

*Crosswinds East
Community Development District*

Meeting Agenda

March 27, 2024

AGENDA

Crosswinds East

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

March 20, 2024

**Board of Supervisors
Crosswinds East
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Crosswinds East Community Development District** will be held on **Wednesday, March 27, 2024, at 10:00 AM** at **346 E. Central Ave., Winter Haven, FL 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/81571978931>

Zoom Call-In Number: 1-646-876-9923

Meeting ID: 815 7197 8931

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the February 28, 2024 Board of Supervisors Meeting
4. Consideration of Resolution 2024-03 Ratifying the Series 2024 Bonds
5. Consideration of Disclosure of Public Financing
6. Review and Ranking of Proposals Received for RFP for Construction Services for Phase 2C Project and Authorizing Staff to Send Notices of Intent to Award (*to be provided under separate cover*)
7. Ratification of Items Pertaining to Phase 1B and 1C:
 - A. Notice to Proceed for Phase 1B
 - B. Notice of Commencement for Phase 1B
 - C. Notice to Proceed for Phase 1C
 - D. Notice of Commencement for Phase 1C
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
9. Other Business
10. Supervisors Requests and Audience Comments
11. Adjournment

¹ Comments will be limited to three (3) minutes

MINUTES

**MINUTES OF MEETING
CROSSWINDS EAST
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Crosswinds East Community Development District was held Wednesday, **February 28, 2024** at 10:00 a.m. at 346 E. Central Avenue, Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk	Vice Chair
Chuck Cavaretta	Assistant Secretary
Daniel Arnette	Assistant Secretary
Jessica Petrucci <i>via Zoom</i>	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Roy Van Wyk <i>by Zoom</i>	District Counsel, Kilinski Van Wyk Law
Savannah Hancock	District Counsel, Kilinski Van Wyk Law
Rey Malave <i>by Zoom</i>	District Engineer, Dewberry
Chace Arrington <i>by Zoom</i>	District Engineer, Dewberry

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Three Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the January 24,
2024 Board of Supervisors Meeting**

Ms. Burns presented the minutes for the January 24, 2024 Board of Supervisors meeting and asked for any questions, comments, or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Arnette, seconded by Ms. Schwenk, with all in favor, the Minutes of the January 24, 2024 Board of Supervisors Meeting, were approved.

**Ms. Petrucci joined the meeting at this time.*

FOURTH ORDER OF BUSINESS

Presentation and Approval of Updated Supplemental Assessment Methodology for Assessment Area One Updated with Final Numbers

Ms. Burns reviewed the methodology for Assessment Area One. Table 1 shows the total number of units at 1,316 consisting of townhomes, single family 40, and single family 50 product types. Table 2 shows the total cost estimate \$75,027,757. Table 3 shows bond sizing \$25,785,000. Table 4 shows the improvement cost per unit for each product type. Table 5 outlines the par debt per unit. There are three different categories of townhomes depending on who the builder of those is and they are recognizing developer contributions on those so the West Bay and DR Horton par debt per unit is \$12,290 and the other townhome product types are \$16,627. The single family 40 is \$23,856 which is the same as the single family 50 after recognizing a contribution on that product type. Table 6 breaks down the net and gross annual debt assessment per unit. The townhome product type is \$1,236.56 annually which includes the collection cost when collected on the tax bill. The townhome for DR Horton and West Bay after the contribution is \$913.98. The single family 40 and 50 with the contribution on the 50's is \$1,774.19. Table 7 shows the preliminary assessment roll, the platted parcels in the Grove and unplatted acreage as well with the par debt per acre for Phase 1, 1A, 1B, and 1C.

Mr. Van Wyk asked if this is all consistent with the Master Assessment Methodology and previous Supplemental Methodology updated with final numbers. Ms. Burns noted yes, it is.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, the Updated Supplemental Assessment Methodology for Assessment Area One Updated with Final Numbers, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-02 Supplemental Assessment Resolution (Series 2024, Assessment Area One Project Bonds)

Ms. Burns stated that they are scheduled to close tomorrow and this resolution outlines the actual terms and conditions for that series of bonds.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, Resolution 2024-02 Supplemental Assessment Resolution (Series 2024, Assessment Area One Project Bonds), was approved.

SIXTH ORDER OF BUSINESS

Consideration of Amended and Restated Master Notice of Special Assessments

Ms. Burns noted this will be recorded to show the actual lien on the property for this series of bonds.

On MOTION by Ms. Schwenk, seconded by Mr. Arnette, with all in favor, the Amended and Restated Master Notice of Special Assessments, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of 2024 Non-Ad Valorem Contract Agreement with Polk County Property Appraiser

Ms. Burns noted this is the annual renewal that will allow the District to collect their assessments on roll for the upcoming year.

On MOTION by Mr. Arnette, seconded by Mr. Cavaretta, with all in favor, the 2024 Non-Ad Valorem Contract Agreement with Polk County Property Appraiser, was approved.

EIGHTH ORDER OF BUSINESS

Ratification of Amended and Restated Notice of Establishment

Ms. Burns noted this was correcting an error in the previous notice.

On MOTION by Ms. Schwenk, seconded by Mr. Arnette, with all in favor, the Amended and Restated Notice of Establishment, was approved.

NINTH ORDER OF BUSINESS

Ratification of Items Pertaining to Phase 1A:

- A. Notice to Proceed for Phase 1A**
- B. Notice of Commencement for Phase 1A**
- C. Performance and Payment Bonds for Phase 1A**

Ms. Burns stated these have all been executed and need to be ratified by the Board.

On MOTION by Mr. Cavaretta, seconded by Ms. Schwenk, with all in favor, the Items Pertaining to Phase 1A – Notice to Proceed for Phase 1A, Notice of Commencement for Phase 1A, and Performance and Payment Bonds for Phase 1A, was ratified.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hancock had nothing to report. Mr. Van Wyk had nothing to report, looking forward to closing tomorrow.

B. Engineer

Ms. Burns noted they have the reimbursement package that has already been reviewed and the requisition has been sent out. It should be wired tomorrow upon closing.

Ms. Burns noted Duke was pulled out. Mr. Malave noted he will get that signed today. The Board asked why Duke wouldn't be covered. Mr. Malave noted their reports say it is only for the undergrounding of power and not for power service. He noted they are not paying for power electric but paying for the underground. The Board asked about the changeover cost from overhead to under. Mr. Malave noted it is a requirement of the state. Ms. Schwenk asked why that would not be a reimbursable expense if it is a requirement to bring power to underground. Mr. Malave noted his understanding is the power is not in their table. Every time they try to incorporate that, it gets taken out by the tax guys.

Mr. Van Wyk noted that utilities are regulated under a separate provision and they are not allowed to do that type of work. It is prohibited for a District to do line work from utility companies therefore it is not within the scope of what they are allowed to do. As a Special District, they are not allowed to do electrical distribution lines, that has to be done by state regulation under the Public Service Commission. If they change it from overhead to underground, they are allowed to pay the cost of the piping because it's a change to the method. Ms. Schwenk asked if they were going to issue bonds on powerline right of way and move some of the distribution power poles, that wouldn't be covered. Mr. Van Wyk answered if it has to do with installing and doing distribution lines, they can't do that as it is not within the scope of their authority to do.

C. District Manager’s Report

i. Approval of Check Register

Ms. Burns asked for approval of the check register that is included in the agenda package for review, the total is \$34,350.09.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, the Check Register totaling \$34,350.09, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns noted that the financials can be found in the agenda package and offered to answer any questions. No action is required.

ELEVENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Cavaretta seconded by Mr. Arnette, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$25,785,000 CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (ASSESSMENT AREA ONE PROJECT); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Crosswinds East Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located partially within the City of Haines City, Florida and partially within unincorporated Polk County; and

WHEREAS, the District previously adopted Resolution Nos. 2022-26 and 2024-01 on July 13, 2022 and December 20, 2023, respectively (collectively, the “**Bond Resolution**”), authorizing the issuance of its Crosswinds East Community Development District \$25,785,000 Special Assessment Bonds, Series 2024 (Assessment Area One Project) (the “**Assessment Area One Bonds**”), for the purpose of financing the acquisition and/or construction of all or a portion of the public infrastructure necessary for Crosswinds Townhomes Phase 1, Crosswinds Single-Family Phases 1A, 1B, and 1C, and the Grove Townhomes (together, the “**Assessment Area One Project**”), as described in the *Crosswinds East Community Development District Engineer’s Report*, dated July 12, 2022, as amended by the *Crosswinds East Community Development District Amended Master Engineer’s Report*, dated December 20, 2023 (together, the “**Engineer’s Report**”); and

WHEREAS, the District closed on the issuance of the Assessment Area One Bonds on February 29, 2024; and

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

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

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

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

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

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

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

PASSED AND ADOPTED this 27th day of March 2024.

ATTEST:

CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairperson, Board of Supervisors

SECTION V

Upon recording, this instrument should be returned to:

Crosswinds East Community Development District
c/o Governmental Management Services
Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801

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

Board of Supervisors¹

Crosswinds East Community Development District

Warren K. (Rennie) Heath II
Chairperson

Chuck Cavaretta
Assistant Secretary

Lauren O. Schwenk
Vice Chairperson

Daniel Arnette
Assistant Secretary

Jessica Petrucci
Assistant Secretary

Governmental Management Services – Central Florida, LLC
District Manager
219 E. Livingston Street
Orlando, Florida 32801
(407) 841-5524

District records are on file at the offices of Governmental Management Services – Central Florida, LLC, located at 219 E. Livingston Street, Orlando, Florida 32801, and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors as of March 27, 2024. For a current list of Board Members, please contact the District Manager’s office.

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

INTRODUCTION

The Crosswinds East Community Development District (“**District**” or “**CDD**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance of stormwater management facilities, roadways, water and wastewater facilities, off-site improvements, amenities and parks, underground electric, street lighting, entry features, landscape, irrigation, and other related public infrastructure.

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “**Act**”), and established by Ordinance No. 2022-051, enacted by the Board of County Commissioners of Polk County, Florida on July 5, 2022, which became effective on July 8, 2022, as amended by Ordinance No. 2024-006, effective January 24, 2024 (together, the “**Ordinance**”), as previously approved and consented to by the City Commission of the City of Haines City, Florida, pursuant to Resolution No. 21-1612, dated October 21, 2021. The District encompasses approximately 779 acres of land, more or less, located partially within unincorporated Polk County (the “**County**”), and the City of Haines City, Florida (the “**City**”). As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when six (6) years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified

electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Polk County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are publicly noticed and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State’s ethics laws.

**What infrastructure improvements does the District provide
and how are the improvements funded?**

The District is comprised of approximately 779 acres of land. The legal description of the lands encompassed within the District is attached hereto as Exhibit “A.” The public infrastructure necessary to support the District’s development program includes, but is not limited to, stormwater management facilities, roadways, water and wastewater facilities, off-site improvements, amenities and parks, underground electric, street lighting, entry features, landscape, irrigation, and other improvements authorized by Chapter 190, *Florida Statutes*. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted the *Crosswinds East Community Development District Engineer’s Report*, dated July 12, 2022, as amended by the *Crosswinds East Community Development District Amended Master Engineer’s Report*, dated December 20, 2023, which details all of the improvements contemplated for the completion of the infrastructure of the District (together, the “**Engineer’s Report**” and the improvements described therein, the “**Capital Improvement Plan**” or “**CIP**”). Copies of the Engineer’s Report are available for review in the District’s public records.

These public infrastructure improvements have been and will be funded by the District’s sale of bonds. On September 16, 2022, the Circuit Court for the Tenth Judicial Circuit, in and for Polk County, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$170,000,000 in Special Assessment Bonds for infrastructure needs of the District.

On February 29, 2024, the District issued a series of bonds for purposes of financing the construction and acquisition costs of infrastructure for a portion of the Capital Improvement Plan (the “**Assessment Area One Project**”). On that date, the District issued its Crosswinds East Community Development District Special Assessment Bonds, Series 2024 (Assessment Area One Project), in the principal amount of \$25,785,000 (the “**Assessment Area One Bonds**”).

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the County and SWFWMD.

Public Roadways

The proposed public roadway sections consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides of 22-foot roadways with 50-foot right-of-way, 40-foot roadways (entrance streets) with 80-foot right-of-way, and 24-foot roadways with 110-foot right-of-way.

The proposed roadway sections will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base, and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications and addressing, which will be utilized by the residents and public. As stated above, the District is anticipated to own, operate, and maintain all roadways within the District, including sidewalks in the right-of-way and storm drainage collection systems.

Water and Wastewater Facilities

A potable drinking water system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The City of Haines City will be the water service provider. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. Lift stations are included within the CIP. Flow from the lift stations shall be connected to a proposed force main that will pump to an existing force main that will connect to Haines City's wastewater treatment facility. No water or sewer laterals will be placed within private lots or private property.

Haines City will provide the reclaimed water to be used for all irrigation within the District. The reclaimed water will be funded by the District and installed onsite within the roadways to

provide for irrigation within the public right-of-way and other areas with irrigation needs. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes, to be dedicated by the District and subsequently owned by the County, at the development entrances. The site construction activities associated with the CIP are anticipated to be completed in four (4) years. Upon completion, the required inspections will be performed, and final certifications of completion will be obtained from the County, SWFWMD, and FDEP (water distribution and wastewater collection systems).

Amenities and Parks

The District will provide funding for an amenity center to include the following: parking areas, restroom facilities, pool, all-purpose playfields, and walking trails between the phases and villages to provide connectivity to the various amenity centers within the District. In addition, there will be passive parks throughout the development, which will include benches and walking trails.

Electric and Lighting

The electric distribution system throughout the District is currently planned to be underground. The District presently intends to fund and construct the incremental cost of undergrounding of the electric conduits, transformer/cabinet pads, and electric manholes required by Duke Energy (“Duke”). The District will retain ownership of the electric distribution system, which will be maintained by Duke after the dedication to the District, with Duke providing underground electrical service to the development.

Entry Feature, Landscaping, and Irrigation

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the development will be provided by the District. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the District. Perimeter fencing will be provided at the site entrances and perimeters.

Assessments, Fees and Charges

A portion of the master infrastructure improvements of the Assessment Area One Project, identified in the District’s Capital Improvement Plan, were financed by the District from the proceeds of the sale of its Assessment Area One Bonds. The amortization schedules for the Assessment Area One Bonds are available in the District’s public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District’s *Master Assessment Methodology for Crosswinds East Community Development District*, dated July 13, 2022, as supplemented by that *Supplemental Assessment Methodology for Assessment Area One*, dated February 13, 2024 (together, the “**Assessment Report**”), are available for review in the District’s public records.

The Assessment Area One Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Assessment Area One Project (the "**Assessment Area One Special Assessments**"). The Assessment Area One Special Assessments will be levied initially on 1,316 single-family and townhome lots, consisting of: (i) approximately 230.39 acres containing Crosswinds Single-Family Phases 1A, 1B, and 1C, planned for 786 single-family lots, and Crosswinds Townhomes Phase 1, planned for 222 townhome lots; and ii) The Grove, containing 308 platted townhome lots (the "**Assessment Area One Lands**"). The Assessment Area One Special Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Assessment Area One Special Assessments are levied in accordance with the District's Assessment Report and represent an allocation of the costs of the Assessment Area One Project to those lands within the District benefiting from the Assessment Area One Project.

