

*Bella Tara Community
Development District*

Agenda

September 23, 2025

AGENDA

Bella Tara

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

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

September 16, 2025

Board of Supervisors
Bella Tara Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Bella Tara Community Development District will be held **Tuesday, September 23, 2025 at 1:00 p.m. at the West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the June 24, 2025 Meeting
4. Ratification Items
 - A. Assignment of Petitioner's Agreement
 - B. Change Order #2 from Jr. Davis Construction Company, Inc.
 - C. Change Order #1 from Mack Concrete Industries, Inc.
 - D. Change Order #1 from Fortiline
 - E. Purchase Order from Hydra Service
 - F. Utility Construction Cost Sharing Agreement Kissimmee Park Road
 - G. Gopher Tortoise Relocation Agreement and Addendum
5. Consideration of Resolution 2025-06 Special Assessment Bond Series 2025 (Master Infrastructure Project)
6. Consideration of Resolution 2025-07 Special Assessment Bond Series 2025 (Assessment Area One Project)
7. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2025
8. Consideration of Assignment of Offsite Master Utility Agreement
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Requests #27 - #29
10. Supervisor's Requests
11. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

George S. Flint

George S. Flint
District Manager

Cc: Jere Earlywine, District Counsel
Christina Baxter, District Engineer

Enclosures

MINUTES

MINUTES OF MEETING
BELLA TARA
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bella Tara Community Development District was held Tuesday, June 24, 2025, at 1:00 p.m. at the Hart Memorial Central Library, Room 120, 211 E. Dakin Avenue, Kissimmee, Florida.

Present and constituting a quorum were:

Craig Perry	Vice Chairman
Dean Perry	Assistant Secretary
Kevin Walsh	Assistant Secretary

Also present were:

George Flint	District Manager
Jere Earlywine <i>by phone</i>	District Counsel
Jarett Wright <i>by phone</i>	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. Three Supervisors were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment

Mr. Flint noted that there were no members of the public present for public comment.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the April 22, 2025 Meeting

Mr. Flint presented the minutes from the April 22, 2025 meeting and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, the Minutes of the April 22, 2025 Meeting, were approved, as presented.
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FOURTH ORDER OF BUSINESS

Review and Acceptance of the Fiscal Year 2024 Audit Report

Mr. Flint stated that the CDD is required to have an annual independent audit as a government entity and presented the findings to the Board which was included in the agenda. The audit resulted in no findings and the CDD has complied with the provisions of the auditor general that they are required to review and this is considered a clean audit. Mr. Flint offered to answer any Board questions. There being none, he asked for a motion to accept the Audit Report.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Accepting the Fiscal Year 2024 Audit Report, was approved.

FIFTH ORDER OF BUSINESS

Public Hearing

Mr. Flint asked for a motion to open the public hearing.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Opening the Public Hearing, was approved.

Mr. Flint noted for the record that there are no members of public to provide comment or testimony and closed the public comment portion of the hearing.

A. Consideration of Resolution 2025-05 Adopting the Fiscal Year 2026 Budget and Relating to the Annual Appropriations

Mr. Flint stated this resolution approves the budget for Fiscal Year 2026 and added that the Board has previously approved a proposed budget and set today's date for the hearing for its final consideration. This budget contemplates a developer funding agreement in lieu of imposing assessments. Mr. Flint asked for any comments or questions on the presented budget. There being no questions, there was a motion of approval.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Resolution 2025-05 Adopting the Fiscal Year 2026 Budget and Relating to the Annual Appropriation, was approved.

Mr. Flint stated asked for a motion to close the public hearing.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Closing the Public Hearing, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Fiscal Year 2025/2026 Developer Funding Agreement

Mr. Flint presented the developer funding agreement. Mr. Earlywine summarized the agreement for the Board and asked the Board to approve the agreement in substantial form as there are some edits he still needs to make.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, the Fiscal Year 2025/2026 Developer Funding Agreement, was approved in substantial form.

SEVENTH ORDER OF BUSINESS

Consideration of Change Order #2 from Jr. Davis Construction

Mr. Flint presented the change order and asked for any comments or questions. Board direction is to hold off on approving any change orders until one there is one large change order to include all expenses.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Void Change Order #2 from Jr. Davis Construction, was approved.

EIGHTH ORDER OF BUSINESS

Ratification of First Amendment to Interlocal Agreement – Lake Toho Road and Kissimmee Park Road Expansion – Item Modified

Mr. Earlywine noted that this particular agreement extends the time for the CDD to issued bonds once the permits are in place. There is also a provision that speaks to the amount of Bonds that are supposed to be issued so the project costs can be covered. Mr. Flint offered to answer any questions.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, the First Amendment to Interlocal Agreement – Lake Toho and Kissimmee Park Road Expansion, was ratified.

NINTH ORDER OF BUSINESS

District Goals and Objectives

A. Adoption of Fiscal Year 2026 Goals and Objectives

Mr. Flint stated that the Board had approved goals and objectives for 2025 and noted that it is time to bring those back to the Board for 2026. He summarized the goals and objectives that cover three areas: community, communication, and engagement, notice of meeting compliance, and access to record compliance. The goals and objectives were also provided in the agenda for review.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Adoption of Fiscal Year 2026 Goals and Objectives, were approved.

B. Presentation of Fiscal Year 2025 Goals and Objectives and Authorization to Chairman to Sign

Mr. Flint presented the previous year's goals and asked the Board to consider authorizing the Chair to sign off on the report that can be brought back to the Board for ratification at a future meeting.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Fiscal Year 2025 Goals and Objectives and Authorization to Chairman to Sign, was approved.

TENTH ORDER OF BUSINESS

**Ratification of Purchase Requisition Request
– Hydra Service, Inc.**

Mr. Flint noted that this is for the purchase of materials and equipment.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, the Purchase Requisition Request – Hydra Service, Inc., was ratified.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Earlywine updated the Board on the timeline of bond issuance.

B. Engineer

There being no comments, the next item followed.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financials through the end of May. No action from the Board is required.

ii. Ratification of Funding Requests #25 - #26

Mr. Flint presented funding requests and offered to answer any questions.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Funding Requests #25-#26, were ratified.

iii. Presentation of Number of Registered Voters – 2

Mr. Flint presented the number of voters to be 2. There is no action required on this item.

iv. Designation of November 4, 2025 as the Landowner's Meeting Date

Mr. Flint asked the Board to redesignate the date of the Landowners' Election to November 4, 2025 because it has to be held on the first Tuesday in November.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, the Designation of November 4, 2025 for the Landowner's Meeting Date, was approved.

v. Approval of Fiscal Year 2026 Meeting Schedule

Mr. Flint included a proposed meeting schedule that matches with the current process of the 4th Tuesday of each month.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, the Fiscal Year 2026 Meeting Schedule, was approved.

vi. Form 1 Filing Reminder – Due July 1st

Mr. Flint reminded the Board to fill out their Form 1 and file them by the deadline of July 1, 2025.

TWELFTH ORDER OF BUSINESS**Supervisor's Requests**

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS**Adjournment**

Mr. Flint asked for a motion to adjourn the meeting.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**ASSIGNMENT OF PETITIONER’S AGREEMENT CONCERNING
THE BELLA TARA COMMUNITY DEVELOPMENT DISTRICT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, Whaley Farms, LLC (“**Assignor**”) does hereby transfer, assign and convey unto Bella Tara Community Development District (“**District**” or “**Assignee**”), all of the rights, interests, benefits, privileges, and obligations of Assignor under that certain *Petitioners Agreement Concerning the Bella Tara Community Development District* (“**Agreement**”), by and between Assignor and Osceola County, Florida (“**County**”), and recorded at Book 6807, Pages 1426 - 1445, and as instrument #2025088841, of the Public Records of Osceola County, Florida, and relating to the establishment of the District and the District’s capital improvement program.

In accordance with Section 8 of the Agreement, Assignee shall provide a copy of this executed *Assignment of Petitioner’s Agreement* to the County.

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE TO ASSIGNMENT OF PETITIONER'S AGREEMENT]

WITNESS

By: 
Name: Alex Little
Address: 1500 Cordova Rd #203
Ft Lauderdale FL 33316

By: 
Name: Frank Buchanan
Address: 1500 Cordova Rd. #203
Ft. Lauderdale, FL 33316

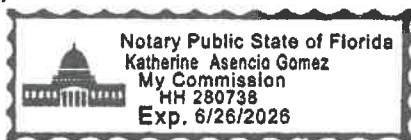
**BELLA TARA COMMUNITY DEVELOPMENT
DISTRICT**

By: 
Name: ERNESTO MITSUMARU
Title: CHAIRMAN

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 24 day of June, 2025, by Craig Perry, as
manager, of Bella Tara Community Development District, who appeared
before me this day in person, and who is either personally known to me, or produced
as identification.

(NOTARY SEAL)




NOTARY PUBLIC, STATE OF Florida

Name: Katherine Asencio Gomez
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

[SIGNATURE PAGE TO ASSIGNMENT OF PETITIONER'S AGREEMENT]

Executed in multiple counterparts to be effective the 24 day of JUNE, 2025.

WITNESS

By: [Signature]
Name: Alex Little
Address: 1500 Cordova Rd #203
Ft Lauderdale FL 33316

By: [Signature]
Name: Donnie Buchanan
Address: 1500 Cordova Road, #203
Ft Lauderdale, FL 33316

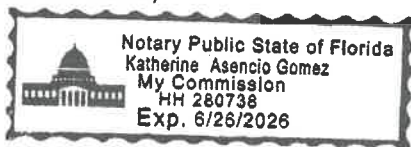
WHALEY FARMS, LLC

By: [Signature]
Name: Craig Perry
Title: MANAGER/SECRETARY

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of June, 2025, by Craig Perry, as Manager, of Whaley Farms, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: Katherine Asencio Gomez
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[CONTINUED ON FOLLOWING PAGE]

the 'information' and 'communication' fields. The 'information' field is defined as:

...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 1)

The 'communication' field is defined as:

...the study of the processes of communication production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 1)

The 'information science' field is defined as:

...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 1)

The 'information studies' field is defined as:

...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 1)

The 'information research' field is defined as:

...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 1)

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...the study of the processes of information production, distribution, access, use and evaluation, and the study of the social, cultural, economic and political contexts in which these processes take place. (p. 1)

This instrument prepared by and return to:

KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**PETITIONER'S AGREEMENT CONCERNING THE BELLA TARA
COMMUNITY DEVELOPMENT DISTRICT**

THIS PETITIONER'S AGREEMENT ("Agreement") is made and entered into this 9th day of January 2023, 2022, by and between **Osceola County**, a political subdivision of the State of Florida (the "**County**") and **Whaley Farms, LLC**, a Florida limited liability company (the "**Petitioner**" and "**Landowner**").

RECITALS

WHEREAS, the Petitioner has filed a petition pursuant to Chapter 190, *Florida Statutes* (2020), with the County to establish a community development district (the "**Petition**") to be known as Bella Tara Community Development District (the "**District**") in order to finance certain community development services and facilities; and

WHEREAS, Whaley Farms, LLC, is the owner of one hundred percent (100%) of the real property located within Osceola County, Florida, to be included in the District (the "**Property**"); and

WHEREAS, the Property is governed by that certain approved Concept Plan (CP) CP21-00007, approved by the County Development Review Committee on October 20, 2021; and

WHEREAS, the Property is further governed by that certain approved Preliminary Subdivision Plan (PSP) PS21-00027, by the Board of County Commissioners on November 15, 2021; and

WHEREAS, the County seeks evidence to provide for a legislative determination called for in section 190.005(e)(4), *Florida Statutes*, that the District is the best alternative for delivering community development services and facilities to the area that will be served by the District through an acknowledgment of Petitioner's commitment to provide the District with enhanced infrastructure that exceeds the County's Land Development Code; and

WHEREAS, the Petitioner plans to construct and maintain certain facilities at a higher standard than the County's minimum standards within the Property, which will include: (1) entry feature, recreation centers and hardscape element enhancements; (2) on and offsite roads that includes bike lanes, parallel parking, enhanced median, open space and parkway landscaping; (3) linear parks, trail system, and open spaces; (4) stormwater management lakes and ponds; and

(5) master utilities including water, wastewater and reuse (together, the **"Bella Tara Enhancements"**); and

WHEREAS, the Petitioner is in the process of applying for permits relating to stormwater infrastructure which is anticipated to be owned and maintained by the District upon completion of construction, for ongoing governmental operation and maintenance, including South Florida Water Management District (the **"SFWMD"**) permits; and

WHEREAS, the Petitioner will design, permit, and construct the enhancements by the Bella Tara Community Development District (the **"District"**) pursuant to the terms and conditions further provided for herein; and

WHEREAS, the County has determined that the Bella Tara Enhancements will provide community development services and facilities that serve a proper public benefit; is consistent with and will further the goals, objectives, and policies of the Osceola County Comprehensive Plan; and is consistent with the County's Land Development Code; and

WHEREAS, upon its creation, the initial Board of Supervisors for the District (the **"Board"**) shall consider an interlocal agreement between itself and the County (the **"Interlocal Agreement"**), the form of which is attached as **"Exhibit B"** hereto; and

WHEREAS, the County agrees on the terms of an agreement for use as the Interlocal Agreement, which the Petitioner agrees to recommend the Board's approval of and to facilitate the Board's consideration of; and

WHEREAS, in accordance with the Florida Local Government Development Agreement Act, section 163.3220, *Florida Statutes*, et. seq. (the **"Act"**), the County is authorized to enter into this Agreement; and

WHEREAS, the parties have entered into and concluded negotiations for this Agreement in order to set forth the rights and obligations of the parties with respect to the future development of the Property, which negotiations have resulted in this Agreement; and

WHEREAS, the Petitioner and Landowner have approved this Agreement and have authorized and directed certain individuals to execute this Agreement on behalf of each respective entity; and

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. EXISTING AND APPROVED LAND USES. The Property, which is currently under development, may be developed with those land uses, densities, and intensities authorized by the Bella Tara Enhancements, as may be amended by the parties from time to time. The County agrees that the development of the Property may occur over time and in phases. Nothing in this Agreement requires the Petitioner to develop the Property.

SECTION 3. ACKNOWLEDGEMENT OF BELLA TARA ENHANCEMENTS. The Petitioner hereby acknowledges that the following Bella Tara Enhancements, i.e., elements of enhanced infrastructure intended to be delivered by Petitioner to the residents of the development, will exceed the County's design standards or otherwise deliver infrastructure or services that would not otherwise be provided by the County:

A. On and Offsite Roads with Entry Enhancements: To the extent permitted by Code, and other local development approvals, and if feasible based on availability of water and other resources, the District will include roundabouts. the District will implement a Florida friendly landscape palette as well as utilize a minimum 30% native materials that do not require excessive irrigation to landscape medians, and roundabouts as applicable. In addition, the District will limit and/or replace irrigated turf in roadway medians and roundabouts with appropriate landscape materials to reduce irrigation demand. Plantings within the roadway and common areas will be irrigated by means of reclaiming on-site stormwater runoff through pump stations at stormwater ponds. Best practices will be used in irrigation system design components such as micro irrigation, weather based irrigation control, rain sensor/shutoff, high efficiency nozzles, etc. The District will be responsible for maintaining the landscaping improvements.

Should a school be constructed, the District shall be responsible for the construction of local roads that provide access to the facility. Additionally, the District shall ensure safe and direct pedestrian access via on and off street pedestrian paths.

B. Parks and Trails/Amenities: The District's project will include community wide walking trails winding throughout the parks, boulevards and connecting the trail heads, clubhouse, and other recreational areas. The District will also provide passive recreational open space parks with a stormwater lake system with enhanced vegetation intended to both filter pollutants and nutrients from the roadway runoff and development areas, while creating an aesthetically pleasing element for both residents and the public. Landscaping within the lake system will utilize native vegetation to improve water quality and promote local wildlife habitats. The proposed lake system is an integral part of a concept to advance developments to an eco-lifestyle living. The concept of the lake system is to create a treatment train that provides treatment of runoff. The District system will help improve water quality prior

to discharging to tributaries that outfall into the lake basins. Additionally, and subject to obtaining all required development approvals, a trail head will be provided at Lake Toho, which will be open to the public and provide lake access for the general public. Should a school be constructed, a trail head shall be provided for the general public access with associated on-street parking to service that location. The District will commit to providing the required canopy trees along all pedestrian trails and walkways within common open spaces in a minimum quantity equaling 1 per 30 linear feet of walkway (130% of LDC requirement). In addition, the District will include a use of native and/or Florida friendly shrub material where feasible along pedestrian trails to promote and encourage local wildlife. The parks and open recreation spaces are to be owned and maintained by the District.

- C. **Landscape Enhancements:** The District will implement a Florida friendly landscape palette and utilize a minimum 30% native materials that do not require excessive irrigation within all Public/Park/Civic areas. Where feasible, the District will limit the amount of irrigated turf to reduce irrigation demand. A minimum of one hundred (100) long-leaf pine (*Pinus palustris*) and/or Bald Cypress (*Taxodium Distichum*) will be planted along the lake trail and approved local-scale, wildlife corridor, as shown in the Corridor Map of the HCMP. In addition to providing the required minimum 60 caliper inches per acre canopy tree requirement, the project will, where feasible, preserve and incorporate existing live oaks into the primary amenity parcel landscape enhancements. The District will provide all sign content and technical assistance needed to provide for the protection of species and safety of residents. The District will fund the maintenance, preservation, and improvement of wetlands, lakes, wildlife linkages and corridors; as well as the monitoring and biennial reporting of the HCMP and provide accurate and timely monitoring and reporting per HCMP requirements to meet protection and management goals for all areas including unregulated activities. The District will incorporate best design practices when implementing the trail system to facilitate both pedestrians and cyclists within the development by providing a minimum 10' wide trail width, incorporating both bench seating and bike racks along the trail and at amenity destinations, where feasible. The District will be responsible for maintaining these improvements.

SECTION 4. INTERLOCAL AGREEMENT. The County and the Petitioner acknowledge the proposed Interlocal Agreement, attached as **Exhibit "B"**, together with the Petitioner's Agreement, adequately address the County's concerns regarding notice. The Petitioner shall recommend to the Board at its first regularly scheduled meeting that the Interlocal Agreement be adopted in its current form. If the Interlocal Agreement is returned to the County executed in substantially its current form, the County Board of County Commissioners Chairman is authorized and agrees to execute the Interlocal Agreement.

SECTION 5. GOVERNING LAW; VENUE. This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in

accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. All legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division. Each of the parties hereto warrants and represents that this Agreement is valid, binding, and enforceable against and in accordance with the terms and conditions of Florida law.

SECTION 6. NOTICES. All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery, or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below (or such other addresses as provided by the parties by written notice delivered in accordance with this paragraph):

If to Petitioner: Craig Perry
Whaley Farms, LLC
c/o Centerline Capital Advisors, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

With a copy to: Jere Earlywine, Esq.
Petitioner's Counsel
KE Law Group, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

If to County: Don Fisher
County Manager Osceola County
1 Courthouse Square, Suite 1100
Kissimmee, Florida 34741

Frank Townsend
County Attorney Osceola County
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

SECTION 7. DISCLAIMER OF JOINT VENTURE. The Petitioner, the Landowner and the County represent that by the execution of this Agreement, it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between the County, the Petitioner and the Landowner, or between either and any third party. While engaged in carrying out and complying with the terms of this Agreement, the Petitioner and the Landowner are independent principals and not contractors or agents for or officers or employees of the County. The Petitioner and the Landowner shall not at any time or in any manner represent that it or any of its agents or employees are employees of the County.

SECTION 8. ASSIGNABILITY. The parties hereto acknowledge and agree that the Petitioner shall have the right to assign its rights and obligations under this Agreement to any successors in title to all or any part of the Property and shall provide written notice to the County of any assignment. Upon such assignment by the Petitioner, the Petitioner shall thereupon be released and discharged from any and all obligations arising under this Agreement.

SECTION 9. AMENDMENTS. No amendment, modification or other changes to this Agreement shall be binding upon the parties, unless in writing and executed by all the parties.

SECTION 10. SUCCESSORS AND ASSIGNS BOUND. The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to each Petitioner to all or any part of the Properties.

SECTION 11. EFFECTIVE DATE. This Agreement shall become effective upon the date the last of the parties execute this Agreement (the "**Effective Date**").

SECTION 12. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.

SECTION 13. RECORDING. The County shall record this Agreement in the Public Records of Osceola County, at the County's expense, and once the County has determined that no timely appeals or legal challenges have been filed against this Agreement or that would affect the District's establishment or legal status.

SECTION 14. SEVERABILITY. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 15. APPROVALS AND COVENANT OF COOPERATION. The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly conducted and concluded in good faith. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.

SECTION 16. FURTHER ASSURANCES. The parties hereto agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of this Agreement and the transactions contemplated herein.

SECTION 17. HEADINGS. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

SECTION 18. TIME. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.

SECTION 19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto.

SECTION 20. TERM. This Agreement shall remain in effect for twenty (20) years following the Effective Date. The term may be extended by mutual consent of the parties, or their respective successors and/or assigns, subject to public hearings being held in accordance with the Act.

SECTION 21. EFFECT OF AGREEMENT. As provided by the Act, the development of the Property shall not be subject to any County laws and policies governing the development of the Property adopted after the Effective Date, except as provided for by Section 163.3233(2), Florida Statutes, or as otherwise agreed to by the parties. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Petitioner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

SECTION 22. TERMINATION. If the Board does not approve the Petition, or if the District is terminated, Petitioner may terminate this Agreement by providing notice as specified in Section 7 of this Agreement. In the event of termination, the parties shall have no further rights or obligations under this Agreement, and either party may record a Notice of Termination in the public records.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By:

Shuan Janor

Chair/Vice-Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: *Shuan Janor*
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

08/09/2023
Petitioners Agreement

[CONTINUED ON FOLLOWING PAGE]



Witnessed:

WHALEY FARMS, LLC
PETITIONER

[Signature]
Print Name: Brian Perry
[Signature]
Print Name: Katherine Asencio

By: [Signature]
Name: CRAIG PERRY
Title: MANAGER

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2022, by CRAIG PERRY, as MANAGER of WHALEY FARMS, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

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

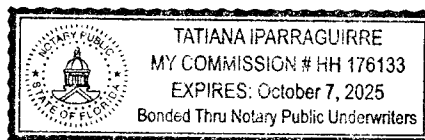


EXHIBIT "A"

Depiction of Enhanced Entry Features

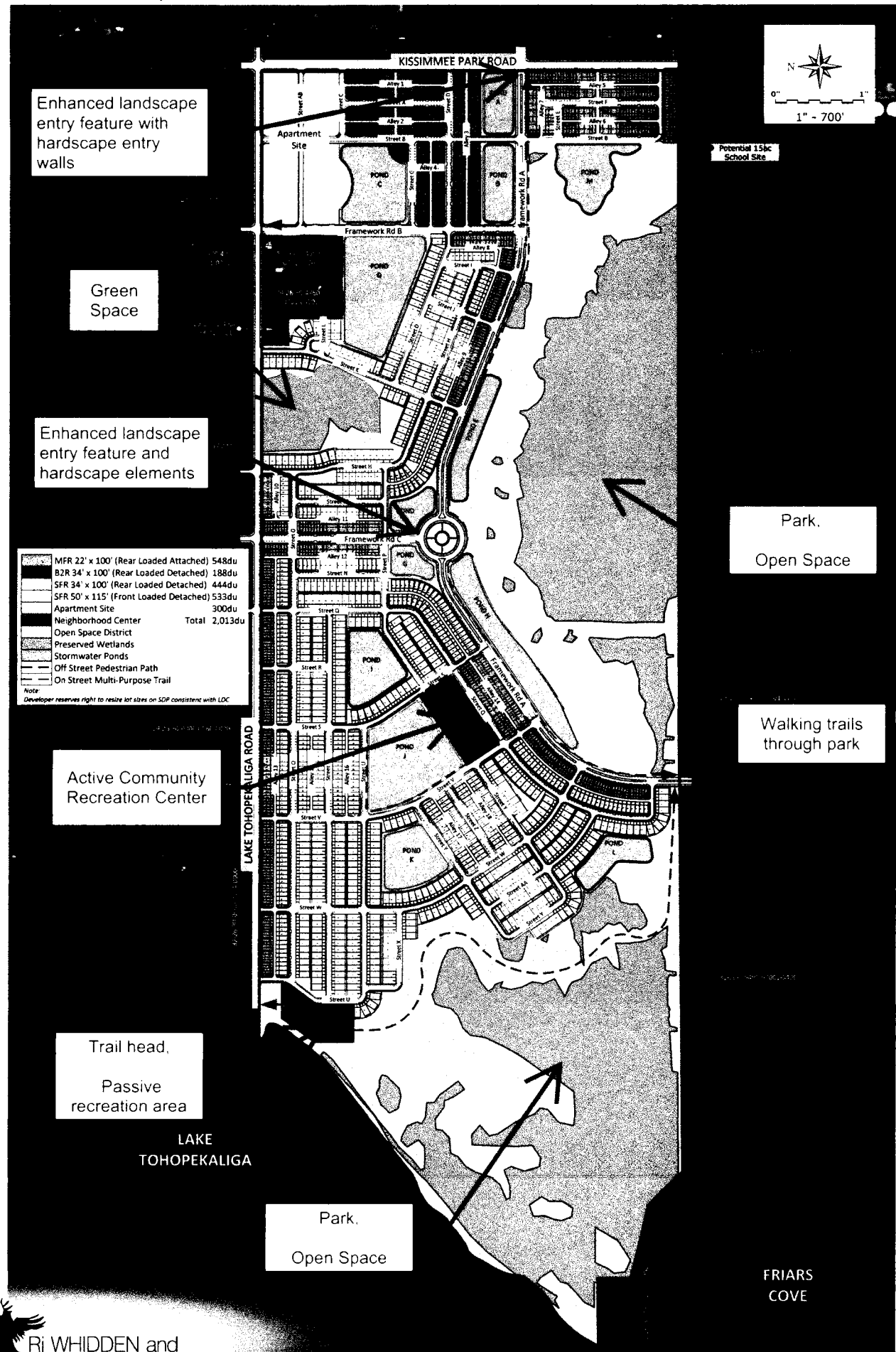


EXHIBIT "B"

Form of Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN OSCEOLA COUNTY, FLORIDA AND
THE BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE EXERCISE OF POWERS AND
COOPERATION ON PROVIDING ADDITIONAL DISCLOSURE AND NOTICES**

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of _____, 2022, is entered into by and between **Osceola County, Florida** (the "County"), a political subdivision of the State of Florida and the **Bella Tara Community Development District** (the "District"), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*, with its District Manager being Craig Wrathell, with offices located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS:

WHEREAS, Whaley Farms, LLC, a Florida limited liability company (the "Petitioner"), did file with the County on _____, 2022, a petition (the "Petition") pursuant to the Act (as defined herein) to establish the Bella Tara Community Development District on real property located in Osceola County, Florida, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Osceola County (the "County Board"), on _____, 2022 granted the Petition; and

WHEREAS, on _____, 2022 concurrent with or subsequent to the action of the County Board granting the Petition, the County Board enacted Ordinance No. 2022-____ (the "Ordinance") establishing the Bella Tara Community Development District (the "District"); and

WHEREAS, the District consists of that real property wholly within the boundaries described in the Ordinance; and

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Act, and is limited to the performance of those specialized functions authorized by the Act and the Ordinance; and

WHEREAS, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in the Act and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services set forth in Section 190.012(1), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, in accordance with the Act, the County has expressed in the Ordinance its consent to the District Board (as defined herein) having the additional powers to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities described and authorized by Sections 190.011, 190.012(1), 190.012(2)(a), 190.012(2)(d) and 190.012(2)(f), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the Petitioner has previously indicated its intent to present to the District Board, after its establishment, a proposed Interlocal Agreement between the County and the District to further define the responsibility of the District to (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District's boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the Board of Supervisors for its ensuing fiscal year and (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing; and

WHEREAS, Petitioner has presented this Interlocal Agreement to the District Board (as defined herein) for approval; and

WHEREAS, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, Chapter 163, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the County and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the District desire to exercise jointly their common powers and authority concerning the cost-effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

ARTICLE I - INTRODUCTION

Section 1.01. Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act and the Act, and other applicable provisions of law.

