026, before me personally came Larry Kasten, 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



*K. Walsh*

December 4, 2031

K. Walsh, Notary Public

### CERTIFICATE

I, P. Kolsrud, 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-Laws and Resolutions of the corporation printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on April 9, 2026.



WESTERN SURETY COMPANY

*P. Kolsrud*

P. Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated on April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

## Stephanie Schackmann

---

**From:** Jennifer Kilinski <jennifer@cddlayers.com>  
**Sent:** Tuesday, April 7, 2026 6:42 PM  
**To:** Stephanie Schackmann; Lindsay Moczynski  
**Cc:** payapp; Nicole Parisi; Kristen Thomas; Amy Hembree  
**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

I am OK with that. If you could hold the O'Steen requisitions from transmittal to the trustee until we send you the signed assignment, that would be great. I expect to have it finalized tomorrow, we are waiting on final amounts from the parties to update the blanks and are holding the signature pages in escrow. The CDD already signed.

Thank you so much!

**From:** Stephanie Schackmann <schackmanns@whhassociates.com>  
**Sent:** Tuesday, April 7, 2026 4:29 PM  
**To:** Lindsay Moczynski <lindsay@cddlayers.com>  
**Cc:** payapp <payapp@whhassociates.com>; Jennifer Kilinski <jennifer@cddlayers.com>; Nicole Parisi <parisin@whhassociates.com>; Kristen Thomas <thomask@whhassociates.com>; Amy Hembree <amy@cddlayers.com>  
**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

Great. Thank you. I can go ahead and circulate the 3 we have for signature and then you can get me #4 & 5 when each is ready for processing. Please be sure to include the invoice(s) that makes up the \$2,426.50 referenced on invoice 13649 of the Kilinski requisition once you have the engineer's signature.

If we do not have the assignment agreement executed yet, are we still OK to transmit the O'Steen requisition once we receive it back fully executed?

Best regards,

*Stephanie Spidell Schackmann*

STEPHANIE SCHACKMANN

Staff Accountant

**Wrathell, Hunt and Associates, LLC**

Phone: 561-571-0010, ext. 303

Fax: 561-571-0013

**Mailing Address (for all payments sent via US Mail):**

P.O. Box 810036

Boca Raton, FL 33481

**Physical Address (for all payments sent via express services: FedEx, UPS, etc):**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

# **FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**

---

**From:** Lindsay Moczynski <[lindsay@cddlawyers.com](mailto:lindsay@cddlawyers.com)>  
**Sent:** Tuesday, April 7, 2026 10:55 AM  
**To:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>  
**Cc:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>; Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>; Amy Hembree <[amy@cddlawyers.com](mailto:amy@cddlawyers.com)>  
**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

Stephanie,

- Requisition #1 – I still need a copy of the work product acquisition agreement to be used as support for this requisition. Executed package attached. Just need chair’s signature. Will you handle with Jose or would you like us to get his signature?
- Requisition #2 – This one is good to go.
- Requisition #3 - I still need the updated pay applications in the name of the District. As well, if application #6 is good to go, please forward and we’ll get it included on a separate requisition. I am not sure I understand – do you need pay apps 4 and 5 from OBI to be directed to the District instead of Newberry Plaza? I have pay apps 6, 7, and soon 8 for a separate requisition (will be req 4).
- Requisition #4 – I just compiled this for what we have for Kilinski. Invoice 14199 references an outstanding balance of \$3,175.50. If any of those amounts remain outstanding, please forward and we’ll compile an additional requisition. We prepared requisition 5 for the KVV invoices, which is pending engineer’s signature with the correct amount. Attached for your review.



**Lindsay Moczynski**  
Attorney

16009 N. Florida Avenue, Lutz, FL 33549  
O: (877) 350-0372 | D: (352) 318-3385  
[Lindsay@cddlawyers.com](mailto:Lindsay@cddlawyers.com) | [cddlawyers.com](http://cddlawyers.com)

Offices: Tallahassee. Tampa. Jacksonville.

Mailing address:  
517 E. College Avenue, Tallahassee, FL 32301



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---

**From:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>  
**Sent:** Tuesday, April 7, 2026 10:26 AM

To: Lindsay Moczynski <lindsay@cddlawyers.com>  
Cc: payapp <payapp@whhassociates.com>; Nicole Parisi <parisin@whhassociates.com>; Kristen Thomas <thomask@whhassociates.com>; Amy Hembree <amy@cddlawyers.com>  
Subject: RE: Highland Park / Requisitions 1, 2, and 3

Good morning Lindsay,

Just wanted to touch base regarding the Highland Park requisitions.

- Requisition #1 – I still need a copy of the work product acquisition agreement to be used as support for this requisition.
- Requisition #2 – This one is good to go.
- Requisition #3 - I still need the updated pay applications in the name of the District. As well, if application #6 is good to go, please forward and we'll get it included on a separate requisition.
- Requisition #4 – I just compiled this for what we have for Kilinski. Invoice 14199 references an outstanding balance of \$3,175.50. If any of those amounts remain outstanding, please forward and we'll compile an additional requisition.



KILINSKI | VAN WYK

**Kilinski | Van Wyk PLLC**

P.O. Box 6386  
Tallahassee, Florida 32314

Highland Park CDD  
2300 Glades Road, Suite 410W  
Orlando, FL 33431

**INVOICE**

Invoice # 14199  
Date: 02/18/2026  
Due On: 03/20/2026

**Statement of Account**

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
( \$3,175.50	+ \$1,293.00	)-( \$0.00	)= <b>\$4,468.50</b>

Best regards,

*Stephanie Spidell Schackmann*

STEPHANIE SCHACKMANN

Staff Accountant

**Wrathell, Hunt and Associates, LLC**

Phone: 561-571-0010, ext. 303

Fax: 561-571-0013

**Mailing Address (for all payments sent via US Mail):**

P.O. Box 810036  
Boca Raton, FL 33481

**Physical Address (for all payments sent via express services: FedEx, UPS, etc):**

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Boca Raton, FL 33431

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**

---

**From:** Lindsay Moczynski <[lindsay@cddlattorneys.com](mailto:lindsay@cddlattorneys.com)>  
**Sent:** Thursday, March 26, 2026 11:16 AM  
**To:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>  
**Cc:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>; Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>; Amy Hembree <[amy@cddlattorneys.com](mailto:amy@cddlattorneys.com)>  
**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

Stephanie,

We will send you the fully executed packages once we have them.

Attached is requisition 3 in word for pay apps 4 and 5. I did see pay app 6 come through. I can add that but not sure if you have others.




**Lindsay Moczynski**  
Attorney

16009 N. Florida Avenue, Lutz, FL 33549  
O: (877) 350-0372 | D: (352) 318-3385  
[Lindsay@cddlattorneys.com](mailto:Lindsay@cddlattorneys.com) | [cddlattorneys.com](http://cddlattorneys.com)

Offices: Tallahassee. Tampa. Jacksonville.