The Assessment Area One Special Assessments described above exclude any operations and maintenance assessments ("**O&M Assessments**"), which may be determined and calculated annually by the District's Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

Method of Collection

The District's Special Assessments and/or O&M Assessments may appear on that portion of the annual Polk County Tax Notice entitled "non-ad valorem assessments," and will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. **As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.**

This description of the Crosswinds East Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Crosswinds East Community Development District, 219 E. Livingston Street, Orlando, Florida 32801 or call (407) 841-5524.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been approved and executed as of the 27th day of March 2024, and recorded in the Official Records of Polk County, Florida.

**CROSSWINDS EAST
COMMUNITY DEVELOPMENT DISTRICT**

Warren K. (Rennie) Heath II
Chairperson, Board of Supervisors

Witness

Witness

Print Name
Address: 346 East Central Ave
Winter Haven Florida 33880

Print Name
Address: 346 East Central Ave
Winter Haven Florida 33880

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of March 2024, by Warren K. (Rennie) Heath II, as Chairperson of the Board of Supervisors of the Crosswinds East Community Development District.

[notary seal]

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

EXHIBIT A

CROSSWINDS EAST CDD - LEGAL DESCRIPTION

A PORTION OF SECTIONS 11, 14, 22, 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 14; THENCE S00°44'54"E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1338.59 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE S89°46'43"W ALONG SAID SOUTH LINE, A DISTANCE OF 661.47 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE N00°40'15"W, ALONG SAID WEST LINE, A DISTANCE OF 430.01 FEET; THENCE DEPARTING SAID WEST LINE, RUN S89°46'43"W, A DISTANCE OF 500.02 FEET; THENCE S00°40'15"E, A DISTANCE OF 430.01 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE N89°46'43"E, ALONG SAID SOUTH LINE, A DISTANCE OF 169.28 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S00°37'55"E, A DISTANCE OF 1331.21 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S89°47'52"E, ALONG SAID NORTH LINE, A DISTANCE OF 663.34 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°26'51"E, A DISTANCE OF 659.30 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE N89°47'03"W, ALONG SAID SOUTH LINE, A DISTANCE OF 332.12 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S00°24'31"E, A DISTANCE OF 329.61 FEET; THENCE N89°46'39"W, A DISTANCE OF 1329.37 FEET; THENCE N00°15'11"W, A DISTANCE OF 988.33 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE N89°47'52"W, ALONG SAID SOUTH LINE, A DISTANCE OF 663.34 FEET TO A POINT ON THE CENTER CORNER OF SAID SECTION 14; THENCE N00°26'06"W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 14, A DISTANCE OF 659.46 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S89°40'32"W, ALONG SAID NORTH LINE, A DISTANCE OF 995.48 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°16'25"E, A DISTANCE OF 657.56 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N89°47'05"E, ALONG SAID SOUTH LINE, A DISTANCE OF 332.45 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S00°07'53"E, ALONG SAID EAST LINE, A DISTANCE OF 1314.71 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S00°07'53"E, ALONG SAID EAST LINE, A DISTANCE OF 1314.71 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE

S89°44'38"E, ALONG SAID NORTH LINE, A DISTANCE OF 666.92 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S00°01'09"E, ALONG SAID EAST LINE, A DISTANCE OF 1314.06 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE S89°52'19"E, ALONG SAID NORTH LINE, A DISTANCE OF 1331.72 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE N00°04'25"E, ALONG SAID WEST LINE, A DISTANCE OF 605.42 FEET; THENCE DEPARTING SAID WEST LINE, RUN S89°48'46"E, A DISTANCE OF 666.35 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE S00°07'14"W, ALONG SAID EAST LINE, A DISTANCE OF 639.73 FEET; THENCE DEPARTING SAID EAST LINE, RUN S89°58'29"E, A DISTANCE OF 1322.62 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 24; THENCE S00°07'29"W, ALONG SAID EAST LINE, A DISTANCE OF 979.45 FEET; THENCE DEPARTING SAID EAST LINE, RUN N90°00'00"W, A DISTANCE OF 179.66 FEET; THENCE S00°00'00"E, A DISTANCE OF 35.29 FEET; THENCE N90°00'00"W, A DISTANCE OF 208.71 FEET; THENCE S00°00'00"E, A DISTANCE OF 258.71 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE S89°53'02"W, ALONG SAID NORTH LINE, A DISTANCE OF 270.00 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE S89°59'58"W, ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 2659.17 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S00°02'24"E, ALONG SAID EAST LINE, A DISTANCE OF 1313.41 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°52'56"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1327.18 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°52'56"W, ALONG SAID SOUTH LINE, A DISTANCE OF 663.59 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE ALONG THE EAST, SOUTH AND WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 THE FOLLOWING THREE (3) COURSES AND DISTANCES; S00°12'04"E, A DISTANCE OF 658.75 FEET; THENCE S89°49'20"W, A DISTANCE OF 662.97 FEET; THENCE N00°15'17"W, A DISTANCE OF 659.43 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE N00°15'17"W, ALONG SAID WEST LINE, A DISTANCE OF 659.43 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°56'27"E, A DISTANCE OF 20.00 FEET; THENCE N00°15'17"W, A DISTANCE OF 459.41 FEET; THENCE N89°59'58"E, A DISTANCE OF 195.00 FEET; THENCE N00°15'17"W, A DISTANCE OF 200.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S89°59'58"W, ALONG SAID SOUTH LINE, A DISTANCE OF 215.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE N00°12'03"W, ALONG SAID WEST LINE, A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN S89°30'49"W, A DISTANCE OF 1322.88 FEET TO A POINT ON THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N00°08'15"W, ALONG SAID WEST LINE, A DISTANCE OF 635.08 FEET; THENCE DEPARTING SAID WEST LINE, RUN

S89°30'57"W, A DISTANCE OF 330.41 FEET; THENCE N00°06'37"W, A DISTANCE OF 660.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°31'06"E, ALONG SAID SOUTH LINE, A DISTANCE OF 990.93 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE ALONG THE WEST, SOUTH AND EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22 THE FOLLOWING THREE (3) COURSES AND DISTANCES: S00°09'52"E, A DISTANCE OF 660.05 FEET; THENCE N89°30'57"E, A DISTANCE OF 661.04 FEET; THENCE N00°12'03"W, A DISTANCE OF 660.02 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S89°52'19"E, ALONG SAID NORTH LINE, A DISTANCE OF 1331.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE N00°06'37"W, ALONG SAID WEST LINE, A DISTANCE OF 1317.04 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE N89°44'38"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1333.85 FEET TO A POINT ON THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE N00°00'04"E, ALONG SAID WEST LINE, A DISTANCE OF 653.24 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S89°51'42"E, ALONG SAID NORTH LINE, A DISTANCE OF 333.21 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N00°01'16"W, A DISTANCE OF 653.93 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S89°58'46"E, ALONG SAID SOUTH LINE, A DISTANCE OF 665.84 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N00°03'52"W, A DISTANCE OF 655.30 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S89°54'10"W, ALONG SAID SOUTH LINE, A DISTANCE OF 998.04 FEET TO A POINT ON THE WEST LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE N00°00'04"E, ALONG SAID WEST LINE, A DISTANCE OF 653.24 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N00°00'07"W, ALONG SAID WEST LINE, A DISTANCE OF 1963.24 FEET; THENCE DEPARTING SAID WEST LINE, RUN N90°00'00"E, A DISTANCE OF 330.58 FEET; THENCE S00°03'26"E, A DISTANCE OF 651.91 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N89°33'58"E, ALONG SAID SOUTH LINE, A DISTANCE OF 993.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE N00°13'11"W, ALONG SAID EAST LINE, A DISTANCE OF 656.93 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°27'23"E, A DISTANCE OF 330.59 FEET; THENCE N00°16'25"W, A DISTANCE OF 657.56 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S89°20'46"W, ALONG SAID NORTH LINE, A DISTANCE OF 659.96 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N00°08'05"W, A DISTANCE OF 661.78 FEET; THENCE N89°23'12"E, A DISTANCE OF 330.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE N89°23'12"E, ALONG SAID NORTH LINE, A DISTANCE OF 1320.33 FEET TO A POINT ON THE WEST

LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE N00°05'18"W, ALONG SAID WEST LINE, A DISTANCE OF 1981.85 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE N89°29'24"E, ALONG SAID NORTH LINE, A DISTANCE OF 331.10 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°03'37"E, A DISTANCE OF 1320.84 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE N89°25'18"E, ALONG SAID NORTH LINE, A DISTANCE OF 330.46 FEET TO A POINT ON THE EAST LINE OF THE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE S00°01'47"E, ALONG SAID EAST LINE, A DISTANCE OF 660.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE N89°23'14"E, ALONG SAID NORTH LINE, A DISTANCE OF 430.30 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°01'25"W, A DISTANCE OF 659.97 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE N89°21'10"E, ALONG SAID NORTH LINE, A DISTANCE OF 1440.10 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N00°01'25"E, A DISTANCE OF 659.11 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE N89°23'14"E, ALONG SAID NORTH LINE, A DISTANCE OF 110.50 FEET TO A POINT ON THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE S00°08'08"W, ALONG SAID EAST LINE, A DISTANCE OF 659.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,948,903 SQUARE FEET OR 779 ACRES MORE OR LESS.

SECTION VI

*Item will be
provided under
separate cover.*

SECTION VII

SECTION A



Dewberry Engineers Inc. 407 843 5120
800 North Magnolia Ave, Suite 1000 407 649.8664 fax
Orlando, FL 32803-3251 www.dewberry.com

February 19, 2024

Via United States Mail and Electronic Mail

Mr. Thomas Barnes
QGS Development, Inc.
1450 South Park Road
Plant City, Florida 33566

**Re: Crosswinds East Community Development District –Notice to Proceed
Phase 1B Construction Contract**

Dear Mr. Barnes:

You are hereby notified that the Contract Times under the *Standard Form of Agreement Between Owner and Contractor for Construction Contract*, dated February 7, 2024, with respect to Crosswinds East Community Development District Phase 1B construction services (the "Agreement"), will commence to run as of February 19, 2024, on which date QGS Development, Inc., is to start performing its obligations under the Contract Documents referenced in the Agreement with respect to Crosswinds East Phase 1B Project construction. In accordance with Article 4 of the Agreement, the Work to be performed under the Agreement shall commence no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of this Notice and shall be substantially completed within **two hundred eighty (280)** consecutive calendar days from the date designated in this Notice ("Substantial Completion Date"). The entirety of the Work shall be ready for Final Payment in accordance with Paragraph 15.06 of the General Conditions of the Agreement within **three hundred ten (310)** calendar days from the date designated in this Notice ("Final Completion Date").

Should you have any questions or require additional information, please do not hesitate to call. If none, please acknowledge your receipt of this Notice by signing the Acceptance attached hereto and returning to me at your earliest convenience.

Sincerely,

 P.E.
District Engineer

cc: Lauren Gentry – District Counsel
Jill Burns – District Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED for the Crosswinds East Community Development District Phase 1B Construction Project, with a Commencement Date of February 19, 2024, is hereby acknowledged:

OWNER:

CROSSWINDS EAST COMMUNITY DEVELOPMENT
DISTRICT

By: Warren K. Heath

Name: Warren K Heath

Title: Chairman

Date: 2/23/2024, 2024

CONTRACTOR:

QGS DEVELOPMENT, INC., a Florida corporation

By: Thomas Barnes

Name: Thomas Barnes

Title: Vice President

Date: Feb 21,, 2024

SECTION B

Upon recording, please return to:
Roy Van Wyk, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

NOTICE OF COMMENCEMENT

Permit Nos. _____
Parcel I.D. No.: Legal Description Attached.

STATE OF FLORIDA
COUNTY OF POLK

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property in Polk County, Florida. The following information is provided in this Notice of Commencement.

1. Description of property (legal description of property and address if available):
That property identified at **Exhibit A**.

2. General description of improvements: including stormwater management, utilities, onsite and offsite roadway improvements for Phase 1B.

3. Owner information
 - a) Name and address: Crosswinds East Community Development District
c/o Governmental Management Services, LLC
219 E. Livingston St.
Orlando, FL 32801
 - b) Interest in property: Easement
 - c) Name and address of fee simple titleholder (if other than owner): GLK Real Estate, LLC, 346 East Central Ave., Winter Haven, Florida 33880

4. Contractor (name and address): QGS Development, Inc., 1450 South Park Road, Plant City, Florida 33566

5. Surety
 - a) Name and address: Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

 - b) Amount of bond: \$14,719,324.02

6. Lender (name and address): N/A

7. Person within the State of Florida designated by owner upon whom notices or other documents may be served.

Name and address: Jill Burns, Governmental Management Services, LLC, 219 E. Livingston St., Orlando, FL 32801

8. In addition, owner designates the following individual to receive a copy of any notices: N/A

9. Expiration date of notice of commencement N/A (the expiration date is one year from the date of recording unless a different date is specified).

10. At the time of this recording, there is no performance or payment bond to look towards in the event of default. Additionally, QGS Development, Inc., its suppliers, and subcontractors will have no lien rights under Chapter 713, Florida Statutes.

The foregoing information and execution of this notice is being provided solely for the purpose of providing notice. The Owner of the property is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes.

Attest:

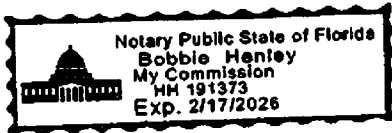
CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

[Signature]
Assistant Secretary

[Signature]
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of February 2024, by Warren K. ("Rennie") Heath II, as Chairman of the Board of Supervisors of the Crosswinds East Community Development District, who is personally known to me or produced _____ as identification.



[Signature]
(Official Notary Signature & Seal)

Print Name: Bobbie Henley
Notary Public, State of Florida

EXHIBIT A: Legal Description of Site
EXHIBIT B: Performance and Payment Bonds

EXHIBIT A:
CROSSWINDS EAST PHASE 1B

Crosswinds East Phase 1B– Legal Descriptions

272714-739000-010150 GLK REAL ESTATE, LLC (PER OR BK 10536 PGS 1555-1559)

TRACTS 6 THROUGH 12 (INCLUSIVE), TRACTS 16 THROUGH 21 (INCLUSIVE), AND TRACTS 28 THROUGH 32 (INCLUSIVE) IN THE NW 1/4; TRACTS 15 AND 16 IN THE NE 1/4; AND TRACTS 1 THROUGH 6 (INCLUSIVE) IN THE SW 1/4, ALL IN SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1 PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LESS A STRIP OF LAND OFF THE WEST SIDE OF SAID TRACTS 16, 17, AND 32 IN THE NW 1/4 AND OFF THE WEST SIDE OF SAID TRACT 1 IN THE SW 1/4, AS DESCRIBED IN WARRANTY DEED FROM JULIA A. GLASS, JOINED BY HER HUSBAND, KNOX GLASS, JR., TO POLK COUNTY, A POLITICAL SUBDIVISION, DATED JULY 23, 1970, FILED AUGUST 14, 1970, RECORDED IN O.R. BOOK 1303, PAGE 928, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel 272714-739000-040110 Cassidy Holdings, LLC (PER OR BK 11159 PGS 2263-2267)

TRACTS 11,12, 13, FLORIDA DEVELOPMENT CO. TRACT, IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING A PORTION OF THE SAME PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FOR HIGHLAND CASSIDY, LLC - POWERLINE ROAD #3, PREPARED BY MCVAY-WOOD ASSOCIATES, DATED JUNE 27, 2005.