Section 1.02. Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 1.04. Definitions. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

“District Board” means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

“Capital Assessments” means an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the infrastructure improvements, which shall constitute a special assessment lien on the Parcel. This assessment is intended to refer to the Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022, *Florida Statutes*, respectively.

“Act” means the “Uniform Community Development District Act of 1980” codified in Chapter 190, *Florida Statutes*, as amended from time to time.

"Parcel" means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate folio number assigned by the Tax Collector for Osceola County.

ARTICLE II - DISTRICT POWERS

Section 2.01. Exercise of Powers.

A. **Powers.** The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the Act, as amended from time to time, including but not limited to, all general powers and special powers set forth in Sections 190.011, 190.012(l), 190.102(2)(a), 190.012(2)(d) and 190.012(2)(f), *Florida Statutes*.

B. **Acknowledgment of Powers.** The District hereby acknowledges that its additional powers under the Ordinance do not include those set forth in Sections 190.012(2)(b), 190.012(2)(c) and 190.012(2)(e), *Florida Statutes*, and the District agrees that it will not provide such improvements or services, nor collect assessments therefor without the prior approval and amendment to the Ordinance by the County Board.

ARTICLE III - ENHANCED DISCLOSURE AND NOTICE

Section 3.01. Enhanced Disclosure of District and Assessments. In addition to the statutory requirements for disclosure set forth in Sections 190.008, 190.009, 190.048 and 190.0485, *Florida Statutes*, the District Board hereby agrees to have executed and filed in the Official Records of Osceola County a "Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments" and a "Notice of Lien," (or similar notices) at the time any Capital Assessments are placed on Parcels within the District. Such notices are intended to inform potential future landowners of land within the boundaries of the District of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens run with the land.

This notice supplements the following notices that will also be placed in the public records of the County on all property within the District:

Notice of Establishment of the District
Notice of Public Financing
This Interlocal Agreement

Section 3.02. Notice of District Meeting Schedule. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), *Florida Statutes*, the District hereby agrees to publish in a newspaper that meets the requirements of the Act once a year a notice of District's adopted schedule of meetings of its Board of Supervisors for the ensuing fiscal year ("District

Meeting Schedule”), which notice shall designate the date, time and place of each of the scheduled meetings. The described District Meeting Schedule will also be provided to the Osceola County Manager by mail to the County Administration Building, 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741 or such other address as directed in writing by the County Manager. The District Meeting Schedule shall also be posted online on the District’s website as required by State Statutes.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.01. Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party’s name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith. The County shall notify the District that the County intends to elect to designate an individual within County staff (the “CDD Coordinator”) as the recipient of all notices to be transmitted to the County as described in Article III herein. The District may deliver such notices to the CDD Coordinator by electronic mail (“email”), hand delivery, certified mail, facsimile, or any other mutually acceptable method of delivery.

If to the County:

County Attorney
County Administration Building
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

If to the District:

Bella Tara Community Development District
c/o Wrathell, Hunt & Associates
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

With Copy to:

Jere Earlywine, District Counsel
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

Section 4.02. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

Section 4.03. Filing and Recording. The County Board and the District Board hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the

Clerk of the Circuit Court of Osceola County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*. The County shall record this Agreement in the Public Records of Osceola County, at the County's expense.

Section 4.04. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be solely in Osceola County, Florida.

Section 4.05. Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

Section 4.06. Continued Effect; Remedies. Notwithstanding anything herein to the contrary, no provision of this Interlocal Agreement shall be construed to affect, alter, or otherwise impair the District's power to impose, levy and collect Capital Assessments or assessments for operation and maintenance purposes and the failure of the District to comply with or provide the enhanced disclosure or notices as described herein shall not in any manner render the Capital Assessments, the operation and maintenance assessments, or any of the proceedings related thereto ineffective; provided, however, that the District must comply with the additional notice requirement set forth in Section 3.02 hereof for its annual budget hearing to be considered effective. The County's sole remedy for the District's failure to perform in accordance with the terms of this Interlocal Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the District to comply with its obligations hereunder.

Section 4.07. Effective Date. This Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Osceola County, Florida. This Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

**BOARD OF COUNTY COMMISSIONERS OF
OSCEOLA COUNTY, FLORIDA**

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

DRAFT

SIGNATURE PAGE TO INTERLOCAL AGREEMENT

**BELLA TARA COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

By: _____

Name: _____

Title: _____

Name: _____

**STATE OF FLORIDA)
COUNTY OF OSCEOLA)**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ for the Bella Tara Community Development District, and who has acknowledged that he has executed the same on behalf of the Bella Tara Community Development District and is ☐ personally known to me or ☐ has produced valid identification.

In witness whereof, I hereunto set my hand and official seal.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

SECTION B

CHANGE ORDER NO. 2

Date of Issuance: June 26, 2025 Effective Date: _____

Project: Bella Tara Phase One	District: Bella Tara Community Development District	District's Contract No.:
Contract: Bella Tara Phase One Project		Date of Contract: July 11, 2024 Assigned to District on November 15, 2024
Contractor: JR Davis Construction Company, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: well abandonment, pipe upsizing, material removal, temporary fence

Attachments: **See attached Exhibit A**

CHANGE IN CONTRACT PRICE: **CHANGE IN CONTRACT TIMES:**

Original Contract Price:	Original Contract Times: 12/31/2025	Original Contract Price:
<u>\$23,719,258.92</u>		

Increase/Decrease from prior Change Orders:	Increase/Decrease from previously approved Change Orders
\$ _____	No. _____ to No. _____:
	Substantial completion (days):
	Ready for final payment (days):

Contract Price prior to this Change Order:	Contract Times prior to this Change Order: 12/31/2025
<u>\$23,719,258.92</u>	

Increase/Decrease of this Change Order:	Increase/Decrease of this Change Order: + 60 days
<u>\$289,212.64</u>	

Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders: 3/1/2026
<u>\$24,008,471.56</u>	

RECOMMENDED BY: POULOS & BENNETT, LLC, DISTRICT ENGINEER	ACCEPTED: BELLA TARA COMMUNITY DEVELOPMENT DISTRICT	ACCEPTED: JR DAVIS CONSTRUCTION COMPANY, INC.
Digitally signed by Nicole Van Valkenburg Date: 2025.07.22 15:46:19-0400	DocuSigned by: Ernesto Mitsumasu FEB02ACE9F1442...	
By: _____	By: _____	By: _____
Title: _____	Title: Chairman	Title: Vice President, CFO
Date: _____	Date: 8/13/2025	Date: 7/11/2025

Bella Tara - Temporary Construction Fence Rental RFCO-01

Revised



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: David Kovacs

Phone: 813-753-8361

Email: David.Kovacs@Jr-Davis.com

Quote To: Kevin Walsh
 Company: Centerline
 Phone: 321-231-4468
 Email: Kevin@rockharborinvestments.com

Proposal Date: 5/7/2025
 Date of Plans:
 Revision Date:
 Addendums:
 HCSS#: 2211RCO1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Construction Fence Rental				
400	Field General Conditions	1.00	LS	2,000.00	2,000.00
600	Fence Install	1.00	LS	8,000.00	8,000.00
700	Temp Fence Rental (19 Months)	19.00	MO	800.00	15,200.00
725	Fence Removal	1.00	LS	7,500.00	7,500.00
	Construction Fence Rental Total				32,700.00

NOTES:

All items shown on this proposal were not included in the original contract.

This Proposal is good for 19 months starting on December 23, 2024. Every month after 19 months will result in a charge of \$1,400 a month.

ACCEPTANCE OF PROPOSAL:

Through affixing of signature the executing party represents that as agent or representative of the contracting party/owner, he/she is duly empowered to request and authorize Jr. Davis Construction to perform Change Order / Extra Work. The signer further attests that through executing this document it is willfully and knowingly binding the party it represents to the pricing and all notes and clarifications stated herein.

Company Name: _____

Accepted By: _____ Date: _____
 Owner's Authorized Representatives' Signature

Printed Name: _____

Accepted By: _____ Date: _____
 Jr. Davis Project Manager Signature

Printed Name: _____

Bella Tara - Unsuitable Material Removal R1



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: David Kovacs

Phone: 813-753-8361

Email: David.Kovacs@Jr-Davis.com

Quote To: Kevin Walsh
 Company: RockHarbor Investments, LLC
 Phone: 321.231.4468
 Email: kevin@rockharborinvestments.com

Proposal Date: 5/8/25

Date of Plans:

Revision Date:

Addendums:

HCSS#: 2211 PCO-03

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	Unsuitable Material Removal And Stockpile	31,504.00	CY	7.75	244,156.00
200	Place Unsuitable Material In Pond	31,504.00	CY	4.25	133,892.00
300	Install 2' Cap	7,000.00	CY	4.45	31,150.00
350	Excavate the Pond to Replace Muck	35,595.00	CY	3.56	126,718.20
GRAND TOTAL					\$535,916.20

NOTES:

Proposal is based on all dewatering being discharged offsite.

Note: The pond will be overexcavated to bury unsuitable material. If the pond material does not meet the 15% or less passing the 200 sieve, then import fill/material swap will be required at an additional price.

All items shown on this proposal were not included in the original contract.

ACCEPTANCE OF PROPOSAL:

Through affixing of signature the executing party represents that as agent or representative of the contracting party/owner, he/she is duly empowered to request and authorize Jr. Davis Construction to perform Change Order / Extra Work. The signer further attests that through executing this document it is willfully and knowingly binding the party it represents to the pricing and all notes and clarifications stated herein.

Company Name: _____

Accepted By: _____ Date: _____
 Owner's Authorized Representatives' Signature

Printed Name: _____

Accepted By: _____ Date: _____
 Jr. Davis Project Manager Signature

Printed Name: _____

2211 Bella Tara - Well Abandonment RFCO



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: David Kovacs

Phone: 813-753-8361

Email: David.kovacs@jr-davis.com

Quote To:

Kevin Walsh

Proposal Date:

4/30/2025

Company:

Rock Harbor Investments

Date of Plans:

Phone:

321-231-4468

Revision Date:

Email:

kevin@rockharborinvestments.com

Addendums:

HCSS#:

2211RCO04

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	Field General Conditions	1.00	LS	950.00	950.00
200	Well Abandonment (4"&6")	2.00	EA	7,490.00	14,980.00
GRAND TOTAL					\$15,930.00

NOTES:

All items shown on this proposal were not included in the original contract.

ACCEPTANCE OF PROPOSAL:

Through affixing of signature the executing party represents that as agent or representative of the contracting party/owner, he/she is duly empowered to request and authorize Jr. Davis Construction to perform Change Order / Extra Work. The signer further attests that through executing this document it is willfully and knowingly binding the party it represents to the pricing and all notes and clarifications stated herein.

Company Name: _____

Accepted By: _____ Date: _____
Owner's Authorized Representatives' Signature

Printed Name: _____

Accepted By: _____ Date: _____
Jr. Davis Project Manager Signature

Printed Name: _____

Bella Tara Phase 1 (Whaley Farms) Change Order



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: David Kovacs

Phone: 407 870-0066

Email: David.Kovacs@Jr-Davis.com

Quote To: Kevin Walsh
 Company: Rock Harbor Investments, LLC
 Phone: 321 231-4468
 Email: kevin@rockharborinvestments.com

Proposal Date: 6/18/2025
 Date of Plans: September 17, 2024
 Revision:

HCSS: 2211RCO-01R1 RCO 05

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2510	Add Clear & Grub Per Owner Direction	2.00	AC	2,325.00	4,650.00
	SANITARY SEWER SYSTEM				
6350	Deduct - 4' Dia. Sanitary Manhole (0-6' Deep)	-2.00	EA	7,700.00	-15,400.00
6450	Add - 4' Dia. Sanitary Manhole (6-8' Deep)	2.00	EA	8,870.00	17,740.00
6700	Add - 4' Dia. Polymer San. Manhole (0-6" Deep)	1.00	EA	20,817.00	20,817.00
6850	Deduct - 4' Dia. Polymer San. Manhole (6-8' Deep)	-2.00	EA	21,492.00	-42,984.00
6950	Add - 5' Dia. Polymer San. Manhole (0-6' Deep)	1.00	EA	27,450.00	27,450.00
7150	Add - 5' Dia. Polymer San. Manhole (12-14' Deep)	1.00	EA	31,000.00	31,000.00
7350	Add - Double Sanitary Service	1.00	EA	2,346.00	2,346.00
7450	Deduct - Single Sanitary Service	-1.00	EA	1,800.00	-1,800.00
7500	Deduct Sanitary Sewer Lift Station - Complete	-1.00	LS	770,000.00	-770,000.00
7550	Add Revised Sanitary Sewer Lift Station - Complete	1.00	LS	955,000.00	955,000.00
7560	Add Lift Station By-Pass Pump	1.00	LS	199,894.00	199,894.00
	SANITARY SEWER SYSTEM TOTAL				428,713.00
	FORCE MAIN SYSTEM				
7950	Add - 10" C900 DR18 PVC Force Main	35.00	LF	50.00	1,750.00
8050	Add - 10" DI MJ Force Main Fittings	1.00	LS	24,430.00	24,430.00
8150	Add - 10" Gate Valve	1.00	EA	4,300.00	4,300.00
8250	Add - 2" Air Release Valve	1.00	EA	9,805.00	9,805.00
8280	Add - Pig Port	2.00	EA	14,120.00	28,240.00
	FORCE MAIN SYSTEM TOTAL				68,525.00
	STORM DRAINAGE SYSTEM				
8850	Add - 24" Class III RCP	20.00	LF	104.00	2,080.00
8950	Deduct - 30" Class III RCP	-125.00	LF	143.00	-17,875.00
9050	Add - 36" Class III RCP	51.00	LF	196.00	9,996.00
9250	Add - 48" Class III RCP	184.00	LF	289.00	53,176.00
10020	Deduct - 48" Mitered End Section	-1.00	EA	5,910.00	-5,910.00
10080	Add - 12" Nyloplast Yard Drain	4.00	EA	1,952.00	7,808.00
10620	Deduct - DBI Type C	-4.00	EA	6,955.00	-27,820.00
10650	Add - DBI Type D	1.00	EA	6,325.00	6,325.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10750	Add - DBI Type H	1.00	EA	8,788.00	8,788.00
	STORM DRAINAGE SYSTEM TOTAL				36,568.00
	POTABLE WATER SYSTEM				
11750	Add - 10" C900 DR18 PVC Water Main	97.00	LF	62.00	6,014.00
11950	Deduct - 6" C900 DR18 PVC Water Main	-1,495.00	LF	32.00	-47,840.00
12150	Add - 12" DI MJ Water Main Fittings	1.00	LS	3,450.00	3,450.00
12750	Add - 10" MJ Gate Valve	1.00	EA	4,291.00	4,291.00
12850	Add - 8" MJ Gate Valve	1.00	EA	3,131.00	3,131.00
12950	Deduct - 6" MJ Gate Valve	-2.00	EA	2,400.00	-4,800.00
13150	Deduct - Auto Flushing Device	-2.00	EA	6,690.00	-13,380.00
13350	Deduct - Fire Hydrant Assembly	-3.00	EA	7,669.00	-23,007.00
13450	Deduct - Single Water Service	-2.00	EA	1,212.00	-2,424.00
13550	Add - Double Water Service	1.00	EA	1,721.00	1,721.00
	POTABLE WATER SYSTEM TOTAL				-72,844.00
	REUSE WATER SYSTEM				
13850	Add - 16" C900 DR18 PVC Reuse Water	45.00	LF	100.00	4,500.00
13950	Deduct - 4" C900 DR18 PVC Reuse Water	-1,331.00	LF	22.85	-30,413.35
14050	Add - 16" DI MJ Reuse Water Fittings	1.00	LS	36,120.00	36,120.00
14350	Deduct - 4" MJ Gate Valve	-3.00	EA	2,008.00	-6,024.00
14450	Add - 2" Blow Off Assembly	1.00	EA	1,888.00	1,888.00
14550	Add - 2" RW Service	17.00	EA	3,050.00	51,850.00
14750	Deduct - Single Reuse water Service	-10.00	EA	1,219.00	-12,190.00
14850	Deduct - Double Reuse water Service	-6.00	EA	1,606.00	-9,636.00
	REUSE WATER SYSTEM TOTAL				36,094.65
	ON-SITE TOTAL				497,056.65
	SOUTHBURY DRIVE				
	EARTHWORK				
19620	Add - Grade Median	1,198.00	SY	3.15	3,773.70
19820	Add - Sod Median	1,198.00	SY	3.39	4,061.22
	EARTHWORK TOTAL				7,834.92
	STORM DRAINAGE SYSTEM				
20250	Add - 18" Class III RCP	61.00	LF	78.00	4,758.00
20350	Add - 24" Class III RCP	658.00	LF	104.00	68,432.00
20550	Deduct - 42" Class III RCP	-61.00	LF	243.00	-14,823.00
20650	Deduct - 48" Class III RCP	-517.00	LF	289.00	-149,413.00
21350	Deduct - Mod. DBI Type H - Bubble Up	-1.00	EA	9,906.00	-9,906.00
21550	Add - C.S. Mod. Type D w/ Fiberglass Skimmer	1.00	EA	12,582.00	12,582.00
	STORM DRAINAGE SYSTEM TOTAL				-88,370.00
	PAVING				
21950	Deduct - 12" Stabilized Subgrade	-550.00	SY	6.40	-3,520.00
22050	Deduct - 10" Stabilized Subgrade	-7,784.00	SY	6.78	-52,775.52
22150	Deduct - 8" Crushed Concrete Base	-380.00	SY	24.50	-9,310.00
22250	Deduct - 4" Crushed Concrete Base	-6,685.00	SY	16.78	-112,174.30
22350	Deduct - 2.5" Type SP-12.5 Asphalt - 2 Lifts	-380.00	SY	27.09	-10,294.20
22450	Deduct - 1.25" Type SP-9.5 Fine Mix Asphalt	-5,572.00	SY	17.00	-94,724.00
22650	Add - Type A Curb	215.00	LF	17.50	3,762.50

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
23125	Compacted subgrade 10' Sidewalk	5,572.00	SY	5.00	27,860.00
23150	Add - 10' Sidewalk - 4" Thick	5,572.00	SY	56.00	312,032.00
23220	Deduct - 11' Sidewalk - 6" Thick (Roundabout)	-505.00	SY	93.00	-46,965.00
23240	Add - Pavers (Roundabout)	505.00	SY	125.00	63,125.00
	PAVING TOTAL				77,016.48
	SOUTHBURY DRIVE TOTAL				-3,518.60
	CECILS BLIND DRIVE				
	EARTHWORK				
25320	Deduct - Grade Median	-2,083.00	SY	3.15	-6,561.45
25520	Deduct - Sod Median	-2,083.00	SY	3.39	-7,061.37
	EARTHWORK TOTAL				-13,622.82
	STORM DRAINAGE SYSTEM				
25950	Deduct - 18" Class III RCP	-807.00	LF	78.00	-62,946.00
26050	Deduct - 36" Class III RCP	-907.00	LF	196.00	-177,772.00
26350	Deduct - Curb Inlet Type 5	-1.00	EA	7,530.00	-7,530.00
26450	Deduct - Curb Inlet Type 6	-6.00	EA	9,443.00	-56,658.00
26550	Deduct - Storm Manhole	-1.00	EA	8,940.00	-8,940.00
26650	Deduct - C.S. Mod. Type D w/ Fiberglass Skimmer	-1.00	EA	12,582.00	-12,582.00
	STORM DRAINAGE SYSTEM TOTAL				-326,428.00
	PAVING				
27050	Deduct - 12" Stabilized Subgrade	-7,555.00	SY	6.40	-48,352.00
27150	Deduct - 10" Stabilized Subgrade	-2,820.00	SY	6.78	-19,119.60
27220	Deduct - 8" Crushed Concrete Base	-6,321.00	SY	24.50	-154,864.50
27350	Deduct - 4" Crushed Concrete Base	-2,417.00	SY	16.78	-40,557.26
27450	Deduct - 2.5" Type SP-12.5 Asphalt - 2 Lifts	-6,321.00	SY	27.09	-171,235.89
27550	Deduct - 1.25" Type SP-9.5 Fine Mix Asphalt	-2,013.00	SY	17.00	-34,221.00
27650	Deduct - Type F Curb	-2,842.00	LF	27.00	-76,734.00
27750	Deduct - Type A Curb	-2,793.00	LF	17.50	-48,877.50
27950	Deduct - 3' Valley Gutter	-67.00	LF	51.87	-3,475.29
28050	Deduct - 5' Sidewalk - 4" Thick	-759.00	SY	68.00	-51,612.00
28065	Compacted Subgrade 10' Sidewalk	560.00	SY	5.00	2,800.00
28070	Add - 10' Sidewalk - 4" Thick	560.00	SY	56.00	31,360.00
28150	Deduct - ADA Ramps w/ Detectable Warning	-1.00	EA	1,100.00	-1,100.00
	PAVING TOTAL				-615,989.04
	CECILS BLIND DRIVE TOTAL				-956,039.86
	GRAND TOTAL				-462,501.81

GRAND TOTAL**\$-462,501.81****NOTES:**

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY.

1. Proposal is based on all dewatering being discharged offsite.
2. No over excavation of existing soil included in the bid,
3. JDC used Group A, B & C to fill trench pipe. Import fill material is not included on this proposal.

4. Geo-Technical Testing not included.
5. Well abandonment not included.
6. Utilities have been priced per plans, items not shown in plans such as ductile iron pipe, valves, RZP, etc. are not included.
7. Utility connections to the existing "by others" (per plans).
8. Landscaping and irrigation are not included.
12. No 4" Monitoring Meter included in this change order.

All items shown on this proposal were not included in the original contract.

ACCEPTANCE OF PROPOSAL:

Through affixing of signature the executing party represents that as agent or representative of the contracting party/owner, he/she is duly empowered to request and authorize Jr. Davis Construction to perform Change Order / Extra Work. The signer further attests that through executing this document it is willfully and knowingly binding the party it represents to the pricing and all notes and clarifications stated herein.

Company Name: _____

Accepted By: _____ Date: _____
Owner's Authorized Representatives' Signature

Printed Name: _____

Accepted By: _____ Date: _____
Jr. Davis Project Manager Signature

Printed Name: _____

Bella Tara - Removal of Contaminated Materials Revised



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: David Kovacs

Phone: 813-753-8361

Email: David.Kovacs@Jr-Davis.com

Quote To: Dean Perry
 Company: Centerline
 Phone: 954-579-2015
 Email: Deanperry@centerlineca.com

Proposal Date: 5/30/2025
 Date of Plans:
 Revision Date:
 Addendums:
 HCSS#: 2211RCO06

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	Field General Conditions	1.00	LS	275.00	275.00
200	Removal of Contaminated Materials (Isolated)	54.00	CY	8.00	432.00
310	Excavation	42.00	CY	2.75	115.50
320	Embankment	42.00	CY	0.69	28.98
330	Grade Lots	56.00	SY	0.30	16.80
400	Haul to The Landfill	54.00	CY	21.25	1,147.50
GRAND TOTAL					\$2,015.78

NOTES:

All items shown on this proposal were not included in the original contract.

ACCEPTANCE OF PROPOSAL:

Through affixing of signature the executing party represents that as agent or representative of the contracting party/owner, he/she is duly empowered to request and authorize Jr. Davis Construction to perform Change Order / Extra Work. The signer further attests that through executing this document it is willfully and knowingly binding the party it represents to the pricing and all notes and clarifications stated herein.

Company Name: _____

Accepted By: _____ Date: _____
 Owner's Authorized Representatives' Signature

Printed Name: _____

Accepted By: _____ Date: _____
 Jr. Davis Project Manager Signature

Printed Name: _____

Bella Tara - Sanatary Pipe Upsizing ROM



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: David Kovacs

Phone: 813-753-8361

Email: David.kovacs@Jr-Davis.com

Quote To: Kevin Walsh

Company:

Phone:

Email:

Proposal Date: 4/16/2025

Date of Plans:

Revision Date:

Addendums:

HCSS#: 2211ROM01

Rev1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	Delete - 8" SDR35 PVC (0-6' Cut)	-266.00	LF	41.00	-10,906.00
300	Delete - 8" SDR35 PVC (6-8' Cut)	-313.00	LF	44.00	-13,772.00
400	Delete - 8" SDR26 PVC (8-10' Cut)	-392.00	LF	45.00	-17,640.00
500	Delete - 8" SDR26 PVC (10-12' Cut)	-278.00	LF	50.00	-13,900.00
600	Add - 10" SDR35 PVC (0-6' Cut)	266.00	LF	51.00	13,566.00
650	Add - 10" SDR 35 PVC (6-8')	313.00	LF	52.00	16,276.00
700	Add - 10" SDR26 PVC (8-10' Cut)	392.00	LF	57.00	22,344.00
800	Add - 10" SDR26 PVC (10-12' Cut)	278.00	LF	59.00	16,402.00
850	Delete - 10" SDR26 PVC (10-12' Cut)	-290.00	LF	59.00	-17,110.00
875	Delete - 10" SDR26 PVC (12-14' Cut)	-306.00	LF	65.00	-19,890.00
900	Remove 12" SDR26 PVC (12-14' Cut)	47.00	LF	45.00	2,115.00
925	Add - 15" SDR26 PVC (10-12' Cut)	290.00	LF	100.00	29,000.00
950	Add - 15" SDR26 PVC (12-14" Cut)	353.00	LF	114.50	40,418.50
1200	Modify Sanitary Services	9.00	EA	700.00	6,300.00
1300	Modify Manholes	10.00	EA	4,510.49	45,104.90
1600	5' Dia. Polymer San. Manhole (0-6" Deep)	1.00	EA	25,320.18	25,320.18
2100	10" C900 DR18 PVC Force Main	200.00	LF	60.00	12,000.00
2300	10" Gate Valve	4.00	EA	4,708.90	18,835.60
2400	2" Blow Off Assembly	1.00	EA	2,833.00	2,833.00
2800	Force Main Fittings	1.00	LS	7,855.29	7,855.29

GRAND TOTAL

\$165,152.47

NOTES:

Proposal is based on all dewatering being discharged offsite.

GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE BID ITEM PRICING IS MEANT ONLY AS AN ESTIMATE FOR BID PURPOSES ONLY

SECTION C

Bella Tara Community Development District

Change order to Purchase Order #2211-01

Change Order No. 1

Project: Bella Tara PH1

Date 6/23/2025

Owner: Bella Tara CDD

Seller: Mack Concrete Industries, Inc.

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Add'l material missed on original PO - highlighted line on INV MCI000151102	add	\$ 1,100.00
1	Add'l material missed on original PO - highlighted line on INV MCI000151525	add	\$ 150.00
1	Add'l material missed on original PO - highlighted lines on INV MCI000151104	add	\$ 4,124.00
1	Add'l material missed on original PO - highlighted line on INV MCI000151105	add	\$ 3,518.00

Net Change Order Amount \$ 8,892.00

Purchase Order Amount Prior to Change Order \$ 912,683.00

Revised Purchase Order Amount \$ 921,575.00

Comments

Acceptable To:

Greg Knutty
Mack Concrete Industries, Inc.

6-23-25
Date

Acceptable To:

David Kovacs
Jr. Davis Construction Company, Inc.

8/13/2025
Date

Approved By:

[Signature]
Bella Tara Community Development District

8/15/25
Date



Invoice

Remit To: Mack Industries, Inc. PO Box 936468 Atlanta, GA 31193-6468	Deliver To: 1 ROBERTO GUERRICAGOITIA BELLA TARA TURNPIKE SOUTH PAST SR 192 TO CLAY WHALEY RD GO RT TO CROSS PR PKWY,GO LEFT,TO KISSIMMEE PRK RD GO RT JOB WILL BE ON THE LEFT IN 1.30 MILES	Invoice No.: MCI000151102 Invoice Date: 4/24/2025 Due Date: 5/24/2025 Order No: CF00029239 Salesperson: Gregory Knotts Cust PO: BELLA TERRA PH 1 Payment Terms: NET 30 DAYS Currency: USD Tax Code: FL49EX
Invoice To: C026931 KATHY COOK (JR DAVIS) BELLA TARA COMMUNITY DEVELOPMENT DISTRICT C/O JR DAVIS CONSTRUCTION 210 HANGAR ROAD KISSIMMEE FL 34741		

Job Name: BELLA TERRA PH 1

Last BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
152337	70	F14503X36	TS,64"dia,Bell,36"CTR,XYPEX ID: P2	111	1.000	0.00	0.00
152337	137	F14725X	MH,4'dia,Cone,8"w,XYPEX,36"Opening,24" ID: P2	122	1.000	0.00	0.00
152337	143	F14725X	MH,4'dia,Cone,8"w,XYPEX,36"Opening,24" ID: P2	123	1.000	0.00	0.00
152337	155	F14503X36	TS,64"dia,Bell,36"CTR,XYPEX ID: P2	125	1.000	0.00	0.00
152337	237	F14725X	MH,4'dia,Cone,8"w,XYPEX,36"Opening,24" ID: P2	142	1.000	0.00	0.00
152337	243	F14725X	MH,4'dia,Cone,8"w,XYPEX,36"Opening,24" ID: P2	143	1.000	0.00	0.00
152337	267	F73378	S106-16BWP	146	1.000	0.00	0.00
152337	268	F73378	S106-16BWP	146	1.000	0.00	0.00
152337	275	F14524XJ	(SAN) MH,4'dia,Base,8"w,XYPEX,24" ID: P1	150	1.000	3,372.00	3,372.00
152337	294	F14725X	MH,4'dia,Cone,8"w,XYPEX,36"Opening,24" ID: P2	155	1.000	0.00	0.00
152264	317	F23168J	(H B) H Base,6"w,36" ID: P1	DS-10	1.000	8,078.00	8,078.00
152337	321	F21124J	(C B) C Base,6"w,42" ID: P1	DS-20	1.000	4,986.00	4,986.00
152337	322	F21224CJ	C Collar,6"w,39" ID: P2	DS-20	1.000	0.00	0.00
152264	532	F14160FJ	(PMH) MH,4'DIA,BASE,5"W,FT,58" ID: P1	50-6	1.000	2,062.00	2,062.00
152337	539	F14172FJ	(P-6) MH,4'dia,Base,5"w,FT,67" ID: P1	50-9	1.000	1,872.00	1,872.00
152264	553	F16920R	TS,88"dia,48"OS,TNG ID: P2	50-16	1.000	0.00	0.00

MACK CONCRETE INDUSTRIES DIV OF MACK INDUSTRIES INC, 23902 COUNTY ROAD 561, PO BOX 157, ASTATULA, FL, 34705,

www.mackconcrete.com



Invoice

Remit To:
Mack Industries, Inc.
PO Box 936468
Atlanta, GA 31193-6468

Deliver To: 1
ROBERTO GUERRICAGOITIA
BELLA TARA
TURNPIKE SOUTH PAST SR 192 TO CLAY
WHALEY RD GO RT
TO CROSS PR PKWY,GO LEFT,TO
KISSIMMEE PRK RD GO RT
JOB WILL BE ON THE LEFT IN 1.30 MILES

Invoice No.: MCI000151102
Invoice Date: 4/24/2025
Due Date: 5/24/2025
Order No: CF00029239
Salesperson: Gregory Knotts
Cust PO: BELLA TERRA PH 1
Payment Terms: NET 30 DAYS
Currency: USD
Tax Code: FL49EX

Invoice To:C026931 KATHY COOK (JR DAVIS)
BELLA TARA COMMUNITY DEVELOPMENT
DISTRICT
C/O JR DAVIS CONSTRUCTION
210 HANGAR ROAD
KISSIMMEE FL 34741

Job Name: BELLA TERRA PH 1

Last BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
152264	558	F15920R	TS,76"dia,48"OS,TNG ID: P2	50-17	1.000	0.00	0.00
152337	576	F14148J	(PMH) MH,4'DIA,BASE,5"W,48" ID: P1	50-21A	1.000	2,062.00	2,062.00
152337	577	F14436	MH,4'dia,Cone,Ecc,5"w,36" ID: P2	50-21A	1.000	0.00	0.00
152264	836	F14132FJ	(P-6) MH,4'dia,Base,5"w,FT,34" ID: P1	70-18	1.000	1,872.00	1,872.00
152264	848	F14148J	(P-6) MH,4'dia,Base,5"w,48" ID: P1	70-24	1.000	1,872.00	1,872.00
152264	849	F14232J	MH,4'dia,Riser,5"w,FT,31" ID: P2	70-24	1.000	0.00	0.00
152264	852	F14148J	(P-6) MH,4'dia,Base,5"w,48" ID: P1	70-25	1.000	1,872.00	1,872.00
152264	853	F14232J	MH,4'dia,Riser,5"w,FT,35" ID: P2	70-25	1.000	0.00	0.00
152263	1008	F73378	BOOT,KOR-N-SEAL,S106-16BWP		11.000	100.00	1,100.00



Invoice

Remit To:
Mack Industries, Inc.
PO Box 936468
Atlanta, GA 31193-6468

Deliver To: 1
ROBERTO GUERRICAGOITIA
BELLA TARA
TURNPIKE SOUTH PAST SR 192 TO CLAY
WHALEY RD GO RT
TO CROSS PR PKWY,GO LEFT,TO
KISSIMMEE PRK RD GO RT
JOB WILL BE ON THE LEFT IN 1.30 MILES

Invoice No.: MCI000151102
Invoice Date: 4/24/2025
Due Date: 5/24/2025
Order No: CF00029239
Salesperson: Gregory Knotts
Cust PO: BELLA TERRA PH 1
Payment Terms: NET 30 DAYS
Currency: USD
Tax Code: FL49EX

Invoice To:C026931 KATHY COOK (JR DAVIS)
BELLA TARA COMMUNITY DEVELOPMENT
DISTRICT
C/O JR DAVIS CONSTRUCTION
210 HANGAR ROAD
KISSIMMEE FL 34741

Job Name: BELLA TERRA PH 1

Last BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
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Special Instructions:

Thank you! We appreciate your business. For billing inquiries,
please email: billing@mackconcrete.com or call locally 352-742-2333
"Serving the Construction Industry since 1932"

Sales Amount	29,148.00
Misc Charges	0.00
Fuel Surcharge	0.00
Surcharge	0.00
Prepaid Amount	0.00
Sales Tax	0.00
Total	29,148.00

Wire To: WELLS FARGO - A/R
Bank Transit Number: 121000248
Account Number: 4124597048

To pay online scan the QR code or visit
<https://www.e-billexpress.com/ebpp/mack>





Invoice

Remit To: Mack Industries, Inc. PO Box 936468 Atlanta, GA 31193-6468	Deliver To: 1 ROBERTO GUERRICAGOITIA BELLA TARA TURNPIKE SOUTH PAST SR 192 TO CLAY WHALEY RD GO RT TO CROSS PR PKWY,GO LEFT,TO KISSIMMEE PRK RD GO RT JOB WILL BE ON THE LEFT IN 1.30 MILES	Invoice No.: MCI000151525 Invoice Date: 5/9/2025 Due Date: 6/8/2025 Order No: CF00029239 Salesperson: Gregory Knotts Cust PO: BELLA TERRA PH 1 Payment Terms: NET 30 DAYS Currency: USD Tax Code: FL49EX
Invoice To: C026931 KATHY COOK (JR DAVIS) BELLA TARA COMMUNITY DEVELOPMENT DISTRICT C/O JR DAVIS CONSTRUCTION 210 HANGAR ROAD KISSIMMEE FL 34741		

Job Name: BELLA TERRA PH 1

Last BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
153929	365	F23982J	H Collar,6"w,24" ID: P2	OFF-6	1.000	0.00	0.00
153929	417	F14436	MH,4'dia,Cone,Ecc,5"w,36" ID: P2	10-10	1.000	0.00	0.00
153929	425	F16920C	TS,88"dia,C Pan,CTR ID: P2	10-12	1.000	0.00	0.00
153929	429	F15920C	TS,76"dia,C Pan,CTR ID: P2	10-13	1.000	0.00	0.00
153929	488	F13318J	(J-6) 58x60",Base,8"w,FT,70" ID: P1	30-10	1.000	4,388.00	4,388.00
153929	489	F13345R	TS,76x76",48"OS,TNG ID: P2	30-10	1.000	0.00	0.00
153929	493	F13316J	(JMH) 58X60",BASE,8"W,FT,66" ID: P1	30-11	1.000	4,445.00	4,445.00
153929	494	F13345R	TS,76x76",48"OS,TNG ID: P2	30-11	1.000	0.00	0.00
153929	495	F14232	MH,4'dia,Riser,5"w,32" ID: P3	30-11	1.000	0.00	0.00
153929	496	F14418	MH,4'dia,Cone,Ecc,5"w,18" ID: P4	30-11	1.000	0.00	0.00
153965	673	F21283C	V Collar,6"w,24" ID: P2	60-8	1.000	0.00	0.00
153965	685	F12450	TS,64x64",24"OS ID: P3	60-12	1.000	0.00	0.00
153965	861	F14507	TS,64"dia,FB,w/4" C Collar,12" ID: P3	70-28	1.000	0.00	0.00
153965	960	F73356	S406-12AWP	152	1.000	0.00	0.00
153965	961	F23183J	(H BOX) H Box,6"w,63" ID: P1	DS-10A	1.000	3,731.00	3,731.00
153965	965	F21233A	D Collar,6"w,24" ID: P3	OFF-4	1.000	0.00	0.00

MACK CONCRETE INDUSTRIES DIV OF MACK INDUSTRIES INC, 23902 COUNTY ROAD 561, PO BOX 157, ASTATULA, FL, 34705,

www.mackconcrete.com



Invoice

Remit To:
Mack Industries, Inc.
PO Box 936468
Atlanta, GA 31193-6468

Deliver To: 1
ROBERTO GUERRICAGOITIA
BELLA TARA
TURNPIKE SOUTH PAST SR 192 TO CLAY
WHALEY RD GO RT
TO CROSS PR PKWY, GO LEFT, TO
KISSIMMEE PRK RD GO RT
JOB WILL BE ON THE LEFT IN 1.30 MILES

Invoice No.: MCI000151525
Invoice Date: 5/9/2025
Due Date: 6/8/2025
Order No: CF00029239
Salesperson: Gregory Knotts
Cust PO: BELLA TERRA PH 1
Payment Terms: NET 30 DAYS
Currency: USD
Tax Code: FL49EX

Invoice To: C026931 KATHY COOK (JR DAVIS)
BELLA TARA COMMUNITY DEVELOPMENT
DISTRICT
C/O JR DAVIS CONSTRUCTION
210 HANGAR ROAD
KISSIMMEE FL 34741

Job Name: BELLA TERRA PH 1

Last BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
153965	973	F12450	TS,64x64",24"OS ID: P2	50-45	1.000	0.00	0.00
153965	1007	F14232J	MH,4'dia,Riser,5"w,35",FT	20-6	1.000	0.00	0.00
153965	1009	F73012	BOOT,KOR-N-SEAL,S106-20BWP		1.000	150.00	150.00
153965	1010	F14524XJ	(SAN) MH,4'dia,Base,8"w,24",XYPEX	17R	1.000	3,372.00	3,372.00
153965	1011	F14530XJ	(SAN) MH,4'dia,Base,8"w,30",XYPEX	125R	1.000	3,372.00	3,372.00
153965	1012	F14148J	(P-6) MH,4'dia,Base,5"w,48"	30-8R	1.000	1,872.00	1,872.00

Special Instructions:

Thank you! We appreciate your business. For billing inquiries,
please email: billing@mackconcrete.com or call locally 352-742-2333
"Serving the Construction Industry since 1932"

Sales Amount	21,330.00
Misc Charges	0.00
Fuel Surcharge	0.00
Surcharge	0.00
Prepaid Amount	0.00
Sales Tax	0.00
Total	21,330.00

Wire To: WELLS FARGO - A/R
Bank Transit Number: 121000248
Account Number: 4124597048

To pay online scan the QR code or visit
<https://www.e-billexpress.com/ebpp/mack>





Invoice

Remit To: Mack Industries, Inc. PO Box 936468 Atlanta, GA 31193-6468	Deliver To: 1 ROBERTO GUERRICAGOITIA BELLA TARA TURNPIKE SOUTH PAST SR 192 TO CLAY WHALEY RD GO RT TO CROSS PR PKWY, GO LEFT, TO KISSIMMEE PRK RD GO RT JOB WILL BE ON THE LEFT IN 1.30 MILES	Invoice No.: MCI000152048 Invoice Date: 5/30/2025 Due Date: 6/29/2025 Order No: CF00029239 Salesperson: Gregory Knotts Cust PO: BELLA TERRA PH 1 Payment Terms: NET 30 DAYS Currency: USD Tax Code: FL49EX
Invoice To: C026931 KATHY COOK (JR DAVIS) BELLA TARA COMMUNITY DEVELOPMENT DISTRICT C/O JR DAVIS CONSTRUCTION 210 HANGAR ROAD KISSIMMEE FL 34741		

Job Name: BELLA TERRA PH 1

Last BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
156103	582	F12314J	(J-6) 4x4', Base, 6"w, 54" ID: P1	50-22	1.000	4,388.00	4,388.00
156103	583	F12320J	4x4', Riser, 6"w, FT, 24" ID: P2	50-22	1.000	0.00	0.00
156103	586	F14148J	(PMH) MH, 4'DIA, BASE, 5"W, 48" ID: P1	50-23	1.000	2,062.00	2,062.00
156103	600	F14148J	(PMH) MH, 4'DIA, BASE, 5"W, 48" ID: P1	50-28	1.000	2,062.00	2,062.00
156103	632	F14172J	(PMH) MH, 4'DIA, BASE, 5"W, 75" ID: P1	50-43	1.000	2,062.00	2,062.00
156103	633	F14232	MH, 4'dia, Riser, 5"w, 32" ID: P2	50-43	1.000	0.00	0.00
156103	647	F14136FJ	(P-5) MH, 4'dia, Base, 5"w, FT, 35" ID: P1	60-2A	1.000	1,872.00	1,872.00

Special Instructions:

Thank you! We appreciate your business. For billing inquiries,
please email: billing@mackconcrete.com or call locally 352-742-2333
"Serving the Construction Industry since 1932"

Wire To: WELLS FARGO - A/R
Bank Transit Number: 121000248
Account Number: 4124597048

Sales Amount	12,446.00
Misc Charges	0.00
Fuel Surcharge	0.00
Surcharge	0.00
Prepaid Amount	0.00
Sales Tax	0.00
Total	12,446.00

To pay online scan the QR code or visit
<https://www.e-billexpress.com/ebpp/mack>





Invoice

Remit To: Mack Industries, Inc. PO Box 936468 Atlanta, GA 31193-6468	Deliver To: 1 ROBERTO GUERRICAGOITIA BELLA TARA TURNPIKE SOUTH PAST SR 192 TO CLAY WHALEY RD GO RT TO CROSS PR PKWY,GO LEFT,TO KISSIMMEE PRK RD GO RT JOB WILL BE ON THE LEFT IN 1.30 MILES	Invoice No.: MCI000152419 Invoice Date: 6/16/2025 Due Date: 7/16/2025 Order No: CF00029239 Salesperson: Gregory Knotts Cust PO: BELLA TERRA PH 1 Payment Terms: NET 30 DAYS Currency: USD Tax Code: FL49EX
Invoice To: C026931 KATHY COOK (JR DAVIS) BELLA TARA COMMUNITY DEVELOPMENT DISTRICT C/O JR DAVIS CONSTRUCTION 210 HANGAR ROAD KISSIMMEE FL 34741		

Job Name: BELLA TERRA PH 1

Last BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
157887	761	F21185J	(V B) V Base,6"w,45" ID: P1	60-42	1.000	3,518.00	3,518.00
157887	801	F14020	P-6,CENTER TOP ID: P3	70-8	1.000	1,700.00	1,700.00
157887	804	F14020	P-6,CENTER TOP ID: P2	70-9	1.000	1,700.00	1,700.00
157887	808	F14020	P-6,CENTER TOP ID: P3	70-10	1.000	1,700.00	1,700.00
157887	843	F22186J	(V Box) V Box,6"w,60" ID: P1	70-22	1.000	3,518.00	3,518.00

Special Instructions:

Thank you! We appreciate your business. For billing inquiries,
please email: billing@mackconcrete.com or call locally 352-742-2333
"Serving the Construction Industry since 1932"

Wire To: WELLS FARGO - A/R
Bank Transit Number: 121000248
Account Number: 4124597048

Sales Amount	12,136.00
Misc Charges	0.00
Fuel Surcharge	0.00
Surcharge	0.00
Prepaid Amount	0.00
Sales Tax	0.00
Total	12,136.00

To pay online scan the QR code or visit
<https://www.e-billexpress.com/ebpp/mack>



SECTION D

Bella Tara Community Development District

Change order to Purchase Order #2211-03

Change Order No. 1

Project: Bella Tara PH1

Date 4/23/2025

Owner: Bella Tara CDD

Seller: Fortiline Waterworks

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Added Material - Plan Change	Add	\$ 1,174.88
1	Added Material - TWA Upsizing Gravity Sewer	Add	\$ 80,831.00

Net Change Order Amount \$ 82,005.88

Purchase Order Amount Prior to Change Order \$ 2,236,495.08

Revised Purchase Order Amount \$ 2,318,500.96

Comments

Riley Keck

Digitally signed by Riley Keck

Date: 2025.04.29 09:23:37

-04'00'

Acceptable To:

Fortiline Waterworks

Date

David Kovacs

Digitally signed by David Kovacs

DN: cn=David Kovacs, o=Jr Davis Construction, ou=Project Manager, email=David.kovacs@jr-davis.com, c=US

Date: 2025.04.28 16:58:15 -04'00'

Acceptable To:

Jr. Davis Construction Company, Inc.

Date

Approved By:



Bella Tara Community Development District

7/30/2025

Date



SALES ORDER ACKNOWLEDGEMENT
6854717

1 of 1
3/26/25
14:43:52

REMIT TO: FORTILINE APOPKA PO BOX 744053 ATLANTA, GA 30374-4053	WAREHOUSE: 054 FORTILINE APOPKA 3636 FUDGE RD APOPKA, FL 32703 Phone # 407 287 7777	PAYMENT: CHARGE
SOLD TO: 236509 BELLA TARA CDD C/O JR DAVIS 219 E LIVINGSTON ST ORLANDO, FL 32801 Bid #: 6598748 C/O#: 6797674	SHIP TO: BELLA TARA CDD C/O JR DAVIS 3402 KISSIMMEE PARK RD ST CLOUD, FL 34772 Promised Date: 03/26/25	SPECIAL INSTRUCTIONS: POC: JAMES (407) 922-6854 WESTLAKE PIPE ORDERED BY: JAMES

CUSTOMER PO	JOB NAME	JOB #	CSR	SLS	ORDER DATE	SHIPPING METHOD	ORIG ORDER #
2211	BELLA TARA PH 1	2211	RJK	RJK	3/26/25	OUR TRUCK	6797674

LINE	ITEM/DESCRIPTION	UOM	ORDER	SHIPPED	B/O	UNIT PRICE	DISCOUNT	NET PRICE
001	1235 12"X14' SDR35 PVC SEWER PIPE Y08	FT	56	56	0	20.9800		1174.88

N0. CTNS	WEIGHT	SHIPPED VIA	SHIP DATE	PICKED BY	FILLED BY	Subtotal:	1,174.88
						Tax:	.00
PACKED BY	CHECKED BY	DATE RECEIVED	RECEIVED BY			Freight:	.00
						Other:	
MERCHANDISE CANNOT BE RETURNED WITHOUT PRIOR AUTHORIZATION Any shortages or discrepancies concerning this order must be reported within 24 hours.						Total Due:	1,174.88



CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
236509	FORTILINE ORLANDO	6642583	4/17/25	1

CUSTOMER	PROJECT INFORMATION
BELLA TARA CDD C/O JR DAVIS 219 E LIVINGSTON ST ORLANDO, FL 32801	2211 BELLA TARA SEWER CHANGE ORDER

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
***** IF, AFTER THE DATE OF THIS QUOTE, ANY NEW OR INCREASED TARIFFS, DUTIES OR OTHER GOVERNMENT-IMPOSED COSTS ON MATERIALS USED IN THE WORK BECOMES EFFECTIVE, THE CONTRACT PRICE SHALL BE ADJUSTED TO REFLECT THE ACTUAL INCREASED COST TO FORTILINE. FORTILINE SHALL PROMPTLY NOTIFY THE CUSTOMER OF ANY SUCH COST IMPACT. FAILURE OF FORTILINE AND THE CUSTOMER TO AGREE ON ANY PRICE ADJUSTMENT SHALL NOT RELIEVE THE CUSTOMER'S OBLIGATION TO PAY THE INCREASED COST. *****					
***** SEWER *****					
PVC PIPE					
70	644	FT	15" SDR26 PVC HW SEWER PIPE	40.6500	26,178.60
80	1260	FT	10"X14' SDR35 PVC SEWER PIPE	13.4200	16,909.20
Section Sub-total:					43,087.80
FITTINGS					
110	5	EA	15"X6" SDR26 HW PVC WYE GXG	614.0000	3,070.00
120	10	EA	10"X6" SDR35 PVC WYE GXG	171.0000	1,710.00
Section Sub-total:					4,780.00
***** FORCE MAIN *****					
PIPE & MISC					
200	300	FT	10" C900 DR25 PIPE GREEN	19.8600	5,958.00
210	12	EA	10" SPLIT BELL REST 1100C	161.0000	1,932.00
220	320	FT	6" C900 DR25 PIPE GREEN	8.2600	2,643.20
230	12	EA	6" SPLIT BELL REST 1100C	55.0000	660.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
236509	2211 BELLA TARA SEWER CHANGE ORDER	6642583	4/17/25	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
240	2	BX	7904 EMS WARNING TAPE GREEN 500' PER BOX	1,125.0000	2,250.00
			Section Sub-total:		13,443.20
270	1	EA	FM TO MH CONN (2) 12"X10" MH BOOT F/PVC	145.0000	145.00
280	1	EA	S406-12T 12"X6" MANHOLE BOOT F/PVC/DIP	115.0000	115.00
			Section Sub-total:		260.00
310	4	EA	10" GATE VALVE (4) 10" MJ GV O/L A2361-23LN 350 PSI L/ACC W/EPDM 100A236123LN 0331	2,125.0000	8,500.00
320	8	EA	10" STARGRIP MJ REST PVC 4000 F/C900 11.10 OD	108.0000	864.00
330	8	EA	10" MJ REGULAR ACC LESS GLAND	26.0000	208.00
340	4	EA	562S SCREW VB COMP 24"-36"	91.0000	364.00
350	4	EA	5-1/4 VB LID M/SEWER	21.0000	84.00
360	4	EA	VLV BOX CENTER DEVICE BOXLOK-2	27.0000	108.00
370	4	EA	3" BRS VLV MARKER	16.0000	64.00
			Section Sub-total:		10,192.00
400	1	EA	6" GATE VALVE 6" MJ GV O/L A2361-23LN 350 PSI L/ACC W/EPDM 060A236123LN 0331	840.0000	840.00
410	1	EA	6" STARGRIP MJ REST PVC 4000 F/C900 6.90 OD	39.0000	39.00
420	1	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	18.00
430	1	EA	562S SCREW VB COMP 24"-36"	91.0000	91.00
440	1	EA	5-1/4 VB LID M/SEWER	21.0000	21.00
450	1	EA	VLV BOX CENTER DEVICE BOXLOK-2	27.0000	27.00
460	1	EA	3" BRS VLV MARKER	16.0000	16.00
			Section Sub-total:		1,052.00
490	1	EA	FORCE MAIN FITTINGS 10" MJ TEE P401 C153	920.0000	920.00
500	2	EA	10" MJ 45 P401 C153	671.0000	1,342.00
510	2	EA	6" MJ 45 P401 C153	551.0000	1,102.00
520	7	EA	10" STARGRIP MJ REST PVC 4000 F/C900 11.10 OD	108.0000	756.00
530	7	EA	10" MJ REGULAR ACC LESS GLAND	26.0000	182.00
540	4	EA	6" STARGRIP MJ REST PVC 4000 F/C900 6.90 OD	39.0000	156.00
550	4	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	72.00
			Section Sub-total:		4,530.00
580	2	EA	BLOW OFF ASS'Y (3) 10"X2" MJ PLUG P401 C153	694.0000	1,388.00
590	2	EA	10" MJ REGULAR ACC LESS GLAND	26.0000	52.00
600	1	EA	6"X2" MJ PLUG P401 C153	466.0000	466.00
610	1	EA	6" MJ REGULAR ACC LESS GLAND	18.0000	18.00
620	3	EA	2" ADPT MIPXPJC NO LEAD 74753-22	82.0000	246.00
630	3	EA	2" BALL VLV PJCXFIP 76102W-22 NO LEAD	315.0000	945.00
640	100	FT	2"X100' CTS GREEN PE TUBING	2.1500	215.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
236509	2211 BELLA TARA SEWER CHANGE ORDER	6642583	4/17/25	3

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
650	3	EA	13X20X12 JUMBO BLACK METER BOX W/SOLID OVERLAPPING LID THIS IS A NON-RETURNABLE ITEM	52.0000	156.00
			Section Sub-total:		3,486.00
				Subtotal:	80,831.00
				Tax:	.00
				Bid Total:	80,831.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By RJK 4/17/25 14:36:22

SECTION E

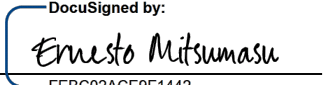
PURCHASE REQUISITION REQUEST FORM

- 1. Contact Person for the material supplier.
NAME: John Scott
ADDRESS: 250 Springview Commerce Drive, Debary, FL 32713
TELEPHONE NUMBER: 407-330-3456
- 2. Manufacturer or brand, model or specification number of the item.

