

Finley Woods Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-723-5900

<http://finleywoodscdd.com/>

The following is the proposed agenda for the Board of Supervisors Meeting for the Finley Woods Community Development District, scheduled to be held **Wednesday, February 17, 2021 at 1:00 p.m. at the Offices of Tommy Williams Homes located at 2563 SW 87th Drive, Suite 10, Gainesville, FL 32608**. The attendance of three Board Members is required to constitute a quorum. Questions or comments on the Board Meeting or proposed agenda may be addressed to Jane Gaarlandt at gaarlandtj@pfm.com or (407) 723-5900.

To attend the meeting, please use the below conference call information:

Phone: **1-844-621-3956**
Access Code: **790 393 986 #**

PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Roll Call to Confirm Quorum
- Public Comment Period *[for any member of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of Minutes of the December 17, 2020 Board of Supervisors' Meeting**

Business Matters

2. **Consideration of Maintenance Cost Sharing Agreement between the District and the HOA**
3. **Ratification of Assignment of Construction Agreement & Acquisition of Completed Improvements (Phase 2)**
4. **Ratification of Demand Note Agreement**
5. **Ratification of Requisitions #4 - #5**
6. **Funding Request Nos. 21 - 22**
7. **Review of Monthly Financials**

Other Business

Staff Reports

- District Counsel
 - Consideration of E-Verify Memorandum
- District Engineer
- District Manager

Supervisor Requests and Audience Comments

Adjournment



**Finley Woods
Community Development District**

Minutes

MINUTES OF MEETING

FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS MEETING

Thursday, December 17, 2020 at 1:00 p.m.

Board Members present at roll call:

Ginney Patterson	Chair
Hank Taylor	Vice-Chair
Tripp Norfleet	Assistant Secretary

Also Present:

Jane Gaarlandt	PFM Group Consulting LLC
Christina Hanna	PFM Group Consulting LLC (via phone)
Katie Buchanan	Hopping Green & Sams, P.A. (via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Gaarlandt called the Board of Supervisors Meeting to order at 1:00 p.m. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public comments at this time.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the December 17, 2020 Board of Supervisors' Meeting

The Board reviewed the minutes of the December 17, 2020 Board of Supervisors' Meeting.

On MOTION by Ms. Patterson, seconded by Mr. Taylor, with all in favor, the Board approved the Minutes of the December 17, 2020 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2021-01,
Amending FY 2020 Budget**

The Board reviewed Resolution 2021-01, Amending FY 2020 Budget.

On MOTION by Ms. Patterson, seconded by Mr. Taylor, with all in favor, the Board approved Resolution 2021-01, Amending FY 2020 Budget.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2021-02,
Authorizing Disbursement of Funds**

The Board reviewed Resolution 2021-02, Authorizing Disbursement of Funds.

On MOTION by Ms. Patterson, seconded by Mr. Taylor, with all in favor, the Board approved Resolution 2021-02, Authorizing Disbursement of Funds.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2021-03,
Adopting Internal Control Policy**

The Board reviewed Resolution 2021-03, Adopting Internal Control Policy.

On MOTION by Ms. Patterson, seconded by Mr. Taylor, with all in favor, the Board approved Resolution 2021-03, Adopting Internal Control Policy.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-04,
Authorizing Execution of Public
Depository Report**

The Board reviewed Resolution 2021-04, Authorizing Execution of Public Depository Report.

On MOTION by Ms. Patterson, seconded by Mr. Taylor, with all in favor, the Board approved Resolution 2021-04, Authorizing Execution of Public Depository Report.

EIGHTH ORDER OF BUSINESS

Funding Request Nos. 16-20

The Board reviewed Funding Request Nos. 16-20

On MOTION by Ms. Patterson, seconded by Mr. Taylor, with all in favor, the Board approved Funding Request Nos. 16-20.

NINTH ORDER OF BUSINESS

Review of Monthly Financials

The Board reviewed the District's monthly financials. There was no action required by the Board.

TENTH ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – Ms. Buchanan explained the District took assignment of the Phase 1 Contract prior to the establishment of the District. She recommended that the Board continue along that path with the Phase 2 Contract.

On MOTION by Ms. Patterson, seconded by Mr. Taylor, with all in favor, the Board authorized the District to take assignment of the Phase 2 Contract in the same form of Contract Assignment Package that was previously approved and delegated authority to the Chair to execute

District Engineer – Not Present

District Manager – No Comment

EIGHTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

ELEVENTH ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

ON MOTION by Ms. Patterson, seconded by Mr. Taylor, with all in favor, the Board adjourned the Thursday, December 17, 2020 Board of Supervisors' Meeting for Finley Woods Community Development District.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**Finley Woods
Community Development District**

**Maintenance Cost Sharing
Agreement between the District and
the HOA**

**AGREEMENT BETWEEN THE
FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT
AND [PROPERTY OWNERS' ASSOCIATION],
FOR FACILITY MANAGEMENT, OPERATION, AND MAINTENANCE SERVICES**

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2021, by and between:

Finley Woods Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is _____ (the "District"); and

[Property Owners' Association] a Florida not-for-profit corporation, whose address is _____ (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"), by ordinance of the Board of City Commissioners in and for the City of Gainesville, Florida; and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure including, but not limited to, **entry and landscape areas, stormwater management facilities, and preserve areas** as identified in the attached **Exhibit A** and as graphically depicted in the attached **Composite Exhibit B** (hereinafter, the "District Property") requiring inspection, operation and/or maintenance services for which the District desires to retain an independent contractor; and

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

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

WHEREAS, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to manage and maintain the District Property and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the Association and the District have a mutual obligation to the District's property owners and residents to provide for the proper and efficient operation and maintenance of the infrastructure within the District, and the parties accordingly agree that this mutual obligation is sufficient consideration to induce the other party to enter into this Agreement.

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

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

SECTION 2. ASSOCIATION'S OBLIGATION.

- A. *General duties.*** The Association shall be responsible for providing, or causing to be provided, the management, operation, and maintenance services in an efficient, lawful and satisfactory manner. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The Association will act in a fiduciary capacity with respect to the protection and accounting of the District's assets.
- B. *Inspection.*** The Association shall conduct regular inspections of all District Property and report any irregularities to the District Manager, or its designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. *Repair and Maintenance.*** The Association shall make, or cause to be made, such routine repair work or normal maintenance to the District Property as may be required for the operation or physical protection of the District Property, or as required under applicable government permits. The Association, in consultation with the District Engineer, shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any service of the District. The Association shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs.
- D. *Investigation and Report of Accidents/Claims.*** The Association shall promptly investigate and provide a full written report to the District Manager as to all

accidents or claims for damage relating to the management, operation, and maintenance of the District Property. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. The Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. The Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.

E. *Compliance with Government Permits, Rules, Regulations, Requirements, and Orders.* The Association shall take such action as is necessary to comply promptly with any and all permits, rules, regulations, requirements, and orders affecting the District Property placed thereon by any governmental authority having jurisdiction. At the request of the District, the Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District Property.

i. The Association shall immediately notify the District Manager and District Counsel in writing of all such requirements and orders, or other contact made with the Association relative to the District Property by any such governmental authority having jurisdiction. The Association shall specifically indemnify the District for any penalties, judgments, or orders levied or imposed against the District for failure to comply with any governmental permits, rules, regulations, requirements, and orders during the term of this Agreement.

F. *Adherence to District Rules, Regulations and Policies.* The Association's personnel shall be familiar with all District policies and procedures and shall ensure that all persons using the District Property, including maintenance and repair contractors, are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time, and ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

G. *Care of the Property.* The Association shall use all due care to protect the property of the District, its residents and landowners from damage by the Association, its employees or contractors. The Association agrees to promptly repair any damage resulting from its activities and work and to notify the District of the occurrence of such damage within twenty-four (24) hours.

H. *Staffing and Billing.* The Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges,

etc., necessary to perform the management, operation, and maintenance responsibilities set forth in this Agreement.

- I. *Liens and Claims.* The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District Property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 3. COMPENSATION. The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of management, operation, and maintenance services pursuant to the terms of this Agreement. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement.

SECTION 4. TERM.

- A. The term of this Agreement shall commence as of the effective date of this Agreement and shall continue for a period of three (3) years unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least sixty (60) days' written notice of its intent to not renew the Agreement.
- B. Notwithstanding the foregoing, the District shall have the right to immediately terminate this Agreement at any time due to Association's failure to perform in accordance with the terms of this Agreement (including, but not limited to, the Association's failure to manage, operate, or maintain the District Property at a level satisfactory to the District in its sole discretion), or upon thirty (30) days' written notice without cause. The Association shall have the right to terminate this Agreement upon sixty (60) days' written notice without cause. In the event of any termination, the Association and the District shall cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties.

SECTION 5. INSURANCE. The Association shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-. All policies shall name the District, its staff, consultants and supervisors as additional insureds. Association shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under

this Agreement. District shall also receive thirty (30) days' notice of cancelation of any such insurance policy. Policies shall have the following minimum levels of insurance:

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

SECTION 6. INDEMNIFICATION.

- A.** The Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, and representatives, including litigation or any appellate proceedings with respect thereto.
- B.** The Association agrees to require that, by written contract, any contractor and subcontractors hired in connection with this Agreement indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto.
- C.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Association are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Association, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District

and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Finley Woods Community Development District

[REDACTED]
[REDACTED]
[REDACTED]
Attn:

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

B. If to the Association: [Property Owners’ Association]

[REDACTED]
[REDACTED]
Attn:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to

the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Collier County, Florida.

SECTION 18. PUBLIC RECORDS.

- A.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.
- B.** As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the Association must:
 - i.** Keep and maintain public records required by the District to perform the services;
 - ii.** 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;
 - iii.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and
 - iv.** Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Association or keep and maintain public records required by the District to perform the service. If the Association transfers all public records to the District upon completion of this Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's

custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, _____, C/O _____, AT _____, (_____) _____, OR _____.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

[SIGNATURES ON NEXT PAGE]

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

Attest:

**FINLEY WOODS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

[PROPERTY OWNERS' ASSOCIATION]

(Signature of Witness)

By: _____

Its: _____

(Print Name of Witness)

Exhibit A: Description of the District Property

Composite Exhibit B: Graphic Depiction of the District Property

EXHIBIT A

DESCRIPTION OF THE DISTRICT PROPERTY

- Landscaping at development entry and along landscape buffers
- Irrigation infrastructure at development entry, along landscape buffers, and connecting to ponds
- Stormwater management facilities
- Preserves

COMPOSITE EXHIBIT B

GRAPHIC DEPICTION OF THE DISTRICT PROPERTY

Map of On-Site District Property

**Finley Woods
Community Development District**

**Assignment of Construction Agreement
& Acquisition of Completed
Improvements**

ASSIGNMENT OF SITE WORK AGREEMENT
(PHASE 2)

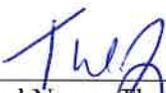
Assignor: Finley Woods Development, LLC (“Assignor”)
Owner/Assignee: Finley Woods Community Development District (“Assignee”)
Contractor: T.W. Williams, Jr., Inc. (“Contractor”)
Contract: Contract for Finley Woods Phase 2 (“Contract” or “Project”)

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 Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Contractor’s Acknowledgement and Acceptance of Assignment and Release. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project. Additionally, Assignee, by separate Bill of Sale, and subject to the terms of that *Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property* dated September 19, 2019 with an effective date of August 14, 2019, agrees to acquire all work conducted to date as part of the Project. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Furthermore, the Contract includes private development improvements being conducted for the benefit of Assignor, specifically electrical conduit (“Developer Items”). The Assignor agrees to pay the Contractor directly for any Developer Items included in the Contract.

Executed in multiple counterparts to be effective the 6 day of January, 2021.

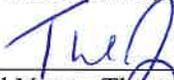
FINLEY WOODS DEVELOPMENT, LLC

By: 
Printed Name: Thomas W. Williams, Jr
Title: Managing Member

**FINLEY WOODS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Printed Name: Virginia Patterson
Title: Board Chairman

T.W. WILLIAMS, JR., INC.