PARCEL 272714-739000-040210 GLK REAL ESTATE, LLC (PER OR BK 11159 PG 2251-2254)

TRACTS 21, 22, 27, AND 28 IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE SOUTH 40 FEET OF TRACTS 27 AND 28 FOR CARL BOOZER ROAD AND LESS THE WEST 73 FEET OF TRACT 28, BEING A PORTION OF THE SAME PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FOR HIGHLAND CASSIDY, LLC - - POWERLINE ROAD #3, PREPARED BY MCVAY-WOOD ASSOCIATES, DATED JUNE 27, 2005.

PARCEL 272714-739000-040180 GLK REAL ESTATE, LLC (PER OR BK 11159 PG 2251-2254)

TRACTS 18, 19, AND 20 IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING A PORTION OF THE SAME PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FOR HIGHLAND CASSIDY, LLC -- POWERLINE ROAD 2, PREPARED BY MCVAY-WOOD ENGINEERING, LLC, DATED JANUARY 17, 2006.

PARCEL 272714-739000-040281 GLK REAL ESTATE, LLC (PER OR BK 11159 PG 2255-2258)

THE WEST 73 FEET OF TRACT 28, AND TRACTS 29, 30, 31 AND 32, LESS THE WEST 30 FEET OF LOT 32 AND LESS THE SOUTH 40 FEET OF LOTS 29, 30, 31, AND 32 , ALL LYING IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING A PORTION OF THE SAME PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FOR HIGHLAND CASSIDY, LLC -- POWERLINE ROAD 2, PREPARED BY MCVAY-WOOD ENGINEERING, LLC, DATED JANUARY 17, 2006

272714-739000-040290 GLK REAL ESTATE, LLC (PER OR BK 11159 PG 2255-2258)

THE WEST 73 FEET OF TRACT 28, AND TRACTS 29, 30, 31 AND 32, LESS THE WEST 30 FEET OF LOT 32 AND LESS THE SOUTH 40 FEET OF LOTS 29, 30, 31, AND 32 , ALL LYING IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING A PORTION OF THE SAME PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FOR HIGHLAND CASSIDY, LLC -- POWERLINE ROAD 2, PREPARED BY MCVAY-WOOD ENGINEERING, LLC, DATED JANUARY 17, 2006

EXHIBIT "A"

Parcel ID#: 272714-739000-040011

A parcel of land lying in Lots 1, 2, and 3, of the MAP OF FLORIDA DEVELOPMENT CO. TRACT of the Southwest 1/4 of Section 14, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 14, run thence along the North line of said Southwest 1/4 of Section 14, N.89°47'05"E., a distance of 20.00 feet to the Northerly extension of the East Right-of-Way line of Powerline Road as recorded Official Records Book 1303, Page 928 of the Public Records of Polk County, Florida; thence along said Northerly extension and said East Right-of-Way line, S.00°00'00"W., a distance of 120.73 feet to the North line of the South 532.55 feet of the said Lots 1, 2, and 3, said point being the **POINT OF BEGINNING**; thence along said North line, N.89°54'10"E., a distance of 981.23 feet to the East line of said Lot 3; thence along said East line, S.00°03'58"E., a distance of 222.00 feet to the North line of the South 310.55 feet of said Lots 1, 2, and 3; thence along said North line, S.89°54'10"W., a distance of 981.48 feet to the aforesaid East Right-of-Way line; thence along said East Right-of-Way line, N.00°00'00"E., a distance of 222.00 feet to the **POINT OF BEGINNING**.

Containing 5.00 acres, more or less.

AND

Parcel ID#: 272714-739000-040012

A parcel of land lying in Lots 1, 2, and 3, of the MAP OF FLORIDA DEVELOPMENT CO. TRACT of the Southwest 1/4 of Section 14, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 14, run thence along the North line of said Southwest 1/4 of Section 14, N.89°47'05"E., a distance of 20.00 feet to the Northerly extension of the East Right-of-Way line of Powerline Road as recorded Official Records Book 1303, Page 928 of the Public Records of Polk County, Florida; thence along said Northerly extension and said East Right-of-Way line, S.00°00'00"W., a distance of 342.73 feet to the North line of the South 310.55 feet of the said Lots 1, 2, and 3, said point being the **POINT OF BEGINNING**; thence along said North line, N.89°54'10"E., a distance of 981.48 feet to the East line of said Lot 3; thence along said East line, S.00°03'58"E., a distance of 310.55 feet to the Southeast corner of said Lot 3; thence along the South of said Lots 1, 2, and 3, S.89°54'10"W., a distance of 981.84 feet to the aforesaid East Right-of-Way line; thence along said East Right-of-Way line, N.00°00'00"E., a distance of 310.55 feet to the **POINT OF BEGINNING**.

Containing 7.00 acres, more or less.

EXHIBIT "A"

Parcel ID#: 272714-739000-040041

A parcel of land lying in Lots 4 and 5, of the MAP OF FLORIDA DEVELOPMENT CO. TRACT of the Southwest 1/4 of Section 14, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 14, run thence along the North line of said Southwest 1/4 of Section 14, N.89°47'05"E., a distance of 1001.09 feet to the Northerly extension of the West line of said Lot 4; thence along said Northerly extension and said West line of Lot 4, S.00°03'58"E., a distance of 125.45 feet to the North line of the South 529.85 feet of said Lots 4 and 5 said point also being **POINT OF BEGINNING**; thence along said North line, N.89°54'10"E., a distance of 657.49 feet to the East line of said Lot 5; thence along said East line, S.00°06'35"E., a distance of 529.85 feet to the Southeast corner of said Lot 5; thence along the South line of said Lots 4 and 5, S.89°54'10"W., a distance of 657.89 feet to the Southwest corner of said Lot 4; thence along the West line of said Lot 4, N.00°03'58"W., a distance of 529.85 feet to the **POINT OF BEGINNING**.

Containing 8.00 acres, more or less.

EXHIBIT B

INSTR # 2024035096
 BK 13006 Pgs 1722-1730 PG(s)9
 02/13/2024 03:47:25 PM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES 78.00

Bond No. 0254750

PERFORMANCE BOND

Contractor Name: QGS Development, Inc. Address (principal place of business): 1450 S. Park Road Plant City, Florida 33566 Telephone No: (813)634-3326	Surety Name: Berkley Insurance Company Address (principal place of business): 475 Steamboat Road Greenwich, CT 06830 Telephone No. (203)542-3800
Owner Name: Crosswinds East Community Development District Mailing address (principal place of business): 219 E. Livingston St. Orlando, FL 32801 Telephone No. (407)841-5524	Contract Description (name and location): Crosswinds East CDD - Construction Services for Phase 1B Project Improvements - Polk County, FL Contract Price: \$14,719,324.02 Effective Date of Contract: February 7, 2024
Bond Bond Amount: \$14,719,324.02 Date of Bond: February 9, 2024 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal QGS Development, Inc. (Full formal name of Contractor) By: <u>Thomas H. Barnes</u> (Signature) Name: <u>Thomas H. Barnes</u> (Printed or typed) Title: <u>Vice President</u> Attest: <u>Rosaura Aragon Pecina</u> (Signature) Name: <u>Rosaura Aragon Pecina</u> (Printed or typed) Title: <u>Contract Billing Specialist</u>	Surety Berkley Insurance Company (Full formal name of Surety) (Corporate Seal) By: <u>Brett A. Ragland</u> (Signature) (Attach Power of Attorney) Name: <u>Brett A. Ragland</u> (Printed or typed) Title: <u>Attorney-In-Fact and Florida Licensed Resident Agent</u> Attest: <u>Kanani Cordero</u> (Signature) Name: <u>Kanani Cordero</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