Mailing address:  
517 E. College Avenue, Tallahassee, FL 32301

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---

**From:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>  
**Sent:** Thursday, March 26, 2026 10:01 AM  
**To:** Lindsay Moczynski <[lindsay@cddlattorneys.com](mailto:lindsay@cddlattorneys.com)>  
**Cc:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>; Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

My comments **below**. As well, please forward the form of requisition in Word when you have a chance. We have additional invoices for requisitions.

Best regards,

*Stephanie Spidell Schackmann*

STEPHANIE SCHACKMANN  
Staff Accountant  
**Wrathell, Hunt and Associates, LLC**  
Phone: 561-571-0010, ext. 303  
Fax: 561-571-0013

**Mailing Address (for all payments sent via US Mail):**

P.O. Box 810036  
Boca Raton, FL 33481

**Physical Address (for all payments sent via express services: FedEx, UPS, etc):**

2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**

**From:** Lindsay Moczynski <lindsay@cddlawyers.com>

**Sent:** Tuesday, March 24, 2026 10:10 AM

**To:** Stephanie Schackmann <schackmanns@whhassociates.com>; Kristen Thomas <thomask@whhassociates.com>

**Cc:** payapp <payapp@whhassociates.com>; Nicole Parisi <parisin@whhassociates.com>

**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

Good morning,

Wire instructions for the developer are attached. Answers below:

- Requisition #1 – Is there any support for this? **The work product acquisition agreement reflects this amount. – Maybe I just didn't get the whole package? All I have is the form of requisition. I need the work product acquisition agreement.**
- Requisition #2 - Please confirm we do not need anything additional from a legal standpoint for this reimbursement requisition. As well, did you receive the proofs of payment between the vendor and Developer? **I will obtain the proofs of payment.**
- Requisition #3 – Has this contract been assigned to the District? As it stands, we cannot pay this directly to the vendor. **We are working on the signatures and the assignment package should be ready by closing. – Once the assignment takes place, please forward the updated applications.**

Thanks,



**Lindsay Moczynski**  
Attorney

16009 N. Florida Avenue, Lutz, FL 33549  
O: (877) 350-0372 | D: (352) 318-3385  
Lindsay@cddlawyers.com | cddlawyers.com

Offices: Tallahassee. Tampa. Jacksonville.

Mailing address:



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---

**From:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>  
**Sent:** Tuesday, March 24, 2026 10:01 AM  
**To:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>; Lindsay Moczynski <[lindsay@cddlattorneys.com](mailto:lindsay@cddlattorneys.com)>  
**Cc:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>  
**Subject:** RE: Highland Park / Requisitions 1, 2, and 3

Thanks. I'll confirm those with O'Steen when we get everything figured out. I will also need wiring instructions for the Developer.

Best regards,

*Stephanie Spidell Schackmann*

STEPHANIE SCHACKMANN

Staff Accountant

**Wrathell, Hunt and Associates, LLC**

Phone: 561-571-0010, ext. 303

Fax: 561-571-0013

**Mailing Address (for all payments sent via US Mail):**

P.O. Box 810036

Boca Raton, FL 33481

**Physical Address (for all payments sent via express services: FedEx, UPS, etc):**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

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---

**From:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Sent:** Tuesday, March 24, 2026 9:17 AM  
**To:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>; [lindsay@cddlattorneys.com](mailto:lindsay@cddlattorneys.com)  
**Cc:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>  
**Subject:** Re: Highland Park / Requisitions 1, 2, and 3

Apologize, resent not reformatted. That's what I get for using Siri.

Thank you,

Kristen Thomas  
District Manager  
Wrathell, Hunt and Associates, LLC  
Phone: 561.571.0010  
Toll Free: 877.276.0889  
Fax: 561.571.0013  
Cell: 561.517.5111  
E-Mail: [thomask@whhassociates.com](mailto:thomask@whhassociates.com)

**Mailing Address (for all payments sent via US Mail):**  
P.O. Box 810036  
Boca Raton, FL 33481

**Physical Address (for all payments sent via express services):**  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

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**[[www.whhassociates.com](http://www.whhassociates.com)][www.whhassociates.com](http://www.whhassociates.com)**

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**From:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Sent:** Tuesday, March 24, 2026 9:15:59 AM  
**To:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>; [lindsay@cddlawyers.com](mailto:lindsay@cddlawyers.com) <[lindsay@cddlawyers.com](mailto:lindsay@cddlawyers.com)>  
**Cc:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>; Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Subject:** Re: Highland Park / Requisitions 1, 2, and 3

Stephanie,

I just reformatted the wiring instructions. I sent earlier. Traveling so limited on phone use.

Thank you,

Kristen Thomas  
District Manager  
Wrathell, Hunt and Associates, LLC  
Phone: 561.571.0010  
Toll Free: 877.276.0889  
Fax: 561.571.0013  
Cell: 561.517.5111  
E-Mail: [thomask@whhassociates.com](mailto:thomask@whhassociates.com)

**Mailing Address (for all payments sent via US Mail):**  
P.O. Box 810036  
Boca Raton, FL 33481

**Physical Address (for all payments sent via express services):**

2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**

**[[www.whhassociates.com](http://www.whhassociates.com)][www.whhassociates.com](http://www.whhassociates.com)**

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.

**From:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>

**Sent:** Tuesday, March 24, 2026 9:13:23 AM

**To:** [lindsay@cddlattorneys.com](mailto:lindsay@cddlattorneys.com) <[lindsay@cddlattorneys.com](mailto:lindsay@cddlattorneys.com)>

**Cc:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>; payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Nicole Parisi <[parisin@whhassociates.com](mailto:parisin@whhassociates.com)>

**Subject:** FW: Highland Park / Requisitions 1, 2, and 3

Good morning Lindsay,

Thanks for circulating Requisitions #1-3. General question – do you have a contact with the Developer who can provide wiring instructions? Specific questions -

- Requisition #1 – Is there any support for this?
- Requisition #2 - Please confirm we do not need anything additional from a legal standpoint for this reimbursement requisition. As well, did you receive the proofs of payment between the vendor and Developer?
- Requisition #3 – Has this contract been assigned to the District? As it stands, we cannot pay this directly to the vendor.