By: 
Printed Name: Thomas W. Williams, Jr
Title: President

EXHIBITS:

- Developer’s Affidavit and Agreement Regarding Assignment of Contract
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACT
(PHASE 2)**

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned, personally appeared Thomas W. Williams, Jr of Finley Woods Development, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Thomas W. Williams, Jr, serve as Managing Member for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Finley Woods Community Development District ("**District**") to accept an assignment of the Improvement Agreement (defined below).
- (ii) The *Contract for Finley Woods Phase 2* between Developer and T.W. Williams, Jr., Inc. ("**Contractor**"), dated May 24, 2019 ("**Improvement Agreement**"), and attached hereto as **Exhibit A-1**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Improvement Agreement as it relates to certain roadway, water and sewer improvements ("**Improvements**") as described on **Exhibit A-2** 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 Improvement Agreement.
- (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 Developer has executed a Demand Note Agreement in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**.
- (vi) Developer X represents and warrants that there are no outstanding liens or claims relating to the Improvement Agreement, or has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.

- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (viii) Pursuant to the *Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property* dated September 19, 2019 with an effective date of August 14, 2019, the District agrees to acquire any work previously conducted under the Improvement Agreement by separate Bill of Sale and other supporting documentation.
- (ix) The Improvement Agreement includes private development improvements being conducted for the benefit of Developer, specifically electrical conduit (“Developer Items”). The Developer agrees to pay the Contractor directly for any Developer Items included in the Improvement Agreement.

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

Executed this 6 day of January, 2021.

FINLEY WOODS DEVELOPMENT, LLC



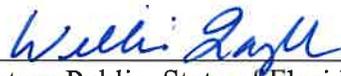
Todd C. Louis
 [Print Name]

By: 

 Name: Thomas W. Williams, Jr
 Title: Managing Member

**STATE OF FLORIDA
 COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of January, 2021, by Thomas W Williams, Jr, as Managing Member of Finley Woods Development, LLC on its behalf. He [X] is personally known to me or [] produced _____ as identification.



 Notary Public, State of Florida

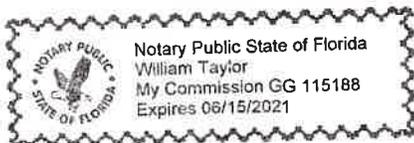


EXHIBIT A-1

CONTRACT for FINLEY WOODS PHASE 2

THIS AGREEMENT is made and entered on this 24th day of May, 2019, by and between **Finley Woods Development LLC.**, address 2563 SW 87th Drive, St. 10, Gainesville, FL 32608, hereafter called “the Owner” and **T.W. Williams, Jr. , Inc.**, located at 2563 SW 87th Drive, St.10, Gainesville, FL. 32608, hereinafter referred to as “the Contractor”.

The “Owner” has retained Causseaux, Hewett, & Walpole, Inc. (CHW) for the Construction Management Phase of this project. All shop drawings, contractor correspondence, request for additional services and pay application will be facilitated through CHW. CHW will also observe construction regularly and as needed to manage the activities for conformance with the contract documents and will administer a substantial completion inspection and final inspection.

The Contractor agrees to the following:

Section 1

Scope of Work: The Contractor, in consideration of the sum mentioned herein, does hereby agree to the following and as described in **Attachment “A”**.

1. All paving, grading, Drainage, Water, Sewer for Finley Woods Phase 2. As drawn on plans by CHW, project number 17-0050.

Section 2

The total sum to be paid to the Contractor to complete the above described work at Finley Woods phase 2, more specifically described in **Attachment “A”**, shall be **Three Million Three Hundred Fifteen Thousand, Five Hundred Dollars, \$3,315,5000.**

Any additional work must have written authorization from the Owner prior to any work being completed and shall be based on the Unit Pricing provided in Attachment “A”.

The contractor shall submit a draw request for progress payments, based on the Contractor’s good faith of the percentage of the work that has been completed to date. The progress payments shall be submitted on the 25th of each month and processed accordingly through the Engineer. The Engineer will have 5 days to review, approve and submit to the Owner, within the next 15 days, the Owner shall make Payment. The progress payment shall be based on **Attachment “A”**,

as attached hereto and as submitted by the Contractor. Except as otherwise provided herein, (100% less 10% Retainage) one hundred percent, less ten percent retainage, of the value of the Contractor's good faith estimate of the percentage of work completed shall be paid within the terms given. If requested by the Owner, Contractor will submit partial lien releases required for work completed through previous application payment upon receipt of payment from Owner. Upon full completion of the Contractor's work to the satisfaction of the Engineer, the Contractor shall furnish the Owner with a full and complete release of lien together with an affidavit in accordance with Chapter 713.06, Florida Statutes. In the event any payment in full is not made within 20 days of receipt, it is understood and agreed that the unpaid balance shall bear service and handling charges at one and half percent per month or eighteen percent per annum. At Contractor's option, non payment on a timely basis, shall be cause for the Contractor to cease work until accounts receivable are brought current in accordance with the provisions of the contract.

Section 3

The Contractor shall furnish all supervision, labor and equipment to perform all Work as described and set forth in **Attachment "A"** attached hereto and made a part hereof.

Section 4

The Contractor agrees to covenants to indemnify, defend and save harmless and exonerate the Owner of and from all liability, claims and demands for bodily injury, property damages, court costs, attorney's fees and any contractual liability that Contractor has assumed in its Agreement with the Owner, arising out of the work undertaken by the Contractor, its employees, agents, representatives or its subcontractors and arising out of any other operations, no matter by whom performed, for and on behalf of the Contractor whether or not due in whole in part to conditions, acts, or omissions done or committed by the Contractor, its employees, agents, representatives or its subcontractors, and the Contractor shall deliver to the Owner, before the commencement of work provided for by this Agreement, a copy of a certificate of insurance, certifying that the insurance coverage set forth below, is in force and further certifying that these policies will not be canceled during the period of construction unless and until the Owner is given ten (10) days written notice of the cancellation of same, and said certificate shall show an endorsement added to the policies reading substantially as follows:

“The policies herein referred to are not cancelable or subject to a reduction of coverage by the insurer unless and until the Owner has received ten (10) day's written notice as evidenced by return receipt of registered or certified letter.” The limits of coverage for the Contractor shall be as follows:

- A) Worker's Compensation insurance at the statutory limits covering all employees of Contractor. Such insurance shall include every laborer, operator, truck driver, mechanic or supervisor who is under direct or indirect control of Contractor.
- B) Public Liability insurance covering the Contractors legal liability for bodily injury, in limits of not less than One Million (\$1,000,000.00) Dollars per person and One Million (\$1,000,000.00) Dollars per occurrence and for property damage in the amount of Two Million (\$2,000,000.00) Dollars in aggregate.
- C) Automobile Liability insurance for bodily injury in limits of not less than One Million (\$1,000,000.00) per person and One Million (\$1,000,000.00) Dollars per accident, and for property damage in the same limits, and providing for coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned or hired automobile, trailer or other equipment required to be licensed.

Section 5

The Contract Time shall not exceed **365** Calendars days, from Notice to Proceed to Project Completion (per scope of work listed on **Attachment "A" and sections 1 and 2**).

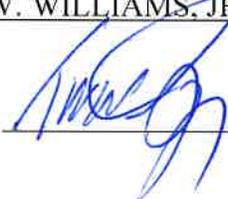
The Notice to Proceed (NTP) will be issued by the Owner on a separate document once the funding of the project has been secured. The NTP is expected by August 30, 2019.

Section 6

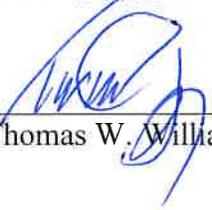
Warranty: A 12 month warranty period is included with an 11 month warranty inspection to deal with any warranty issues. Any items found will be repaired / replaced prior to the standard 12 month warranty expiration.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and the Corporation's have caused these presents to be signed and the corporate seal affixed hereunto by their proper officers, the day and year first above written.

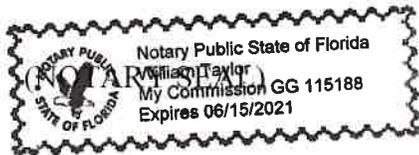
T. W. WILLIAMS, JR. INC.

By:  _____

FINLEY WOODS DEVELOPMENT LLC.

By: 
Thomas W. Williams, Jr. Manager

Sworn to and subscribed before me this 24 day of **May, 2019**, by a person well known to me under oath.




Notary Public

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 1

Contractor's signed certification is attached.

APPLICATION DATE: 1/6/2020

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 1/6/2020

Use Column I on Contracts where variable retainage for line items may apply.

ENGINEER'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					
	Impact fees								
	Construction	\$300,000.00	\$50,919.80	\$249,080.20		\$300,000.00	100.00%	\$0.00	\$30,000.00
	Mobilization,,	\$165,000.00							
	Testing Surveying	\$50,000.00							
	Grading & Excavation	\$1,290,463.00							
	Clear and Grubbing 1 LS	\$250,000.00							
	12" subgrade LBR 40 10,250 SY	\$45,000.00							
	8' Limerock Base 10250 SY	\$140,000.00							
	grading Lump Sum	\$50,000.00							
	Fill from onsite and/or import	\$150,000.00							
	Cut and grade retention area	\$208,963.00							
	6" concrete paving 400 SY	\$20,000.00							
	4" concrete sidewalk 4,800 SF	\$16,000.00							
	type F Curb and Gutter 1,200 LF	\$35,500.00							
	Miami Curb and gutter 7,400 LF	\$175,000.00							
	Striping lump sum	\$10,000.00							
	signage	\$8,000.00							
	Silt fence	\$100,000.00							
	Tree Barrier	\$30,000.00							
	Sod 13,200 SY	\$30,000.00							
	Seed & Mulch 13,200 SY	\$14,000.00							
	Construction Entrance/ Exit 1 LS	\$8,000.00							
				\$249,080.20	\$0.00	\$300,000.00		\$0.00	\$30,000.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
 APPLICATION DATE: 1/6/2020
 PERIOD TO: 1/6/2020
 ENGINEER'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					
	Paving	\$101,090.00							\$0.00
	Asphalt 2" SP 12.5	\$95,000.00							
	24" stop bar	\$3,045.00							
	Crosswalk	\$3,045.00							
	Storm Drain	\$429,335.00							\$0.00
	5 MES	\$20,900.00							
	Manhole 4 ft.	\$6,000.00							
	Manhole 6 ft.	\$15,750.00							
	Type 3 inlet P inlets	\$30,000.00							
	Type 3 inlet J inlets	\$10,000.00							
	Type 4 inlet	\$30,000.00							
	Type 4 inlet	\$24,785.00							
	Manhole w/5 type J bottom	\$15,000.00							
	Type 3 inlet tops	\$12,000.00							
	Type 4 inlet type tops	\$4,500.00							
	Type C inlet	\$3,400.00							
				\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1

APPLICATION DATE: 1/6/2020

PERIOD TO: 1/6/2020

ENGINEER'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					
	18" HDPE	\$52,000.00							
	24" HDPE	\$70,000.00							
	30" HDPE	\$40,000.00							
	36 HDPE	\$75,000.00							
	<i>Rubble Rip Rap retention pond</i>	\$20,000.00							
	Sanitary Sewer	\$461,612.00							
	8" sewer main PVC 3,900 feet	\$161,621.00							
	Connect 8" SS main to ex. MH	\$5,000.00							
	Connect 4" SS Lateral to ex. MH	\$5,000.00							
	Connect 4" SS lateral to ex. Pipe	\$5,000.00							
	Core-Drill Manhole	\$5,000.00							
	Manhole 8'-10'-7	\$58,991.00							
	Manhole 10'-12' 3	\$45,000.00							
	Manhole 12'-14' 2	\$35,000.00							
	Manhole 20'-22' 1	\$16,000.00							
	4" sewer Laterals 4312	\$70,000.00							
	fittings, cleanout , caps	\$55,000.00							
				\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