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

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

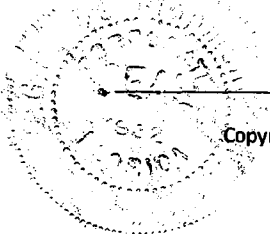
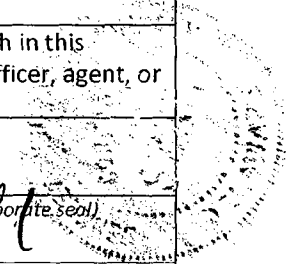
16. Modifications to this Bond are as follows:

This bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

Bond No. 0254750

PAYMENT BOND

Contractor Name: QGS Development, Inc. Address (principal place of business): 1450 S. Park Road Plant City, Florida 33566 Telephone No. (813)634-3326	Surety Name: Berkley Insurance Company Address (principal place of business): 475 Steamboat Road Greenwich, CT 06830 Telephone No. (203)542-3800
Owner Name: Crosswinds East Community Development District Mailing address (principal place of business): 219 E. Livingston St. Orlando, FL 32801 Telephone No. (407)841-5524	Contract Description (name and location): Crosswinds East CDD - Construction Services for Phase 1B Project Improvements - Polk County, FL Contract Price: \$14,719,324.02 Effective Date of Contract: February 7, 2024
Bond Bond Amount: \$14,719,324.02 Date of Bond: February 9, 2024 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal QGS Development, Inc.	Surety Berkley Insurance Company
By: <u>Thomas H. Barnes</u> <small>(Full formal name of Contractor)</small> <small>(Signature)</small>	By: <u>Brett A. Ragland</u> <small>(Full formal name of Surety) (corporate seal)</small> <small>(Signature)(Attach Power of Attorney)</small>
Name: <u>Thomas H. Barnes</u> <small>(Printed or typed)</small>	Name: <u>Brett A. Ragland</u> <small>(Printed or typed)</small>
Title: <u>Vice President</u>	Title: <u>Attorney-In-Fact and Florida Licensed Resident Agent</u>
Attest: <u>Rosaura Aragon Pecina</u> <small>(Signature)</small>	Attest: <u>Kanani Cordero</u> <small>(Signature)</small>
Name: <u>Rosaura Aragon Pecina</u> <small>(Printed or typed)</small>	Name: <u>Kanani Cordero</u> <small>(Printed or typed)</small>
Title: <u>Contract Billing Specialist</u>	Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

EJCDC® C-615, Payment Bond.

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- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

This bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; Kanani H. Cordero; or Tyler Ragland of Joseph D. Johnson & Company of Orlando, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of March, 2020.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 9th day of February, 2024.

(Seal)

Vincent P. Forte

WARNING Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions on reverse must be in blue ink.

SECTION C



Dewberry Engineers Inc. 407.843.5120
800 North Magnolia Ave, Suite 1000 407.649.8664 fax
Orlando, FL 32803-3251 www.dewberry.com

February 19, 2024

Via United States Mail and Electronic Mail

Mr. Thomas Barnes
QGS Development, Inc.
1450 South Park Road
Plant City, Florida 33566

**Re: Crosswinds East Community Development District –Notice to Proceed
Phase 1C Construction Contract**

Dear Mr. Barnes:

You are hereby notified that the Contract Times under the *Standard Form of Agreement Between Owner and Contractor for Construction Contract*, dated February 7, 2024, with respect to Crosswinds East Community Development District Phase 1C construction services (the “Agreement”), will commence to run as of February 19, 2024, on which date QGS Development, Inc., is to start performing its obligations under the Contract Documents referenced in the Agreement with respect to Crosswinds East Phase 1C Project construction. In accordance with Article 4 of the Agreement, the Work to be performed under the Agreement shall commence no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of this Notice and shall be substantially completed within **two hundred fifty (250)** consecutive calendar days from the date designated in this Notice (“Substantial Completion Date”). The entirety of the Work shall be ready for Final Payment in accordance with Paragraph 15.06 of the General Conditions of the Agreement within **two hundred eighty (280)** calendar days from the date designated in this Notice (“Final Completion Date”).

Should you have any questions or require additional information, please do not hesitate to call. If none, please acknowledge your receipt of this Notice by signing the Acceptance attached hereto and returning to me at your earliest convenience.

Sincerely,


_____, P.E.
District Engineer

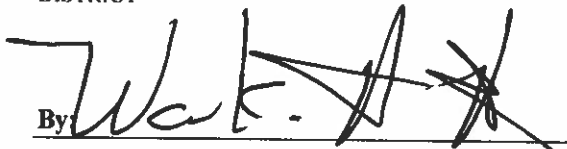
cc: Lauren Gentry – District Counsel
Jill Burns – District Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED for the Crosswinds East Community Development District Phase 1C Construction Project, with a Commencement Date of February 19, 2024, is hereby acknowledged:

OWNER:

CROSSWINDS EAST COMMUNITY DEVELOPMENT
DISTRICT

By: 

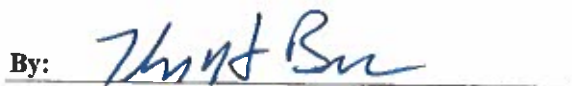
Name: Warren F Heath

Title: Chairman

Date: 2/23/2024, 2024

CONTRACTOR:

QGS DEVELOPMENT, INC., a Florida corporation

By: 

Name: Thomas Barnes

Title: Vice President

Date: Feb 21,, 2024

SECTION D

Upon recording, please return to:
Roy Van Wyk, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

NOTICE OF COMMENCEMENT

Permit Nos. _____
Parcel I.D. No.: Legal Description Attached.

STATE OF FLORIDA
COUNTY OF POLK

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property in Polk County, Florida. The following information is provided in this Notice of Commencement.

- 1. Description of property (legal description of property and address if available):
That property identified at **Exhibit A**.

- 2. General description of improvements: including stormwater management, utilities, onsite and offsite roadway improvements for Phase 1C.

- 3. Owner information
 - a) Name and address: Crosswinds East Community Development District
c/o Governmental Management Services, LLC
219 E. Livingston St.
Orlando, FL 32801
 - b) Interest in property: Easement
 - c) Name and address of fee simple titleholder (if other than owner): GLK Real Estate, LLC, 346 East Central Ave., Winter Haven, Florida 33880

- 4. Contractor (name and address): QGS Development, Inc., 1450 South Park Road, Plant City, Florida 33566

- 5. Surety
 - a) Name and address: Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

 - b) Amount of bond: \$13,893,219.48

- 6. Lender (name and address): N/A

7. Person within the State of Florida designated by owner upon whom notices or other documents may be served.

Name and address: Jill Burns, Governmental Management Services, LLC, 219 E. Livingston St., Orlando, FL 32801

8. In addition, owner designates the following individual to receive a copy of any notices: N/A

9. Expiration date of notice of commencement N/A (the expiration date is one year from the date of recording unless a different date is specified).

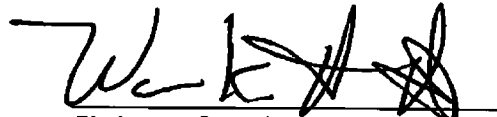
10. At the time of this recording, there is no performance or payment bond to look towards in the event of default. Additionally, OGS Development, Inc., its suppliers, and subcontractors will have no lien rights under Chapter 713, Florida Statutes.

The foregoing information and execution of this notice is being provided solely for the purpose of providing notice. The Owner of the property is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes.

Attest:

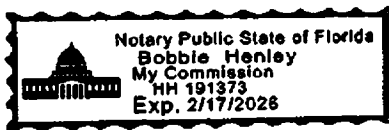
CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT


Assistant Secretary


Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of February 2024, by Warren K. ("Rennie") Heath II, as Chairman of the Board of Supervisors of the Crosswinds East Community Development District, who is personally known to me or produced _____ as identification.