Best regards,

*Stephanie Spidell Schackmann*

STEPHANIE SCHACKMANN

Staff Accountant

**Wrathell, Hunt and Associates, LLC**

Phone: 561-571-0010, ext. 303

Fax: 561-571-0013

**Mailing Address (for all payments sent via US Mail):**

P.O. Box 810036

Boca Raton, FL 33481

**Physical Address (for all payments sent via express services: FedEx, UPS, etc):**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**

---

**From:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Sent:** Monday, March 23, 2026 12:54 PM  
**To:** payapp <[payapp@whhassociates.com](mailto:payapp@whhassociates.com)>; Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>  
**Cc:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Subject:** FW: Highland Park / Requisitions 1, 2, and 3

Thank you,

**Kristen Thomas**  
**District Manager**  
**Wrathell, Hunt and Associates, LLC**  
**Phone: 561.571.0010**  
**Toll Free: 877.276.0889**  
**Fax: 561.571.0013**  
**Cell: 561.517.5111**  
**E-Mail: [thomask@whhassociates.com](mailto:thomask@whhassociates.com)**

**Mailing Address (for all payments sent via US Mail):**  
**P.O. Box 810036**  
**Boca Raton, FL 33481**

**Physical Address (for all payments sent via express services):**  
**2300 Glades Road, Suite 410W**  
**Boca Raton, FL 33431**

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**

**[www.whhassociates.com](http://www.whhassociates.com)**

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.

---

**From:** Lindsay Moczynski <[lindsay@cddlawyers.com](mailto:lindsay@cddlawyers.com)>  
**Sent:** Monday, March 23, 2026 12:24 PM  
**To:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Cc:** Daphne Gillyard <[gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com)>; Amy Hembree <[amy@cddlawyers.com](mailto:amy@cddlawyers.com)>; Jennifer Kilinski <[jennifer@cddlawyers.com](mailto:jennifer@cddlawyers.com)>  
**Subject:** Highland Park / Requisitions 1, 2, and 3

Kristen,

Please find attached Requisitions 1, 2, and 3 signed by the engineer. Could you please have these reviewed and signed by the Chair, and then have your team hold them to be processed by the Trustee?

Thanks,



**Lindsay Moczynski**

Attorney

16009 N. Florida Avenue, Lutz, FL 33549  
O: (877) 350-0372 | D: (352) 318-3385  
[Lindsay@cddlawyers.com](mailto:Lindsay@cddlawyers.com) | [cddlawyers.com](http://cddlawyers.com)

Offices: Tallahassee. Tampa. Jacksonville.

Mailing address:  
517 E. College Avenue, Tallahassee, FL 32301



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**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS**  
**CV**

**HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2026**

The undersigned, an Authorized Officer of the Highland Park Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, as trustee (the “Trustee”), dated as of March 1, 2026 (the “Master Indenture”), as amended and supplemented by that certain First Supplemental Trust Indenture between the District and the Trustee, dated as of March 1, 2026 (the Master Indenture as amended and supplemented is hereinafter referred to as the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 5
- (B) Name of Payee: Kilinski | Van Wyk PLLC
- (C) Amount Payable: \$5,341.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Attorneys’ fees and costs relating to construction and acquisition matters
- (E) Fund or Account and subaccount, if any, from which disbursement to be made:  
  
*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account; and
3. each disbursement represents a Cost of the Project which has not previously been paid.

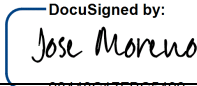
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

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

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

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

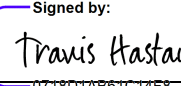
HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT

By:   
98448C17FBC5499...  
Authorized Officer

Date: 4/10/2026

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

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of Capital Improvement Plan (specifically Phases 1, 2 and 3) of the District's Project, and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project, with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Signed by:  
  
0718D1AB6TC14F8...  
Travis J. Hastay, P.E.  
Consulting Engineer

Enclosures: Invoices



KILINSKI | VAN WYK

# Kilinski | Van Wyk PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Highland Park CDD  
2300 Glades Road, Suite 410W  
Orlando, FL 33431

## INVOICE

Invoice # 13649  
Date: 11/13/2025  
Due On: 12/13/2025

### Statement of Account

Outstanding Balance	New Charges	Payments Received	<b>Total Amount Outstanding</b>
( \$2,426.50	+ \$2,914.50	) - ( \$0.00	) = <b>\$5,341.00</b>

### HLPCDD-103

#### Highland Park CDD - Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	JK	10/10/2025	Review construction contract for required amendments/conditions and begin work on same	0.20	\$385.00	\$77.00
Service	LM	10/14/2025	Confer with District Staff and continue to draft and prepare assignment and addendum relating to construction	0.90	\$290.00	\$261.00
Service	JK	10/14/2025	Confer re: construction assignment and conditions documents and update same	0.20	\$385.00	\$77.00
Service	LM	10/15/2025	Prepare assignment and addendum package with affidavits and payment and performance bonds, demand note agreement, general and supplementary conditions	2.30	\$290.00	\$667.00
Service	JK	10/15/2025	Update and review construction assignment and addendum documents and exhibits related thereto	0.30	\$385.00	\$115.50
Service	LM	10/16/2025	Confer with District Staff re: general and supplementary conditions, use of	1.70	\$290.00	\$493.00

			demand note agreement versus payment and performance bonds; Revise EJCDC general and supplementary conditions			
Service	JK	10/16/2025	Call regarding contract assignment, general and supplementary conditions and contract regarding same	0.40	\$385.00	\$154.00
Service	RVW	10/17/2025	Review and edit contract assignment package.	0.60	\$385.00	\$231.00
Service	LM	10/17/2025	Revise Assignment and Addendum; Confer with District Staff re: other outstanding documents as part of contract package	0.40	\$290.00	\$116.00
Service	JK	10/17/2025	Review construction contract and conditions; review updates to demand note and assignment package and transmit same	0.40	\$385.00	\$154.00
Service	LM	10/22/2025	Confer with P. Grohman re: direct purchase orders, terms of EJCDC contract, owner's designated representative, etc.	0.30	\$290.00	\$87.00
Service	LM	10/23/2025	Confer with District Staff re: revisions to the package and direct purchase orders; Prepare direct purchase order forms	0.20	\$290.00	\$58.00
Service	JK	10/23/2025	Transmit DPO sample form and resolution documents for same	0.20	\$385.00	\$77.00
Service	LM	10/27/2025	Revise portions of General and Supplementary Conditions re: maintenance bond timeframe required by the City and the owner's representatives	0.20	\$290.00	\$58.00
Service	JK	10/31/2025	Update general and supplementary conditions; call with team on DPOs and tax exempt purchases; update bond information; update plan set summary and review same	0.60	\$385.00	\$231.00
Service	LM	10/31/2025	Confer with District Staff re: pending items to finalize assignment and addendum, and conditions.	0.20	\$290.00	\$58.00

**Total      \$2,114.50**

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.



KILINSKI | VAN WYK

# Kilinski | Van Wyk PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Highland Park CDD  
2300 Glades Road, Suite 410W  
Orlando, FL 33431

## INVOICE

Invoice # 13696  
Date: 12/12/2025  
Due On: 01/11/2026

### Statement of Account

Outstanding Balance	New Charges	Payments Received	<b>Total Amount Outstanding</b>
( \$5,080.00	+ \$261.00	) - ( \$0.00	) = <b>\$5,341.00</b>

### H LPCDD-103

#### Highland Park CDD - Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	LM	11/02/2025	Review construction documents from A. Smith re: draft plat, construction plans, geotechnical report, etc.	0.30	\$290.00	\$87.00
Service	LM	11/03/2025	Revise general and supplementary conditions; Confer with A. Smith re: final pending information needed to finalize agreement	0.60	\$290.00	\$174.00
<b>Total</b>						<b>\$261.00</b>

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.