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CONTINUATION SHEET

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In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
 APPLICATION DATE: 1/6/2020
 PERIOD TO: 1/6/2020
 ENGINEER'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					
	Water System	\$413,000.00							
	Connect to existing water main- 2	\$4,000.00							
	8" PVC 3640 feet	\$100,000.00							
	8" DIP 260 feet	\$20,000.00							
	Water service	\$95,000.00							
	Misc. fittings, plugs Valves	\$95,000.00							
	Fire Hydrant Assembly 5	\$50,000.00							
	2" PVC 800 ft	\$15,000.00							
	3" sleeve pipe	\$10,000.00							
	3" Blowoff Assembly 6	\$20,000.00							
	3/4 " RPZ Backflow Preventer 5	\$4,000.00							
	Electric service	\$85,000.00							
	10,000 ft. Conduits	\$75,000.00							
	misc fittings	\$10,000.00							
	Crossing and Casing	\$20,000.00							
	1,700 feet 2 to 6 inch PVC crossing	\$20,000.00							
				\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Totals \$249,080.20 \$0.00 \$300,000.00 \$0.00 \$30,000.00

EXHIBIT A-2

DESCRIPTION OF PROJECT

The roadway, water and sewer and stormwater improvements (“Improvements”) identified in the *Contract for Finley Woods Phase 2*, dated May 24, 2019, between Finley Woods Development, LLC, and T.W. Williams, Jr., Inc., and more specifically described as follows:

IMPROVEMENT		TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	RETAINAGE	COST TO COMPLETE IMPROVEMENT
1.	Roadway	\$2,011,553.00	\$189,080.20	\$30,000.00	\$1,792,472.80
2.	Water and Sewer	\$874,612.00	0		\$874,612.00
3.	Stormwater	\$429,335.00	0		\$429,335.00

EXHIBIT B

CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF ASSIGNMENT AND RELEASE (PHASE 2)

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

- (i) The agreement between Finley Woods Development, LLC, and Contractor dated May 24, 2019 ("**Improvement Agreement**") has been assigned to the Finley Woods Community Development District ("**District**") as it relates to certain roadway, water and sewer improvements ("**Improvements**") as described on **Exhibit A** attached hereto. Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. _____ Contractor has furnished and recorded 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. X 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 Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this 6 day of January, 2021.

T.W. WILLIAMS, JR., INC.


By: Thomas W. Williams, Jr
Its: President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of January, 2021, by Thomas W Williams, Jr. as President of T W Williams, Jr., Inc. on its behalf. He [X] is personally known to me or [] produced _____ as identification.


Notary Public, State of Florida

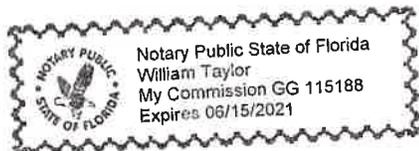


EXHIBIT A

IMPROVEMENT		TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	RETAINAGE	COST TO COMPLETE IMPROVEMENT
1.	Roadway	\$2,011,553.00	\$189,080.20	\$30,000.00	\$1,792,472.80
2.	Water and Sewer	\$874,612.00	0		\$874,612.00
3.	Stormwater	\$429,335.00	0		\$429,335.00

EXHIBIT C

DEMAND NOTE AGREEMENT

WHEREAS, on or around **May 24, 2019**, the **FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT** (“District” or “Owner”) entered into a contract with **T.W. WILLIAMS, JR., INC.**, a Florida corporation (“Principal”), for construction services for Finley Woods Phase 2, a copy of which is attached hereto as **Exhibit “A”** (“Contract”); and

WHEREAS, Section 255.05(7), Florida Statutes, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

WHEREAS, Section 255.05(7), Florida Statutes, in *pari materia* with 625.317, Florida Statutes (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), Florida Statutes; and

WHEREAS, Section 255.05(7), Florida Statutes, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

WHEREAS, the developer, **FINLEY WOODS DEVELOPMENT, LLC** (“Guarantor”) desires to provide this instrument (“Demand Note”) to obviate the need for the Principal to incur the expense of a standard public construction bond; and

WHEREAS, Guarantor is a solvent company organized as required by Section 255.05(7), Florida Statutes; and

WHEREAS, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects.

NOW, THEREFORE, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

Section I

BY THIS INSTRUMENT, we, Principal and Guarantor, are bound to Owner, in the sum of up to **\$3,096,419.80** (“Contract Price”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract do not affect Guarantor's obligation under this Demand Note.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.

Section II

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), Florida Statutes, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

Section III

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the extent required to satisfy such requirements. In the event that it is determined by any court of competent jurisdiction that this Demand Note does not satisfy such requirements, and

amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section 255.05(7), Florida Statutes, or 2) the District shall cause Principal to obtain, and Principal agrees to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section 255.05, *Florida Statutes*, which cost Principal may recover from the District through a change order to the Contract.

Section IV

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

Section V

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

Section VI

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, to the parties, as follows:

A. If to District: Finley Woods Community Development District
c/o PFM Group Consulting, LLC
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32301

Attn: Katie Buchanan

B. If to Guarantor: Finley Woods Development, LLC
2563 SW 87th Drive, Suite 10
Gainesville, FL 32608
Attn: Thomas Williams, Jr.

C. If to Principal: T.W. Williams, Jr., Inc.
2563 SW 87th Drive, Suite 10
Gainesville, Florida 32608
Attn: Thomas Williams, Jr.

Except as otherwise provided herein, any Notification shall be deemed received only upon actual delivery at the address set forth herein unless such delivery is refused, in which case Notification shall be deemed received on the date of first attempted delivery. Notifications delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notification contained in this Demand Note would otherwise expire on a non-business day, the Notification period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notifications on behalf of the parties. Any party or other person to whom Notifications are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notifications shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

Section VII

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law. This Demand Note is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Demand Note expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Demand Note or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section VIII

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or

unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

Section IX

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

Section X

This Demand Note has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Demand Note and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Demand Note, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Section XI

This Demand Note shall become effective immediately.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: Tooid C Lewis

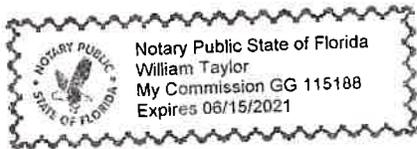
[Signature]
Print Name: WILLIAM TAYLOR

**Finley Woods Community
Development District**

By: [Signature]
Chairperson/Vice Chairperson

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 6 day of January, 2021, by the Chairperson/Vice Chairperson of
the Finley Woods Community Development District, on behalf of District. He is personally
known to me or produced _____ as identification.



[Signature]
Print Name: William Taylor
Notary Public, State of Florida
Commission No.: GG 115188
My Commission Expires: 06/15/2021

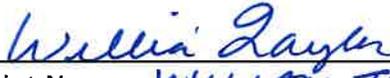
{Notary Seal}

Signed, sealed and delivered
in the presence of:

T.W. WILLIAMS, JR., INC.

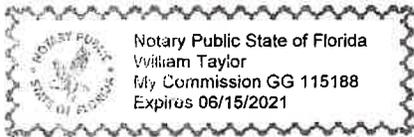

Print Name: Todd C Louis

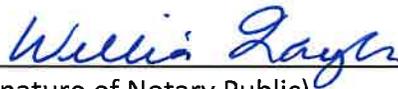
By: 
Name: Thomas W. Williams, Jr.
Title: President


Print Name: WILLIAM TAYLOR

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing was sworn to and subscribed before me by means of physical presence
or online notarization this 6 day of January, 2021, by Thomas W. Williams, Jr., as President
of T. W. Williams, Jr., Inc. He/She is personally known to me or produced _____
as identification.




(Signature of Notary Public)

William Taylor
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: GG 115188
My Commission Expires: 06/15/2021

Exhibit A: Contract

EXHIBIT A

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)
(PHASE 2)**

1. **ASSIGNMENT.** This Addendum applies to that certain contract between the Finley Woods Community Development District (“**District**”) and T.W. Williams, Jr., Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Duval 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. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

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

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

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

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 10 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

6. **INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million Dollars (\$2,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

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

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.

- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

8. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's

public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, GAARLANDTJ@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

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

If to the District:

Finley Woods Community
Development District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: Jane Gaarlandt

With a copy to:

Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Katie S. Buchanan

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

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

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

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

[CONTINUED ON FOLLOWING PAGE]

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

T.W. WILLIAMS, JR., INC.



Witness

Todd C Louis

Print Name of Witness



By: Thomas W. Williams, Jr

Its: President

**FINLEY WOODS COMMUNITY
DEVELOPMENT DISTRICT**



Witness

Todd C Louis

Print Name of Witness



By: Virginia Patterson

Its: Board Chairman

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

EXHIBIT A

SCRUTINIZED COMPANIES STATEMENT

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

1. This sworn statement is submitted to Finley Woods Community Development District

By Thomas W. Williams, Jr, President
(print individual's name and title)

for T. W. Williams, Jr, Inc.
(print name of entity submitting sworn statement)

whose business address is

2563 SW 87th Drive, Suite 10, Gainesville, FL 32608

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

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

Th W Williams Jr
Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF ALACHUA,

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 6 day of January, 2021, by Thomas W. Williams, Jr, of the T. W. Williams, Jr., Inc. who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

William Taylor
Signature of Notary Public taking acknowledgement

My Commission Expires: 06/15/2021
(SEAL)

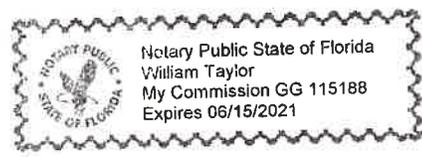


EXHIBIT B

PUBLIC ENTITY CRIMES STATEMENT

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

1. This sworn statement is submitted to Finley Woods Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Thomas W. Williams, Jr for T. W. Williams, Jr., Inc. ("Contractor") and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 2563 SW 87th Drive, Suite 10, Gainesville, FL 32608
4. Contractor's Federal Employer Identification Number (FEIN) is 59-3594616

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

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

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

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

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

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

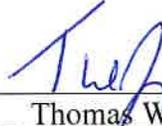
 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest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

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

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

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

Dated this 6 day of January, 2021.


By: Thomas W. Williams, Jr

Title: President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of January, 2021, by Thomas W Williams, Jr of T. W. Williams, Jr., Inc, who is **personally known** to me or who has produced _____ as identification, and did [] or did not [] take the oath.


Notary Public, State of Florida
Print Name: WILLIAM TAYLOR
Commission No.: GG 115188
My Commission Expires: 06/15/2021

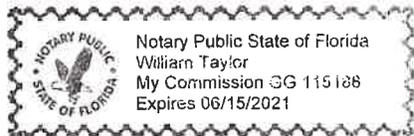


EXHIBIT C

FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

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

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

CERTIFICATION

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

Dated this 6 day of January, 2021.

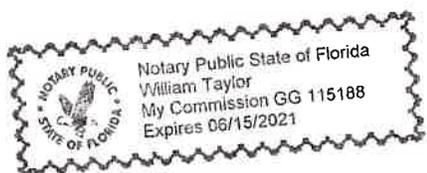
Contractor: Thomas W. Williams, Jr INC

By: Thomas W. Williams, Jr
Title: President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of January, 2021, by Thomas W. Williams, Jr of T. W. Williams, Jr., Inc., who is **personally known** to me or who has produced _____ as identification, and did [] or did not [] take the oath.

William Taylor
Notary Public, State of Florida
Print Name: WILLIAM TAYLOR
Commission No.: GG 115188
My Commission Expires: 06/15/2021



**FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

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

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

Dated this _____ day of January, 2021.