See attached

- 3. Quantity needed as estimated by CONTRACTOR. See attached
- 4. The price quoted by the supplier for the construction materials identified above.
\$ See attached
- 5. The sales tax associated with the price quote. \$ 0
- 6. Shipping and handling insurance cost. \$ See attached
- 7. Delivery dates as established by Contractor. See attached

OWNER: Bella Tara Community Development District

DocuSigned by:

FEB02ACE9F1442...

5/28/2025

Authorized Signature (Title)

Date

CONTRACTOR: JR Davis Construction Company, Inc.

David Kovacs

Digitally signed by David Kovacs
DN: cn=David Kovacs, o=Jr Davis Construction, ou=Project
Manager, email=David.kovacs@jr-davis.com, c=US
Date: 2025.04.28 16:59:05 -04'00'

Authorized Signature (Title)

Date

Attachment: Purchase Order and Schedule of Items

PURCHASE ORDER
BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

"Owner"		"Seller"	
Owner:	Bella Tara Community Development District	Seller:	Hydra Service, Inc.
Address:	c/o 219 E. Livingston Street Orlando, Florida 32801	Address:	250 Springview Commerce Dr Debary, Florida 32713
Phone:	(407) 841-5524	Phone:	407-330-3456

"Project"			
Project Name:	Bella Tara Phase One Project	Contract Date:	July 11, 2024, as assigned November 15, 2024
Project Address:	Osceola County, Florida		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered within 198 days from the date of this Order.

Price – \$198,428.00

Certificate of Exemption #85-8019004670C-6

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

Owner

DocuSigned by:

Ernesto Mitsumasu

By:

FEBC02ACE9F1442...

Ernesto Mitsumasu

Name:

Title: Chairman

Date Executed: 5/28/2025

HYDRA SERVICE, INC.

Seller

By:

Keaton Heller

Name: Keaton Heller

Title: General Manager - FL

Date Executed: 4/10/2025

EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

EXHIBIT A
VENDOR'S PROPOSAL



Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive
Debary, FL 32713
Phone: 407 330 3456

Sales Representative
Contact Information
Cell Phone: 321-266-1079

TO: **BELLA TERRA CDD** FROM: **John Scott- S2**
ATTN: **c/o Katherine@Jr Davis Const.** EMAIL: jscott@hydraservice.net
PHONE **407-870-0066** QUOTE: **230714-4JS_22624**
FAX: REF: **Toho Whaley Bella Terra LS**
EMAIL: Katherine.Cook@Jr-Davis.com ENG FIRM **P&B**

- 2 ABS/Sulzer XFP100J-CH1-PE630/4, 480v, 84hp, 4" Discharge , Non-Clog Impeller, Premium Efficiency Motor, 5Year Municipal Warranty, Design -849gpm @172'tdh / 1101gpm@152'tdh
- 2 Lifting Chains- 316SS, 21' Lengths
- 4 Guide Rails 21' x 2" Diameter, Sch 40 SS (one piece)
- 2 Guide Rail Assemblies, 4" Discharge (Dual-Rail)
- 2 Float Hangar Bracket- 316SS
- 8 Anchor Bolts, with washers & nuts (316SS) J-Type
- 2 Lifting Bales (Included with Pump)
- 2 Upper Guide Brackets , SS (Dual-Rail)
- 1 transducer, per Toho specs
- 4 Float Switches-with 50' cables
- 1 Hatch Cover-72"x60" Aluminum,Double Door, Spring Assist, Recessed Padlock, with SAFETY GRATES
- 1 Set Spare Parts
- 1 Duplex Control Panel, Nema 4X, 316SS, Built Per Toho Specs, with SoftStarts
- 3 SS J-Boxes, Per TWA Specs
- 1 Set SS Hardware Requirements
- 2 Guide Rail Brackets with Profile Gaskets, 4" Discharge (Dual-Rail)
- 1 Day Startup Service with Technician and Crane Truck
- 1 Freight to Job Site
- 2 SS Baseplates, 1/2" x 18"

- 2 SS J-Hooks

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW **\$198,428.00** Excludes all
STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS
~~"HYDRA SERVICE INC TERMS & CONDITIONS APPLY"~~ PAYMENT TERMS NET 30 DAYS.
ESTMTD DELIVERY **22to24** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE
APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER
IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
ONE DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT
FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____ Review Date: 8/8/24

NAME OF PURCHASER

John Scott
REVIEWED BY ABS PUMP REP.

EXHIBIT B TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, Whaley Farms, LLC, and its respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Bella Tara Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number 85-8019004670C-6, affirms that the tangible personal property purchased pursuant to a Purchase Order from Hydra Service, Inc. will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Standard Form of Agreement*, dated July 11, 2024 with JR Davis Construction Company Inc. for the construction of public infrastructure associated with the Bella Tara Phase One Project.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A- 1.094, *Florida Administrative Code*:

You must initial each of the following requirements.

-  1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
-  2. The vendor's invoice will be issued directly to Governmental Entity.
-  3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
-  4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
-  5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*, Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.

	Chairman
Signature of Authorized Representative	Title
Ernesto Mitsumasu	5/28/2025
Purchaser's Name (Print or Type)	Date

Federal Employer Identification Number: _____
 Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8019004670C-6	02/17/2023	02/29/2028	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

BELLA TARA COMMUNITY DEVELOPMENT
DISTRICT
219 E LIVINGSTON ST
ORLANDO FL 32801-1508

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

SECTION F

Prepared or under the direction of
And after recording Return to:

Toho Water Authority
Anthony Cotter, General Counsel
Office of General Counsel
951 Martin Luther King Boulevard
Kissimmee, FL 34741
Parcel ID Nos.: <See attached Exhibit B>

UTILITY CONSTRUCTION COST SHARING AGREEMENT
KISSIMMEE PARK ROAD

THIS UTILITY CONSTRUCTION COST SHARING AGREEMENT (“Agreement”) is made and entered into as of the latest date of execution by the parties hereto (the “Effective Date”), by and among **Tohopekaliga Water Authority**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, (“TOHO”), **Bella Tara Community Development District**, a Florida Community Development District, created pursuant to Chapter 190, Florida Statutes (“BTCDD”), **Edgewater West Community Development District**, a Florida Community Development District, created pursuant to Chapter 190, Florida Statutes, (“EWCD”), **Kissimmee Park Community Development District**, a Florida Community Development District, created pursuant to Chapter 190, Florida Statutes, (“KPCDD”) **Whaley Farms, LLC**, a Florida limited liability company (“Whaley”) and **Hawk Platt, LLC**, a Delaware limited liability company (“Hawk”), (collectively EWCD, KPCDD, Whaley and Hawk are hereinafter referred to as the “Non-Constructing Owners” or individually as an “Non-Constructing Owner”).

RECITALS

WHEREAS, BTCDD, EWCD, and KPCDD are community development districts providing public infrastructure within and without their respective boundaries, and together with the remaining Non-Constructing Owners are the owners of their respective portions of real property located within Osceola County, Florida, as is generally depicted in the project location map attached hereto and incorporated as **Exhibit “A”** (collectively, the “Property”) with legal descriptions for the Property attached hereto and incorporated as **Exhibit “B”**; and

WHEREAS, BTCDD and the Non-Constructing Owners are in the process of developing their respective portions of the Property and such new development will require potable water, wastewater, and reclaimed utility service (collectively the “Utility Services”) on their respective portions of the Property; and

WHEREAS, in connection with the expansion of Kissimmee Park Road, portions of the water, wastewater, and reclaimed water facilities will be designed, permitted, and constructed to provide such Utility Services to the Property, as is more particularly described in this Agreement and depicted in **Exhibit “C”** (the “Kissimmee Park Road Utility Improvements Depiction”); and

WHEREAS, BTCDD has provided TOHO with a set of construction documents, which have been approved by TOHO, titled the Utility Adjustment Plans for Kissimmee Park Road Widening Plans prepared by Hanson Walter & Associates, Inc., dated June 3, 2025, Project No. 230247, signed and sealed by a Florida licensed professional engineer, (the “Kissimmee Park Road Utility Plans”); and

WHEREAS, TOHO, BTCDD, and the Non-Constructing Owners collaborated on the design of the Kissimmee Park Road Utility Plans; and

WHEREAS, the Kissimmee Park Road Utility Plans are on file with TOHO, are incorporated herein by this reference, and depict certain segments of water main, force main, and reuse main in variable diameters, as set forth in this Agreement, which are necessary to provide Utility Services to the Property (the “Utility Project”); and

WHEREAS, BTCDD and the Non-Constructing Owners have agreed, subject to the terms and conditions of this Agreement, to construct the Utility Project from east of Lake Toho Road to Cross Prairie Parkway (“Phase 1”); and

WHEREAS, Phase 1 may be constructed in two segments, to be constructed consecutively, with Cross Prairie Parkway west to Southbury Drive defined in this Agreement as “Phase 1 Segment A” and Southbury Drive west to Lake Toho Road defined as “Phase 1 Segment B”; and

WHEREAS, BTCDD is the constructing party and project manager for Phase 1 and shall serve as Toho’s point of contact throughout construction of the Utility Project and the term of this Agreement; and

WHEREAS, in order to better serve areas within its service area and concurrently with the Kissimmee Park Road Utility Improvements, TOHO has agreed to pay for the design, engineering, and construction of a 24-inch diameter water main generally from TOHO’s existing water plant number 4 (the “Water Plant”) east to Cross Prairie Parkway with such work being referred to as the “TOHO Water Line Extension” which shall be completed as part of Phase 1; and

WHEREAS, in order to better serve areas within its service area, TOHO has requested, and BTCDD and the Non-Constructing Owners have agreed, to construct a 24-inch diameter water main in lieu of the needed 20-inch diameter from the Water Plant west to Lake Toho Road, with such upsizing of the water main, hereafter referred to as the “Phase 1 Water Main Oversized Utility Work,”; and

WHEREAS, in order to better serve areas within its service area, TOHO has further requested, and BTCDD and the Non-Constructing Owners have agreed, to construct a 20-inch diameter reuse main in lieu of the needed 12-inch diameter with respect to Phase 1 Segment A, and a 20-inch diameter reuse main in lieu of the needed 12-inch diameter with respect to Phase 1

Segment B, with such upsizing of the reuse main, hereafter collectively referred to as the “Phase 1 Reuse Main Oversized Utility Work,”; and

WHEREAS, the Phase 1 Water Main Oversized Utility Work and the Phase 1 Reuse Main Oversized Utility Work shall hereinafter be referred to as the “Phase 1 Oversized Utility Work”; and

WHEREAS, in order to better serve areas within its service area, TOHO has requested and BTCDD and the Non-Constructing Owners have agreed, to construct a 16-inch diameter force main from Cross Prairie Parkway west to Lake Toho Road (the “Phase 1 Force Main Work”); and

WHEREAS, in addition to Phase 1, a portion of the Utility Project will be constructed from Lake Toho Road west to Cecil Whaley Road (“Phase 2”); and

WHEREAS, BTCDD shall design, engineer, and permit Utility Services for Phase 2, with such work being done at KPCDD’s and EWCDD’s sole cost and expense (the “Phase 2 Design Work”); and

WHEREAS, the TOHO Water Line Extension, the Phase 1 Oversized Utility Work, the Phase 1 Force Main Work, and the Phase 2 Design Work shall hereinafter collectively be referred to as the “Phase 1 Utility Project”; and

WHEREAS, the construction of Phase 2 shall be subject to a separate agreement by and among TOHO, KPCDD, EWCDD, and Hawk and is independent of this Agreement; and

WHEREAS, the construction portions of the Phase 1 Utility Project will be constructed pursuant to the Kissimmee Park Road Utility Plans; and

WHEREAS, BTCDD and the Non-Constructing Owners have each agreed to pay a proportionate share (for each, their “Proportionate Share”) of the design, permitting, and construction costs for the Phase 1 Utility Project as detailed and consistent with in **Exhibit “D”** (the “Cost Sharing Summary”); and

WHEREAS, TOHO has agreed only to pay for the lowest cost differential, regardless of the lowest bid or choice of contractor, between the main sizes needed to develop the Property and the cost of construction of the Phase 1 Oversized Utility Work (collectively the “Oversizing Costs”), in accordance with the terms of this Agreement; and

WHEREAS, TOHO will provide BTCDD, with respect to Phase 1, at no cost, with temporary construction easements, if applicable, that are required to facilitate the construction of the Phase 1 Utility Project; and

WHEREAS, the Non-Constructing Owners will provide BTCDD, with respect to Phase 1, at no cost, with any necessary easements, including but not limited to temporary construction easements, that are required to facilitate the construction of the Phase 1 Utility Project within Non-

Constructing Owners' respective portions of the Property. The locations of any such easements, including temporary construction easements, shall be reasonably acceptable to Non-Constructing Owners and shall not materially interfere with the development of nor substantially impact Non-Constructing Owners' properties; and

WHEREAS, if any easements for construction, operation, and maintenance of the Utility Project are required for property that is not owned by BTCDD and/or the Non-Constructing Owners, TOHO, at the cost of the Non-Constructing Owners, agrees to use commercially reasonable efforts to obtain the necessary easements; and

WHEREAS, upon completion of the Phase 1 Utility Project in accordance with the Kissimmee Park Road Utility Plans and acceptance of the Phase 1 Utility Project by TOHO, BTCDD shall turn over ownership, control, and maintenance of the Phase 1 Utility Project, together with all necessary access easements and utility easements, to TOHO.

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Exhibits.** Except as otherwise expressly provided in this Agreement, all Exhibits identified in this Agreement are made a part of this Agreement and are incorporated by reference to the same extent as if fully set forth herein.

3. **Permits.** BTCDD agrees to apply for and acquire all necessary applicable permits and authorizations, including without limit those from federal, state, and local governmental entities, required for the construction of the Phase 1 Utility Project (collectively the "Permits"). TOHO and the Non-Constructing Owners agree to cooperate and assist BTCDD in obtaining the Permits by reviewing and, upon approval, executing such Permits in a reasonably timely manner. BTCDD will deliver to TOHO and the Non-Constructing Owners copies of all Permits prior to BTCDD commencing construction of Phase 1.

4. **Selection of Construction Contractor.** BTCDD agrees to construct the Phase 1 Utility Project in accordance with the Kissimmee Park Road Utility Plans and the Permits. BTCDD further agrees to utilize commercially reasonable construction methods to reduce costs, including directly purchasing materials when able to do so, in BTCDD's sole discretion. The complete set of the Kissimmee Park Road Utility Plans, once approved by TOHO, will be kept on file with the TOHO Assets and Infrastructure Department. BTCDD agrees to competitively procure the project by receiving at least three (3) bid proposals from responsible State of Florida-licensed contractors qualified to construct utility facilities and eligible to do so in Osceola County, Florida, to construct the Phase 1 Utility Project.

5. **Construction Contracts.** BTCDD shall enter into a separate agreement with the selected contractor (the "Construction Contractor") for the construction of Phase 1 (the "Construction Contract"). BTCDD shall ensure that the Construction Contract and, if and as

applicable, any additional contract / sub-contract for a portion of the construction of the Phase 1 Utility Project (in each case, a "Contract"), entered into between BTCDD and the Construction Contractor provides for payment and performance bonding and maintenance guarantees as set forth in this Agreement. Maintenance guarantees must be in force and effect for a period of two (2) years from the date upon which TOHO accepts ownership and maintenance responsibility of the Phase 1 Utility Project. The maintenance guarantees do not relieve BTCDD of its obligations under this Agreement. BTCDD shall ensure that the Construction Contract contains a performance bond and payment bond provision as set forth in this Agreement. Each performance bond and payment bond must be equal to 110% of the value of the Construction Contract. All contracts between BTCDD and the Construction Contractor or subcontractor responsible for any construction work related to the Phase 1 Utility Project shall name TOHO as a third-party beneficiary and require compliance with this Agreement. All construction reports, plans, specifications, and other project-related documents shall be certified for use and reliance by TOHO. All contracts shall be assignable to TOHO, in TOHO's sole discretion. BTCDD shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified in this Agreement and shall furnish TOHO certificates of insurance evidencing such insurance. TOHO and the Non-Constructing Owners shall each be named as an additional insured on all policies except for workers compensation coverage. In addition, all of the policies of property insurance required of the Construction Contractor shall be endorsed to include subcontractors as additional insurers. The insurance afforded to these additional insurers shall be primary insurance. If the additional insurers have other insurance or self-insurance, which might be applicable to any loss, the amount of insurance provided under the contractor's policies of insurance shall not be reduced or prorated by the existence of other insurance. BTCDD shall provide a copy of the Construction Contract and any Contract(s), as applicable, to TOHO and the Non-Constructing Owners.

6. **Schedule of Values.** Thirty (30) days following execution of the Construction Contract, or thirty (30) days following the Effective Date of this Agreement, whichever occurs later, a schedule of values shall be provided to TOHO by BTCDD and the schedule of values shall list the installed value of the component parts of the Work (as defined in the Construction Contract) in sufficient detail to accommodate measuring of actual progress in the field and for computing values for progress payment during construction.

7. **Construction Schedule.** BTCDD will begin construction of Phase 1 within forty-five (45) days following the last to occur of (i) all required Permits are obtained, (ii) a Construction Contract is awarded in accordance with Section 5 of this Agreement, (iii) notice to proceed is issued by TOHO, (iv) TOHO and Non-Constructing Owners have signed and delivered this Agreement, and (v) all Non-Constructing Owners have delivered their Proportionate Share to BTCDD in accordance with Section 10 (the "Commencement Date"). The timeline to construct Phase 1 is estimated to be approximately twelve (12) months (the "Preliminary Construction Schedule"). At the time the Construction Contract is awarded, and as an exhibit to the Construction Contract, a "Final Construction Schedule" will be issued by the Construction Contractor and provided to TOHO by BTCDD. BTCDD, TOHO, and the Non-Constructing Owners acknowledge that the Final Construction Schedule timing of Phase 1 is an essential component of all developments and that construction of Phase 1 Segment A and Phase 1 Segment B is a continuous operation without any demobilization between such Segments. Therefore, TOHO and each Non-

Constructing Owner may request updates from BTCDD from time to time to ensure timely performance and BTCDD will timely respond to such request(s).

Should BTCDD not begin construction by the Commencement Date, or cause same to occur, then at KPCDD's or EWCDD's written request, subject to approval by TOHO and subject to the rights of BTCDD's bond trustee and/or bondholders, BTCDD will assign its contract rights and transfer funds from the BTCDD Kissimmee Park Road Utility Improvement Construction Account from BTCDD for the construction of Phase 1 to KPCDD or EWCDD (as applicable), and KPCDD or EWCDD (as applicable) will proceed with construction of Phase 1. In this event, KPCDD or EWCDD (as applicable) will be entitled to reimbursement of costs from BTCDD and any applicable credits for the construction assignment, and that BTCDD would have received in accordance with this Agreement.

8. **Cost of Construction.** Cost of Construction or Construction Costs means the reasonable, actual, and verifiable incurred costs of construction, financing, bonding, maintenance guarantees, labor, materials, and professional and design services specifically and directly associated with the design, permitting, construction, installation, inspection, and testing of the Utility Project. The term includes, but is not limited to, any mark-up, rebate, surcharge or overhead charge, administrative fee, construction management fee, financing costs, interest charge or other charge, and the contract price for the labor, materials, and services due to the professional or contractor who actually provided the engineering and/or design services and/or installed the Phase 1 Utility Project. For the purposes of reimbursement of the Oversized Utility Work only, Cost of Construction or Construction Costs excludes all preconstruction costs, including, but not limited to, all costs related to design, engineering, and permitting. TOHO acknowledges and accepts the responsibility to pay for the design, permitting, construction, installation, inspection, and testing plus a ten (10%) percent contingency fee and any TOHO-approved change orders specific to the TOHO Water Line Extension, as shown in the Kissimmee Park Road Utility Plans and as shown in the Cost Sharing Summary attached as **Exhibit "D"** hereto.

9. **Construction Budget.** The cost to construct the Phase 1 Utility Project is estimated to be \$6,172,885 and /100 dollars (\$) as more particularly outlined in **Exhibit "D"**. Those items which include the out of pocket hard and soft costs for, among other things, the design, engineering, insurance, bond, maintenance guarantee, and permitting of the Phase 1 Utility Project by BTCDD, the construction of Phase 1 by BTCDD, together with the construction contingency in amount of 10% of the Construction Contract, shall hereinafter be collectively referred to throughout this Agreement as the "Total Project Costs."

10. **Contribution of Funds.**

a. Upon Execution of this Agreement, BTCDD shall establish a bank account held in the name of BTCDD but segregated from all other funds of BTCDD ("BTCDD Kissimmee Park Road Utility Improvements Construction Account"). Within the later to occur of: (i) ten (10) business days of the Effective Date of this Agreement, or (ii) ten (10) business days past the issuance of joint master infrastructure bonds detailed in the separate Interlocal Agreement between BTCDD and KPCDD (the "Interlocal Bonds"), notice of which latter occurrence shall be timely provided to TOHO by BTCDD, each Non-Constructing Owner shall deposit its Proportionate

Share Payment funds for Phase 1 into the BTCDD Kissimmee Park Road Utility Improvements Construction Account. BTCDD shall not commingle funds in the BTCDD Kissimmee Park Road Utility Improvements Construction Account with any other funds and shall not disburse any funds from the BTCDD Kissimmee Park Road Utility Improvements Construction Account except in accordance with this Agreement. BTCDD shall timely approve payment requests from the Construction Contractor, at least monthly, pursuant to the terms of this Agreement, the Construction Contract, and the Construction Schedule in compliance with the Florida Prompt Payment Act. Should any Non-Constructing Owner fail to deposit its Proportionate Share within the later of either ten (10) business day period mentioned above (the "Defaulting Non-Constructing Owner"), BTCDD and the non-defaulting Non-Constructing Owners shall reallocate the Defaulting Non-Constructing Owner's Proportionate Share as desired amongst BTCDD and/or the remaining Non-Constructing Owner(s) and BTCDD and/or such Non-Constructing Owner(s) shall assume and allocate the Defaulting Non-Constructing Owner's capacity reservation and Credits amongst them. For avoidance of doubt, any such default and reallocation of Proportionate Share shall not be the responsibility of TOHO. Such reallocation of the Proportionate Share of the Defaulting Non-Constructing Owner shall be memorialized by formal amendment to this Agreement.

b. TOHO agrees to pay BTCDD directly in cash, for its portion of the soft costs, fees, and contingencies of the TOHO Water Line Extension which are estimated to be \$108,593, as well as the cost to construct the TOHO Water Line Extension which is estimated to be \$585,929, for a total cash payment from TOHO to BTCDD for the TOHO Water Line Extension of \$694,522. Instead of placing the funds in the BTCDD Kissimmee Park Road Utility Improvements Construction Account prior to the initiation of construction, TOHO agrees that interim payments shall be made to the BTCDD Kissimmee Park Road Utility Improvements Construction Account within forty-five (45) of receipt of each monthly invoice received by TOHO.

11. **Conformance with Construction Plans and Change Orders.** The construction of the Phase 1 Utility Project shall be in substantial conformance with the Kissimmee Park Road Utility Plans. During the construction, if BTCDD or TOHO observes, or otherwise becomes aware of, any defects, conflicts, or necessary changes to the Kissimmee Park Road Utility Plans that requires a change to the Kissimmee Park Road Utility Plans as they existed as of the date of issuance of the notice to proceed ("Change Order"), that party shall immediately notify the other party of such Change Order. To the extent feasible, the Change Order must include any and all costs and expenses associated with the Change Order ("Change Order Costs") and any time extensions required to complete the work outlined in the Change Order ("Time Extensions"). TOHO, BTCDD, and the Non-Constructing Owners agree that time is of the essence in making any decisions or interpretations as to any Change Orders with respect to design, materials, and other matters pertinent to the construction of the Phase 1 Utility Project so as to not materially delay the work and the completion of the Kissimmee Park Road Utility Plans. Within five (5) business days of receipt of notice from the other party of a Change Order that does not increase the Cost of Construction including the Construction Contingency, TOHO or BTCDD, as applicable, shall review the Change Order and provide notice of its approval or disapproval of the Change Order, which approval shall not be unreasonably withheld, conditioned, or delayed. Unless the Change Order Costs exceed the Construction Contingency or unless otherwise agreed upon by the Non-Constructing Owners, any Change Order Costs approved by TOHO shall be deducted from the Construction Contingency. If any Change Order Costs related to the construction of the

Phase 1 Utility Project, in whole or in part, exceeds or causes the exceedance of the Construction Budget then this Agreement must be amended to approve that increase. The Construction Contractor shall be responsible for any costs associated with Change Orders required due to unapproved deviations from the Kissimmee Park Road Utility Plans. If TOHO requests a change in the Kissimmee Park Road Utility Plans that is more stringent than TOHO's standard requirements, or is only related to TOHO's portion of the Construction Plans, then TOHO shall be solely responsible for funding that change.