KILINSKI | VAN WYK

# Kilinski | Van Wyk PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Highland Park CDD  
2300 Glades Road, Suite 410W  
Orlando, FL 33431

## INVOICE

Invoice # 14199  
Date: 02/18/2026  
Due On: 03/20/2026

### Statement of Account

Outstanding Balance	New Charges	Payments Received	<b>Total Amount Outstanding</b>
( \$4,048.00	+ \$1,293.00	) - ( \$0.00	) = <b>\$5,341.00</b>

### HLPCDD-103

#### Highland Park CDD - Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	JK	01/07/2026	Begin shell acquisition documents and assignment of construction contract for bond issuance; confer re: requisition schedule	0.40	\$390.00	\$156.00
Service	LM	01/22/2026	Confer with District Staff re: acquisition package documents	0.20	\$295.00	\$59.00
Service	LM	01/23/2026	Continue to draft acquisition package	1.20	\$295.00	\$354.00
Service	JK	01/23/2026	Review updates to easement, construction agreement and acquisition package	0.20	\$390.00	\$78.00
Service	LM	01/26/2026	Confer with District Staff re: acquisition package	0.10	\$295.00	\$29.50
Service	LM	01/26/2026	Revise assignment of construction contract agreement	0.20	\$295.00	\$59.00
Service	LM	01/26/2026	Revise acquisition package for work product, prepare requisition form	0.20	\$295.00	\$59.00
Service	LM	01/27/2026	Prepare Construction Funding Agreement	0.50	\$295.00	\$147.50

Service	JK	01/27/2026	Update construction funding agreement	0.20	\$390.00	\$78.00
Service	RVW	01/28/2026	Review and edit acquisition documents.	0.40	\$390.00	\$156.00
Service	JK	01/29/2026	Update work product acquisition package, easement for construction and related matters	0.30	\$390.00	\$117.00
					<b>Total</b>	<b>\$1,213.00</b>

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.



KILINSKI | VAN WYK

# Kilinski | Van Wyk PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Highland Park CDD  
2300 Glades Road, Suite 410W  
Orlando, FL 33431

## INVOICE

Invoice # 14381  
Date: 03/18/2026  
Due On: 04/17/2026

### Statement of Account

Outstanding Balance	New Charges	Payments Received	<b>Total Amount Outstanding</b>
( \$4,468.50	+ \$872.50	) - ( \$0.00	) = <b>\$5,341.00</b>

### HLPCDD-103

#### Highland Park CDD - Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	LM	02/02/2026	Confer with District Staff re: construction entity, completion agreement	0.30	\$295.00	\$88.50
Service	LM	02/03/2026	Confer with C. Carlson re: construction funding agreement, assignment of construction contract, and work product acquisition package	0.10	\$295.00	\$29.50
Service	LM	02/06/2026	Confer with K. Thomas and revise portion of Acquisition Package	0.30	\$295.00	\$88.50
Service	LM	02/06/2026	Prepare requisition agreement for payment to the engineer	0.20	\$295.00	\$59.00
Service	JK	02/08/2026	Prepare requisition for reimbursement	0.10	\$390.00	\$39.00
Service	LM	02/11/2026	Confer with A. Espinoza re: approved construction funding agreement, assignment package, and waiver of conflict	0.10	\$295.00	\$29.50
Service	JK	02/12/2026	Call on construction funding agreement; review requisitions and update same	0.20	\$390.00	\$78.00

Service	JK	02/17/2026	Update re: requisition forms, pay applications and timing of same; confer re: segregation of private and public funding; update on continuing engineering services agreement and updated work product documentation with Hasty	0.30	\$390.00	\$117.00
Service	LM	02/17/2026	Revise and finalize Requisition No. 2; Confer with K. Thomas and T. Hastay re: Requisition No. 2	0.20	\$295.00	\$59.00
Service	LM	02/23/2026	Recalculate and revise requisition # 2; Confer with District Staff re: same	0.30	\$295.00	\$88.50
Service	LM	02/24/2026	Confer with A. Smith re: payments made to contractor; Revise requisition form	0.20	\$295.00	\$59.00
Service	LM	02/27/2026	Revise Requisition #2; Prepare Requisition #3; Confer with A. Smith re: Prepare Requisition #3 and Pay App 1	0.20	\$295.00	\$59.00
Service	JK	02/27/2026	Review/amend requisitions for client and engineer review	0.20	\$390.00	\$78.00
					<b>Total</b>	<b>\$872.50</b>

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS**  
**CVI**

**EXHIBIT A  
FORM OF REQUISITION**

The undersigned, an Authorized Officer of Highland Park Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of April 1, 2026 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of April 1, 2026 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 6
- (B) Name of Payee: **O'Steen Brothers, Inc.**
- (C) Amount Payable: **\$170,607.76**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):
- (E) Fund, Account and/or subaccount from which disbursement is to be made:

*Series 2026 Acquisition & Construction Account*

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2026 Project and each represents a Cost of the Series 2026 Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

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

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

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

HIGHLAND PARK COMMUNITY  
DEVELOPMENT DISTRICT



---

Authorized Officer

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

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2026 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2026 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Travis J Haslay



Digitally signed by Travis J Haslay  
DN: CN=Travis J Haslay,  
O=Travis J Haslay,  
L=Gainesville, S=Florida,  
C=US  
Reason: I am the author of  
this document  
Date: 2026.05.11  
14:27:00-04'00'

---

Consulting Engineer



**APPLICATION AND CERTIFICATE FOR PAYMENT**

<b>TO OWNER:</b> Highland Park CDD PO Box 810036 Boca Raton, FL 33481	<b>PROJECT:</b> Highland Park Residential	<b>APPLICATION #</b> 9 <b>PERIOD TO:</b> 4/30/2026 <b>PROJECT NOS:</b> Highland Park Residential	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> O'STEEN BROTHERS, INC. PO Box 200 Micanopy, FL 32667	<b>VIA ARCHITECT:</b>	<b>CONTRACT DATE:</b>	
<b>INVOICE NO: 139670</b>			

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM _____	\$	7,200,000.00
2. NET CHANGE BY CHANGE ORDERS _____	\$	434,641.37
3. CONTRACT SUM TO DATE (Line 1 +/- 2) _____	\$	7,634,641.37
4. TOTAL COMPLETED & STORED TO DATE _____	\$	5,511,283.65
<b>5. RETAINAGE:</b>		
a. <u>0.25</u> of Completed Work (Columns D+E on Continuation Sheet)		8,979.38
b. <u>0</u> of Stored Material (Column F on Continuation Sheet)		0.00
<b>Total Retainage</b> _____ (Line 5a + 5)	\$	8,979.38
6. TOTAL EARNED LESS RETAINAGE _____ (Line 4 less Line 5 Total)	\$	5,502,304.27
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT _____ (Line 6 from prior Certificate)	\$	5,331,696.51
8. CURRENT PAYMENT DUE _____	\$	170,607.76
9. BALANCE TO FINISH, INCLUDING RETAINAGE _____ (Line 3 less Line 6)	\$	2,132,337.10

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

CONTRACTOR O'STEEN BROTHERS, INC.