Subcontractor: _____

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of January, 2021, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

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

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

**CERTIFICATE OF DISTRICT ENGINEER
FOR ASSIGNMENT OF IMPROVEMENTS
(PHASE 2)**

_____, 2020

Board of Supervisors
Finley Woods Community Development District

Re: Finley Woods Community Development District (Alachua County, Florida)
Assignment of Improvements

Ladies and Gentlemen:

The undersigned, a representative of CHW, Inc. (“**District Engineer**”), as District Engineer for the Finley Woods Community Development District (“**District**”), hereby makes the following certifications in connection with the District’s acceptance of certain improvements within the District (“**Improvements**”) as identified in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District’s capital improvement plan as set forth in the District’s *Engineer’s Report*, dated September 2019 (“**Engineer’s Report**”), and specially benefit property within the District as further described in the Engineer’s Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are 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 Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

[CONTINUED ON FOLLOWING PAGE]

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

CHW, INC.

By: [Signature]
Print Name: Robert Walpole
Its: President

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of January, 2020, by Robert Walpole, as President of CHW, on its behalf. He is personally known to me or produced _____ as identification.



[Signature]
Notary Public, State of Florida

EXHIBIT A

IMPROVEMENT		TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	RETAINAGE	COST TO COMPLETE IMPROVEMENT
1.	Roadway	\$2,011,553.00	\$189,080.20	\$30,000.00	\$1,792,472.80
2.	Water and Sewer	\$874,612.00	0		\$874,612.00
3.	Stormwater	\$429,335.00	0		\$429,335.00

**BILL OF SALE
(PHASE 2)**

KNOW ALL MEN BY THESE PRESENTS, that **Finley Woods Development, LLC** (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, which has been or will be paid to it by the **Finley Woods Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”), has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to wit:

Those improvements set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

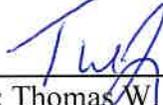
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IN WITNESS WHEREOF Seller has caused this Bill of Sale to be signed in its name on the day and year above-written effective as of January 6, 2021.

FINLEY WOODS DEVELOPMENT, LLC



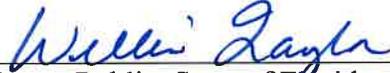
Todd C Louis
[Print Name]

By: 

Name: Thomas W Williams, Jr
Title: Managing Member

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of January, 2021, by Thomas W. Williams, Jr, as Managing Member of Finley Woods Development, LLC, on its behalf. He [X] is personally known to me or [] produced _____ as identification.



Notary Public, State of Florida

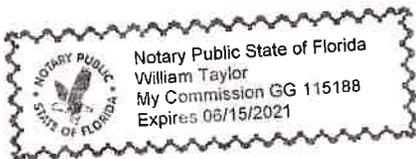


EXHIBIT A

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	RETAINAGE	COST TO COMPLETE IMPROVEMENT
1. Roadway	\$2,011,553.00	\$189,080.20	\$30,000.00	\$1,792,472.80
2. Water and Sewer	\$874,612.00	0		\$874,612.00
3. Stormwater	\$429,335.00	0		\$429,335.00

**Finley Woods
Community Development District**

Demand Note Agreement

DEMAND NOTE AGREEMENT

WHEREAS, on or around **May 24, 2019**, the **FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT** (“District” or “Owner”) entered into a contract with **T.W. WILLIAMS, JR., INC.**, a Florida corporation (“Principal”), for construction services for Finley Woods Phase 2, a copy of which is attached hereto as **Exhibit “A”** (“Contract”); and

WHEREAS, Section 255.05(7), Florida Statutes, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

WHEREAS, Section 255.05(7), Florida Statutes, in *pari materia* with 625.317, Florida Statutes (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), Florida Statutes; and

WHEREAS, Section 255.05(7), Florida Statutes, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

WHEREAS, the developer, **FINLEY WOODS DEVELOPMENT, LLC** (“Guarantor”) desires to provide this instrument (“Demand Note”) to obviate the need for the Principal to incur the expense of a standard public construction bond; and

WHEREAS, Guarantor is a solvent company organized as required by Section 255.05(7), Florida Statutes; and

WHEREAS, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects.

NOW, THEREFORE, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

Section I

BY THIS INSTRUMENT, we, Principal and Guarantor, are bound to Owner, in the sum of up to **\$3,096,419.80** (“Contract Price”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract do not affect Guarantor's obligation under this Demand Note.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.

Section II

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), Florida Statutes, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

Section III

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the extent required to satisfy such requirements. In the event that it is determined by any court of competent jurisdiction that this Demand Note does not satisfy such requirements, and

amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section 255.05(7), Florida Statutes, or 2) the District shall cause Principal to obtain, and Principal agrees to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section 255.05, *Florida Statutes*, which cost Principal may recover from the District through a change order to the Contract.

Section IV

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

Section V

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

Section VI

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, to the parties, as follows:

A. If to District: Finley Woods Community Development District
c/o PFM Group Consulting, LLC
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32301

Attn: Katie Buchanan

B. If to Guarantor: Finley Woods Development, LLC
2563 SW 87th Drive, Suite 10
Gainesville, FL 32608
Attn: Thomas Williams, Jr.

C. If to Principal: T.W. Williams, Jr., Inc.
2563 SW 87th Drive, Suite 10
Gainesville, Florida 32608
Attn: Thomas Williams, Jr.

Except as otherwise provided herein, any Notification shall be deemed received only upon actual delivery at the address set forth herein unless such delivery is refused, in which case Notification shall be deemed received on the date of first attempted delivery. Notifications delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notification contained in this Demand Note would otherwise expire on a non-business day, the Notification period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notifications on behalf of the parties. Any party or other person to whom Notifications are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notifications shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

Section VII

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law. This Demand Note is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Demand Note expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Demand Note or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section VIII

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or

unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

Section IX

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

Section X

This Demand Note has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Demand Note and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Demand Note, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Section XI

This Demand Note shall become effective immediately.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: Tooid C Lewis

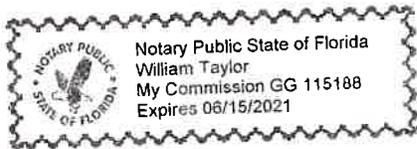
[Signature]
Print Name: WILLIAM TAYLOR

**Finley Woods Community
Development District**

By: [Signature]
Chairperson/Vice Chairperson

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 6 day of January, 2021, by the Chairperson/Vice Chairperson of
the Finley Woods Community Development District, on behalf of District. He is personally
known to me or produced _____ as identification.



[Signature]
Print Name: William Taylor
Notary Public, State of Florida
Commission No.: GG 115188
My Commission Expires: 06/15/2021

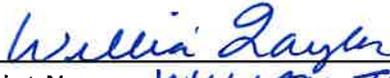
{Notary Seal}

Signed, sealed and delivered
in the presence of:

T.W. WILLIAMS, JR., INC.

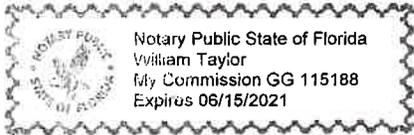

Print Name: Todd C Louis

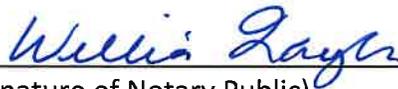
By: 
Name: Thomas W. Williams, Jr.
Title: President


Print Name: WILLIAM TAYLOR

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing was sworn to and subscribed before me by means of physical presence
or online notarization this 6 day of January, 2021, by Thomas W. Williams, Jr., as President
of T. W. Williams, Jr., Inc. He/She is personally known to me or produced _____
as identification.




(Signature of Notary Public)

William Taylor
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: GG 115188
My Commission Expires: 06/15/2021

Exhibit A: Contract

EXHIBIT A

ASSIGNMENT OF SITE WORK AGREEMENT
(PHASE 2)

Assignor: Finley Woods Development, LLC (“Assignor”)
Owner/Assignee: Finley Woods Community Development District (“Assignee”)
Contractor: T.W. Williams, Jr., Inc. (“Contractor”)
Contract: Contract for Finley Woods Phase 2 (“Contract” 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 Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Contractor’s Acknowledgement and Acceptance of Assignment and Release. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project. Additionally, Assignee, by separate Bill of Sale, and subject to the terms of that *Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property* dated September 19, 2019 with an effective date of August 14, 2019, agrees to acquire all work conducted to date as part of the Project. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

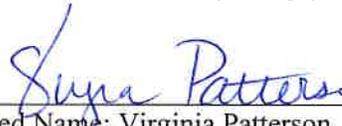
Furthermore, the Contract includes private development improvements being conducted for the benefit of Assignor, specifically electrical conduit (“Developer Items”). The Assignor agrees to pay the Contractor directly for any Developer Items included in the Contract.

Executed in multiple counterparts to be effective the 6 day of January, 2021.

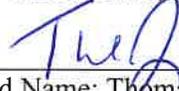
FINLEY WOODS DEVELOPMENT, LLC

By: 
Printed Name: Thomas W. Williams, Jr
Title: Managing Member

**FINLEY WOODS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Printed Name: Virginia Patterson
Title: Board Chairman

T.W. WILLIAMS, JR., INC.

By: 
Printed Name: Thomas W. Williams, Jr
Title: President

EXHIBITS:

- Developer’s Affidavit and Agreement Regarding Assignment of Contract
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACT
(PHASE 2)**

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned, personally appeared Thomas W. Williams, Jr of Finley Woods Development, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Thomas W. Williams, Jr, serve as Managing Member for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Finley Woods Community Development District ("**District**") to accept an assignment of the Improvement Agreement (defined below).
- (ii) The *Contract for Finley Woods Phase 2* between Developer and T.W. Williams, Jr., Inc. ("**Contractor**"), dated May 24, 2019 ("**Improvement Agreement**"), and attached hereto as **Exhibit A-1**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Improvement Agreement as it relates to certain roadway, water and sewer improvements ("**Improvements**") as described on **Exhibit A-2** 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 Improvement Agreement.
- (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 Developer has executed a Demand Note Agreement in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**.
- (vi) Developer X represents and warrants that there are no outstanding liens or claims relating to the Improvement Agreement, or has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.

- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (viii) Pursuant to the *Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property* dated September 19, 2019 with an effective date of August 14, 2019, the District agrees to acquire any work previously conducted under the Improvement Agreement by separate Bill of Sale and other supporting documentation.
- (ix) The Improvement Agreement includes private development improvements being conducted for the benefit of Developer, specifically electrical conduit (“Developer Items”). The Developer agrees to pay the Contractor directly for any Developer Items included in the Improvement Agreement.

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

Executed this 6 day of January, 2021.

FINLEY WOODS DEVELOPMENT, LLC



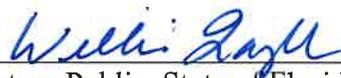
Todd C. Louis
 [Print Name]

By: 

 Name: Thomas W. Williams, Jr
 Title: Managing Member

**STATE OF FLORIDA
 COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of January, 2021, by Thomas W Williams, Jr, as Managing Member of Finley Woods Development, LLC on its behalf. He [X] is personally known to me or [] produced _____ as identification.



 Notary Public, State of Florida

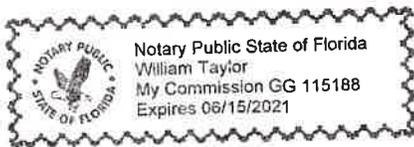


EXHIBIT A-1

CONTRACT for FINLEY WOODS PHASE 2

THIS AGREEMENT is made and entered on this 24th day of May, 2019, by and between **Finley Woods Development LLC.**, address 2563 SW 87th Drive, St. 10, Gainesville, FL 32608, hereafter called “the Owner” and **T.W. Williams, Jr. , Inc.**, located at 2563 SW 87th Drive, St.10, Gainesville, FL. 32608, hereinafter referred to as “the Contractor”.

The “Owner” has retained Causseaux, Hewett, & Walpole, Inc. (CHW) for the Construction Management Phase of this project. All shop drawings, contractor correspondence, request for additional services and pay application will be facilitated through CHW. CHW will also observe construction regularly and as needed to manage the activities for conformance with the contract documents and will administer a substantial completion inspection and final inspection.