12. **Inspection during Construction.** During the construction of the Phase 1 Utility Project, TOHO shall have the right and the opportunity to inspect the construction on a regular basis and at all significant events. Any deficiencies in the construction observed by TOHO shall be reported to BTCDD orally within two (2) business days and in writing within five (5) business days of the inspection. The Non-Constructing Owners shall have the right and the opportunity to inspect all construction occurring on their respective properties on a regular basis and at all significant events. Any deficiencies in the construction observed by a Non-Constructing Owner shall be reported to BTCDD and TOHO orally within two (2) business days and in writing within five (5) business days of the inspection. All identified deficiencies in the construction of the Phase 1 Utility Project must be corrected or otherwise resolved by the Construction Contractor and/or its subcontractor(s) and is subject to TOHO's discretion.

13. **Final Inspection.** Upon final completion of the Phase 1 Utility Project, BTCDD shall provide a notice of completion and final as-built plans to TOHO and the Non-Constructing Owners (the "Completion Notice"). Within ten (10) days of TOHO's receipt of the Completion Notice, TOHO and BTCDD must jointly conduct a final inspection to ensure substantial compliance with the Kissimmee Park Road Utility Plans, including any Change Orders, and for acceptance into TOHO's utility system. The Non-Constructing Owners shall be invited to attend the final inspection but are not required to attend. Any deficiencies in work must be set forth on a punch list. Upon completion and/or correction of all outstanding issues listed on the punch list to TOHO's reasonable satisfaction, TOHO must promptly notify BTCDD of its acceptance of the Phase 1 Utility Project in writing within five (5) business days. Upon acceptance, the Phase 1 Utility Project shall be owned, operated, and maintained by TOHO.

14. **Costs and Final Plans.** The Non-Constructing Owners, or their affiliated Community Development Districts, as applicable, each agree to reimburse BTCDD for their Proportionate Share outlined in **Exhibit "D"** and TOHO likewise agrees to reimburse BTCDD for its allocated share, for all approved reasonable costs and expenses incurred by BTCDD, with respect to the construction of the Phase 1 Utility Project, including without limitation, design, engineering, permitting costs, and all professional fees incurred by BTCDD, including the Phase 2 Design Work.

The construction of the Phase 1 Utility Project shall be performed in material compliance with all Permits, record drawings, the Kissimmee Park Road Utility Plans, and all related plans and specification together with any modifications, revisions, amendments, or changes thereto, all of which shall have been reviewed and approved by TOHO in its reasonable discretion, and the terms and conditions set forth in this Agreement. BTCDD, TOHO, and the Non-Constructing

Owners hereby acknowledge and agree that the Kissimmee Park Road Utility Plans referred to in this Agreement are the final, approved Kissimmee Park Road Utility Plans for the project.

15. **Capacity.** Upon completion of construction and its acceptance of the Utility Project, TOHO shall reserve water main, force main, and reclaimed water main capacity for each of BTCDD and the Non-Constructing Owners that makes its full Proportionate Share payment for the number of units set forth in **Exhibits “E-1”, “E-2”, and “E-3”** attached hereto. The BTCDD and Non-Constructing Owners shall not be required to make any additional improvements for this reserved capacity, which shall not be lowered or unreserved for any reason. No additional funding shall be required for this reserved capacity except for approved Change Orders.

16. **System Development Charge Credits.** BTCDD and the Non-Constructing Owners shall be entitled to System Development Charge (SDC) Credits, cash reimbursement, or a combination thereof, equaling each party's individual contribution toward the Oversizing Costs, upon paying its required proportional share amount into the BTCDD Kissimmee Park Road Utility Improvements Construction Account set forth on **Exhibits “E-1”, “E-2”, and “E-3”** each attached hereto (the “Credits”). The foregoing notwithstanding, issuance of such Credits shall only occur after formal execution of the Construction Contract and receipt by TOHO of formal notice that the funds are available to complete the project in the BTCDD Kissimmee Park Road Utility Improvements Construction Account, together with the required Performance and Payment Bonds from the Construction Contractor. Credits may be immediately used by BTCDD and the Non-Constructing Owners.

17. **Temporary Construction Easements.** As reasonably required and requested by BTCDD, TOHO and/or the Non-Constructing Owners, or any Non-Constructing Owner, as applicable, shall execute a temporary construction easement at no cost to BTCDD in similar form to the Temporary Construction Easement attached hereto and incorporated herein as **Exhibit “F”**. Such Temporary Construction Easement(s) shall provide BTCDD all reasonably necessary access to construct the Phase 1 Utility Project, as well as road improvements and stormwater areas.

18. **Perpetual Access and Maintenance Easements.** At no cost to TOHO, and so long as consistent with all Permits for the Phase 1 Utility Work, BTCDD and the Non-Constructing Owners shall grant, dedicate, and convey to TOHO perpetual access, operation, and maintenance easements in, over, through and upon the Property and outside of the Property if controlled/owned by a Non-Constructing Owner or BTCDD, for (i) ingress and egress and passage of pedestrians and motor vehicles; and (ii) to operate and maintain the utilities by separate legal instrument acceptable to TOHO's legal counsel, substantially in the form attached hereto as **Exhibit “G”** and incorporated herein (“**Access Easement**”). All Access Easements shall include a sketch of description and legal description prepared by, signed, and sealed by a Florida licensed professional surveyor, in accordance with the laws of the State of Florida. All Access Easements shall be in locations reasonably acceptable to BTCDD and/or the Non-Constructing Owner(s), as applicable, upon their respective Property and/or properties. All Access Easement areas are subject to TOHO's review and approval and shall be recorded at BTCDD's and/or the Non-Constructing Owner(s)' sole individual expense. The procurement and completion of Access Easements shall not be a basis to delay TOHO's acceptance of the Phase 1 Utility Project pursuant to the Section 13 above, as these will be completed after construction has been completed.

19. **Performance and Payment Bonds; Maintenance Guarantee.** BTCDD shall obtain a payment bond and a performance bond from the Construction Contractor, each in an amount equal to 110% of the Construction Contract Price. The Construction Contract shall require that the Construction Contractor obtain and deliver to TOHO both payment and performance bonds, each in an amount equal to 110% of the Construction Contract Price, and a two-year maintenance guarantee effective from the date TOHO accepts ownership and maintenance of the Phase 1 Utility Project, as noted in Section 5 herein, all with dual-obligee riders naming TOHO a dual-obligee, as reasonably acceptable to TOHO, pursuant to Section 255.05, Florida Statutes.

(i) **Payment and Performance Bonds.** The performance bond shall ensure that the Construction Contractor fully, promptly, and faithfully performs the Construction Contract and all obligations thereunder. The payment bond shall be in the amount of 110% of the full value of the Construction Contract, and shall ensure that the Construction Contractor shall promptly make payment to all persons supplying services, labor material, and supplies used directly or indirectly by the Construction Contractor or any subcontractor(s) in the prosecution of the work provided for in the Construction Contract.

Prior to commencing construction of the Phase 1 Utility Project, BTCDD shall, or shall cause its Construction Contractor for the Phase 1 Utility Project to, obtain and deliver to TOHO a performance bond and a payment bond as referenced in this Agreement, acceptable to TOHO, pursuant to Section 255.05 of the Florida Statutes, as may be amended. The bonds shall name TOHO as dual-obligee and be assignable to TOHO following TOHO's acceptance of the Phase 1 Utility Project. The surety company issuing said performance and payment bonds shall meet the following qualifications:

a. Surety must be licensed to conduct business in the State of Florida, maintaining an A-VIII or better rating with AMBEST or an equivalent rating agency, and shall comply with the provisions of Section 255.05, Florida Statutes.

b. Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Management, Circular 570 entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

c. All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address, and telephone number on all bonds/surety instruments.

d. Construction Contractor shall obtain a performance bond in the amount equal to 110% of the actual Cost of Construction.

(ii) **Maintenance Guarantee.** The purpose of the maintenance guarantee is to guarantee the materials, workmanship, structural integrity, functioning, and maintenance of the construction guarantees, and shall be in the form of a letter of credit, cash escrow, or maintenance

bond in an amount equal to ten percent (10%) of the cost of the Phase 1 Utility Project. The maintenance guarantee shall be issued prior to TOHO's acceptance of ownership and acceptance of the Phase 1 Utility Project for maintenance. If the maintenance guarantee is provided in the form of an irrevocable letter of credit, the instrument must be drawn on a financial institution having an office for the letter of credit presentation in either Orange or Osceola Counties and the financial institution shall be on the State of Florida approved "qualified public depositories" list for local government.

20. **Insurance.** BTCDD shall require the Construction Contract to contain the following insurance requirement: The Construction Contractor shall list TOHO as a third-party beneficiary and additional insured for all required insurance which shall be, at a minimum:

a. Workers compensation insurance with statutory workers' compensation limits and not less than \$5,000,000.00 for employer's liability with a waiver of subrogation in favor of TOHO.

b. Commercial general liability insurance for all operations including, but not limited to contractual, products, and completed operations and personal injury with limits of not less than \$5,000,000.00 per occurrence and an aggregate limit of at least twice the per occurrence limit.

c. Business automobile liability insurance for all owned, hired, or non-owned vehicles with limits of not less than \$5,000,000.00 per occurrence.

d. Professional liability (errors and omissions) in amounts not less than \$2,000,000.00 per occurrence.

e. Pollution liability insurance with limits of not less than \$5,000,000.00 per occurrence.

21. **Indemnification.** To the extent permitted by Florida law and without waiving any of the privileges or immunities afforded to BTCDD, BTCDD will indemnify, save, and hold harmless TOHO and Non-Constructing Owners against all liability, losses, damage, and other expenses, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against TOHO and/or the Non-Constructing Owners by reason of any negligent act or omission on the part of BTCDD and/or its employees, agents, or representatives. BTCDD will, at BTCDD's expense, resist or defend any such action or proceeding with counsel reasonably acceptable to TOHO or Non-Constructing Owners, as applicable. Provided further, however, BTCDD shall have no obligation with respect to claims arising out of the intentional or negligent conduct of TOHO, Non-Constructing Owners, or their employees, agents, contractors, licensees or invitees or of third parties not included in the definitions above. The liability and immunity of TOHO, BTCDD, KPCDD, and EWCDD are governed by the provisions of Section 768.28, Florida Statutes (2023), as may be amended, and nothing in this agreement is intended to extend the liability of TOHO, BTCDD, KPCDD, or EWCDD or to waive any immunity enjoyed by TOHO, BTCDD, KPCDD, or EWCDD under that statute. Any provisions of this agreement determined to

be contrary to Section 768.28 or to create any liability or waive any immunity except as specifically provided in Section 768.28 shall be considered void.

22. **Governing Law/Venue.** This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. All legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division. TOHO, BTCDD and the Non-Constructing Owners hereby warrant and represent that this Agreement is valid, binding, and enforceable against and in accordance with the terms and conditions of Florida law.

23. **Notices.** All notices which are required or permitted under this Agreement shall be given to parties hereto by email or certified mail, return receipt requested, hand delivery, or express courier and shall be effective upon receive when delivered to such at the addresses set forth below (or such other addresses as provided by BTCDD, TOHO, and Non-Constructing Owners by written notice delivered in accordance with this paragraph):

BTCDD: Bella Tara Community Development District Attn: Ernesto Mitsumasu 1500 Cordova Road, Suite 203 Ft. Lauderdale, FL 33301	With a Copy To: Kutak Rock, LLP Attn: Jere Earlywine 107 W. College Avenue Tallahassee, FL 32301 Jere.Earlywine@kutakrock.com
EWCD: Edgewater West Community Development District Attn: Craig Wrathell 2300 Glades Road, Suite 410W Boca Raton, FL 33431	With a Copy To: Kutak Rock, LLP Attn: Michael Eckert 107 W. College Avenue Tallahassee, FL 32301 Michael.eckert@kutakrock.com With a copy to: Noah Breakstone 401 East Las Olas Blvd, Suite 1870 Fort Lauderdale, FL 33301 nbreakstone@btipartners.com
Whaley Farms, LLC c/o Craig Perry 15481 SW 12th Street, Suite 309 Sunrise, FL 33326	With a Copy To: GrayRobinson, P.A. Attn: Thomas R. Sullivan 301 E. Pine Street, Suite 400 Orlando, Florida 32801 thomas.sullivan@gray-robinson.com
Hawk Platt, LLC 2502 Rocky Point Drive, Suite 1050 Tampa, FL 33607	With a Copy To: Martin S Friedman 420 S. Orange Avenue, Suite 700, Orlando, FL 32801
Kissimmee Park Community Development District 1540 International Parkway, Suite 2000 Lake Mary, FL 32746	With a Copy To: Straley Robin Vericker P.A. Attn: Vivek Babbar 1510 W. Cleveland Street Tampa, FL 33606 vbabbar@srvlegal.com

24. **Public Records.** IF BTCDD AND/OR NON-CONSTRUCTING OWNERS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA

STATUTES, TO BTCDD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOHOPEKALIGA WATER AUTHORITY
951 M.L.K. Jr. Boulevard
Kissimmee, FL 34741
407-483-3822
publicrecordsrequests@tohowater.com

BTCDD understands and agrees that by virtue of this Agreement any of its documents, records and materials of any kind, received and created as a result of the provisions of this Agreement that are made or received in connection with the transaction of official business of TOHO (as defined in Section 119.011(12), Florida Statutes) are public records, and that such public records shall be open to the public for inspection in accordance with Florida law. This Agreement does not contemplate that BTCDD will be acting on behalf of TOHO or vice versa; however, if at any time BTCDD will act on behalf of TOHO, as provided under Section 119.011(2), Florida Statutes, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

i. Keep and maintain public records required by TOHO to perform the service.

ii. Upon request from TOHO's custodian of public records, provide TOHO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if BTCDD, with respect to Phase 1, and the Phase 2 Constructing Party, with respect to Phase 2, does not transfer the records to TOHO.

iv. Upon completion of the Agreement, transfer, at no cost to TOHO, all public records in possession of BTCDD, or keep and maintain public records required by TOHO to perform the service. If BTCDD keeps and maintains public records upon completion of the Agreement, BTCDD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TOHO upon written request from TOHO's custodian of public records, in a format that is compatible with the information technology systems of TOHO.

v. If BTCDD does not comply with a public records request, TOHO shall enforce the contract provisions in accordance with the Agreement.

25. **Audit.** In the performance of this Agreement, BTCDD shall keep and maintain books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection

during regular business hours by an authorized representative of TOHO and shall be retained by BTCDD for a period of three (3) years after termination or completion of the Agreement or until the TOHO audit is complete, whichever comes first. TOHO shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Section 119, Florida Statutes.

26. **Assignability.** TOHO, BTCDD, and Non-Constructing Owners hereto acknowledge and agree that each shall have the right (but not the obligation) to assign (or partially assign) its rights and obligations under this Agreement to any entity holding title to all or any part of the Property and shall provide written notice to TOHO of any assignment. Upon such assignment and written notice thereof to TOHO, the assignor shall thereupon be released and discharged from any and all obligations arising under this Agreement as related to that portion of the Property subject to said assignment.

27. **Amendments.** No amendment, modification, or other changes to this Agreement shall be binding upon TOHO, BTCDD, and/or the Non-Constructing Owners, unless in writing and executed by all parties hereto.

28. **Successors and Assigns Bound.** The rights and obligations contained in this Agreement shall run with the land and be binding upon and shall inure to the benefit of the successors and assigns of TOHO, BTCDD, and the Non-Constructing Owners.

29. Reserved.

30. **Recording.** TOHO shall record this Agreement in the Public Records of Osceola County, Florida at TOHO's expense. With regard to property located within the boundaries of the BTCDD, KPCDD, and EWCDD, said recordation shall be for informational purposes only and it is understood and intended that it shall not constitute a cloud or encumbrance on any portion of that property.

31. **Severability.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by BTCDD and the Non-Constructing Owners that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of BTCDD and the Non-Constructing Owners shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

32. **Approvals.** Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly conducted and resolved. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably conditioned, delayed or withheld.

33. **Further Assurances.** TOHO, BTCDD, and the Non-Constructing Owners agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of this Agreement and the transactions contemplated herein. No such joinder by the Non-Constructing Owners shall be required in order to effectuate any subsequent amendment or modification to this Agreement, unless such amendment or modification materially affects Non-Constructing Owners' liabilities or obligations described hereunder.

34. **Headings.** The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

35. **Time.** Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday for which national banks with offices in Osceola County, Florida are not open for business, such time for performance shall be extended to the next business day.

36. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by TOHO, BTCDD, and the Non-Constructing Owners.

37. **Term.** This Agreement shall remain in effect for five (5) years following the Effective Date or until completion of the Phase 1 Utility Project, whichever shall occur earlier. The Agreement shall automatically expire without the need for filing a notice of termination.

38. **Employment Eligibility Verification (E-VERIFY).** Pursuant to Florida Statutes, Section 448.095, the Construction Contractor shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Construction Contractor shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the Construction Contractor stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Construction Contractor must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event that Toho incurs costs as a result of the Construction Contractor's breach of this provision, any and all such costs shall be paid by the Construction Contractor immediately upon receipt of notice of the same from Toho. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

39. **Human Trafficking Affidavit.** Whaley and Hawk hereby represent, warrant, and certify that they did not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and have provided the affidavit attached hereto as **Exhibit “H”** to TOHO.

40. **Releases.** Upon (i) the completion of construction, and (ii) acceptance of the Phase 1 Utility Project by TOHO, a memorandum releasing any further obligations, except as to warranties, in the form attached hereto as **Exhibit “I”** shall be executed by TOHO and recorded in the Public Records of Osceola County, Florida.

[THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGES

(SEAL)

**TOHOPEKALIGA WATER
AUTHORITY**, an independent special
district established and created pursuant
to Chapter 189, Florida Statutes, by special
act of the Florida Legislature

By: 
Henry Thacker, Chairman
Board of Supervisors

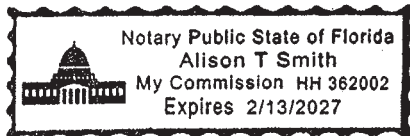
Date: 8/20/2025

ATTEST:

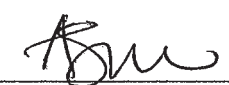

Tom White, Secretary
Board of Supervisors

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before this by ☒ physical presence or ☐ online
notarization this 20 day of AUGUST, 2025 by Henry Thacker, as Chairman of the
Tohopekaliga Water Authority Board of Supervisors, an independent special district established
and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, on
behalf of the district. He/She ☒ is personally known to me or ☐ has produced _____
as identification.



[NOTARY SEAL]


Signatures of Notary Public

ALISON T SMITH
Notary Name Typed, Printed or Stamped
My Commission No.: HH 362002
My Commission Expires: 2/13/2027

Toho project number:

Signed, sealed and delivered
in the presence of:

By: Brandy Hermosillo
Name: Brandy Hermosillo
Address: 1500 Cordova Rd #203
Ft Lauderdale, FL 33316

By: Brianna Vento
Name: Brianna Vento
Address: 1500 Cordova Rd #203
Ft. Lauderdale FL 33316

"BTCDD"

**BELLA TARA COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
Community Development District, created
pursuant to Chapter 190, Florida Statutes

By: [Signature]

Name: ERNESTO MITSOMASU

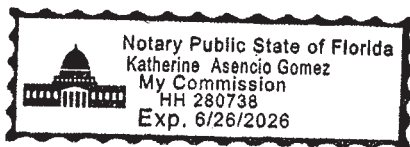
Title: CHAIRMAN

Date: 7/17/2025

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of (☒) physical
presence or (☐) online notarization this 17 day of July, 2025 by
Ernesto Mitsomasu, as Chairman of Bella Tara Community
Development District, a Florida Community Development District, created pursuant to Chapter
190, Florida Statutes, on behalf of the District, who is (☒) personally known to me or (☐)
who produced _____ as identification.

(Notary stamp/seal)



[Signature]
Notary Public
My Commission Number: HH 280738
My Commission Expires: 6/26/2026

Signed, sealed and delivered
in the presence of:

By: [Signature]
Name: DALTON KIDD
Address: 2502 N Rocky Point Dr,
STE 1050, TAMPA, FL 33607

By: [Signature]
Name: Emily Dubel
Address: 2502 N Rocky Point Dr.
STE 1050, Tampa, FL 33607

“KPCDD”

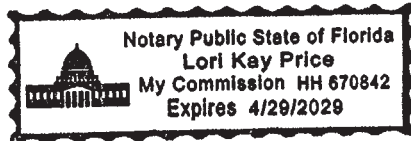
**KISSIMMEE PARK COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
Community Development District, created
pursuant to Chapter 190, Florida Statutes

By: [Signature]
Name: Michael Lawson
Title: Chairman
Date: 7/25/25

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization this 25th day of July, 2025 by
Michael Lawson, as Chairman of Kissimmee Park Community
Development District, a Florida Community Development District, created pursuant to Chapter
190, Florida Statutes, on behalf of the District, who is ☒ personally known to me or ☐
who produced _____ as identification.

(Notary stamp/seal)



[Signature]
Notary Public
My Commission Number: HH 670842
My Commission Expires: 4/29/29

Signed, sealed and delivered
in the presence of:

By: Ki K
Name: Kevin Kramer
Address: 4179B New Broad St
Orlando 32814

By: Eric Lwoir
Name: Eric Lwoir
Address: 4798 New Broad St
Orlando 32814

“EWCDD”

**EDGEWATER WEST COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
Community Development District, created
pursuant to Chapter 190, Florida Statutes

By: Ku

Name: Kevin Mays

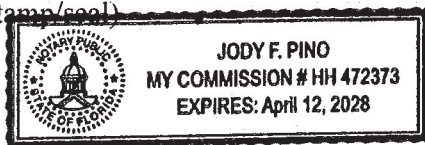
Title: Vice Chair

Date: 7/24/25

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of (☒) physical
presence or (☐) online notarization this 24th day of July, 2025 by
Kevin Mays, as Vice Chair of Edgewater West Community
Development District, a Florida Community Development District, created pursuant to Chapter
190, Florida Statutes, on behalf of the District, who is (☒) personally known to me or (☐)
who produced _____ as identification.

(Notary stamp/seal)



[Signature]

Notary Public

My Commission Number: HH 472373

My Commission Expires: 4/12/2028

Signed, sealed and delivered
in the presence of:

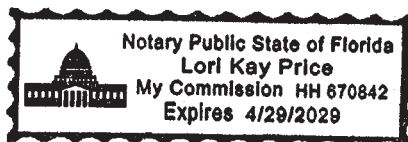
By: *[Signature]*
Name: DALTON KIDD
Address: 2502 N Rocky Point Dr,
STE 1050, TAMPA, FL 33607

By: *[Signature]*
Name: Emily Dubel
Address: 2502 N. Rocky Point Dr.
Ste 1050, Tampa, FL 33607

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization this 25th day of July, 2025 by John Ryan, as Manager of Hawk Platt, LLC, a Delaware limited liability company, on behalf of the company, who is (☒) personally known to me or (☐) who produced _____ as identification.

(Notary stamp/seal)



"Hawk"

HAWK PLATT, LLC, a Delaware limited liability company

By: *[Signature]*
Name: John Ryan
Title: Manager
Date: 7/25/25

[Signature]
Notary Public

My Commission Number: HH670842
My Commission Expires: 4/29/29

Signed, sealed and delivered
in the presence of:

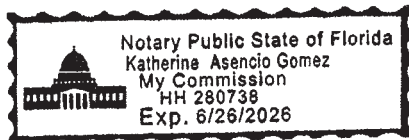
By: Brandy Hermosillo
Name: Brandy Hermosillo
Address: 1500 Cordova Rd #203
Ft. Lauderdale, FL 33316

By: Brianna Vento
Name: Brianna Vento
Address: 1500 Cordova Rd #203
Ft. Lauderdale FL 33316

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of (☒) physical
presence or () online notarization this 17 day of July, 2025 by
Craig Perry, as manager of Whaley Farms, LLC, a Florida limited
liability company, on behalf of the company, who is (☒) personally known to me or () who
produced _____ as identification.