By: [Signature] Date: 4/29/2026

State of: FL

County of: Alachua

Subscribed and sworn to before me this 29 day of April, 2026

Notary Public [Signature]



**ROBERT SALYERS**  
Notary Public  
State of Florida  
Comm# HH351039  
Expires 1/19/2027

My Commission expires:

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** \_\_\_\_\_ \$ 170,607.76

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

By: [Signature] Date: April 29, 2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes in previous months	434,641.37	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	434,641.37	0.00
NET CHANGES by Change Order	434,641.37	



ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 9  
 APPLICATION DATE: 4/21/2026  
 PERIOD TO: 4/30/2026  
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (if Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
4	1: General Conditions	50,412.50	32,675.63	2,220.00	0.00	34,895.63	69	15,516.87	111.00
9	2: SWPPP Compliance	20,176.56	15,132.43	1,008.81	0.00	16,141.24	80	4,035.32	50.45
14	3: Earthwork	648,502.05	551,976.00	0.00	0.00	551,976.00	85	96,526.05	0.00
18	4: Lot Grading	469,874.53	304,612.35	0.00	0.00	304,612.35	65	165,262.18	0.00
23	5: Paving	883,042.38	371,481.97	0.00	0.00	371,481.97	42	511,560.41	0.00
29	6: Concrete	930,020.08	721,767.99	21,785.15	0.00	743,553.14	80	186,466.94	1,089.26
30	7: Site Electric	506,445.36	177,255.88	81,031.25	0.00	258,287.13	51	248,158.23	4,051.57
31	8: Storm Sewer	1,470,838.70	1,029,587.09	73,541.93	0.00	1,103,129.02	75	367,709.68	3,677.10
32	9: Domestic Water	752,134.63	526,494.24	0.00	0.00	526,494.24	70	225,640.39	0.00
33	10: Sanitary Sewer	1,468,553.21	1,321,697.89	0.00	0.00	1,321,697.89	90	146,855.32	0.00
34	CO-01: Undercut lots	45,230.00	45,230.00	0.00	0.00	45,230.00	100	0.00	0.00
35	CO-02: Added water valves	13,710.47	13,710.47	0.00	0.00	13,710.47	100	0.00	0.00
36	CO-03: Engineering changes to water	24,109.27	24,109.27	0.00	0.00	24,109.27	100	0.00	0.00
37	CO-04: Added apron	5,870.00	5,870.00	0.00	0.00	5,870.00	100	0.00	0.00
38	CO-05: Paving to 2 lifts	134,654.82	40,396.45	0.00	0.00	40,396.45	30	94,258.37	0.00
39	CO-06: Ph I completion bond	61,367.96	0.00	0.00	0.00	0.00	0	61,367.96	0.00
40	CO-07: P&P bond	149,698.85	149,698.85	0.00	0.00	149,698.85	100	0.00	0.00
SUBTOTALS PAGE 2		7,634,641.37	5,331,696.51	179,587.14	0.00	5,511,283.65	72	2,123,357.72	8,979.38

April 29, 2026

Highland Park CDD  
PO Box 810036  
Boca Raton, FL 33481

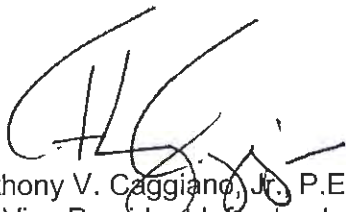
Re: Highland Park  
Pay Request No. 9

To Whom It May Concern:

We have reviewed pay request application No. 9; dated April 29, 2026, for the above referenced project. Based on visual observation and/or available testing data, NV5 certifies that this request for payment and any previous payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, and specification, within the dates shown above. We find no objection to the quantities listed in the invoice and would therefore recommend payment in the amount of **\$170,607.76 (\$179,587.14 – 5% Retainage)**.

We hope that this letter meets your request for review of pay application No. 9. Should you have any questions or need additional information, please feel free to call.

Sincerely,  
**NV5, Inc.**



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

N:\2022\22-0424\Departments\05\_Construction\Pay Applications\Residential\Pay App #9\NV5 Pay Request Cover Letter.docx

**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**HIGHLAND PARK  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2026**

**HIGHLAND PARK  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2026**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 6,020	\$ -	\$ -	\$ 6,020
Investments				
Reserve	-	437,281	-	437,281
Cost of Issuance	-	17,950	-	17,950
Capitalized interest	-	201,492	-	201,492
Due from Landowner	2,167	-	-	2,167
Total assets	<u>8,187</u>	<u>656,723</u>	<u>-</u>	<u>664,910</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 2,167	\$ -	\$ -	\$ 2,167
Landowner advance	7,410	-	-	7,410
Total liabilities	<u>9,577</u>	<u>-</u>	<u>-</u>	<u>9,577</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	2,167	-	-	2,167
Total deferred inflows of resources	<u>2,167</u>	<u>-</u>	<u>-</u>	<u>2,167</u>
Fund balances:				
Restricted for:				
Debt service	-	656,723	-	656,723
Unassigned	<u>(3,557)</u>	<u>-</u>	<u>-</u>	<u>(3,557)</u>
Total fund balances	<u>(3,557)</u>	<u>656,723</u>	<u>-</u>	<u>653,166</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 8,187</u>	<u>\$656,723</u>	<u>\$ -</u>	<u>\$ 664,910</u>

**HIGHLAND PARK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED APRIL 30, 2026**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 8,735	\$ 34,154	\$ 106,540	32%
Total revenues	<u>8,735</u>	<u>34,154</u>	<u>106,540</u>	32%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisor	-	1,077	8,000	13%
Management/accounting/recording**	4,000	16,000	48,000	33%
Legal	-	6,954	25,000	28%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	167	167	2,000	8%
Trustee*	-	-	4,500	0%
Telephone	16	116	200	58%
Postage	-	-	500	0%
Printing & binding	42	292	500	58%
Legal advertising	-	996	1,750	57%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	157	1,072	1,500	71%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	145	210	69%
Total expenditures	<u>4,382</u>	<u>33,674</u>	<u>106,540</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	4,353	480	-	
Fund balances - beginning	<u>(7,910)</u>	<u>(4,037)</u>	-	
Fund balances - ending	<u>\$ (3,557)</u>	<u>\$ (3,557)</u>	<u>\$ -</u>	