The Contractor agrees to the following:

Section 1

Scope of Work: The Contractor, in consideration of the sum mentioned herein, does hereby agree to the following and as described in **Attachment “A”**.

1. All paving, grading, Drainage, Water, Sewer for Finley Woods Phase 2. As drawn on plans by CHW, project number 17-0050.

Section 2

The total sum to be paid to the Contractor to complete the above described work at Finley Woods phase 2, more specifically described in **Attachment “A”**, shall be **Three Million Three Hundred Fifteen Thousand, Five Hundred Dollars, \$3,315,5000.**

Any additional work must have written authorization from the Owner prior to any work being completed and shall be based on the Unit Pricing provided in Attachment “A”.

The contractor shall submit a draw request for progress payments, based on the Contractor’s good faith of the percentage of the work that has been completed to date. The progress payments shall be submitted on the 25th of each month and processed accordingly through the Engineer. The Engineer will have 5 days to review, approve and submit to the Owner, within the next 15 days, the Owner shall make Payment. The progress payment shall be based on **Attachment “A”**,

as attached hereto and as submitted by the Contractor. Except as otherwise provided herein, (100% less 10% Retainage) one hundred percent, less ten percent retainage, of the value of the Contractor's good faith estimate of the percentage of work completed shall be paid within the terms given. If requested by the Owner, Contractor will submit partial lien releases required for work completed through previous application payment upon receipt of payment from Owner. Upon full completion of the Contractor's work to the satisfaction of the Engineer, the Contractor shall furnish the Owner with a full and complete release of lien together with an affidavit in accordance with Chapter 713.06, Florida Statutes. In the event any payment in full is not made within 20 days of receipt, it is understood and agreed that the unpaid balance shall bear service and handling charges at one and half percent per month or eighteen percent per annum. At Contractor's option, non payment on a timely basis, shall be cause for the Contractor to cease work until accounts receivable are brought current in accordance with the provisions of the contract.

Section 3

The Contractor shall furnish all supervision, labor and equipment to perform all Work as described and set forth in **Attachment "A"** attached hereto and made a part hereof.

Section 4

The Contractor agrees to covenants to indemnify, defend and save harmless and exonerate the Owner of and from all liability, claims and demands for bodily injury, property damages, court costs, attorney's fees and any contractual liability that Contractor has assumed in its Agreement with the Owner, arising out of the work undertaken by the Contractor, its employees, agents, representatives or its subcontractors and arising out of any other operations, no matter by whom performed, for and on behalf of the Contractor whether or not due in whole in part to conditions, acts, or omissions done or committed by the Contractor, its employees, agents, representatives or its subcontractors, and the Contractor shall deliver to the Owner, before the commencement of work provided for by this Agreement, a copy of a certificate of insurance, certifying that the insurance coverage set forth below, is in force and further certifying that these policies will not be canceled during the period of construction unless and until the Owner is given ten (10) days written notice of the cancellation of same, and said certificate shall show an endorsement added to the policies reading substantially as follows:

“The policies herein referred to are not cancelable or subject to a reduction of coverage by the insurer unless and until the Owner has received ten (10) day's written notice as evidenced by return receipt of registered or certified letter.” The limits of coverage for the Contractor shall be as follows:

- A) Worker's Compensation insurance at the statutory limits covering all employees of Contractor. Such insurance shall include every laborer, operator, truck driver, mechanic or supervisor who is under direct or indirect control of Contractor.
- B) Public Liability insurance covering the Contractors legal liability for bodily injury, in limits of not less than One Million (\$1,000,000.00) Dollars per person and One Million (\$1,000,000.00) Dollars per occurrence and for property damage in the amount of Two Million (\$2,000,000.00) Dollars in aggregate.
- C) Automobile Liability insurance for bodily injury in limits of not less than One Million (\$1,000,000.00) per person and One Million (\$1,000,000.00) Dollars per accident, and for property damage in the same limits, and providing for coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned or hired automobile, trailer or other equipment required to be licensed.

Section 5

The Contract Time shall not exceed **365** Calendars days, from Notice to Proceed to Project Completion (per scope of work listed on **Attachment "A" and sections 1 and 2**).

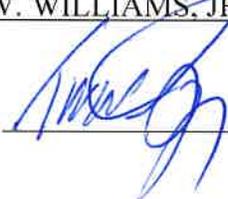
The Notice to Proceed (NTP) will be issued by the Owner on a separate document once the funding of the project has been secured. The NTP is expected by August 30, 2019.

Section 6

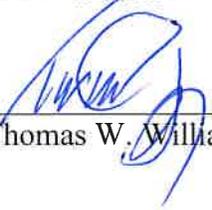
Warranty: A 12 month warranty period is included with an 11 month warranty inspection to deal with any warranty issues. Any items found will be repaired / replaced prior to the standard 12 month warranty expiration.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and the Corporation's have caused these presents to be signed and the corporate seal affixed hereunto by their proper officers, the day and year first above written.

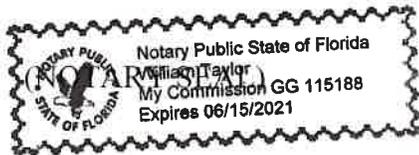
T. W. WILLIAMS, JR. INC.

By:  _____

FINLEY WOODS DEVELOPMENT LLC.

By: 
Thomas W. Williams, Jr. Manager

Sworn to and subscribed before me this 24 day of **May, 2019**, by a person well known to me under oath.




Notary Public

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 5 PAGES

TO OWNER:
 Finley Woods Development, LLC.
 2563 SW 87th Drive, St. 10
 Gainesville, Fl. 32608

PROJECT: Finley Woods PH 2

APPLICATION NO 1

Distribution to:	
<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:
 T.W. Williams, Jr., Inc.
 2563 SW 87th Drive, St. 10
 Gainesville, Fl. 32608

VIA ENGINEER
 CHW

PERIOD TO: 1/6/2020

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE 4/25/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

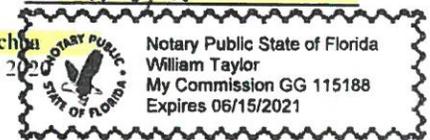
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

1. ORIGINAL CONTRACT SUM	\$	<u>3,315,500.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>3,315,500.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>300,000.00</u>
5. RETAINAGE:		
a. <u>10</u> % of Completed Work (Column D + E on G703)	\$	<u>\$30,000.00</u>
b. _____ % of Stored Material (Column F on G703)	\$	<u>Included in above</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>30,000.00</u>
5. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>270,000.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>50,919.80</u>
8. CURRENT PAYMENT DUE	\$	<u>219,080.20</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>3,045,500.00</u>

CONTRACTOR:

By: [Signature] Date: 1/8/20

State of: Florida County of: Alachua
 Subscribed and sworn to before me this _____ day of January, 2020
 Notary Public: William Taylor
 My Commission expires: 6/15/2021



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 \$ 219,080.20

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

ENGINEER:
 By: [Signature] Date: 1/8/2020

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 approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 1

Contractor's signed certification is attached.

APPLICATION DATE: 1/6/2020

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 1/6/2020

Use Column I on Contracts where variable retainage for line items may apply.

ENGINEER'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					
	Impact fees								
	Construction	\$300,000.00	\$50,919.80	\$249,080.20		\$300,000.00	100.00%	\$0.00	\$30,000.00
	Mobilization,,	\$165,000.00							
	Testing Surveying	\$50,000.00							
	Grading & Excavation	\$1,290,463.00							
	Clear and Grubbing 1 LS	\$250,000.00							
	12" subgrade LBR 40 10,250 SY	\$45,000.00							
	8' Limerock Base 10250 SY	\$140,000.00							
	grading Lump Sum	\$50,000.00							
	Fill from onsite and/or import	\$150,000.00							
	Cut and grade retention area	\$208,963.00							
	6" concrete paving 400 SY	\$20,000.00							
	4" concrete sidewalk 4,800 SF	\$16,000.00							
	type F Curb and Gutter 1,200 LF	\$35,500.00							
	Miami Curb and gutter 7,400 LF	\$175,000.00							
	Striping lump sum	\$10,000.00							
	signage	\$8,000.00							
	Silt fence	\$100,000.00							
	Tree Barrier	\$30,000.00							
	Sod 13,200 SY	\$30,000.00							
	Seed & Mulch 13,200 SY	\$14,000.00							
	Construction Entrance/ Exit 1 LS	\$8,000.00							
				\$249,080.20	\$0.00	\$300,000.00		\$0.00	\$30,000.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
 APPLICATION DATE: 1/6/2020
 PERIOD TO: 1/6/2020
 ENGINEER'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					
	Paving	\$101,090.00							\$0.00
	Asphalt 2" SP 12.5	\$95,000.00							
	24" stop bar	\$3,045.00							
	Crosswalk	\$3,045.00							
	Storm Drain	\$429,335.00							\$0.00
	5 MES	\$20,900.00							
	Manhole 4 ft.	\$6,000.00							
	Manhole 6 ft.	\$15,750.00							
	Type 3 inlet P inlets	\$30,000.00							
	Type 3 inlet J inlets	\$10,000.00							
	Type 4 inlet	\$30,000.00							
	Type 4 inlet	\$24,785.00							
	Manhole w/5 type J bottom	\$15,000.00							
	Type 3 inlet tops	\$12,000.00							
	Type 4 inlet type tops	\$4,500.00							
	Type C inlet	\$3,400.00							
				\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1

APPLICATION DATE: 1/6/2020

PERIOD TO: 1/6/2020

ENGINEER'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					
	18" HDPE	\$52,000.00							
	24" HDPE	\$70,000.00							
	30" HDPE	\$40,000.00							
	36 HDPE	\$75,000.00							
	<i>Rubble Rip Rap retention pond</i>	\$20,000.00							
	Sanitary Sewer	\$461,612.00							
	8" sewer main PVC 3,900 feet	\$161,621.00							
	Connect 8" SS main to ex. MH	\$5,000.00							
	Connect 4" SS Lateral to ex. MH	\$5,000.00							
	Connect 4" SS lateral to ex. Pipe	\$5,000.00							
	Core-Drill Manhole	\$5,000.00							
	Manhole 8'-10'-7	\$58,991.00							
	Manhole 10'-12'-3	\$45,000.00							
	Manhole 12'-14'-2	\$35,000.00							
	Manhole 20'-22'-1	\$16,000.00							
	4" sewer Laterals 4312	\$70,000.00							
	fittings, cleanout , caps	\$55,000.00							
				\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

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In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
 APPLICATION DATE: 1/6/2020
 PERIOD TO: 1/6/2020
 ENGINEER'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					
	Water System	\$413,000.00							
	Connect to existing water main- 2	\$4,000.00							
	8" PVC 3640 feet	\$100,000.00							
	8" DIP 260 feet	\$20,000.00							
	Water service	\$95,000.00							
	Misc. fittings, plugs Valves	\$95,000.00							
	Fire Hydrant Assembly 5	\$50,000.00							
	2" PVC 800 ft	\$15,000.00							
	3" sleeve pipe	\$10,000.00							
	3" Blowoff Assembly 6	\$20,000.00							
	3/4 " RPZ Backflow Preventer 5	\$4,000.00							
	Electric service	\$85,000.00							
	10,000 ft. Conduits	\$75,000.00							
	misc fittings	\$10,000.00							
	Crossing and Casing	\$20,000.00							
	1,700 feet 2 to 6 inch PVC crossing	\$20,000.00							
				\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Totals \$249,080.20 \$0.00 \$300,000.00 \$0.00 \$30,000.00

EXHIBIT A-2

DESCRIPTION OF PROJECT

The roadway, water and sewer and stormwater improvements (“Improvements”) identified in the *Contract for Finley Woods Phase 2*, dated May 24, 2019, between Finley Woods Development, LLC, and T.W. Williams, Jr., Inc., and more specifically described as follows:

IMPROVEMENT		TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	RETAINAGE	COST TO COMPLETE IMPROVEMENT
1.	Roadway	\$2,011,553.00	\$189,080.20	\$30,000.00	\$1,792,472.80
2.	Water and Sewer	\$874,612.00	0		\$874,612.00
3.	Stormwater	\$429,335.00	0		\$429,335.00

EXHIBIT B

CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF ASSIGNMENT AND RELEASE (PHASE 2)

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

- (i) The agreement between Finley Woods Development, LLC, and Contractor dated May 24, 2019 ("**Improvement Agreement**") has been assigned to the Finley Woods Community Development District ("**District**") as it relates to certain roadway, water and sewer improvements ("**Improvements**") as described on **Exhibit A** attached hereto. Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. _____ Contractor has furnished and recorded 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. X 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 Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this 6 day of January, 2021.