(Notary stamp/seal)



"Whaley"

WHALEY FARMS, LLC, a Florida limited
liability company

By: [Signature]

Name: CRAG PERRY

Title: MANAGER

Date: JULY 17, 2025

[Signature]
Notary Public

My Commission Number: HH 280738

My Commission Expires: 6/26/2026

EXHIBIT B
LEGAL DESCRIPTIONS OF THE PROPERTY/IES

Exhibit B Legal Description of EWCD Boundary

Parcel ID Nos

19-26-30-4950-0001-0150
20-26-30-4950-0001-0240
24-26-29-3670-0004-0010
24-26-29-3670-0008-0010
24-26-29-3670-0010-0150
24-26-29-3670-0016-0120
24-26-29-3670-0017-0010
24-26-29-3670-0017-0020
24-26-29-3670-0018-0010
24-26-29-3670-0018-0020
24-26-29-3670-0018-0090
24-26-29-3670-0021-0020
24-26-29-3670-0022-0020
20-26-30-4950-0001-0490
20-26-30-4950-0001-0500
20-26-30-4950-0001-0510
20-26-30-4950-0001-0642
20-26-30-4950-0001-0522

A portion of Kissimmee Park, as recorded in Plat Book 1, Page 41 and Seminole Land and Investment Company's Subdivision of Section 19, Township 26 South, Range 30 East, recorded in Plat Book B, Page 56 and Seminole Land and Investment Company's Subdivision of Section 20, Township 26 South, Range 30 East, recorded in Plat Book B, Page 7, Public Records of Osceola County, Florida, all lying in Sections 18, 19 and 20, Township 26 South, Range 30 East and Sections 13 and 24, Township 26 South, Range 29 East, and being more particularly described as follows:

COMMENCE at the Southwest corner of Section 19, Township 26 South, Range 30 East; thence run N 89°56'31" E along the South line of said Section 19, a distance of 2053.97 feet; thence departing said South line, run N 00°03'30" W, a distance of 15.43 feet to the POINT OF BEGINNING; thence N 00°10'21" W, a distance of 654.24 feet; thence S 89°56'31" W, a distance of 660.04 feet; thence N 00°10'21" W, a distance of 327.12 feet; thence N 89°56'31" E, a distance of 660.04 feet; thence N 00°10'21" W, a distance of 327.12 feet; thence S 89°56'31" W, a distance of 710.04 feet; thence S 00°10'21" E, a distance of 327.12 feet; thence S 89°56'31" W, a distance of 659.48 feet; thence S 00°10'26" E, a distance of 327.12 feet; thence S 89°56'31" W, a distance of 659.48 feet; thence N 00°10'21" W, a distance of 654.24 feet; thence N 89°52'09" W, a distance of 713.23 feet; thence N 00°18'39" W, a distance of 1358.50 feet; thence N 89°57'52" W, a distance of 1370.09 feet; thence N 00°18'41" W, a distance of 1308.50 feet; thence N 89°53'26" W, a distance of 1213.78 feet to a point on the Easterly Right-of-way of Cherokee Road, thence run along said Easterly Right-of-way line the following two (2) courses: 1) N 13°30'44" E, a distance of 2389.66 feet; 2) N 00°04'33" W, a distance of 23.23 feet; thence departing said Easterly Right-of-way line, run N 89°58'34" E, a distance of 330.02 feet; thence N 00°04'33" W, a distance of 990.06 feet; thence N 89°58'34" E, a distance of 1014.38 feet; thence N 00°05'19" W, a distance of 330.16 feet; thence S 89°58'13" W, a distance of 685.04 feet; thence N 00°02'05" W, a distance of 1370.08 feet; thence N 89°58'13" E, a

Exhibit B Legal Description of EWCDD Boundary

distance of 2056.54 feet; thence N 89°58'13" E, a distance of 683.81 feet; thence S 00°00'13" E, a distance of 650.57 feet; thence S 62°53'31" E, a distance of 744.27 feet; thence S 43°37'13" E, a distance of 69.04 feet; thence S 34°02'25" E, a distance of 2363.64 feet; thence N 89°31'31" E, a distance of 140.26 feet; thence S 13°56'04" E, a distance of 678.68 feet; thence S 34°21'49" E, a distance of 1701.52 feet; thence N 00°05'07" W, a distance of 872.96 feet; thence N 78°00'00" E, a distance of 788.74 feet; thence N 89°43'54" E, a distance of 510.83 feet; thence S 00°05'07" E, a distance of 333.24 feet; thence S 89°38'46" E, a distance of 680.26 feet; thence S 00°06'03" E, a distance of 998.12 feet; thence S 89°52'25" E, a distance of 642.02 feet; thence S 00°05'09" E, a distance of 663.76 feet; thence N 89°56'10" E, a distance of 1355.03 feet; thence N 00°05'11" W, a distance of 329.78 feet; thence S 89°30'15" E, a distance of 2608.72 feet; thence S 00°15'17" E, a distance of 3285.66 feet; thence S 89°53'22" W, a distance of 643.93 feet; thence N 00°12'45" W, a distance of 310.03 feet; thence S 89°51'52" W, a distance of 663.71 feet; thence N 00°10'13" W, a distance of 995.18 feet; thence N 89°57'29" W, a distance of 662.98 feet; thence S 00°07'41" E, a distance of 331.67 feet; thence N 89°59'46" W, a distance of 645.72 feet; thence N 00°05'11" W, a distance of 343.76 feet; thence S 43°56'33" W, a distance of 50.02 feet; thence S 61°04'54" W, a distance of 369.91 feet; thence S 77°39'58" W, a distance of 305.54 feet; thence S 61°41'00" W, a distance of 341.57 feet; thence S 60°58'49" W, a distance of 342.23 feet; thence S 70°34'31" W, a distance of 424.01 feet; thence S 00°06'49" E, a distance of 574.24 feet; thence S 89°55'29" W, a distance of 199.94 feet; thence N 00°08'28" W, a distance of 584.21 feet; thence N 81°52'57" W, a distance of 404.44 feet; thence N 75°26'08" W, a distance of 412.52 feet; thence N 00°05'07" W, a distance of 569.07 feet; thence S 89°49'59" W, a distance of 1320.08 feet; thence S 00°04'42" E, a distance of 769.80 feet; thence N 90°00'00" W, a distance of 1187.41 feet; thence S 00°10'21" E, a distance of 547.78 feet; thence S 89°49'39" W, a distance of 709.97 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

Lot 33 of Seminole Land and Investment Company's Subdivision of Section 19, Township 26 South, Range 30 East, recorded in Plat Book B, Page 56, lying in Section 19, Township 26 South, Range 30 East, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 19, Township 26 South, Range 30 East; thence run S 00°05'07" E along the East line of said Section 19, a distance of 1335.39 feet to the POINT OF BEGINNING; thence continue along said East line, S 00°05'07" E, a distance of 333.85 feet; thence departing said East line, run S 89°43'54" W, a distance of 660.04 feet; thence N 00°05'07" W, a distance of 333.85 feet; thence N 89°43'54" E, a distance of 660.04 feet to the POINT OF BEGINNING.

Containing 5.059 acres, more or less.

Containing a total of 1,378.542 acres, more or less.

Exhibit B Legal Description of Hawk Boundary

Parcel ID Nos

29-26-30-0000-0050-0000

29-26-30-4950-0001-0050

30-26-30-0000-0013-0000

30-26-30-0000-0015-0000

30-26-30-0000-0070-0000

30-26-30-0000-0141-0000

30-26-30-0000-0142-0000

31-26-30-0000-0010-0000

Parcel 1 - (29-26-30-0000-0050-0000)

North one-half(N. 1/2) of Southwest one-quarter (S.W. 1/4), LESS R/W, and the Southwest one-quarter (S.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of Section 29, Township 26 South, Range 30 East, all lying and being in Osceola County, Florida.

Parcel 2 - (29-26-30-4950-0001-0050)

Lots 5-12 (inclusive), Lots 21-28 (inclusive), Lot 38, Lots 39-44 (inclusive), and Lots 53-60 (inclusive), all in SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 29, Township 26 South, Range 30 East, according to the map or plat thereof recorded in Plat Book B, Page 16, Public Records of Osceola County, Florida.

Parcel 3 - (30-26-30-0000-0013-0000)

The South 1/2 (S. 1/2) of the Southwest 1/4 (S.W. 1/4) of the Northwest 1/4 (N.W. 1/4) of the Southwest 1/4 (S.W. 1/4) of Section 30, Township 26 South, Range 30 East, Osceola County, Florida.

Parcel 4 - (30-26-30-0000-0015-0000)

Tract 1:

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 26 South, Range 30 East, Osceola County, Florida.

Tract 2:

The East Half of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 26 South, Range 30 East, Osceola County, Florida.

AND

The Southeast 1/4 of the Southwest 1/4 of Section 30, Township 26 South, Range 30 East, LESS that portion lying within the following description:

From the Northeast corner of the Southwest 1/4 of Section 30, Township 26 South, Range 30 East, Osceola County, Florida, run South, along the East line of said Southwest 1/4, 762.72 feet to the Point of Beginning; run thence South 89° 48' 05" West 662.77 feet to the West line of the East 1/4 of the Southwest 1/4; run thence South 00° 02' 18" West along said West line 700.0 feet, run thence

Exhibit B Legal Description of Hawk Boundary

89° 48' 05" East 663.30 feet to the East line of said Southwest 1/4; run thence North, 700.00 feet to the Point of Beginning.

Parcel 6 - (30-26-30-0000-0070-0000)

Tract 1:

The East 1/2 of Section 30, Township 26 South, Range 30 East, Osceola County, Florida; LESS beginning 800 feet East of the Southwest corner of the Northeast 1/4, run South 966.3 feet, East 380 feet, North 1145.3 feet, West 380 feet, South 180 feet to the Point of Beginning; AND LESS the South 1/2 of the Southeast 1/4.

AND

Tract 2:

The Southeast 1/4 of the Northwest 1/4 of Section 30, Township 26 South, Range 30 East, Osceola County, Florida, LESS the East 25 feet thereof.

AND

Tract 3:

The Northwest 1/4 of Northeast 1/4 of Southwest 1/4 of Section 30, Township 26 South, Range 30 East, Osceola County, Florida; LESS that part thereof described as follows: From the Northwest corner of the Southwest 1/4 of said Section 30, run North 89° 54' 54" East, along the North line of said Southwest 1/4, 1310.31 feet to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section; run thence South 00° 03' 58" West along the East line of the Northwest 1/4 of the Southwest 1/4, 658.85 feet to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4, said point being the Point of Beginning; run thence North 89° 42' 07" East along the South line of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4, 651.26 feet to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; run thence North 00° 12' 37" East along the East line of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 80.0 feet; run thence South 85° 18' 56" West, 653.70 feet to the East line of the Northwest 1/4 of the Southwest 1/4; run thence South 00° 03' 58" West along said East line, 30.0 feet to the Point of Beginning.

AND

Tract 4:

The East 1/2 of the Northeast 1/4 of the Southwest 1/4; LESS that part thereof lying within the following description: From the Northeast corner of the Southwest 1/4 of said Section 30, run South along the East line of said Southwest 1/4, 762.72 feet to the Point of Beginning; run thence South 89° 48' 05" West 662.77 feet to the West line of the East 1/2 of the Southwest 1/4; run thence South 00° 02' 18" West along said West line, 700.0 feet; run thence North 89° 48' 05" East, 663.30 feet, to the East line of said Southwest 1/4; run thence North 700.0 feet to the Point of Beginning.

LESS OUT

A parcel of land being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 26 South, Range 30 East, and being more particularly described as follows:

Exhibit B Legal Description of Hawk Boundary

Commence at the Northeast corner of the Southwest 1/4 of said Section 30; thence S89°50'59"W, along the North line of the Southwest 1/4 of said Section 30, a distance of 25.00 feet to the West Right of Way line of Cecil Whaley Road; thence departing said North line, run N00°06'55"E, along said West Right of Way line, a distance of 538.57 feet to the Point of Beginning; thence continue N00°06'55"E, along said West Right of Way line, a distance of 247.49 feet; thence departing said West Right of Way line, run S87°26'45"W, a distance of 455.41 feet; thence S01°06'54"E, a distance of 256.31 feet; thence S89°53'05"E, a distance of 51.89 feet; thence N71°02'33"E, a distance of 109.45 feet; thence S88°45'18"E, a distance of 294.14 feet to the Point of Beginning.

Parcel 6A (Homestead Site)

A parcel of land being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 26 South, Range 30 East, and being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of said Section 30; thence S89°50'59"W, along the North line of the Southwest 1/4 of said Section 30, a distance of 25.00 feet to the West Right of Way line of Cecil Whaley Road; thence departing said North line, run N00°06'55"E, along said West Right of Way line, a distance of 538.57 feet to the Point of Beginning; thence continue N00°06'55"E, along said West Right of Way line, a distance of 247.49 feet; thence departing said West Right of Way line, run S87°26'45"W, a distance of 455.41 feet; thence S01°06'54"E, a distance of 256.31 feet; thence S89°53'05"E, a distance of 51.89 feet; thence N71°02'33"E, a distance of 109.45 feet; thence S88°45'18"E, a distance of 294.14 feet to the Point of Beginning.

Parcel 7 - (30-26-30-0000-0141-0000)

The East 330 ft. of the South 660 ft. of Section 30, Township 26 South, Range 30 East, Osceola County, Florida.

Parcel 8 - (30-26-30-0000-0142-0000)

The Southwest one-quarter (S.W. 1/4) of the Southeast one quarter (S.E. 1/4), Section 30, Township 26 South, Range 30 East, Osceola County, Florida.

Parcel 9 - (31-26-30-0000-0010-0000)

All of Fractional Section 31, Township 26 South, Range 30 East, Osceola County, Florida.

Exhibit B Legal Description of Hawk Boundary

AS-SURVEYED LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 29, 30 and 31, Township 26 South, Range 30 East, Osceola County, Florida; and Lots 5-12 (inclusive), Lots 21-28 (inclusive), Lot 38, Lots 39-44 (inclusive) and Lots 53-60 (inclusive), all in SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 29, Township 26 South, Range 30 East, according to the map or plat thereof recorded in Plat Book B, Page 16, Public Records of Osceola County, Florida; and being more particularly described as follows:

Commence at the Northeast corner of Section 30, Township 26 South, Range 30 East; thence departing said Northeast corner, run S00°11'31"E, along the East line of said Section 30, a distance of 30.00 feet to a point on the South Right of Way line of Kissimmee Park Road said point also being the Point of Beginning; thence departing said East line, run N89°53'39"E, along said South Right of Way line, a distance of 2,607.04 feet to the West Right of Way line of Lake Tohopekaliga Road; thence departing said South Right of Way line, run S00°04'42"E, along said West Right of Way line, a distance of 1,291.69 feet to a point on the North line of Lot 37 of said SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION; thence departing said West Right of Way line, run S89°53'45"W, along the North line of said Lot 37, a distance of 626.37 feet to the Northwest corner of said Lot 37; thence departing said North line, run S00°11'10"E, a distance of 330.28 feet to the Southwest corner of said Lot 37; thence N89°54'35"E, along the South line of said Lot 37, a distance of 625.75 feet to a point on the West Right of Way line of Lake Tohopekaliga Road; thence departing the South line of said Lot 37, run S00°04'42"E, along said West Right of Way line, a distance of 990.36 feet to a point on the North line of the Southwest 1/4 of Section 29, Township 26 South, Range 30 East; thence continue S00°04'42"E, along said West Right of Way line, a distance of 1,321.24 feet to a point on the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 29; thence departing said West Right of Way line, run S89°53'13"W, along said North line, a distance of 1,283.11 feet to the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 29; thence S00°08'07"E, along the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 29, a distance of 1,321.30 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 29; thence departing said West line, run S89°53'05"W, along the South line of said Section 29, a distance of 1,314.80 feet to the Southwest corner of said Section 29; thence S00°26'30"W, along the East line of Section 31, Township 26 South, Range 30 East, a distance of 1,113.19 feet to a point on the North line of the Ordinary High Water Line; thence meander Northwesterly (closure line being N76°30'04"W, a distance of 5,420.82 feet) along said Ordinary High Water line to a point on the West line of Section 30, Township 26 South, Range 30 East, said point being S00°05'52"E, a distance of 5127.52 feet from the Northwest corner of said Section 30; thence departing said Ordinary High Water Line, run N00°05'52"W, along the West line of said Section 30, a distance of 1,163.34 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 30; thence continue N00°05'52"W, along said West line, a distance of 330.23 feet; thence departing said West line, run N89°44'20"E, a distance of 655.48 feet; thence S00°06'59"E, a distance of 329.80 feet; thence N89°42'06"E, a distance of 1,301.42 feet; thence S00°11'12"W, a distance of 144.12 feet; thence N89°56'59"E, a distance of 663.30 feet to a point on the East line of the Southwest 1/4 of said Section 30; thence

Exhibit B Legal Description of Hawk Boundary

N00°08'36"E, along said East line, a distance of 700.00 feet; thence departing said East line, run S89°56'59"W, a distance of 662.77 feet; thence N00°11'12"E, a distance of 183.18 feet; thence S85°15'40"W, a distance of 653.70 feet; thence N00°00'42"E, a distance of 628.85 feet to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 30; thence N00°00'19"E, a distance of 1,320.95 feet to the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 30; thence N89°54'23"E, along the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 30, a distance of 1,287.65 feet to the West Right of Way line of Cecil Whaley Road; thence departing said North line, run S00°06'55"W, along said West Right of Way line, a distance of 1,319.69 feet; thence departing said West Right of Way line, run N89°50'59"E, a distance of 25.00 feet to the East Right of Way line of Cecil Whaley Road; thence N00°06'55"E, along said East Right of Way line, a distance of 1,319.66 feet to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 30; thence continue N00°06'55"E, a distance of 1,289.65 feet to the South Right of Way line of Kissimmee Park Road; thence N89°56'04"E, along said South Right of Way line, a distance of 2,640.60 feet to the Point of Beginning.

Less the following description as described in Official Records Book 6137, Page IO17, as recorded in the Public Records of Osceola County, Florida:

Beginning at a point 800.0 feet East of the Southwest corner of the Northeast ¼ of Section 30, Township 26 South, Range 30 East, Public Records, Osceola County, Florida, said point being on the South line of said Northeast ¼; run thence South, parallel to the West line of the Southeast ¼ of said Section 30, 966.3 feet, run thence East, parallel to the North line of said Southeast ¼, 380.0 feet; run thence North, 1146.3 feet; run thence West, 380.0 feet; run thence South, 180.0 feet to the Point of Beginning.

Also Less and Except Parcel 5 - (30-26-30-0000-0055-0000)- as to a undivided 1/2 interest only: The Southeast one-quarter (S.E. 1/4) of the Southeast one-quarter (S.E. 1/4) of Section 30, Township 26 South, Range 30 East, Less the East 330 feet of the South 660 feet thereof in Osceola County, Florida.

Exhibit B Legal Description of Whaley Boundary

Parcel ID Nos

28-26-30-4950-0001-0080
29-26-30-0000-0010-0000
29-26-30-0000-0020-0000
29-26-30-0000-0030-0000
29-26-30-4950-0001-0010
32-26-30-0000-0010-0000
32-26-30-0000-0015-0000
32-26-30-0000-0020-0000
32-26-30-4950-0001-0010
32-26-30-4950-0001-0340
33-26-30-4950-0001-0060

EAST PARCEL

A parcel of land being all of Lots 49, 64, 65, 80, 81, 96, 97, and 112, a portion of Lots 1, 16, 17, 32, 33, 48, 47, 50, 63, 66, 79, 82, 95, 98, 111, 113, 114, and 128, and portions of platted right of way, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION of Section 29, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 16, of the Public Records of Osceola County, Florida; A parcel of land being all of Lots 8, 9, 24, 25, 40, 41, 56, 57, 72, 73, 88, 89, 104, 105, 120, and 121 and portions of platted right of way, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION of Section 28, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 15, of the Public Records of Osceola County, Florida; A portion of Lot 1 and portions of platted right of way, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION of Section 32, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 57, of the Public Records of Osceola County, Florida; and A portion of Lot 6 and portions of platted right of way, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION of Section 33, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 17, of the Public Records of Osceola County, Florida; all being more particularly described as:

COMMENCE at the North 1/4 corner of Section 29, Township 26 South, Range 30 East, Osceola County, Florida; thence N89°53'22"E along the North line of the Northeast 1/4 of said Section 29, a distance of 2655.55 feet to the Northeast corner of said Section 29, run S00°03'46"E along the East line of the Northeast 1/4 of said Section 29, a distance of 33.00 feet to a point on the South right of way line of Kissimmee Park Road, said point being the **POINT OF BEGINNING**; thence S89°54'14"E along said South right of way line, a distance of

Exhibit B Legal Description of Whaley Boundary

660.31 feet; thence departing said South right of way line, run S00°03'12"E, a distance of 5,257.63 feet; thence S00°27'33"E, a distance of 302.57 feet; thence S89°10'59"W, a distance of 98.35 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 1,204.00 feet, a chord bearing of N62°32'27"W, a chord length of 1,140.72 feet; thence Northwesterly along the arc of said curve through a central angle of 56°33'07", an arc length of 1,188.37 feet to a tangent line; thence N34°15'54"W, a distance of 1,001.89 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 774.00 feet, a chord bearing of N18°38'13"W, a chord length of 417.02 feet; thence Northerly along the arc of said curve through a central angle of 31°15'22", an arc length of 422.23 feet to a compound curve concave Southeasterly, having a radius of 70.00 feet, a chord bearing of N22°56'52"E, a chord length of 61.28 feet; thence Northeasterly along the arc of said curve through a central angle of 51°54'47", an arc length of 63.42 feet to a reverse curve concave Westerly, having a radius of 108.00 feet, a chord bearing of N02°17'19"E, a chord length of 156.98 feet; thence Northerly along the arc of said curve through a central angle of 93°13'52", an arc length of 175.74 feet to a reverse curve concave Northeasterly, having a radius of 110.00 feet, a chord bearing of N22°10'23"W, a chord length of 82.96 feet; thence Northwesterly along the arc of said curve through a central angle of 44°18'28", an arc length of 85.07 feet to a tangent line; thence N00°01'09"W, a distance of 78.23 feet; thence N00°00'00"E, a distance of 103.37 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 1,197.00 feet, a chord bearing of N10°39'46"E, a chord length of 442.96 feet; thence Northerly along the arc of said curve through a central angle of 21°19'32", an arc length of 445.52 feet to a tangent line; thence N21°19'32"E, a distance of 1,173.67 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 1,346.00 feet, a chord bearing of N10°34'09"E, a chord length of 502.41 feet; thence Northerly along the arc of said curve through a central angle of 21°30'45", an arc length of 505.37 feet to a tangent line; thence N00°11'13"W, a distance of 64.12 feet; thence N01°22'19"W, a distance of 62.86 feet; thence N00°11'13"W, a distance of 244.10 feet; thence N06°20'59"E, a distance of 96.63 feet; thence N00°11'13"W, a distance of 851.20 feet to the South right of way line of Kissimmee Park Road; thence N89°53'22"E along said South right of way line, a distance of 535.12 feet to the **POINT OF BEGINNING**.

Containing 177.359 Acres (7,725,746 Square Feet), more or less.

AND

WEST PARCEL

A parcel of land lying in Sections 29, 32, and 33, Township 26 South, Range 30 East being All of Lots 2, 15, 18, 31, 35, 46, 51, 61, 62, and 127, A portion of Lots 34, 47, 50, 63, 66, 79, 82, 95, 98, 111, and 114, and portions of platted right of way, THE SEMINOLE LAND AND

Exhibit B Legal Description of Whaley Boundary

INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION of Section 29, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 16, of the Public Records of Osceola County, Florida; AND All of Lots 2, 15, 16, 17, 18, 31, 32, 33, 34, 47, 48, 49, 50, 63, 64, 65, 66, 79, 80, 81, 82, 95, 96, 97, 112, A portion of Lot 1, and portions of platted right of way, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION of Section 32, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 57, of the Public Records of Osceola County, Florida; AND All of Lots 18, 19, 30, 31, 42, 43, 56, 57, a portion of Lots 6, 7, 72, 73, and 84, and portions of platted right of way, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION of Section 33, Township 26 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 17, of the Public Records of Osceola County, Florida; AND The Northwest 1/4 of the Northeast 1/4 of Section 29, Township 26 South, Range 30 East, Osceola County, Florida; AND The Southwest 1/4 of the Southeast 1/4 of Section 29, Township 26 South, Range 30 East, Osceola County, Florida; AND The Northwest 1/4 of the Northeast 1/4 of Section 32, Township 26 South, Range 30 East, Osceola County, Florida; AND Government Lot 3, lying in Section 32, Township 26 South, Range 30 East Osceola County, Florida, less and except the existing right-of-way for Kissimmee Park Road and Lake Tohopekaliga Road, all being more particularly described as:

COMMENCE at the North 1/4 corner of the of Section 29, Township 26 South, Range 30 East; thence S00°04'39"E, along the West line of the Northeast 1/4 of said Section 29, a distance of 33.00 feet; thence departing said West line, run N89°53'22"E, a distance of 33.00 feet to a point on the South right of way line of Kissimmee Park Road, said point being the **POINT OF BEGINNING**; thence N89°53'22"E along said South right of way line, a distance of 1,977.43 feet; thence departing said South right of way line, run S00°11'13"E, a distance of 1,234.42 feet; thence N89°53'22"E, a distance of 6.30 feet; thence S00°11'13"E, a distance of 83.98 feet to the beginning of a tangent curve concave Westerly, having a radius of 1,252.00 feet, a chord bearing of S10°34'09"W, a chord length of 467.32 feet; thence run Southerly along the arc of said curve through a central angle of 21°30'45", an arc length of 470.08 feet to a tangent line; thence S21°19'32"W, a distance of 1,173.67 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 1,291.00 feet, a chord bearing of S10°39'46"W, a chord length of 477.74 feet; thence run Westerly along the arc of said curve through a central angle of 21°19'32", an arc length of 480.51 feet to a tangent line; thence S00°00'00"E, a distance of 103.40 feet; thence S00°01'09"E, a distance of 95.50 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 68.00 feet, a chord bearing of S24°35'14"W, a chord length of 56.63 feet; thence run Southerly along the arc of said curve through a central angle of 49°12'46", an arc length of 58.41 feet to the beginning of a reverse

Exhibit B Legal Description of Whaley Boundary

curve concave Southeasterly, having a radius of 122.21 feet, a chord bearing of S47°30'20"W, a chord length of 7.20 feet; thence run Southwesterly along the arc of said curve through a central angle of 3°22'33", an arc length of 7.20 feet to a reverse curve concave Northwesterly, having a radius of 108.00 feet, a chord bearing of S67°45'29"W, a chord length of 81.49 feet; thence run Southwesterly along the arc of said curve through a central angle of 44°19'43", an arc length of 83.56 feet to a non-tangent line; thence S00°04'39"E, a distance of 96.00 feet; thence N89°55'21"E, a distance of 17.26 feet to the beginning of a tangent curve concave Southerly, having a radius of 68.00 feet, a chord bearing of S65°24'43"E, a chord length of 56.76 feet; thence run Easterly along the arc of said curve through a central angle of 49°19'52", an arc length of 58.55 feet to the beginning of a reverse curve concave Northeasterly, having a radius of 110.00 feet, a chord bearing of S42°50'33"E, a chord length of 8.05 feet; thence run Southeasterly along the arc of said curve through a central angle of 4°11'33", an arc length of 8.05 feet to the beginning of a reverse curve concave Southwesterly, having a radius of 108.00 feet, a chord bearing of S24°08'15"E, a chord length of 76.71 feet; thence run Southeasterly along the arc of said curve through a central angle of 41°36'11", an arc length of 78.42 feet to the beginning of a reverse curve concave Northeasterly, having a radius of 868.00 feet, a chord bearing of S18°48'01"E, a chord length of 462.89 feet; thence run Southeasterly along the arc of said curve through a central angle of 30°55'44", an arc length of 468.56 feet to a tangent line; thence S34°15'54"E, a distance of 1,001.89 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 1,298.00 feet, a chord bearing of S62°32'27"E, a chord length of 1,229.78 feet; thence run Southeasterly along the arc of said curve through a central angle of 56°33'07", an arc length of 1,281.15 feet to tangent line; thence N89°10'59"E, a distance of 97.76 feet; thence S00°27'33"E, a distance of 2,253.80 feet; thence S00°26'41"E, a distance of 782.21 feet; thence S41°15'09"W, a distance of 378.46 feet; thence S14°38'20"W, a distance of 603.65 feet; thence S89°53'19"W, a distance of 271.00 feet; thence S00°26'41"E, a distance of 415.98 feet, more or less, to the regulated high water line of Lake Tohopekaliga; thence meandering along said regulated high water line in a Northwesterly direction (closure line bearing is N45°56'42"W, a distance of 3,632.60 feet) to a point on the East right of way line of Lake Tohopekaliga Road, adjacent to Whaley's Public Boat Ramp a 150 foot section of right of way shown on Florida Department of Transportation Right of Way Map Section No. 9255-153; thence departing said regulated high water line run, Northerly along on the East right of way line of said Lake Tohopekaliga Road the following Four (4) courses: N00°22'52"E, a distance of 50.43 feet; thence N89°37'08"W, a distance of 42.00 feet; N00°22'52"E, a distance of 2142.77 feet to the North line of said Section 32; thence continue N00°04'39"W, a distance of 3,094.22 feet; thence departing said East right of way line, run N89°50'35"E, a distance of 192.75 feet; thence N00°02'34"W, a distance of 208.66 feet; thence N89°56'00"E, a distance of 437.94 feet; thence N00°04'25"W, a distance of 660.27 feet;

Exhibit B Legal Description of Whaley Boundary

thence S89°53'44"W, a distance of 630.86 feet to a point on aforesaid East right of way line of Lake Tohopekaliga Road; thence N00°04'39"W along said East right of way line, a distance of 1,288.84 feet to the aforesaid South right of way of Kissimmee Park Road and **POINT OF BEGINNING**.