\*These items will be realized when bonds are issued

\*\*WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**HIGHLAND PARK  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2026  
FOR THE PERIOD ENDED APRIL 30, 2026**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ 22,734	\$ 22,734
Total revenues	22,734	22,734
<b>EXPENDITURES</b>		
Cost of issuance	223,620	223,620
Underwriter's discount	121,900	121,900
Total expenditures	345,520	345,520
Excess/(deficiency) of revenues over/(under) expenditures	(322,786)	(322,786)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	1,055,651	1,055,651
Original issue discount	(53,408)	(53,408)
Total other financing sources	1,002,243	1,002,243
Net change in fund balances	679,457	679,457
Fund balances - beginning	(22,734)	(22,734)
Fund balances - ending	\$ 656,723	\$ 656,723

**HIGHLAND PARK  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2026  
FOR THE PERIOD ENDED APRIL 30, 2026**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
Capital outlay	<u>5,039,349</u>	<u>5,039,349</u>
Total expenditures	<u>5,039,349</u>	<u>5,039,349</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (5,039,349)	 (5,039,349)
 <b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	<u>5,039,349</u>	<u>5,039,349</u>
Total other financing sources/(uses)	<u>5,039,349</u>	<u>5,039,349</u>
 Net change in fund balances	 -	 -
Fund balances - beginning	<u>-</u>	<u>-</u>
Fund balances - ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Highland Park Community Development District held a Regular Meeting and Audit Committee Meeting on February 9, 2026 at 12:30 p.m., at the Jose Moreno P.A. Office, 240 NW 76 Drive, Suite D, Gainesville, Florida 32607.

**Present:**

Jose Moreno	Chair
Tommy Miles	Vice Chair
Lois Livingston	Assistant Secretary
Daniel Chandler	Assistant Secretary
Charlie Cheston	Assistant Secretary

**Also present:**

Kristen Thomas	District Manager
Jennifer Kilinski (via telephone)	District Counsel
Travis Hastay	District Engineer
Misty Taylor (via telephone)	Bond Counsel
Sete Zare	MBS Capital Markets

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Thomas called the meeting to order at 12:31 p.m. The Oath of Office was administered to Mr. Cheston before the meeting. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Charlie Cheston [Seat 4] (the following will also be provided under separate cover)**

The Oath of Office was administered before the meeting commencing. She provided the following:

**A. Required Ethics Training and Disclosure Filing**

- **Sample Form 1 2023/Instructions**

- 40 **B. Membership, Obligations and Responsibilities**
- 41 **C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 42 **D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local**
- 43 **Public Officers**

44

45 **FOURTH ORDER OF BUSINESS** **Consideration of Conflict Waiver: Kilinski |**  
 46 **Van Wyk**

47

48 Ms. Kilinski presented a Joint Representation Agreement and Informed Consent to  
 49 Waiver of Conflict of Interest between the CDD, Newberry Plaza, LLC, and Kilinski|Van Wyk  
 50 PLLC. For full disclosure, District Counsel was asked to represent the CDD and also issue a  
 51 Landowner Counsel opinion in the same transaction. District Counsel contacted the Florida Bar  
 52 and consulted with the Landowner regarding the limitation of that representation, which is only  
 53 to issue that which is necessary in conjunction with the financing and not for regular  
 54 engagement on the matter. For the Landowner Counsel opinion, District Counsel will be  
 55 required to review documents in conjunction with the issuance in question, including all the  
 56 employee financing documents, and LLC and signatory authority.

57 **On MOTION by Mr. Miles and seconded by Ms. Livingston, with all in favor, the**  
 58 **Kilinski|Van Wyk Joint Representation Agreement and Informed Consent to**  
 59 **Waiver of Conflict of Interest Agreement, was approved.**

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62 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2026-01,**  
 63 **Electing and Removing Officers of the**  
 64 **District and Providing for an Effective Date**

65

66 Ms. Thomas presented Resolution 2026-01. Mr. Moreno nominated the following:

- |    |                 |                     |
|----|-----------------|---------------------|
| 67 | Jose Moreno     | Chair               |
| 68 | Tommy Miles     | Vice Chair          |
| 69 | Lois Livingston | Assistant Secretary |
| 70 | Daniel Chandler | Assistant Secretary |
| 71 | Charlie Cheston | Assistant Secretary |

72 No other nominations were made.

73 The following prior appointments by the Board remain unchanged by this Resolution:

74	Secretary	Craig Wrathell
75	Assistant Secretary	Kristen Thomas
76	Assistant Secretary	Daniel Rom
77	Treasurer	Craig Wrathell
78	Assistant Treasurer	Jeffrey Pinder

**On MOTION by Mr. Chandler and seconded by Mr. Cheston, with all in favor, Resolution 2026-01, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.**

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**SIXTH ORDER OF BUSINESS**

**Presentation of Master Engineer’s Report, revised January 14, 2026**

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86

87 Mr. Hastay presented the Master Engineer’s Report revised January 14, 2026. He  
88 reviewed the sections that have been updated, including the Planned Units in Section 3 and the  
89 Permitting/Construction Commencement in Section 4. He concluded that the total number of  
90 units is 350 and no additional permits are necessary for Phases 1 through 3; Phases 4 and 5 still  
91 require permits.

**On MOTION by Mr. Moreno and seconded by Mr. Miles, with all in favor, the Master Engineer’s Report revised January 14, 2026, in substantial form, was approved.**

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**SEVENTH ORDER OF BUSINESS**

**Presentation of First Supplemental Special Assessment Methodology Report**

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100 Ms. Thomas presented the First Supplemental Special Assessment Methodology Report  
101 dated February 9, 2026. She reviewed the pertinent information, including the purpose of the  
102 project, the special and general benefits, the Development Program, the Capital Improvement  
103 Plan (CIP), the Financing Program, the types of bonds proposed and the Appendix Tables. She  
104 noted the following:

- 105 ➤ The total number of units is 350.
- 106 ➤ The total CIP costs are estimated at \$25,179,521.92.

107 ➤ The total par amount of bonds, including the costs of financing, capitalized interest and  
 108 debt service reserve is \$6,120,000 to finance a portion of the Series 2026 Project costs in the  
 109 estimated total amount of \$5,126,392.50.