T.W. WILLIAMS, JR., INC.


By: Thomas W. Williams, Jr
Its: President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of January, 2021, by Thomas W Williams, Jr. as President of T W Williams, Jr., Inc. on its behalf. He [X] is personally known to me or [] produced _____ as identification.


Notary Public, State of Florida

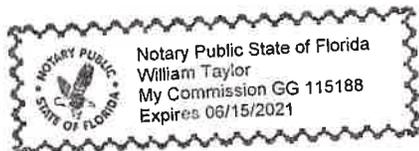


EXHIBIT A

IMPROVEMENT		TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	RETAINAGE	COST TO COMPLETE IMPROVEMENT
1.	Roadway	\$2,011,553.00	\$189,080.20	\$30,000.00	\$1,792,472.80
2.	Water and Sewer	\$874,612.00	0		\$874,612.00
3.	Stormwater	\$429,335.00	0		\$429,335.00

EXHIBIT C

DEMAND NOTE AGREEMENT

WHEREAS, on or around **May 24, 2019**, the **FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT** (“District” or “Owner”) entered into a contract with **T.W. WILLIAMS, JR., INC.**, a Florida corporation (“Principal”), for construction services for Finley Woods Phase 2, a copy of which is attached hereto as **Exhibit “A”** (“Contract”); and

WHEREAS, Section 255.05(7), Florida Statutes, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

WHEREAS, Section 255.05(7), Florida Statutes, in *pari materia* with 625.317, Florida Statutes (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), Florida Statutes; and

WHEREAS, Section 255.05(7), Florida Statutes, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

WHEREAS, the developer, **FINLEY WOODS DEVELOPMENT, LLC** (“Guarantor”) desires to provide this instrument (“Demand Note”) to obviate the need for the Principal to incur the expense of a standard public construction bond; and

WHEREAS, Guarantor is a solvent company organized as required by Section 255.05(7), Florida Statutes; and

WHEREAS, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects.

NOW, THEREFORE, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

Section I

BY THIS INSTRUMENT, we, Principal and Guarantor, are bound to Owner, in the sum of up to **\$3,096,419.80** (“Contract Price”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract do not affect Guarantor's obligation under this Demand Note.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.

Section II

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), Florida Statutes, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

Section III

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the extent required to satisfy such requirements. In the event that it is determined by any court of competent jurisdiction that this Demand Note does not satisfy such requirements, and

amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section 255.05(7), Florida Statutes, or 2) the District shall cause Principal to obtain, and Principal agrees to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section 255.05, *Florida Statutes*, which cost Principal may recover from the District through a change order to the Contract.

Section IV

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

Section V

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

Section VI

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, to the parties, as follows:

A. If to District: Finley Woods Community Development District
c/o PFM Group Consulting, LLC
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32301

Attn: Katie Buchanan

B. If to Guarantor: Finley Woods Development, LLC
2563 SW 87th Drive, Suite 10
Gainesville, FL 32608
Attn: Thomas Williams, Jr.

C. If to Principal: T.W. Williams, Jr., Inc.
2563 SW 87th Drive, Suite 10
Gainesville, Florida 32608
Attn: Thomas Williams, Jr.

Except as otherwise provided herein, any Notification shall be deemed received only upon actual delivery at the address set forth herein unless such delivery is refused, in which case Notification shall be deemed received on the date of first attempted delivery. Notifications delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notification contained in this Demand Note would otherwise expire on a non-business day, the Notification period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notifications on behalf of the parties. Any party or other person to whom Notifications are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notifications shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

Section VII

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law. This Demand Note is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Demand Note expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Demand Note or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section VIII

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or

unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

Section IX

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

Section X

This Demand Note has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Demand Note and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Demand Note, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Section XI

This Demand Note shall become effective immediately.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: Tooid C Lewis

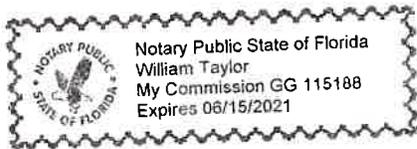
[Signature]
Print Name: WILLIAM TAYLOR

**Finley Woods Community
Development District**

By: [Signature]
Chairperson/Vice Chairperson

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 6 day of January, 2021, by the Chairperson/Vice Chairperson of
the Finley Woods Community Development District, on behalf of District. He is personally
known to me or produced _____ as identification.



[Signature]
Print Name: William Taylor
Notary Public, State of Florida
Commission No.: GG 115188
My Commission Expires: 06/15/2021

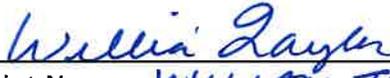
{Notary Seal}

Signed, sealed and delivered
in the presence of:

T.W. WILLIAMS, JR., INC.

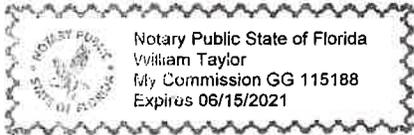

Print Name: Todd C Louis

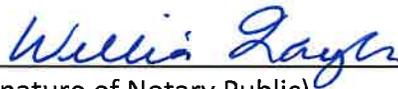
By: 
Name: Thomas W. Williams, Jr.
Title: President


Print Name: WILLIAM TAYLOR

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing was sworn to and subscribed before me by means of physical presence
or online notarization this 6 day of January, 2021, by Thomas W. Williams, Jr., as President
of T. W. Williams, Jr., Inc. He/She is personally known to me or produced _____
as identification.




(Signature of Notary Public)

William Taylor
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: GG 115188
My Commission Expires: 06/15/2021

Exhibit A: Contract

EXHIBIT A

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)
(PHASE 2)**

1. **ASSIGNMENT.** This Addendum applies to that certain contract between the Finley Woods Community Development District (“**District**”) and T.W. Williams, Jr., Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Duval 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. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

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

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

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

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 10 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

6. **INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million Dollars (\$2,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

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

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.

- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

8. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's

public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, GAARLANDTJ@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

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

If to the District:

Finley Woods Community
Development District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: Jane Gaarlandt

With a copy to:

Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Katie S. Buchanan

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

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

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

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

[CONTINUED ON FOLLOWING PAGE]

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

T.W. WILLIAMS, JR., INC.



Witness

Todd C Louis

Print Name of Witness



By: Thomas W. Williams, Jr

Its: President

**FINLEY WOODS COMMUNITY
DEVELOPMENT DISTRICT**



Witness

Todd C Louis

Print Name of Witness



By: Virginia Patterson

Its: Board Chairman

Exhibit A: Scrutinized Companies Statement

Exhibit B: Public Entity Crimes Statement

Exhibit C: Trench Safety Act Statement

EXHIBIT A

SCRUTINIZED COMPANIES STATEMENT

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

1. This sworn statement is submitted to Finley Woods Community Development District

By Thomas W. Williams, Jr, President
(print individual's name and title)

for T. W. Williams, Jr, Inc.
(print name of entity submitting sworn statement)

whose business address is

2563 SW 87th Drive, Suite 10, Gainesville, FL 32608

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

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

Th W Williams Jr
Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF ALACHUA,

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 6 day of **January**, 2021, by Thomas W. Williams, Jr, of the T. W. Williams, Jr., Inc. who is **personally known** to me or who has produced _____ as identification and who did (did not) take an oath.

William Taylor
Signature of Notary Public taking acknowledgement

My Commission Expires: 06/15/2021
(SEAL)

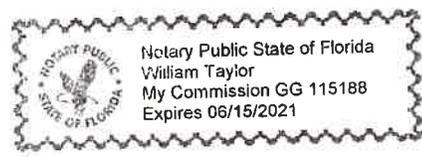


EXHIBIT B

PUBLIC ENTITY CRIMES STATEMENT

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

1. This sworn statement is submitted to Finley Woods Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Thomas W. Williams, Jr for T. W. Williams, Jr., Inc. ("Contractor") and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 2563 SW 87th Drive, Suite 10, Gainesville, FL 32608
4. Contractor's Federal Employer Identification Number (FEIN) is 59-3594616

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

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

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

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

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

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

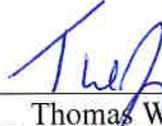
 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest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

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

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

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

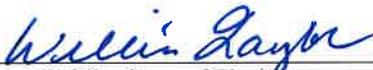
Dated this 6 day of January, 2021.


By: Thomas W. Williams, Jr

Title: President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of January, 2021, by Thomas W Williams, Jr of T. W. Williams, Jr., Inc, who is **personally known** to me or who has produced _____ as identification, and did [] or did not [] take the oath.


Notary Public, State of Florida
Print Name: WILLIAM TAYLOR
Commission No.: GG 115188
My Commission Expires: 06/15/2021

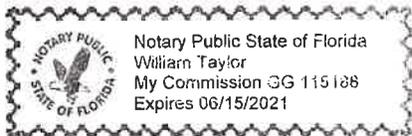


EXHIBIT C

FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

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

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

CERTIFICATION

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

Dated this 6 day of January, 2021.

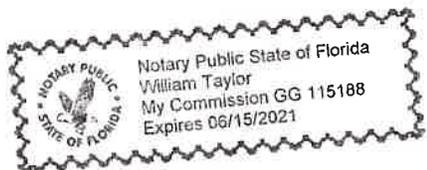
Contractor: Thomas W. Williams, Jr INC

By: Thomas W. Williams, Jr
Title: President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of January, 2021, by Thomas W. Williams, Jr of T. W. Williams, Jr., Inc., who is **personally known** to me or who has produced _____ as identification, and did [] or did not [] take the oath.

William Taylor
Notary Public, State of Florida
Print Name: WILLIAM TAYLOR
Commission No.: GG 115188
My Commission Expires: 06/15/2021



**FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

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

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

Dated this _____ day of January, 2021.

Subcontractor: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of January, 2021, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

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

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

**CERTIFICATE OF DISTRICT ENGINEER
FOR ASSIGNMENT OF IMPROVEMENTS
(PHASE 2)**

_____, 2020

Board of Supervisors
Finley Woods Community Development District

Re: Finley Woods Community Development District (Alachua County, Florida)
Assignment of Improvements

Ladies and Gentlemen:

The undersigned, a representative of CHW, Inc. (“**District Engineer**”), as District Engineer for the Finley Woods Community Development District (“**District**”), hereby makes the following certifications in connection with the District’s acceptance of certain improvements within the District (“**Improvements**”) as identified in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District’s capital improvement plan as set forth in the District’s *Engineer’s Report*, dated September 2019 (“**Engineer’s Report**”), and specially benefit property within the District as further described in the Engineer’s Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are 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 Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

[CONTINUED ON FOLLOWING PAGE]

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

CHW, INC.

By: [Signature]
Print Name: Robert Walpole
Its: President

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of January, 2020, by Robert Walpole, as President of CHW, on its behalf. He is personally known to me or produced _____ as identification.