(Official Notary Signature & Seal)

Print Name: Bobbie Henley
Notary Public, State of Florida

- EXHIBIT A: Legal Description of Site
- EXHIBIT B: Performance and Payment Bonds

EXHIBIT A:
CROSSWINDS EAST PHASE 1C

Crosswinds East Phase 1C– Legal Descriptions

272714-739000-010150 GLK REAL ESTATE, LLC (PER OR BK 10536 PGS 1555-1559)

TRACTS 6 THROUGH 12 (INCLUSIVE), TRACTS 16 THROUGH 21 (INCLUSIVE), AND TRACTS 28 THROUGH 32 (INCLUSIVE) IN THE NW 1/4; TRACTS 15 AND 16 IN THE NE 1/4; AND TRACTS 1 THROUGH 6 (INCLUSIVE) IN THE SW 1/4, ALL IN SECTION 14, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1 PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LESS A STRIP OF LAND OFF THE WEST SIDE OF SAID TRACTS 16, 17, AND 32 IN THE NW 1/4 AND OFF THE WEST SIDE OF SAID TRACT 1 IN THE SW 1/4, AS DESCRIBED IN WARRANTY DEED FROM JULIA A. GLASS, JOINED BY HER HUSBAND, KNOX GLASS, JR., TO POLK COUNTY, A POLITICAL SUBDIVISION, DATED JULY 23, 1970, FILED AUGUST 14, 1970, RECORDED IN O.R. BOOK 1303, PAGE 928, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

EXHIBIT "A"

Parcel ID#: 272714-739000-040011

A parcel of land lying in Lots 1, 2, and 3, of the MAP OF FLORIDA DEVELOPMENT CO. TRACT of the Southwest 1/4 of Section 14, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 14, run thence along the North line of said Southwest 1/4 of Section 14, N.89°47'05"E., a distance of 20.00 feet to the Northerly extension of the East Right-of-Way line of Powerline Road as recorded Official Records Book 1303, Page 928 of the Public Records of Polk County, Florida; thence along said Northerly extension and said East Right-of-Way line, S.00°00'00"W., a distance of 120.73 feet to the North line of the South 532.55 feet of the said Lots 1, 2, and 3, said point being the **POINT OF BEGINNING**; thence along said North line, N.89°54'10"E., a distance of 981.23 feet to the East line of said Lot 3; thence along said East line, S.00°03'58"E., a distance of 222.00 feet to the North line of the South 310.55 feet of said Lots 1, 2, and 3; thence along said North line, S.89°54'10"W., a distance of 981.48 feet to the aforesaid East Right-of-Way line; thence along said East Right-of-Way line, N.00°00'00"E., a distance of 222.00 feet to the **POINT OF BEGINNING**.

Containing 5.00 acres, more or less.

AND

Parcel ID#: 272714-739000-040012

A parcel of land lying in Lots 1, 2, and 3, of the MAP OF FLORIDA DEVELOPMENT CO. TRACT of the Southwest 1/4 of Section 14, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 14, run thence along the North line of said Southwest 1/4 of Section 14, N.89°47'05"E., a distance of 20.00 feet to the Northerly extension of the East Right-of-Way line of Powerline Road as recorded Official Records Book 1303, Page 928 of the Public Records of Polk County, Florida; thence along said Northerly extension and said East Right-of-Way line, S.00°00'00"W., a distance of 342.73 feet to the North line of the South 310.55 feet of the said Lots 1, 2, and 3, said point being the **POINT OF BEGINNING**; thence along said North line, N.89°54'10"E., a distance of 981.48 feet to the East line of said Lot 3; thence along said East line, S.00°03'58"E., a distance of 310.55 feet to the Southeast corner of said Lot 3; thence along the South of said Lots 1, 2, and 3, S.89°54'10"W., a distance of 981.84 feet to the aforesaid East Right-of-Way line; thence along said East Right-of-Way line, N.00°00'00"E., a distance of 310.55 feet to the **POINT OF BEGINNING**.

Containing 7.00 acres, more or less.

EXHIBIT "A"

Parcel ID#: 272714-739000-040041

A parcel of land lying in Lots 4 and 5, of the MAP OF FLORIDA DEVELOPMENT CO. TRACT of the Southwest 1/4 of Section 14, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 14, run thence along the North line of said Southwest 1/4 of Section 14, N.89°47'05"E., a distance of 1001.09 feet to the Northerly extension of the West line of said Lot 4; thence along said Northerly extension and said West line of Lot 4, S.00°03'58"E., a distance of 125.45 feet to the North line of the South 529.85 feet of said Lots 4 and 5 said point also being **POINT OF BEGINNING**; thence along said North line, N.89°54'10"E., a distance of 657.49 feet to the East line of said Lot 5; thence along said East line, S.00°06'35"E., a distance of 529.85 feet to the Southeast corner of said Lot 5; thence along the South line of said Lots 4 and 5, S.89°54'10"W., a distance of 657.89 feet to the Southwest corner of said Lot 4; thence along the West line of said Lot 4, N.00°03'58"W., a distance of 529.85 feet to the **POINT OF BEGINNING**.

Containing 8.00 acres, more or less.

EXHIBIT B

INSTR # 2024035097
 BK 13006 Pgs 1731-1739 PG(s)9
 02/13/2024 03:47:25 PM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES 78.00

Bond No. 0254751

PERFORMANCE BOND

Contractor Name: QGS Development, Inc. Address (principal place of business): 1450 S. Park Road Plant City, Florida 33566 Telephone No: (813)634-3326	Surety Name: Berkley Insurance Company Address (principal place of business): 475 Steamboat Road Greenwich, CT 06830 Telephone No. (203)542-3800
Owner Name: Crosswinds East Community Development District Mailing address (principal place of business): 219 E. Livingston St. Orlando, FL 32801 Telephone No. (407)841-5524	Contract Description (name and location): Crosswinds East CDD - Construction Services for Phase 1C Project Improvements - Polk County, FL Contract Price: \$13,893,219.48 Effective Date of Contract: February 7, 2024
Bond Bond Amount: \$13,893,219.48 Date of Bond: February 9, 2024 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal QGS Development, Inc. <small>(Full formal name of Contractor)</small>	Surety Berkley Insurance Company <small>(Full formal name of Surety) (Corporate Seal)</small>
By: <u>Thomas H. Barnes</u> <small>(Signature)</small>	By: <u>Brett A. Ragland</u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Thomas H. Barnes</u> <small>(Printed or typed)</small>	Name: <u>Brett A. Ragland</u> <small>(Printed or typed)</small>
Title: <u>Vice President</u>	Title: <u>Attorney-in-Fact and Florida Licensed Resident Agent</u>
Attest: <u>Rosaura Aragon Pecina</u> <small>(Signature)</small>	Attest: <u>Kanani Cordero</u> <small>(Signature)</small>
Name: <u>Rosaura Aragon Pecina</u> <small>(Printed or typed)</small>	Name: <u>Kanani Cordero</u> <small>(Printed or typed)</small>
Title: <u>Contract Billing Specialist</u>	Title: <u>Witness</u>
<small>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</small>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

This bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

Bond No. 0254751

PAYMENT BOND

Contractor Name: QGS Development, Inc. Address (principal place of business): 1450 S. Park Road Plant City, Florida 33566 Telephone No. (813)634-3326	Surety Name: Berkley Insurance Company Address (principal place of business): 475 Steamboat Road Greenwich, CT 06830 Telephone No. (203)542-3800
Owner Name: Crosswinds East Community Development District Mailing address (principal place of business): 219 E. Livingston St. Orlando, FL 32801 Telephone No. (407)841-5524	Contract Description (name and location): Crosswinds East CDD - Construction Services for Phase 1C Project Improvements - Polk County, FL Contract Price: \$13,893,219.48 Effective Date of Contract: February 7, 2024
Bond Bond Amount: \$13,893,219.48 Date of Bond: February 9, 2024 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal QGS Development, Inc.	Surety Berkley Insurance Company
(Full formal name of Contractor)	(Full formal name of Surety) (Corporate Seal)
By: <u>Thomas H. Barnes</u> (Signature)	By: <u>Brett A. Ragland</u> (Signature) (Attach Power of Attorney)
Name: <u>Thomas H. Barnes</u> (Printed or typed)	Name: <u>Brett A. Ragland</u> (Printed or typed)
Title: <u>Vice President</u>	Title: <u>Attorney-In-Fact and Florida Licensed Resident Agent</u>
Attest: <u>Rosaura Aragon Pecina</u> (Signature)	Attest: <u>Kanani Cordero</u> (Signature)
Name: <u>Rosaura Aragon Pecina</u> (Printed or typed)	Name: <u>Kanani Cordero</u> (Printed or typed)
Title: <u>Contract Billing Specialist</u>	Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

EJCDC® C-615, Payment Bond.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

EJCDC® C-615, Payment Bond.