**On MOTION by Mr. Moreno and seconded by Mr. Cheston, with all in favor,  
 the First Supplemental Special Assessment Methodology Report dated  
 February 9, 2026, in substantial form, was approved.**

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**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-02, Authorizing the Issuance of Not to Exceed \$7,500,000 Aggregate Principal Amount of Highland Park Community Development District Special Assessment Revenue Bonds, in One or More Series (The “Series 2026 Bonds”); Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2026 Bonds; Appointing an Underwriter; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Agreement With Respect to the Series 2026 Bonds and Awarding the Series 2026 Bonds to the Underwriter Named Therein Pursuant to the Parameters Set Forth in this Resolution; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum and its Use by the Underwriter in Connection With the Offering for Sale of the Series 2026 Bonds and Approving the Execution and Delivery of a Final Limited Offering Memorandum; Authorizing the Execution and Delivery of a Continuing Disclosure Agreement and the Appointment of a Dissemination Agent; Providing for the Application of Series 2026 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection With the Issuance, Sale and Delivery of the Series 2026 Bonds; Appointing a Trustee, Bond Registrar and Paying Agent; Providing for**

**the Registration of the Series 2026 Bonds Pursuant to the DTC Book-Entry System; Determining Certain Details With Respect to the Series 2026 Bonds; and Providing an Effective Date**

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Ms. Taylor stated, when the CDD was nearly formed in March 2025, the Board adopted a Master Bond Resolution authorizing bonds in a not-to-exceed amount of \$34.77 million and authorizing validation of those bonds. She presented Resolution 2026-02, which accomplishes the following:

- This Supplemental Resolution authorizes the issuance of Series 2026 bonds a not-to-exceed amount of \$7,500,000.
- Approves, in substantial form, various documents necessary to market, price, and sell the bonds, including the First Supplemental Trust Indenture, Preliminary Offering Memorandum, Continuing Disclosure Agreement and Bond Purchase Agreement.
- Appoints MBS Capital Markets as the Bond Underwriter.
- Authorizes the Chair, Vice Chair and others to execute the various bond documents; primarily, the Bond Purchase Agreement, subject to the parameters set forth in Section 5.
- Ratifies/confirms the appointment of US Bank as the Bond Trustee.
- Authorizes changes to the Engineer’s and Methodology Reports that were just approved to facilitate the marketing and pricing process.

**On MOTION by Mr. Chandler and seconded by Ms. Livingston, with all in favor, Resolution 2026-02, Authorizing the Issuance of Not to Exceed \$7,500,000 Aggregate Principal Amount of Highland Park Community Development District Special Assessment Revenue Bonds, in One or More Series (The “Series 2026 Bonds”); Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2026 Bonds; Appointing an Underwriter; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Agreement With Respect to the Series 2026 Bonds and Awarding the Series 2026 Bonds to the Underwriter Named Therein Pursuant to the Parameters Set Forth in this Resolution; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum and its Use by the Underwriter in Connection With the Offering for Sale of the Series 2026 Bonds and Approving the Execution and Delivery of a Final Limited Offering Memorandum; Authorizing the Execution and Delivery of a Continuing Disclosure Agreement and the Appointment of a Dissemination Agent; Providing for the Application**

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**of Series 2026 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection With the Issuance, Sale and Delivery of the Series 2026 Bonds; Appointing a Trustee, Bond Registrar and Paying Agent; Providing for the Registration of the Series 2026 Bonds Pursuant to the DTC Book-Entry System; Determining Certain Details With Respect to the Series 2026 Bonds; and Providing an Effective Date, was adopted.**

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**NINTH ORDER OF BUSINESS**

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**Consideration of Resolution 2026-03, Setting Forth the Specific Terms of the Highland Park Community Development District’s Special Assessment Revenue Bonds, Series 2026; Making Certain Additional Findings and Confirming and/or Adopting an Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date**

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Ms. Kilinski presented Resolution 2026-03, also known as the Delegated Supplemental Assessment Resolution, which accomplishes the following:

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➤ Delegates authority for Staff, in conjunction with the approved Reports and upon pricing and closing on the bonds, to add the final supplemental assessment information and bond pricing to the Methodology Report, evidencing the lien securing the CDD’s debt.

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**On MOTION by Mr. Moreno and seconded by Mr. Miles, with all in favor, Resolution 2026-03, Setting Forth the Specific Terms of the Highland Park Community Development District’s Special Assessment Revenue Bonds, Series 2026; Making Certain Additional Findings and Confirming and/or Adopting an Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the**

229 Improvement Lien Book; and Providing for Conflicts, Severability and an  
230 Effective Date, was adopted.

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233 TENTH ORDER OF BUSINESS

Consideration of Ancillary Financing  
234 Agreements

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Ms. Kilinski presented the following:

- 237 A. Completion Agreement
- 238 B. Collateral Assignment Agreement
- 239 C. Acquisition Agreement
- 240 D. True-Up Agreement
- 241 E. Declaration of Consent
- 242 F. Disclosure of Public Financing

243 On MOTION by Mr. Moreno and seconded by Ms. Livingston, with all in favor,  
 244 the Ancillary Financing Agreements and documents; namely, the Completion  
 245 Agreement, Collateral Assignment Agreement, Acquisition Agreement, True-Up  
 246 Agreement, Declaration of Consent, and Disclosure of Public Financing, all in  
 247 substantial form, were approved.

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250 ELEVENTH ORDER OF BUSINESS

Consideration of Construction Matters

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252

Ms. Kilinski presented the following:

- 253 A. Construction Funding Agreement

254 On MOTION by Mr. Moreno and seconded by Ms. Livingston, with all in favor,  
 255 the Construction Funding Agreement, in substantial form, was approved.

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- B. Assignment of Construction Contract

258 On MOTION by Mr. Moreno and seconded by Mr. Chandler, with all in favor,  
 259 the Assignment of Construction Contract, in substantial form, was approved.

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- C. Work Product Acquisition Package

262 On MOTION by Mr. Miles and seconded by Mr. Moreno, with all in favor, the  
 263 Work Product Acquisition Package, in substantial form, were approved.

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266 TWELFTH ORDER OF BUSINESS

Recess Regular Meeting/Commencement  
of Audit Selection Committee Meeting

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269 On MOTION by Mr. Moreno and seconded by Ms. Livingston, with all in favor,  
270 the Regular Meeting recessed and the Audit Selection Committee Meeting  
271 commenced.

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274 THIRTEENTH ORDER OF BUSINESS

Review of Responses to Request for  
Proposals (RFP) for Annual Audit Services

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276

277 A. Affidavit of Publication

278 B. RFP Package

279 These items were included for informational purposes.

280 C. Respondent(s)

281 Ms. Thomas discussed the qualifications and pricing for each of the respondents.

282 I. Berger, Toombs, Elam, Gaines & Frank

283 Bid: \$2,800 for the year ended September 30, 2025, \$3,500 for the years ended  
284 September 30, 2026 and 2027, and \$3,650 for the years ended September 2028 and 2029, plus  
285 an additional \$1,400 with bond issuance.

286 II. DiBartolomeo, McBee, Hartley & Barnes, P.A.

287 Bid: \$4,125 for Fiscal Year 2025, \$4,350 for Fiscal Year 2026, \$4,500 for Fiscal Year 2027,  
288 \$4,750 for Fiscal Year 2028, and \$5,000 for Fiscal Year 2029, plus an additional \$1,250 with  
289 bond issuance

290 III. Dimov Audit

291 Bid: \$6,000 for Fiscal Year 2025, \$6,200 for Fiscal Year 2026, \$6,400 for Fiscal Year 2027,  
292 \$6,600 for Fiscal Year 2028 and \$6,800 for Fiscal Year 2029. Additional services will be  
293 contemplated.