[Signature]
Notary Public, State of Florida

EXHIBIT A

IMPROVEMENT		TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	RETAINAGE	COST TO COMPLETE IMPROVEMENT
1.	Roadway	\$2,011,553.00	\$189,080.20	\$30,000.00	\$1,792,472.80
2.	Water and Sewer	\$874,612.00	0		\$874,612.00
3.	Stormwater	\$429,335.00	0		\$429,335.00

**BILL OF SALE
(PHASE 2)**

KNOW ALL MEN BY THESE PRESENTS, that **Finley Woods Development, LLC** (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, which has been or will be paid to it by the **Finley Woods Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”), has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to wit:

Those improvements set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

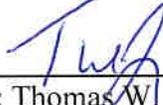
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IN WITNESS WHEREOF Seller has caused this Bill of Sale to be signed in its name on the day and year above-written effective as of January 6, 2021.

FINLEY WOODS DEVELOPMENT, LLC



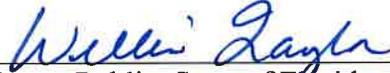
Todd C Louis
[Print Name]

By: 

Name: Thomas W Williams, Jr
Title: Managing Member

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of January, 2021, by Thomas W. Williams, Jr, as Managing Member of Finley Woods Development, LLC, on its behalf. He [X] is personally known to me or [] produced _____ as identification.



Notary Public, State of Florida

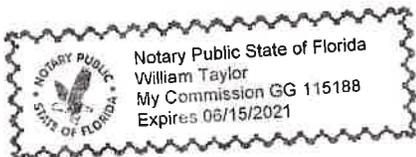


EXHIBIT A

IMPROVEMENT	TOTAL IMPROVEMENTS VALUE	TOTAL PAID TO DATE	RETAINAGE	COST TO COMPLETE IMPROVEMENT
1. Roadway	\$2,011,553.00	\$189,080.20	\$30,000.00	\$1,792,472.80
2. Water and Sewer	\$874,612.00	0		\$874,612.00
3. Stormwater	\$429,335.00	0		\$429,335.00

**Finley Woods
Community Development District**

Requisitions #4 - #5

Finley Woods CDD
Series 2020
Summary of Requisition(s): 4

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
4	Finley Woods Development, LLC	\$ 219,080.20	Via Wire	Please follow the attached wire instruction
Total		\$ 219,080.20		

**FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT
FORM OF REQUISITION**

The undersigned, an Authorized Officer of Finley Woods Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of February 1, 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of February 1, 2020 (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: **FINLEY WOODS DEVELOPMENT, LLC**

(C) Amount Payable: **\$219,080.20**

(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): **ACQUISITION OF PORTION OF PHASE 2 IMPROVEMENTS.**

(E) Fund, Account or subaccount from which disbursement is to be made: **SERIES 2020 ACQUISITION AND 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 2020 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 2020 Project and each represents a Cost of the Series 2020 Project, and has not previously been paid

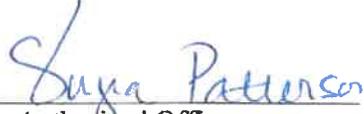
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

[CONTINUED ON FOLLOWING PAGE]

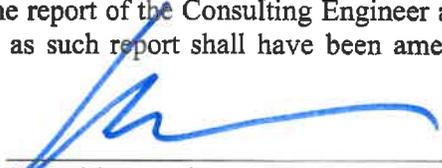
Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**FINLEY WOODS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Authorized Officer

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 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.


Consulting Engineer

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 1

Contractor's signed certification is attached.

APPLICATION DATE: 1/6/2020

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 1/6/2020

Use Column I on Contracts where variable retainage for line items may apply.

ENGINEER'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					
	Impact fees								
	Construction	\$300,000.00	\$50,919.80	\$249,080.20		\$300,000.00	100.00%	\$0.00	\$30,000.00
	Mobilization,,	\$165,000.00							
	Testing Surveying	\$50,000.00							
	Grading & Excavation	\$1,290,463.00							
	Clear and Grubbing 1 LS	\$250,000.00							
	12" subgrade LBR 40 10,250 SY	\$45,000.00							
	8' Limerock Base 10250 SY	\$140,000.00							
	grading Lump Sum	\$50,000.00							
	Fill from onsite and/or import	\$150,000.00							
	Cut and grade retention area	\$208,963.00							
	6" concrete paving 400 SY	\$20,000.00							
	4" concrete sidewalk 4,800 SF	\$16,000.00							
	type F Curb and Gutter 1,200 LF	\$35,500.00							
	Miami Curb and gutter 7,400 LF	\$175,000.00							
	Striping lump sum	\$10,000.00							
	signage	\$8,000.00							
	Silt fence	\$100,000.00							
	Tree Barrier	\$30,000.00							
	Sod 13,200 SY	\$30,000.00							
	Seed & Mulch 13,200 SY	\$14,000.00							
	Construction Entrance/ Exit 1 LS	\$8,000.00							
				\$249,080.20	\$0.00	\$300,000.00		\$0.00	\$30,000.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
 APPLICATION DATE: 1/6/2020
 PERIOD TO: 1/6/2020
 ENGINEER'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					
	Paving	\$101,090.00							\$0.00
	Asphalt 2" SP 12.5	\$95,000.00							
	24" stop bar	\$3,045.00							
	Crosswalk	\$3,045.00							
	Storm Drain	\$429,335.00							\$0.00
	5 MES	\$20,900.00							
	Manhole 4 ft.	\$6,000.00							
	Manhole 6 ft.	\$15,750.00							
	Type 3 inlet P inlets	\$30,000.00							
	Type 3 inlet J inlets	\$10,000.00							
	Type 4 inlet	\$30,000.00							
	Type 4 inlet	\$24,785.00							
	Manhole w/5 type J bottom	\$15,000.00							
	Type 3 inlet tops	\$12,000.00							
	Type 4 inlet type tops	\$4,500.00							
	Type C inlet	\$3,400.00							
				\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

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ENGINEER'S PROJECT NO:

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	18" HDPE	\$52,000.00							
	24" HDPE	\$70,000.00							
	30" HDPE	\$40,000.00							
	36 HDPE	\$75,000.00							
	<i>Rubble Rip Rap retention pond</i>	\$20,000.00							
	Sanitary Sewer	\$461,612.00							
	8" sewer main PVC 3,900 feet	\$161,621.00							
	Connect 8" SS main to ex. MH	\$5,000.00							
	Connect 4" SS Lateral to ex. MH	\$5,000.00							
	Connect 4" SS lateral to ex. Pipe	\$5,000.00							
	Core-Drill Manhole	\$5,000.00							
	Manhole 8'-10'-7	\$58,991.00							
	Manhole 10'-12' 3	\$45,000.00							
	Manhole 12'-14' 2	\$35,000.00							
	Manhole 20'-22' 1	\$16,000.00							
	4" sewer Laterals 4312	\$70,000.00							
	fittings, cleanout , caps	\$55,000.00							
				\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Water System	\$413,000.00							
	Connect to existing water main- 2	\$4,000.00							
	8" PVC 3640 feet	\$100,000.00							
	8" DIP 260 feet	\$20,000.00							
	Water service	\$95,000.00							
	Misc. fittings, plugs Valves	\$95,000.00							
	Fire Hydrant Assembly 5	\$50,000.00							
	2" PVC 800 ft	\$15,000.00							
	3" sleeve pipe	\$10,000.00							
	3" Blowoff Assembly 6	\$20,000.00							
	3/4 " RPZ Backflow Preventer 5	\$4,000.00							
	Electric service	\$85,000.00							
	10,000 ft. Conduits	\$75,000.00							
	misc fittings	\$10,000.00							
	Crossing and Casing	\$20,000.00							
	1,700 feet 2 to 6 inch PVC crossing	\$20,000.00							
				\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Totals \$249,080.20 \$0.00 \$300,000.00 \$0.00 \$30,000.00

Finley Woods CDD
Series 2020
Summary of Requisition(s): 5

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
5	T.W. Williams, JR., Inc.	\$ 207,000.00	Via Wire	Please follow the attached wire instruction
Total		\$ 207,000.00		

**FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT
FORM OF REQUISITION**

The undersigned, an Authorized Officer of Finley Woods Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of February 1, 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of February 1, 2020 (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: **T.W. WILLIAMS, JR., INC.**

(C) Amount Payable: **\$207,000.00**

(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, or state Costs of Issuance, if applicable): **PAY APPLICATION #2, ASSIGNMENT OF PHASE 2 SITE WORK CONSTRUCTION CONTRACT WITH T.W. WILLIAMS, JR., INC.**

(E) Fund, Account or subaccount from which disbursement is to be made: **SERIES 2020 ACQUISITION AND 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 2020 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 2020 Project and each represents a Cost of the Series 2020 Project, and has not previously been paid

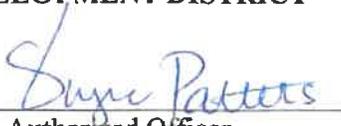
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

[CONTINUED ON FOLLOWING PAGE]

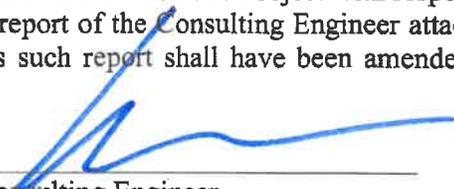
Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**FINLEY WOODS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Authorized Officer

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 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.


Consulting Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Finley Woods Development, LLC.
 2563 SW 87th Drive, St. 10
 Gainesville, FL 32608

PROJECT: **FINLEY WOODS PH 2**
 Finley Woods PH 2

FROM CONTRACTOR: T.W. Williams, Jr., Inc.
 2563 SW 87th Drive, St. 10
 Gainesville, FL 32608

VIA ENGINEER: CHW

AIA DOCUMENT G702

PAGE ONE OF 5 PAGES

APPLICATION NO: 2

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 12/15/2020

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE: 5/24/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

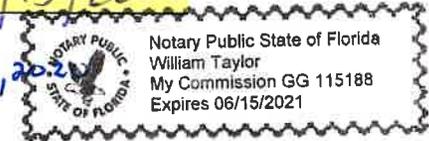
1. ORIGINAL CONTRACT SUM	\$	3,315,500.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	3,315,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	530,000.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	\$53,000.00
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	53,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	477,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	270,000
8. CURRENT PAYMENT DUE	\$	207,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	2,838,500.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract 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 herein is now due.

CONTRACTOR:

By: T. Williams Date: 12/15/20

State of: Florida County of: Alachua
 Subscribed and sworn to before me this 15 day of DECEMBER, 2020
 Notary Public: William Taylor
 My Commission expires: 6/15/2021



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 \$ _____

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

ENGINEER: _____ Date: _____

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 approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

2 PAGE OF PAGES 5

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 2

Contractor's signed certification is attached.

APPLICATION DATE: 12/15/2020

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 12/15/2020

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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					
	<i>Impact fees</i>								
	Construction	\$300,000.00	\$300,000.00	\$0.00		\$300,000.00	100.00%	\$0.00	\$30,000.00
	Mobilization,,	\$165,000.00	\$0.00	\$100,000.00		\$100,000.00	60.61%	\$65,000.00	\$10,000.00
	Testing Surveying	\$50,000.00	\$0.00	\$30,000.00		\$30,000.00	60.00%	\$20,000.00	\$3,000.00
	Grading & Excavation	\$1,290,463.00							
	Clear and Grubbing 1 LS	\$250,000.00	\$0.00						
	12" subgrade LBR 40 10,250 SY	\$45,000.00	\$0.00						
	8' Limerock Base 10250 SY	\$140,000.00	\$0.00						
	grading Lump Sum	\$50,000.00	\$0.00						
	Fill from onsite and/or import	\$150,000.00	\$0.00						
	Cut and grade retention area	\$208,963.00	\$0.00						
	6" concrete paving 400 SY	\$20,000.00	\$0.00						
	4" concrete sidewalk 4,800 SF	\$16,000.00	\$0.00						
	type F Curb and Gutter 1,200 LF	\$35,500.00	\$0.00						
	Miami Curb and gutter 7,400 LF	\$175,000.00	\$0.00						
	Striping lump sum	\$10,000.00	\$0.00						
	signage	\$8,000.00	\$0.00						
	Silt fence	\$100,000.00	\$0.00	\$100,000.00		\$100,000.00	100.00%	\$0.00	\$10,000.00
	Tree Barrier	\$30,000.00	\$0.00						
	Sod 13,200 SY	\$30,000.00	\$0.00						
	Seed & Mulch 13,200 SY	\$14,000.00	\$0.00						
	Construction Entrance/ Exit 1 LS	\$8,000.00	\$0.00						
			\$0.00	\$230,000.00	\$0.00	\$530,000.00		\$85,000.00	\$53,000.00

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AIA DOCUMENT G703

3 PAGE OF PAGES 5

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APPLICATION NO: 2

Contractor's signed certification is attached.