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- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

This bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; Kumani H. Cordero; or Tyler Ragland of Joseph D. Johnson & Company of Orlando, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of March, 2020.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 7th day of February, 2024

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

SECTION VIII

SECTION C

SECTION 1

Crosswinds East Community Development District

Summary of Checks

February 17, 2024 to March 15, 2024

Bank	Date	Check No.'s		Amount
General Fund	3/5/24	82-86	\$	2,007.08
	3/12/24	87	\$	3,381.54
			\$	5,388.62

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/05/24	00005	2/28/24	CC022820	202402	310	51300	11000		SUPERVISOR FEES-02/28/24 CHARLES CAVARETTA	*	200.00	200.00	000082
3/05/24	00004	2/28/24	DA022820	202402	310	51300	11000		SUPERVISOR FEES-02/28/24 DANIEL ARNETTE	*	200.00	200.00	000083
3/05/24	00014	2/29/24	00062697	202402	310	51300	48000		NOTICE OF BOS MEETING GANNETT MEDIA CORP DBA	*	1,207.08	1,207.08	000084
3/05/24	00008	2/28/24	JP022820	202402	310	51300	11000		SUPERVISOR FEES-02/28/24 JESSICA PETRUCCI	*	200.00	200.00	000085
3/05/24	00006	2/28/24	LS022820	202402	310	51300	11000		SUPERVISOR FEES-02/28/24 LAUREN SCHWENK	*	200.00	200.00	000086
3/12/24	00001	3/01/24	22	202403	310	51300	34000		MANAGEMENT FEES-MAR24	*	3,125.00		
		3/01/24	22	202403	310	51300	35200		WEBSITE MANAGEMENT-MAR24	*	100.00		
		3/01/24	22	202403	310	51300	35100		INFORMATION TECH-MAR24	*	150.00		
		3/01/24	22	202403	310	51300	51000		OFFICE SUPPLIES	*	2.68		
		3/01/24	22	202403	310	51300	42000		POSTAGE	*	3.86		
									GOVERNMENTAL MANAGEMENT SERVICES			3,381.54	000087
									TOTAL FOR BANK A		5,388.62		
									TOTAL FOR REGISTER		5,388.62		

SECTION 2

Crosswinds East
Community Development District

Unaudited Financial Reporting
February 29, 2024



Table of Contents

1	<hr/>	<u>Balance Sheet</u>
2	<hr/>	<u>General Fund</u>
3	<hr/>	<u>Month to Month</u>

Crosswinds East
Community Development District
Combined Balance Sheet
February 29, 2024

		<i>General Fund</i>
Assets:		
Cash:		
Operating Account	\$	44,653
Total Assets	\$	44,653
Liabilities:		
Accounts Payable	\$	2,007
Total Liabilites	\$	2,007
Fund Balance:		
Unassigned	\$	42,646
Total Fund Balances	\$	42,646
Total Liabilities & Fund Balance	\$	44,653

Crosswinds East
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 29, 2024

	Adopted Budget	Prorated Budget Thru 02/29/24	Actual Thru 02/29/24	Variance
Revenues:				
Boundary Amendment Contributions	\$ -	\$ -	\$ 2,640	\$ 2,640
Assessments - Lot Closing	\$ -	\$ -	\$ 31,048	\$ 31,048
Developer Contributions	\$ 383,770	\$ 60,000	\$ 60,000	\$ -
Total Revenues	\$ 383,770	\$ 60,000	\$ 93,688	\$ 33,688
Expenditures:				
<i>General & Administrative:</i>				
Supervisor Fees	\$ 12,000	\$ 5,000	\$ 3,600	\$ 1,400
Engineering	\$ 15,000	\$ 6,250	\$ 12,468	\$ (6,218)
Attorney	\$ 25,000	\$ 10,417	\$ 15,855	\$ (5,438)
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 4,020	\$ -	\$ -	\$ -
Management Fees	\$ 37,500	\$ 15,625	\$ 15,625	\$ -
Information Technology	\$ 1,800	\$ 750	\$ 750	\$ -
Website Maintenance	\$ 1,200	\$ 500	\$ 500	\$ -
Postage & Delivery	\$ 1,000	\$ 417	\$ 76	\$ 341
Insurance	\$ 5,500	\$ 5,500	\$ 5,200	\$ 300
Copies	\$ 1,000	\$ 417	\$ -	\$ 417
Legal Advertising	\$ 10,000	\$ 4,167	\$ 2,726	\$ 1,441
Boundary Amendment Expenses	\$ -	\$ -	\$ 2,640	\$ (2,640)
Other Current Charges	\$ 4,500	\$ 1,875	\$ 193	\$ 1,682
Office Supplies	\$ 625	\$ 260	\$ 9	\$ 251
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 133,770	\$ 51,352	\$ 59,816	\$ (8,464)
<i>Operations & Maintenance</i>				
Playground & Furniture Lease	\$ 50,000	\$ 20,833	\$ -	\$ 20,833
Field Contingency	\$ 200,000	\$ 83,333	\$ -	\$ 83,333
Total Operations & Maintenance	\$ 250,000	\$ 104,167	\$ -	\$ 104,167
Total Expenditures	\$ 383,770	\$ 155,519	\$ 59,816	\$ 95,702
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 33,872	
Fund Balance - Beginning	\$ -		\$ 8,774	
Fund Balance - Ending	\$ -		\$ 42,646	

Crosswinds East
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Boundary Amendment Contributions	\$ -	\$ -	\$ 1,100	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,640
Assessments - Lot Closing	\$ -	\$ -	\$ -	\$ -	\$ 31,048	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,048
Developer Contributions	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Total Revenues	\$ 20,000	\$ -	\$ 21,100	\$ 1,540	\$ 51,048	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,688
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 1,000	\$ -	\$ 1,000	\$ 800	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600
Engineering	\$ 2,135	\$ 2,440	\$ 7,320	\$ 573	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,468
Attorney	\$ 955	\$ 440	\$ 6,168	\$ 8,293	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,855
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,625
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Postage & Delivery	\$ 1	\$ 26	\$ 5	\$ 37	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76
Insurance	\$ 5,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,200
Copies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 872	\$ 326	\$ 321	\$ -	\$ 1,207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,726
Boundary Amendment Expenses	\$ 1,100	\$ 1,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,640
Other Current Charges	\$ 38	\$ 38	\$ 38	\$ 38	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 193
Office Supplies	\$ 3	\$ 3	\$ 0	\$ 1	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 14,854	\$ 8,188	\$ 18,227	\$ 13,116	\$ 5,431	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,816
Operations & Maintenance													
Playground & Furniture Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 14,854	\$ 8,188	\$ 18,227	\$ 13,116	\$ 5,431	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,816
Excess (Deficiency) of Revenues over Expenditures	\$ 5,146	\$ (8,188)	\$ 2,873	\$ (11,576)	\$ 45,617	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,872