Containing 461.433 Acres (20,100,004 Square Feet), more or less.

EXHIBIT C

KISSIMMEE PARK ROAD UTILITY IMPROVEMENTS DEPICTION

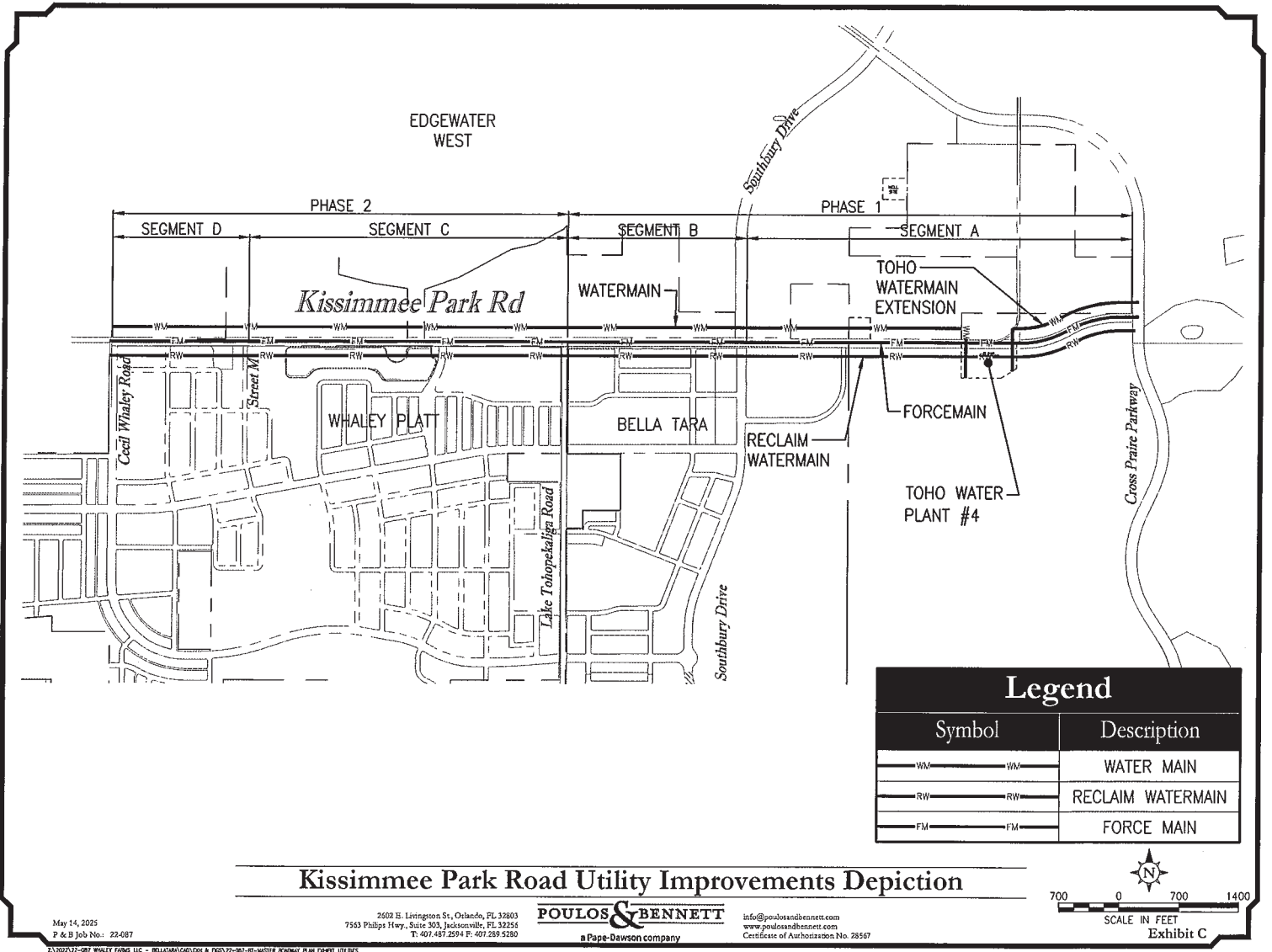


Exhibit D **Phase 1 Cost Sharing Summary**

Development Costs (DC)

System Design Charge Credits (SDCC)

Whaley

Cross-Prairie Parkway to Southbury - Seg A
Southbury to Lake Toho Road - Seg B

% of Total	Force Main	Water Main	Reclaim	Total	Soft Costs	Fees and Contingency	Total Costs at Toho Execution	Force Main	Water Main	Reclaim	Total
17.68%	\$ 261,126	\$ 302,054	\$ 292,386	\$ 855,566	\$ 75,327	\$ 160,628	\$ 1,091,521		\$ 63,094	\$ 112,943	\$ 176,037
4.42%		\$ 130,615	\$ 83,401	\$ 214,016	\$ 18,843	\$ 40,180	\$ 273,039		\$ 26,210	\$ 33,400	\$ 59,610

Cross-Prairie Parkway to Lake Toho Road

\$ 261,126	\$ 432,669	\$ 375,787	\$ 1,069,582	\$ 94,170	\$ 200,808	\$ 1,364,560	\$ -	\$ 89,304	\$ 146,344	\$ 235,647
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Hawk

Cross-Prairie Parkway to Southbury - Seg A
Southbury to Lake Toho Road - Seg B

29.56%	\$ 378,478	\$ 437,057	\$ 614,663	\$ 1,430,198	\$ 125,920	\$ 268,511	\$ 1,824,630		\$ 91,294	\$ 237,433	\$ 328,727
21.61%	\$ 254,580	\$ 392,451	\$ 398,472	\$ 1,045,504	\$ 92,050	\$ 196,287	\$ 1,333,842		\$ 78,751	\$ 159,580	\$ 238,331

Cross-Prairie Parkway to Lake Toho Road

\$ 633,059	\$ 829,508	\$ 1,013,135	\$ 2,475,702	\$ 217,971	\$ 464,799	\$ 3,158,472	\$ -	\$ 170,045	\$ 397,013	\$ 567,057
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EW CDD

Cross-Prairie Parkway to Southbury - Seg A
Southbury to Lake Toho Road - Seg B

16.64%	\$ 217,074	\$ 356,769	\$ 231,252	\$ 805,094	\$ 70,884	\$ 151,152	\$ 1,027,130		\$ 74,523	\$ 89,328	\$ 163,851
10.09%	\$ 106,705	\$ 259,818	\$ 121,585	\$ 488,108	\$ 42,975	\$ 91,640	\$ 622,723		\$ 52,136	\$ 48,692	\$ 100,828

Cross-Prairie Parkway to Lake Toho Road

\$ 323,779	\$ 616,587	\$ 352,837	\$ 1,293,203	\$ 113,859	\$ 242,791	\$ 1,649,853	\$ -	\$ 126,659	\$ 138,021	\$ 264,680
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Total Phase 1

\$ 1,217,964	\$ 1,878,764	\$ 1,741,759	\$ 4,838,487	\$ 426,000	\$ 908,398	\$ 6,172,885	\$ -	\$ 386,008	\$ 681,377	\$ 1,067,385
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Soft Costs

Legal Fees - Grey Robinson
Survey
Design and Permitting - HWA
Submittal and Review Fees
Soft Costs

\$ 200,000
\$ 50,000
\$ 151,000
\$ 25,000
\$ 426,000

Fees and Contingency

110% Performance & Payment Bond Calculated at 2.5% of Total DC of \$4,838,487 less SDCC of \$1,067,385
2 Year Maintenance Bond Calculated at 1% per Year of Total DC of \$4,838,487 less SDCC of \$1,067,385
Inspection Fees - Calculated at 2% of Total DC of \$4,838,487 less SDCC of \$1,067,385
Construction Administration & Close Out
Osceola County ROW and Inspection Fees
Contingency (10% of Construction Costs)
Fees and Contingency

\$ 103,705
\$ 75,422
\$ 75,422
\$ 120,000
\$ 50,000
\$ 483,849
\$ 908,398

TOHO Water Line Extension

	\$ 585,929		\$ 585,929	\$ 25,000	\$ 83,593	\$ 694,522				
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Soft Costs

Survey
Design and Permitting - HWA
Submittal and Review Fees - Waived
Soft Costs

\$ 25,000
\$ 25,000

Fees and Contingency

110% Performance and Payment Bond 2.5% - Waived
2 Year Maintenance Bond 1% per Year - Waived
Inspection Fees -Waived
Construction Administration & Close Out
Osceola County ROW and Inspection Fees
Contingency (10% of Construction Costs)
Fees and Contingency

\$ 20,000
\$ 5,000
\$ 58,593
\$ 83,593

Exhibit E-1
Forcemain Cost Share

Forcemain West of Cross-Prairie Parkway

Cross-Prairie Parkway to Southbury

Developer Required Main Size 16 inch
Toho Upsizing none

Segment A	Number	Units	Wastewater Flow Rate (gpd/unit)	Peak Hour Flow (gpd)	Peak Hour Flow per Development (gpd)	Percent of Total Demand	Construction Costs ("CC")	Toho Oversizing Credits
Whaley	1849	DUs	184	850,540	885,915	30.48%	\$ 261,126	\$ -
Whaley - School	1415	Students	10	35,375				
Hawk	2621	DUs	184	1,205,660	1,284,053	44.18%	\$ 378,478	\$ -
Hawk - Neighborhood Centers	300	people	4	3,000				
Hawk - Lagoon				56,268				
Hawk - School	765	Students	10	19,125				
EWCCD to KPR at Southbury	431	DUs	184	198,260	736,460	25.34%	\$ 217,074	\$ -
EWCCD to KPR at Cecil Whaley	1170	DUs	184	538,200				
Total				2,906,428	2,906,428	100.00%	\$ 856,678	\$ -

Southbury to Lake Toho Road

Developer Required Main Size 16 inch
Toho Upsizing none

Segment B	Number	Units	Wastewater Flow Rate (gpd/unit)	Peak Hour Flow (gpd)	Peak Hour Flow per Development (gpd)	Percent of Total Demand	Construction Costs ("CC")	Toho Oversizing Credits
Whaley	0	DUs	184	0	0	0.00%	\$ -	\$ -
Whaley - School	0	Students	10	0				
Hawk	2621	DUs	184	1,205,660	1,284,053	70.47%	\$ 254,580	\$ -
Hawk - Neighborhood Centers	300	people	4	3,000				
Hawk - Lagoon				56,268				
Hawk - School	765	Students	10	19,125				
EWCCD to KPR at Southbury	0	DUs	184	0	538,200	29.53%	\$ 106,705	\$ -
EWCCD to KPR at Cecil Whaley	1170	DUs	184	538,200				
Total				1,822,253	1,822,253	100.00%	\$ 361,286	\$ -

Exhibit E-2 Water Main Cost Share

Water Main West of Cross-Prairie Parkway

Cross-Prairie Parkway to Southbury

Developer Required Main Size 20 inch
Toho Upsizing 24 inch

Segment A	Number	Units	Water Demand Rate (gpd/unit)	Peak Hour Demand (gpd)	Peak Hour Demand per Development (gpd)	Percent of Total Demand - Peak Hour Flow	Construction Costs ("CC")	Toho Oversizing Credits
Whaley	1849	DUs	200	1,257,320	1,305,430	27.56%	\$ 302,054	\$ 63,094
Whaley - School	1415	Students	10	48,110				
Hawk	2621	DUs	200	1,782,280	1,888,894	39.88%	\$ 437,057	\$ 91,294
Hawk - Neighborhood Centers	300	people	4	4,080				
Hawk - Lagoon				76,524				
Hawk - School	765	Students	10	26,010				
EWCCD to KPR at Southbury	2267.5	DUs	200	1,541,900	1,541,900	32.56%	\$ 356,769	\$ 74,523
EWCCD to KPR at Cecil Whaley		DUs	200	0				
Total				4,736,224	4,736,224	100.00%	\$ 1,095,880	\$ 228,911

Southbury to Lake Toho Road

Developer Required Main Size 20 inch
Toho Upsizing 24 inch

Segment B	Number	Units	Water Demand Rate (gpd/unit)	Peak Hour Demand (gpd)	Peak Hour Demand per Development (gpd)	Percent of Total Demand - Peak Hour Flow	Construction Costs	Toho Oversizing Credits
Whaley	924.5	DUs	200	628,660	628,660	16.68%	\$ 130,615	\$ 26,210
Whaley - School	0	Students	10	0				
Hawk	2621	DUs	200	1,782,280	1,888,894	50.13%	\$ 392,451	\$ 78,751
Hawk - Neighborhood Centers	300	people	4	4,080				
Hawk - Lagoon				76,524				
Hawk - School	765	Students	10	26,010				
EWCCD to KPR at Southbury	1839	DUs	200	1,250,520	1,250,520	33.19%	\$ 259,818	\$ 52,136
EWCCD to KPR at Cecil Whaley		DUs	200	0				
Total				3,768,074	3,768,074	100.00%	\$ 782,884	\$ 157,097

Exhibit E-3
Reclaimed Water Main Cost Share

Reclaimed Water Main West of Cross-Prairie Parkway

Cross-Prairie Parkway to Southbury

Developer Required Main Size 12 inch
Toho Upsizing 20 inch

Segment A	Number	Units	Demand Rate (in/yr)	Peak Hour Demand per Development (gpd)	Percent of Total Demand - Peak Hour Flow	Construction Costs ("CC")	Toho Oversizing Credits
Whaley	1849	DUs	28	624,427	25.69%	\$ 292,386	\$ 112,943
Whaley - School	1415	Students					
Hawk	2621	DUs	28	1,312,689	54.00%	\$ 614,663	\$ 237,433
Hawk - Neighborhood Centers	300	people					
Hawk - Lagoon							
Hawk - School	765	Students					
EWCD to KPR at Southbury	2267.5	DUs	28	493,867	20.32%	\$ 231,252	\$ 89,328
EWCD to KPR at Cecil Whaley		DUs					
Total				2,430,983	100.00%	\$ 1,138,300	\$ 439,705

Southbury to Lake Toho Road

Developer Required Main Size 12 inch
Toho Upsizing 20 inch

Segment B	Number	Units	Demand Rate (in/yr)	Peak Hour Demand per Development (gpd)	Percent of Total Demand - Peak Hour Flow	Construction Costs ("CC")	Toho Oversizing Credits
Whaley	924.5	DUs	28	274,748	13.82%	\$ 83,401	\$ 33,400
Whaley - School	0	Students					
Hawk	2621	DUs	28	1,312,689	66.03%	\$ 398,472	\$ 159,580
Hawk - Neighborhood Centers	300	people					
Hawk - Lagoon							
Hawk - School	765	Students					
EWCD to KPR at Southbury	1839	DUs	28	400,539	20.15%	\$ 121,585	\$ 48,692
EWCD to KPR at Cecil Whaley		DUs					
Total				1,987,976	100.00%	\$ 603,459	\$ 241,672

EXHIBIT F

TEMPORARY CONSTRUCTION EASEMENT

PREPARED BY AND RETURN TO:

Thomas R. Sullivan
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

THIS SPACE FOR RECORDER'S USE

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement ("**Easement**") is made as of _____,
202_ by _____, a _____, whose mailing address is
_____ ("**Grantor**") in favor of
_____, a _____, whose address is
_____, and its successors and assigns ("**Grantee**").

RECITALS

A. On _____, 2025, Grantor entered into that certain Utility Construction Cost Sharing Agreement as recorded in Official Record Book _____, Page _____ Public Records of Osceola County, Florida, regarding the construction of utilities (the "**Utility Agreement**").

B. The Parties to the Utility Agreement agreed to execute Temporary Construction Easements required for the construction of the utilities.

C. Grantor has agreed to provide Grantee, its successors and assigns, a temporary construction easement over and across that portion of the Grantor's property ("**Easement Area**"), more particularly described in **Exhibit "A"** attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and other good and valuable consideration as hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is therefore understood and agreed as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Grant of Easement. Grantor grants and conveys to Grantee, its successors, assigns, invitees, licensees, contractors and agents, a temporary non-exclusive easement over and across the Easement Area for the purpose of performing the work described in Section __ of the Utility

Agreement, and pedestrian and vehicular access, ingress and egress to and from the Easement Area in order to carry out the purposes of this Agreement (the "**Temporary Construction Easement**").

3. Term. The term of this Agreement shall expire upon the earlier of: (i) twenty-four (24) months following the date first written above; and (ii) the date the construction of the work is completed, ("**Termination Date**"). As of the Termination Date, this Agreement shall automatically terminate, whereupon no party hereto shall have any further rights, obligations or liabilities hereunder. Notwithstanding the foregoing, Grantee agrees that Grantee shall, upon written request by Grantor, execute and deliver to Grantor a recordable document confirming the termination of this Agreement.

4. Insurance.

A. The Grantee shall not commence any installation and/or maintenance work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the Grantor, in the form of a certificate prior to the start of any work, nor shall the Grantee allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The Grantee, or its contractor, shall maintain the following types of insurance, with the respective minimum limits:

1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
3. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00) Any single occurrence;
4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00), any one person;
5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
6. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);
7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE; One Million Dollars (\$1,000,000.00);
8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
9. WORKERS' COMPENSATION: Employers liability insurance which covers the statutory obligation for all persons engaged in the performance

of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Grantee understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, subcontractors, volunteers, and the like, including the costs to defend the Grantor in the event of litigation against same.

C. The Grantee shall provide the Grantor with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The specified job by name and job number,
2. The name of the insurer,
3. The number of the policy,
4. The effective date,
5. The termination date,

E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Grantor, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Grantee's or its contractor's obligation to fulfill the insurance requirements specified herein.

F. The Grantee shall ensure that any contractor(s), hired to perform any of the duties contained in the Work of this Agreement, maintain the same insurance requirements set forth herein. In addition, the Grantee shall maintain proof of same on file and made readily available upon request by the Grantor.

G. The Grantor shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee and/or contractor providing such insurance.

H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The liability policies shall be Primary/Non-Contributory.

5. Running of Benefits and Burdens. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the successors and assigns of the parties hereto for the duration of this Easement.

6. Notices. All notices shall be deemed have been properly sent when mailed, postage pre-paid, registered or certified with return receipt requested or delivered in person or sent by overnight courier to the last known address of the party who appears as owner of the property described in the records of the Osceola County Property Appraiser.

7. Entire Agreement. The parties hereto agree that the entire agreement between the parties with respect to the use by Grantee of the easements set forth in this instrument. This

instrument may be amended and/or extended only by an instrument in writing and signed by Grantor and Grantee (or their successors and assigns).

8. Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

9. Further Assurances. In connection with this Easement and all transactions contemplated by this Agreement, Grantor agrees to execute and deliver such additional documents and instruments and to perform such other additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Easement.

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE OF TEMPORARY CONSTRUCTION EASEMENT]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the date first written above.

WITNESSES:

GRANTOR:

Witness #1

By: _____

Witness #1 Printed Name

Printed Name: _____

Address: _____

Title: _____

Witness #2

Witness #2 Printed Name

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of _____, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Notary Public - State of Florida

Print Notary Name: _____

My Commission Number is: _____

My Commission Expires: _____

[SIGNATURE PAGE OF TEMPORARY CONSTRUCTION EASEMENT]

IN WITNESS WHEREOF, Grantee has executed this Easement as of the date first written above.

WITNESSES:

GRANTEE:

Witness #1

By: _____

Witness # 1 Printed Name
Address: _____

Printed Name: _____
Title: _____

Witness #2

Witness #2 Printed Name
Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of _____, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Notary Public - State of Florida
Print Notary Name: _____
My Commission Number is: _____
My Commission Expires: _____

EXHIBIT A

EASEMENT AREA

Easement Area Description to be provided when easement is executed by the Parties.

EXHIBIT G
ACCESS EASEMENT

Prepared by and after recording return to:
Office of the General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Portions of Parcel ID Nos.: _____ and _____

----- (Space above this line for recording data) -----

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT (the "Easement") is made and granted this _____ day of _____, 2025 ("Effective Date"), by _____, a [insert type of corporation/company], whose address is _____, hereinafter the "**Grantor**", to the **TOHOPEKALIGA WATER AUTHORITY**, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741, hereinafter "**Toho**" or "**Grantee**".

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a perpetual non-exclusive easement to enter on, over, across and through the Easement Area (as hereinafter defined) for the purpose of ingress and egress to, and construction, installation, relocation, maintenance, repair and operation of water and wastewater utilities and attendant appurtenant improvements ("**Facilities**") through, under, and upon the real property located in Osceola County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("**Easement Area**").

Grantor may continue to use the surface of the Easement Area for any lawful purpose that does not unreasonably interfere with the easement rights granted herein to Grantee, including the right to improve the Easement Area, which improvements may include parking, paving, sidewalks, lighting, landscaping, green spaces, recreational areas, and drive aisles for motor-vehicles upon notice to and advance written approval from TOHO. Notwithstanding the

foregoing, Grantor shall not place any permanent structures or improvements, including but not limited to, buildings or foundations, on, over or across the Easement Area.

Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area. No easements, except that expressly set forth herein shall be implied by this Easement.

Grantee will, at its sole cost and expense, restore the surface of all disturbed areas of the Easement Area to its original condition as near as is reasonably commercially practicable, the damage or disturbance to which shall have been occasioned by the maintenance, operation, repair, inspection, relocation, replacement or removal of the Facilities within the Easement Area, or other exercise by Grantee of its rights under this Easement.

Grantee shall have the right and authority to clear the Easement Area of trees, limbs, vegetation, or other physical objects which endanger or interfere with the safe or efficient installation, operation, or maintenance of the Facilities within the Easement Area.

Any notice to be given or served upon any party hereto, in connection herewith, must be in writing, and may be given by: (a) personal delivery; (b) registered or certified mail, in each case return receipt requested and postage prepaid; or (c) nationally recognized overnight courier, with all fees prepaid. Notices shall be given to the parties at the address noted below. Any party hereto may, at any time by giving five days written notice to the party, designate any other address in substitution of the foregoing address to which notice shall be given and other parties to whom copies of all noticed hereunder shall be sent.

Toho: Tohopekaliga Water Authority
Executive Director
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Copy to: Tohopekaliga Water Authority
Office of General Counsel
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Owners: Bella Tara Community Development District
Attn: Ernesto Mitsumasu
1500 Cordova Road, Suite 203
Ft. Lauderdale, FL 33301

Edgewater West Community Development District
Attn: Craig Wrathell
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Whaley Farms, LLC
c/o Craig Perry
1500 Cordova Road, Suite 203
Ft. Lauderdale, FL 33301

Hawk Platt, LLC
2502 Rocky Point Drive, Suite 1050
Tampa, FL 33607

Kissimmee Park Community Development District
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

Grantor warrants that it is the record owner of the Easement Area, and the Easement Area is not encumbered with a mortgage or other financial encumbrance or lien, and that Grantor has the power and authority to grant this Easement.

All benefits and burdens arising under this Easement shall run in favor of Grantor and Grantee, and their respective successors and assigns, and shall run with title to the Easement Area.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has authorized and caused the execution of this instrument as of the date first above written.

WITNESSES:

GRANTOR:

Witness #1

a _____

Witness # 1 printed name
Address: _____

BY: _____
Printed Name
Title: _____

Witness #2

Witness #2 printed name
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this _____ day of _____ 2025, by
_____, as _____ of
_____, a _____.
He/She [] is personally known to me or [] has produced _____ as
identification.

(Seal)

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

EXHIBIT A
[Sketch and Legal]

[SKETCH AND LEGAL TO BE FINALIZED PRIOR TO EXECUTION BY THE PARTIES]

EXHIBIT H

FORM
TOH-240
v: 5/2025

Anti-Human Trafficking Affidavit

Form Page
43 of 1

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority ("Toho"), must complete the following form. The terms "Contract" and "Agreement" may be used interchangeably.

Nongovernmental Entity Name	Hawk Platt, LLC.
Solicitation/Contract Number(s):	Utility Cost Sharing Agreement - KP Road

The undersigned, on behalf of the Nongovernmental Entity, hereby attests as follows:

- A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract with entities that use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.
- B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.
- C. The Nongovernmental Entity understands and affirms that if at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify Toho and no contracts may be executed, renewed, or extended with Toho.

The undersigned hereby represents that they: make the above attestation based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above attestation; and are authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing document and that the facts stated in it are true.

Authorized Signature:



Printed Name:

John Ryan

Title:

Manager

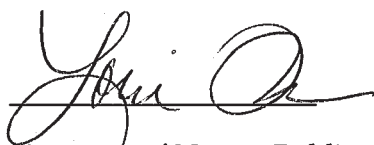
Date:

7/25/25

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of July, 20 25, by John Ryan, as Manager on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.



Signature of Notary Public

Lori Price

Name of Notary Typed, Printed or Stamped

My Commission Expires: 4/29/2029

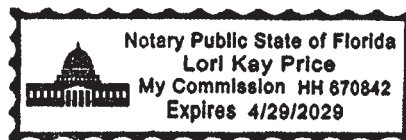


EXHIBIT H

FORM
TOH-240
v: 5/2025

Anti-Human Trafficking Affidavit

Form Page
43 of 1

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority ("Toho"), must complete the following form. The terms "Contract" and "Agreement" may be used interchangeably.

Nongovernmental Entity Name	WHALEY FARMS, LLC
Solicitation/Contract Number(s):	UTILITY COST SHARING AGREEMENT KISSIMMEE PARK ROAD

The undersigned, on behalf of the Nongovernmental Entity, hereby attests as follows:

- A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract with entities that use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.
- B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.
- C. The Nongovernmental Entity understands and affirms that if at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify Toho and no contracts may be executed, renewed, or extended with Toho.

The undersigned hereby represents that they: make the above attestation based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above attestation; and are authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing document and that the facts stated in it are true.