APPLICATION DATE: 12/15/2020

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PERIOD TO: 12/15/2020

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			E WORK COMPLETED						
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Paving	\$101,090.00							
	Asphalt 2" SP 12.5	\$95,000.00	\$0.00						\$0.00
	24" stop bar	\$3,045.00	\$0.00						
	Crosswalk	\$3,045.00	\$0.00						
	Storm Drain	\$429,335.00							
	5 MES	\$20,900.00	\$0.00						\$0.00
	Manhole 4 ft.	\$6,000.00	\$0.00						
	Manhole 6 ft.	\$15,750.00	\$0.00						
	Type 3 inlet P inlets	\$30,000.00	\$0.00						
	Type 3 inlet J inlets	\$10,000.00	\$0.00						
	Type 4 inlet	\$30,000.00	\$0.00						
	Type 4 inlet	\$24,785.00	\$0.00						
	Manhole w/5 type J bottom	\$15,000.00	\$0.00						
	Type 3 inlet tops	\$12,000.00	\$0.00						
	Type 4 inlet type tops	\$4,500.00	\$0.00						
	Type C inlet	\$3,400.00	\$0.00						
			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

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	30" HDPE	\$40,000.00	\$0.00						
	36 HDPE	\$75,000.00	\$0.00						
	<i>Rubble Rip Rap retention pond</i>	\$20,000.00	\$0.00						
	Sanitary Sewer	\$461,612.00							
	8" sewer main PVC 3,900 feet	\$161,621.00	\$0.00						
	Connect 8" SS main to ex. MH	\$5,000.00	\$0.00						
	Connect 4" SS Lateral to ex. MH	\$5,000.00	\$0.00						
	Connect 4" SS lateral to ex. Pipe	\$5,000.00	\$0.00						
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	Manhole 8'-10'-1 7	\$58,991.00	\$0.00						
	Manhole 10'-12' 3	\$45,000.00	\$0.00						
	Manhole 12'-14' 2	\$35,000.00	\$0.00						
	Manhole 20'-22' 1	\$16,000.00	\$0.00						
	4" sewer Laterals 4312	\$70,000.00	\$0.00						
	fittings, cleanout , caps	\$55,000.00	\$0.00						
			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

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	8" PVC 3640 feet	\$100,000.00	\$0.00						
	8" DIP 260 feet	\$20,000.00	\$0.00						
	Water service	\$95,000.00	\$0.00						
	Misc. fittings, plugs Valves	\$95,000.00	\$0.00						
	Fire Hydrant Assembly 5	\$50,000.00	\$0.00						
	2" PVC 800 ft	\$15,000.00	\$0.00						
	3" sleeve pipe	\$10,000.00	\$0.00						
	3" Blowoff Assembly 6	\$20,000.00	\$0.00						
	3/4 " RPZ Backflow Preventer 5	\$4,000.00	\$0.00						
	Electric service	\$85,000.00							
	10,000 ft. Conduits	\$75,000.00	\$0.00						
	misc fittings	\$10,000.00	\$0.00						
	Crossing and Casing	\$20,000.00							
	1,700 feet 2 to 6 inch PVC crossing	\$20,000.00	\$0.00						
			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

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Totals \$230,000.00 \$0.00 \$530,000.00 \$85,000.00 \$53,000.00

**Finley Woods
Community Development District**

Funding Request Nos. 21-22

**FINLEY WOODS
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 21

12/22/2020

Item No.	Vendor	Invoice Number	FY21 General Fund
1	PFM Group Consulting LLC		
	Dist. Mgmt. Fee Dec. 2020	DM-12-2020-0015	\$ 1,666.67
	Postage Nov 2020	OE-EXP-12-19	\$ 18.54
2	The Gainesville Sun		
	Legal Ad 12/08/2020	A000975511	\$ 122.52
3	VGlobalTech		
	Monthly Website Fee Dec 2020	2174	\$ 125.00
			<hr/> \$ 1,932.73

TOTAL

Board Member

Please Return To:
Finley Woods CDD
c/o PFM Group Consulting LLC
12051 Corporate Boulevard
Orlando, FL 32817

**FINLEY WOODS
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 22

1/19/2020

Item No.	Vendor	Invoice Number	FY21 General Fund
1	Hopping Green & Sams Dist. Counsel Svcs Nov 2020	119522	\$ 771.00
2	PFM Group Consulting LLC Quarterly Dissemination	113160	\$ 1,250.00
3	VGlobalTech Quartely ADA Audit	2251	\$ 300.00
	Monthly Website Fee Jan 2021	2298	\$ 125.00
			\$ 2,446.00
TOTAL			\$2,446.00

Board Member

Please Return To:
Finley Woods CDD
c/o PFM Group Consulting LLC
12051 Corporate Boulevard
Orlando, FL 32817

**Finley Woods
Community Development District**

Monthly Financials

Finley Woods CDD
Statement of Financial Position
As of 1/31/2021

	General Fund	Debt Service	Construction	Long Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$6,155.61				\$6,155.61
Accounts Receivable - Due from Developer	1,932.73				1,932.73
Assessments Receivable	2,522.88				2,522.88
Assessments Receivable		\$16,073.65			16,073.65
Due From Other Funds		1,148.49			1,148.49
Debt Service Reserve Series 2020		180,100.00			180,100.00
Revenue Series 2020		30,689.28			30,689.28
Interest Series 2020		0.03			0.03
Capitalized Interest Series 2020		12.75			12.75
Acquisition/Construction Series 2020			\$870,796.62		870,796.62
Total Current Assets	<u>\$10,611.22</u>	<u>\$228,024.20</u>	<u>\$870,796.62</u>	<u>\$0.00</u>	<u>\$1,109,432.04</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$210,802.06	\$180,112.78
Amount To Be Provided				2,864,197.94	2,894,887.22
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,075,000.00</u>	<u>\$3,075,000.00</u>
Total Assets	<u>\$10,611.22</u>	<u>\$228,024.20</u>	<u>\$870,796.62</u>	<u>\$3,075,000.00</u>	<u>\$4,184,432.04</u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$4,378.73				\$4,378.73
Due To Other Funds	1,148.49				1,148.49
Deferred Revenue	4,455.61				4,455.61
Deferred Revenue		\$16,073.65			16,073.65
Retainage Payable			\$107,726.75		107,726.75
Total Current Liabilities	<u>\$9,982.83</u>	<u>\$16,073.65</u>	<u>\$107,726.75</u>	<u>\$0.00</u>	<u>\$133,783.23</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$3,075,000.00	\$3,075,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,075,000.00</u>	<u>\$3,075,000.00</u>
Total Liabilities	<u>\$9,982.83</u>	<u>\$16,073.65</u>	<u>\$107,726.75</u>	<u>\$3,075,000.00</u>	<u>\$3,208,783.23</u>
<u>Net Assets</u>					
Net Assets - General Government	\$10.00				\$10.00
Current Year Net Assets - General Government	618.39				618.39
Net Assets, Unrestricted		\$240,879.50			240,879.50
Current Year Net Assets, Unrestricted		(28,928.95)			(28,928.95)
Net Assets, Unrestricted			\$1,242,130.77		1,242,130.77
Current Year Net Assets, Unrestricted			(479,060.90)		(479,060.90)
Total Net Assets	<u>\$628.39</u>	<u>\$211,950.55</u>	<u>\$763,069.87</u>	<u>\$0.00</u>	<u>\$975,648.81</u>
Total Liabilities and Net Assets	<u>\$10,611.22</u>	<u>\$228,024.20</u>	<u>\$870,796.62</u>	<u>\$3,075,000.00</u>	<u>\$4,184,432.04</u>

Finley Woods CDD
Statement of Activities
As of 1/31/2021

	General Fund	Debt Service	Construction	Long Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$4,997.12				\$4,997.12
Developer Contributions	16,672.54				16,672.54
On-Roll Assessments		\$31,837.77			31,837.77
Inter-Fund Group Transfers In		(3.00)			(3.00)
Inter-Fund Transfers In			\$3.00		3.00
Total Revenues	\$21,669.66	\$31,834.77	\$3.00	\$0.00	\$53,507.43
<u>Expenses</u>					
D&O Insurance	\$2,363.00				\$2,363.00
Management	5,000.01				5,000.01
Dissemination Agent	1,250.00				1,250.00
District Counsel	771.00				771.00
Assessment Administration	7,500.00				7,500.00
Postage & Shipping	18.54				18.54
Legal Advertising	285.72				285.72
Web Site Maintenance	800.00				800.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	2,888.00				2,888.00
Interest Payments -Series 2020		\$60,766.25			60,766.25
Capital Expenditures			\$479,080.20		479,080.20
Total Expenses	\$21,051.27	\$60,766.25	\$479,080.20	\$0.00	\$560,897.72
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income		\$2.53			\$2.53
Interest Income			\$16.30		16.30
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$2.53	\$16.30	\$0.00	\$18.83
Change In Net Assets	\$618.39	(\$28,928.95)	(\$479,060.90)	\$0.00	(\$507,371.46)
Net Assets At Beginning Of Year	\$10.00	\$240,879.50	\$1,242,130.77	\$0.00	\$1,483,020.27
Net Assets At End Of Year	\$628.39	\$211,950.55	\$763,069.87	\$0.00	\$975,648.81

Finley Woods CDD
 Budget to Actual
 For the Month Ending 01/31/2021

	Actual	Year To Date Budget	Variance	FY 2021 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$4,997.12	\$2,506.68	\$2,490.44	\$7,520.00
Developer Contributions	16,672.54	28,110.00	(11,437.46)	84,330.00
Net Revenues	\$21,669.66	\$30,616.68	(\$8,947.02)	\$91,850.00
<u>General & Administrative Expenses</u>				
D&O Insurance	\$2,363.00	\$900.00	\$1,463.00	\$2,700.00
Trustee Services	0.00	1,466.68	(1,466.68)	4,400.00
Management	5,000.01	6,666.68	(1,666.67)	20,000.00
Engineering	0.00	3,333.32	(3,333.32)	10,000.00
Dissemination Agent	1,250.00	1,666.68	(416.68)	5,000.00
District Counsel	771.00	8,333.32	(7,562.32)	25,000.00
Assessment Administration	7,500.00	2,500.00	5,000.00	7,500.00
Reamortization Schedule	0.00	83.32	(83.32)	250.00
Audit	0.00	1,666.68	(1,666.68)	5,000.00
Telephone	0.00	133.32	(133.32)	400.00
Postage & Shipping	18.54	83.32	(64.78)	250.00
Copies	0.00	83.32	(83.32)	250.00
Legal Advertising	285.72	1,233.32	(947.60)	3,700.00
Bank Fees	0.00	83.32	(83.32)	250.00
Miscellaneous	0.00	333.40	(333.40)	1,000.00
Web Site Maintenance	800.00	900.00	(100.00)	2,700.00
Dues, Licenses, and Fees	175.00	83.32	91.68	250.00
General Insurance	2,888.00	1,066.68	1,821.32	3,200.00
Total General & Administrative Expenses	\$21,051.27	\$30,616.68	(\$9,565.41)	\$91,850.00
Total Expenses	\$21,051.27	\$30,616.68	(\$9,565.41)	\$91,850.00
Net Income (Loss)	\$618.39	\$0.00	\$618.39	\$0.00