294 IV. Grau & Associates

295 Bid: \$2,800 for Fiscal Year 2025, \$2,900 for Fiscal Year 2026 and \$3,000 for Fiscal Year  
296 2027, \$3,100 for Fiscal Year 2028, and \$3,200 for Fiscal Year 2029, plus an additional \$1,500  
297 with bond issuance.

298 D. Auditor Evaluation Matrix/Ranking

299 Ms. Thomas presented her Auditor Evaluation Matrix scores and ranking. The Board,  
300 sitting as the Audit Selection Committee, agreed with Ms. Thomas' scores and ranking, as  
301 follows:

302	#1	Grau & Associates	100 Points
303	#2	Berger, Toombs, Elam, Gaines & Frank	98 Points
304	#3	DiBartolomeo, McBee, Hartley & Barnes, P.A.	98 Points
305	#4	Dimov Audit	96 Points

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307 **FOURTEENTH ORDER OF BUSINESS** **Termination of Audit Selection Committee**  
308 **Meeting/Reconvene Regular Meeting**  
309

310 **On MOTION by Mr. Moreno and seconded by Mr. Cheston, with all in favor,**  
311 **the Audit Selection Committee Meeting terminated and the Regular Meeting**  
312 **reconvened.**

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315 **FIFTEENTH ORDER OF BUSINESS** **Consider Recommendation of Audit**  
316 **Selection Committee**  
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- 318 • **Award of Contract**

319 **On MOTION by Mr. Moreno and seconded by Ms. Livingston, with all in favor,**  
320 **accepting the Audit Selection Committee scores, ranking and recommendation**  
321 **ranking Grau & Associates, as the #1 ranked respondent to the RFP for Annual**  
322 **Audit Services, as the Board's own scores and ranking; awarding the Annual**  
323 **Audit Services Contract to Grau & Associates, the #1 ranked respondent; and**  
324 **authorizing Staff to engage Grau & Associates, prepare documents and enter**  
325 **into a contract, was approved.**

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328 **SIXTEENTH ORDER OF BUSINESS** **Authorization of Request for Qualifications**  
329 **(RFQ) for Engineering Services**  
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331 Ms. Thomas stated there were no respondents to the RFQ for Engineering Services. She  
332 asked for a motion to re-advertise the RFQ. Ms. Kilinski stated, since there were no responses  
333 to the initial RFQ, another option is to go into direct contract with the Interim District Engineer.

334 The Board opted to go into direct contract with the current Engineering firm.

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**On MOTION by Mr. Moreno and seconded by Mr. Miles, with all in favor, awarding the Engineering Services Contract to NV5, Inc., the Interim District Engineer, and authorizing Staff to enter into a direct contract, was approved.**

**SEVENTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-04, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date**

Ms. Thomas presented Resolution 2026-04 and read the title.

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**On MOTION by Ms. Livingston and seconded by Mr. Miles, with all in favor, Resolution 2026-04, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date, was adopted.**

**EIGHTEENTH ORDER OF BUSINESS**

**Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form**

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**A. October 1, 2024 - September 30, 2025**

Ms. Thomas noted that the 2025 Goals and Objectives Reporting was completed.

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**On MOTION by Mr. Moreno and seconded by Ms. Livingston, with all in favor, the 2025 Goals and Objectives Reporting, was ratified.**

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**B. October 1, 2025 - September 30, 2026**

Ms. Thomas presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards.

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**On MOTION by Mr. Chandler and seconded by Ms. Livingston, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.**

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**NINETEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of December 31, 2025**

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**On MOTION by Ms. Livingston and seconded by Mr. Moreno, with all in favor, the Unaudited Financial Statements as of December 31, 2025, were accepted.**

**TWENTIETH ORDER OF BUSINESS** **Approval of May 12, 2025 Public Hearings and Regular Meeting Minutes**

**On MOTION by Mr. Miles and seconded by Ms. Livingston, with all in favor, the May 12, 2025 Public Hearings and Regular Meeting Minutes, as presented, were approved.**

**TWENTY-FIRST ORDER OF BUSINESS** **Staff Reports**

- A. District Counsel: Kilinski | Van Wyk PLLC**
- B. District Engineer (Interim): NV5, Inc.**

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

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

- **NEXT MEETING DATE: March 26, 2026 at 12:30 PM**
  - **QUORUM CHECK**

The March and April meetings will be cancelled. The next meeting will be May 28, 2026.

**TWENTY-SECOND ORDER OF BUSINESS** **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**TWENTY-THIRD ORDER OF BUSINESS** **Public Comments**

No members of the public spoke.

**TWENTY-FOURTH ORDER OF BUSINESS** **Adjournment**

**On MOTION by Ms. Livingston and seconded by Mr. Chandler, with all in favor, the meeting adjourned at 1:15 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**HIGHLAND PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

**HIGHLAND PARK COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE**

**LOCATION**

*Jose Moreno P.A. Office, 240 NW 76 Drive, Suite D, Gainesville, Florida 32607*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 23, 2025 CANCELED</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>November 20, 2025 CANCELED</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>November 27, 2025 CANCELED</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>December 18, 2025 CANCELED</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>December 25, 2025 CANCELED</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>January 22, 2026 CANCELED</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>February 9, 2026</b>	<b>Regular Meeting &amp; Audit Committee Meeting</b>	<b>12:30 PM</b>
<b>February 26, 2026</b> <i>rescheduled to February 9, 2026</i>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>March 26, 2026 CANCELED</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>April 23, 2026 CANCELED</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>May 28, 2026</b>	<b>Regular Meeting</b> <i>Presentation of FY2027 Proposed Budget</i>	<b>12:30 PM</b>
<b>June 25, 2026</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>July 23, 2026</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>August 27, 2026</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>
<b>September 24, 2026</b>	<b>Regular Meeting</b>	<b>12:30 PM</b>

**Highland Park Community Development District  
Performance Measures/Standards & Annual Reporting Form  
October 1, 2025 – September 30, 2026**

**1. Community Communication and Engagement**

**Goal 1.1: Public Meetings Compliance**

**Objective:** Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

**Achieved:** Yes  No

**Goal 1.2: Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), *Florida Statutes*, using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

**Achieved:** Yes  No

**Goal 1.3: Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes  No

**2. Infrastructure and Facilities Maintenance**

**Goal 2.1: Engineer or Field Management Site Inspections**

**Objective:** Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

**Measurement:** Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described within the applicable services agreement

**Achieved:** Yes  No

### **Goal 2.2: District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

**Achieved:** Yes  No

## **3. Financial Transparency and Accountability**

### **Goal 3.1: Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes  No

### **Goal 3.2: Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

**Standard:** CDD website contains 100% of the following information: Most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes  No

### **Goal 3.3: Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements and transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes  No