Authorized Signature:

Printed Name:

Title:

Date:

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of July, 2025, by Craig Perry, as manager on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Katherine Asencio Gomez

Name of Notary Typed, Printed or Stamped

My Commission Expires: 6/26/2026

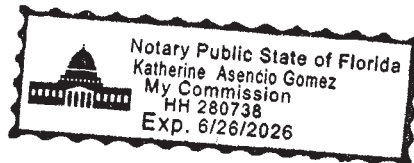


EXHIBIT I

RELEASE OF OWNERS FROM CERTAIN OBLIGATIONS UNDER UTILITY CONSTRUCTION COST SHARING AGREEMENT KISSIMMEE PARK ROAD

This Release of Bella Tara Community Development District ("BTCDD"), Kissimmee Park Community Development District ("KPCDD"), Edgewater West Community Development District ("EWCDD"), Whaley Farms, LLC and Hawk Platt, LLC, (collectively BTCDD, KPCDD, EWCDD, Whaley Farms, LLC and Hawk Platt, LLC, "Owners") from certain Obligations under Utility Construction Agreement-Kissimmee Park Road (this "Release") is made as of _____, 2025 (the "Execution Date"), by Toho Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature ("Toho").

RECITALS:

- A. On _____, 2025 Owners and Toho executed the Utility Construction Cost Sharing Agreement-Kissimmee Park Road ("Agreement") which was recorded in Official Record Book ____, Page _____, public records of Osceola County, FL.
- B. As part of the Agreement, Owners were obligated to construct the defined Utility Project.
- C. The obligation to construct the Utility Project is completed and Toho has accepted the Utility Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Release from Obligations Under Agreement.

- (a) On the Execution Date, Toho hereby releases and discharges the Owners, from the obligation to construct the Utility Project. This release does not in any way affect the obligations of any warranty or maintenance bond for the construction of the Utility Project.

(b) Nothing in this Release shall limit or otherwise affect any provision contained in the Agreement as to the obligations set forth under Section 15 Capacity of the Agreement.

2. Successors and Assigns. This Release will be binding upon and inure to the benefit of, any parties' successors and assigns.

3. Governing Law. This Release shall be governed by and construed in accordance with the law of the State of Florida, exclusive of its conflict of law rules.

IN WITNESS WHEREOF, Toho has executed or caused this Release to be executed on the Execution Date.

TOHOPEKALIGA WATER AUTHORITY

By: _____

Name: _____

Title: _____

SECTION G

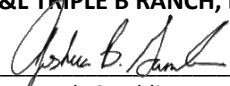
CONTRACT ADDENDUM

The following provisions govern the agreement ("**Agreement**"), entitled *Gopher Tortoise Relocation Agreement (Kissimmee Park Road Widening – 5 spaces)*, and between the **Bella Tara Community Development District** and **J&L Triple B Ranch, LLLP ("Contractor" or "J&L")**, 4211 W. Boy Scout Road, Suite 800, Tampa, Florida, which is attached hereto as **Exhibit A**:

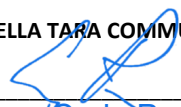
1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement and this Addendum.
2. **STANDARD OF CARE.** Contractor shall use reasonable care in performing the services, and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions.
3. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
4. **TERMINATION.** The following provision replaces sections 10 and 11 of the Agreement. The Agreement may be terminated for cause by the District immediately upon written notice, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
5. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
6. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
7. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
8. **ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.
9. **CONFLICTS.** To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

IN WITNESS WHEREOF, the parties execute the foregoing Addendum.

J&L TRIPLE B RANCH, LLLP


By: Josh Gamblin
Its: Manager

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT


By: Craig Perry
Its: Vice Chairman

GOPHER TORTOISE RELOCATION AGREEMENT
(Kissimmee Park Road Widening – 5 spaces)

THIS GOPHER TORTOISE RELOCATION AGREEMENT (hereinafter referred to as the “**Agreement**”) is made and entered into this 12th day of September, 2025, (hereinafter referred to as the “**Effective Date**”) by and between **Bella Tara Community Development District** (hereinafter referred to as “**Buyer**”) and **J&L Triple B Ranch, LLLP**, a Florida limited liability limited partnership (hereinafter referred to as “**J&L**”). J&L and Buyer may herein individually be referred to as a “**Party**” and collectively be referred to as the “**Parties**.”

WITNESSETH

FOR AND IN CONSIDERATION of the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **GOPHER TORTOISES.** The term “**Gopher Tortoise(s)**” shall refer herein to all individuals of the species *Gopherus polyphemus*, a species listed as “State-designated Threatened” by Florida Fish and Wildlife Conservation Commission (hereinafter referred to as “**FWC**”) and protected by Florida law, that have been captured on Donor Site, as defined below, and have a carapace length of at least 130 millimeters.

2. **PREMISE.** As a result of its development of Donor Sites, defined below, Buyer needs to relocate up to **five (5)** Gopher Tortoises that will be captured on Donor Site(s). J&L currently owns and/or manages Recipient Site(s), defined below, approved to receive Gopher Tortoises. The Parties desire to enter into a contractual relationship, pursuant to the terms hereof, in which Buyer shall compensate J&L for accepting, and J&L shall accept onto its Recipient Site(s), Gopher Tortoises relocated from Donor Sites.

3. **TERM.** The term of this Agreement shall begin on the Effective Date and expire one year later (hereinafter referred to as the “**Term**”). The last day of the Term shall be referred to as the “**Expiration Date**”. If this Agreement is terminated under the provisions hereof, the date of termination shall be referred to as the “**Termination Date**”.

4. **RECIPIENT SITE(S); DONOR SITE(S).**

a. **Recipient Site(s).** The term “**Recipient Site**” shall herein refer to lands owned by J&L that are approved by FWC to accept Gopher Tortoises that have been captured on and relocated from Donor Site(s), as defined below, under the terms of this Agreement.

b. **Donor Site(s).** The term “**Donor Site(s)**” shall herein refer to the Lands that are approved by FWC for the number of Gopher Tortoises stated above in Paragraph 2 to be captured on and relocated from under the terms of this Agreement.

c. **Compliance.** J&L shall be solely responsible for obtaining and complying with

any and all permits necessary for J&L to accept Gopher Tortoises under the terms of this Agreement. Buyer shall be solely responsible for obtaining and complying with any and all permits necessary for Buyer to deliver Gopher Tortoises to J&L under the terms of this Agreement. Neither Party shall be responsible for the other Party's compliance under the other Party's respective permit(s) or for the other Party's failure to obtain a required permit.

d. **Information.** Each Party shall timely provide reasonably available information to the other Party upon request of the other Party if the requesting Party needs said information to obtain or maintain or comply under any permit necessary to fulfill the obligations of either Party hereunder.

5. **CAPACITY.** J&L shall ensure the availability of Recipient Site(s) with FWC- permitted capacity sufficient to accommodate the number of Gopher Tortoises stated above in Paragraph 2 from Donor Site(s).

6. **PAYMENT.** Buyer shall be obligated to pay J&L in accordance with the following terms:

a. **United States Dollars; Payment.** All monetary amounts indicated in this Agreement are in United States Dollars. Payments required under this Agreement shall be invoiced by J&L, upon delivery, and shall be paid by Buyer within thirty (30) days of the delivery of said invoice. All invoices and payments shall be sent to the addresses designated by each respective Party in this Agreement. All payments shall be made by check payable to J&L Triple B Ranch, LLLP and mailed to primary address in paragraph 20 below or by wire, to the bank account information included in paragraph 20 below.

b. **Compensation.** As consideration for J&L accepting Gopher Tortoises, Buyer shall pay \$5,000.00 per Gopher Tortoise delivered by Buyer and accepted by J&L under the terms of this Agreement (hereinafter referred to as the "**Per GT Rate**"). Upon the delivery of Gopher Tortoises by Buyer to J&L, J&L shall invoice Buyer, in arrears, for J&L's acceptance of Gopher Tortoises under the terms of this Agreement. For purposes of clarity, Gopher Tortoises may be delivered in groups or all at once. If the actual number of Gopher Tortoises to be relocated from the Donor Site to the Recipient Site is less than the number of Reserved Tortoises, then Buyer shall promptly and diligently file necessary applications with FWC to release Gopher Tortoise capacity back to the Recipient Site. Upon Buyer's receipt of notice from FWC that capacity is released back to the Recipient Site, Buyer shall promptly notify J&L of the same. This Paragraph 6 shall survive the Termination Date or Expiration Date, whichever should occur first.

7. **DELIVERY AND ACCEPTANCE.** Upon execution of this Agreement, J&L shall issue a Reservation Letter committing to accept the number of tortoises stated in Paragraph 2 above. After J&L has issued a Reservation Letter, Buyer may begin relocating Gopher Tortoises from its Donor Site(s) to J&L's Recipient Site(s) and J&L shall begin accepting said Gopher Tortoises at its Recipient Sites, subject to the conditions of their respective permits, upon the following terms:

a. **Delivery and Acceptance Protocol.** The Parties hereby agree to the terms of the Delivery and Acceptance Protocol, attached hereto and incorporated herein as **Exhibit B**

(hereinafter referred to as the “**Protocol**”). The Protocol may be amended from time to time if both Parties agree, but neither Party is bound to do so, except in the event of changes required to maintain compliance with FWC regulations or FWC-issued permits. Any amendments to the Protocol shall be in writing, and shall be attached to and incorporated into a written supplement to this Agreement that is executed by authorized representatives of both Parties.

b. **Delivery.** Buyer shall deliver Gopher Tortoises to J&L in the manner described by the Protocol. Buyer shall be responsible for all Gopher Tortoise relocation activities described in the Protocol, through and including the delivery of the Gopher Tortoise(s) to the Recipient Site(s), but not beyond when acceptance of the Gopher Tortoise(s) at the Recipient Site has been made by J&L. Buyer shall be responsible for the health, safety, and welfare of the Gopher Tortoise(s) it delivers from its Donor Site(s) to Recipient Site(s) under the terms of this Agreement, in accordance with the standard required by the FWC and the Protocol, until such time as the Gopher Tortoises are accepted at a Recipient Site by J&L. J&L shall have no responsibility for relocation activities or for the health, safety, and welfare of Gopher Tortoises until J&L has accepted said Gopher Tortoises at its Recipient Site(s).

c. **Acceptance.** J&L shall accept Gopher Tortoises delivered by Buyer in the manner described by the Protocol. J&L shall be responsible for the health, safety, and welfare of Gopher Tortoises relocated to the Recipient Site, in accordance with the standard required by FWC and the Protocol, after J&L accepts delivery of Gopher Tortoise(s) from Buyer. Buyer shall have no responsibility for Gopher Tortoise(s) after they have been accepted by J&L under the terms of this Agreement. J&L shall not limit the number of Gopher Tortoises Buyer may deliver under the terms of this Agreement up to the number of Gopher Tortoises stated above in Paragraph 2. If Buyer wishes to deliver more than the number of Gopher Tortoises stated above in Paragraph 2, Buyer may deliver said Gopher Tortoises to J&L pursuant to the terms of this Agreement to the extent J&L has available capacity for said Gopher Tortoises. However, J&L has no obligation under this Agreement to accept more than the number of Gopher Tortoises stated above in Paragraph 2.

d. **Delivery and Acceptance of Juveniles and Eggs.** Buyer may deliver and J&L may accept juvenile Gopher Tortoises (Gopher Tortoise maintaining a carapace length of less than 130 mm) or Gopher Tortoise eggs obtained during Buyer’s relocation activities, so long as J&L’s acceptance of juvenile Gopher Tortoises or Gopher Tortoise eggs does not reduce J&L’s available capacity to accept mature Gopher Tortoises. Buyer shall pay \$2,500.00 (as defined in Paragraph 6, Section (b), above) for any Gopher Tortoise maintaining a carapace length >60 and <130mm. Gopher Tortoise eggs and juvenile Gopher Tortoises maintaining a carapace length less than 60mm will be accepted by J&L at no additional cost to Buyer. Delivery and acceptance of juveniles and eggs shall be made in accordance with the terms of the Protocol.

8. **NO PROPERTY RIGHTS.** Nothing in this Agreement shall give Buyer any interest in or rights to lands owned or controlled by J&L. Buyer shall not have the right to access, for inspection or otherwise, any Recipient Site(s) or other J&L Lands by virtue of this Agreement. Nothing in this Agreement shall give J&L any interest in or rights to lands owned or controlled by Buyer. J&L shall not have the right to access, for inspection or otherwise, any Donor Site(s) or other Buyer Lands by virtue of this Agreement.

9. DISPUTE RESOLUTION; DEFAULT. As a precondition to exercising any rights or remedies as a result of a Party's Default, as defined below, the Parties will follow the following dispute resolution process:

- a. **Default.** The term "Default" shall herein refer to either:
 - i. Except as otherwise indicated in the terms of this Agreement, J&L's failure or refusal to accept Gopher Tortoises as required under the terms of this Agreement; or
 - ii. Buyer's failure or refusal to pay any invoice issued by J&L and received by Buyer as provided by Paragraph 6 of this Agreement by its due date.
- b. **Defaulting Party/Claiming Party.** The term "Defaulting Party" shall herein refer to the Party that has allegedly committed a Default. The term "Claiming Party" shall herein refer to the Party that is alleging that the other Party has committed a Default.
- c. **Notice.** Upon an alleged Default, the Claiming Party shall send notice (hereinafter referred to as "Default Notice") to the alleged Defaulting Party in accordance with Paragraph 20 of this Agreement and indicating in said Default Notice all facts and information necessary for the alleged Defaulting Party to assess the alleged Default.
- d. **Instituting Legal Proceedings.** If the alleged Default indicated in the Default Notice is not resolved within thirty (30) days, then either Party may initiate legal proceedings regarding the alleged Default indicated in the Default Notice.

10. DAMAGES. Each Party waives all claims and damages, and covenants not to sue the other Party, for (including and without limitation) additional, consequential, continuing, statutory, exemplary or punitive, future, incidental, special, or prospective damages, including, but not limited to, lost profits, and any damages in excess of the amounts specifically described in this Paragraph 10. The remedies described in this Paragraph 10 have been agreed to by the Parties as a fair calculation of each Party's actual compensatory damages. Said remedy has not been established to penalize a Party for defaulting under this Agreement. The sole and exclusive remedy for a Default of the terms of this Agreement are as follows:

- a. **J&L as Defaulting Party.** If J&L is the Defaulting Party, They shall have ten (10) days from being provided with notice of Default by Buyer, to cure the Default.
- b. **Buyer as Defaulting Party.** If Buyer is the Defaulting Party, J&L shall be entitled to an amount equal to the number of Gopher Tortoises yet to be paid for under this Agreement multiplied by the Per GT Rate. If Buyer is the Defaulting Party, Buyer shall also work diligently with J&L and FWC to remove any encumbrance on J&L's Lands caused by the Reservation Letter.

11. TERMINATION.

a. **Termination for Cause.** Either Party may terminate this Agreement, without penalty, and without notice, if the other Party has been adjudicated in Default by a Court of competent jurisdiction or if the Parties enter into a settlement where the Parties agree to terminate the Agreement (hereinafter referred to as “**Termination for Cause**”). Either Party may waive its right to Termination for Cause; however, the non-defaulting Party is not entitled to any remedies or damages, as described in Paragraph 10 above, whether through formal adjudication or through negotiated settlement, unless and until Termination for Cause has occurred. A waiver of a Party’s right to terminate will not constitute a continuing waiver.

b. **Termination for Listing on Endangered Species List.** If the Gopher Tortoise is federally listed under the Endangered Species Act and such listing materially limits, prohibits, or prevents the further relocation of Gopher Tortoises from Donor Sites to Recipient Sites, either Party may terminate this Agreement with thirty (30) days’ written notice, without liability or penalty, and without resort to the procedures described in Paragraph 10.

If the Agreement is terminated, pursuant to the terms contained in this Paragraph 11.b., Buyer will work diligently and in good faith with FWC and J&L to remove any encumbrance on lands owned by J&L caused by the Reservation Letter.

12. LAWS AND REGULATIONS. Neither Party shall violate any laws, ordinances, rules, regulations or permit conditions of the United States or the State of Florida or any governing body or any rule, regulation or order of any governmental agency, including but not limited to the U.S. Corps of Engineers, the United States Environmental Protection Agency, the Florida Department of Environmental Protection, any Florida Water Management District, the FWC or any other agency applicable to the operations or activities under this Agreement. If either Party acts or fails to act under this Agreement in a manner which is contrary to any said laws, ordinances, rules, regulations, or permit conditions, then that Party shall assume full responsibility therefor and shall bear all costs attributable thereto.

13. SUCCESSORS; ASSIGNMENT. Neither this Agreement, in whole or in part, nor any monies due or to become due hereunder, may be assigned or transferred by either Party without the prior written consent of the other Party. This consent shall not be unreasonably withheld. The foregoing notwithstanding, either Party shall have the right to assign this Agreement without the consent of the other Party in the event of a sale or exchange of all, or substantially all, of the assigning Party’s real estate located in Florida. Subject to the provisions contained herein, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Any purported assignment made in contravention of this Paragraph shall be null and void.

Upon assignment or transfer, the Parties shall work together in good faith to transfer all permits necessary to be transferred in conjunction with any assignment or transfer of this Agreement. Assignment or transfer of this Agreement by either Party shall be subject to the respective

successor or permitted assign first obtaining the appropriate FWC approvals and permits, if any.

14. NO THIRD PARTY BENEFICIARIES. This Agreement does not create any right or interest in any member of the public as a third-party beneficiary, nor shall it authorize anyone not a Party to this Agreement to maintain suit for performance, personal injuries, or damages pursuant to any provision of this Agreement.

15. RELATIONSHIP OF THE PARTIES; NO TENANCY CREATED. Except as contemplated in this Agreement, this Agreement shall not create, nor shall be represented by either Party hereto to create, a partnership, joint-venture, employer-employee, master-servant, principal-agent, or other relationship whatsoever between the Parties hereto. Nothing in this Agreement whatsoever shall be construed to create a tenancy or vest title in the property of either Party to the other Party or any third-party. The terms of this Paragraph shall survive the Expiration Date or Termination Date, whichever should occur first.

16. RESPONSIBILITY FOR AGENTS. Neither Party shall be responsible for the acts and omissions of the other Party's employees, agents, subcontractors, their agents and employees, and all other persons acting through, or under, the respective Party, pursuant to the terms of this Agreement. The terms of this Paragraph shall survive the Expiration Date or Termination Date, whichever should occur first.

17. APPLICABLE LAW; VENUE. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. The Parties agree that all disputes and matters whatsoever arising under, in connection with or incidental to this Agreement shall be litigated, if at all, in Desoto County, Florida. The Parties expressly waive the right to a jury trial, if any.

18. ATTORNEY'S FEES. In any action brought by either Party for the interpretation or enforcement of the obligations of the other Party under this Agreement, each Party shall be responsible for their own respective attorney's fees, paralegal fees, expert fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy, or in post judgment collections.

19. ENTIRE AGREEMENT; WAIVERS; AMENDMENTS OR MODIFICATIONS. This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No waiver of the provisions of this Agreement shall be deemed or shall constitute a waiver of any of the other provisions, nor shall any waiver constitute a continuing waiver. This Agreement may not be supplemented, altered, modified or amended, or otherwise changed except by an instrument in writing signed by authorized representatives of both Parties. The course of dealing or course of performance between the Parties shall not commit either Party to duties or obligations which are not expressly stated by this Agreement.

20. NOTICES. Any notice, request, demand, instruction, or other communication required or permitted to be sent by either Party to the other Party under or in connection with this Agreement shall be in writing, shall be sent or delivered to the address of the other Party set forth below, and

shall be deemed to have been delivered upon the earlier to occur of (i) actual receipt, if delivered by hand or by commercial courier, (ii) actual receipt, if sent by fax, e-mail or other generally recognized electronic means, (iii) one business day after mailing by any form of overnight mail service, or (iv) the date upon which the return receipt is signed or delivery is refused, or the notice is designated by postal authorities as not deliverable, as the case may be, when mailed by registered or certified mail, return receipt requested. Notice so delivered after normal business hours of the recipient or on a Saturday, Sunday, or any public or legal holiday, shall be deemed to have been received on the next succeeding regular business day. Either Party may change the address for notices to it, effective as of any date not less than ten (10) days following delivery of the change of address notice, by giving the other Party hereto notice of such change of address in the manner specified in this Paragraph 20. For the purposes of this Agreement, the notice addresses of the Parties named herein are as follows:

J & L:

J&L Triple B Ranch, LLLP
Attention: Josh Gamblin
1181 SE Turkey Hammock Rd
Arcadia, FL 34266
Phone: 770-851-8430

Buyer:

Whaley Farms, LLC
Attention: Craig Perry
15481 SW 12th Street, Suite 309
Sunrise, FL 33326
Phone: 954-444-7741
cperry@centerlineca.com

Wire Instructions:

Name of Bank: Valley National Bank
Address: 113 East Whiting St.
Tampa, FL 33602
Routing: 021201383
Account: 42542863
For Credit to: J&L Triple B Ranch LLLP

21. CAPTIONS. The captions for the various provisions of this Agreement have been provided for convenience of reference only and shall not be used in interpreting any such provision.

22. DRAFTING. It is understood that this Agreement was negotiated and prepared by the Parties and counsel for the Parties as a combined effort designed to meet their clients' desires and needs. This Agreement shall be interpreted without regard to any presumption or rule requiring interpretation against the drafter or the party causing this Agreement, or any part or provision thereof, or any exhibit thereto, or any instrument or judgment thereunder, to be drafted, prepared, or revised.

23. DATES. Should any date described in this Agreement requiring performance under this Agreement fall on a Saturday, Sunday, or a day that has been recognized as a public or legal holiday, said performance shall be required on the next succeeding regular business day.

24. COUNTERPARTS. This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any

counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

25. ASSURANCES BY BUYER. Buyer represents and warrants to J&L that, as of the Effective Date: (a) Buyer is authorized to do business and is in good standing in the state of Florida; (b) Buyer has full power and authority to enter into this Agreement and to comply with the terms of this Agreement; (c) this Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject only to applicable bankruptcy or insolvency laws; (d) all requisite action has been taken to make this Agreement valid and binding on Buyer in accordance with its terms; (e) the person signing this Agreement on behalf of Buyer is fully authorized to do so; (f) there is no agreement, order, judgment, claim, litigation or proceeding pending or threatened against Buyer that would require consent for, or could interfere with, Buyer's performance of this Agreement; (g) there is no attachment, execution or assignment by or against Buyer for the benefit of creditors; and (h) there is no receivership, or voluntary or involuntary proceeding in bankruptcy or pursuant to any other debtor relief laws contemplated or pending by or against Buyer. All of Buyer's warranties and representations in this Agreement, all of which are relied upon by J&L, shall survive the Expiration Date or Termination Date of this Agreement, whichever should occur first.

26. ASSURANCES BY J&L. J&L represents and warrants to Buyer that, as of the Effective Date: (a) J&L is a corporation duly organized and in good standing under the laws of Florida; (b) J&L has full power and authority to enter into this Agreement and to comply with the terms of this Agreement; (c) this Agreement constitutes the legal, valid and binding obligation of J&L, enforceable against J&L in accordance with its terms, subject only to applicable bankruptcy or insolvency laws; (d) all requisite action has been taken to make this Agreement valid and binding on J&L in accordance with its terms; (e) the person signing this Agreement on behalf of J&L is fully authorized to do so; (f) there is no agreement, order, judgment, claim, litigation or proceeding pending or threatened against J&L that would require consent for, or could interfere with, J&L's performance of this Agreement; (g) there is no attachment, execution or assignment by or against J&L for the benefit of creditors; and (h) there is no receivership, or voluntary or involuntary proceeding in bankruptcy or pursuant to any other debtor relief laws contemplated or pending by or against J&L. All of J&L's warranties and representations in this Agreement, all of which are relied upon by Buyer, shall survive the Expiration Date or Termination Date of this Agreement, whichever should occur first.

[The remainder of this page is blank. This Agreement continues on the next page.]

IN WITNESS WHEREOF, the Parties herein have caused this Gopher Tortoise Relocation Agreement to be executed as of the day and year first above written.

Signed, Sealed and Delivered in the presence of:

J & L Triple B Ranch, LLLP

X Christina Fortin
Witness Signature

Josh Gamblin
Josh Gamblin, Ranch Manager

Printed Name: Christina Fortin

Bella Tara Community Development District

Ernesto Mitsumasu
Witness Signature

By: Craig Perry

Printed Name: Ernesto Mitsumasu

Printed Name: Craig Perry

Its: Vice Chairman

Exhibit “A”

Reservation letter will be supplied after execution by J&L

Exhibit “B”

Gopher Tortoise Delivery and Acceptance Protocol

I. Delivery to J&L:

- A. Buyer shall determine the size and composition of the containers used to transport tortoises to J&L.
- B. Buyer shall individually measure and weigh all tortoises delivered to J&L. Measuring will consist of straight-line carapace length measured in millimeters (mm) and weight will be recorded in grams (g). Buyer shall indicate whether the tortoise is male, female, or juvenile (measuring less than 130 mm in carapace length). Buyer shall provide a unique and permanent sequential identification number for each tortoise corresponding with the numbers designated in the reservation letter (Exhibit A).
- C. Buyer shall permanently mark each tortoise by drilling holes or notching a combination of the marginal scutes as described in Appendix 5 of the April 2023 Gopher Tortoise Permitting Guidelines. Buyer reserves the right to use PIT (Passive Integrated Transponder) tags as an alternative method to permanently mark tortoises delivered to J&L. Buyer also reserves the right to use different methods of marking if the FWC Guidelines are updated to allow different options.
- D. Buyer and J&L will communicate 24 hours prior to desired delivery time and coordinate to ensure the availability of J&L’s authorized agent to accept Buyer’s gopher tortoises at the J&L Recipient Site. Buyer and J&L shall to the extent practical try and arrange delivery times during the hours of 7:00 am to 3:00 pm. Buyer and J&L agree that deliveries outside those hours will be allowed based on mutually agreed on times.
- E. For cold weather handling, Buyer and J&L shall coordinate delivery dates ensuring there are 3 consecutive days above 50° Fahrenheit as forecasted by the National Weather Service at the J&L recipient site.

II. Reporting and Data Documentation:

- A. Both J&L and Buyer shall maintain valid Authorized Agent permits issued by the FWC as required by the FWC Gopher Tortoise Permitting Guidelines and be appropriately authorized to perform the tasks required of them with regard to the capture and release of gopher tortoises.
- B. Upon delivery to J&L, Buyer shall provide a field data sheet to J&L for counter signature by the Release Agent for J&L. The Buyer Capture Agent and J&L Release Agent shall verify the number of tortoises captured and released and verify that the drill marks or PIT number matches the Identification Number on the field data sheet. Buyer and J&L Shall each retain a copy of the fully executed field data sheet. A copy of the field data sheet is provided as **Attachment A**. The field data sheet may be modified as agreed on by Buyer and J&L.

III. Cursory Health Evaluation:

- A. Prior to delivery to J&L, Buyer shall perform a cursory health evaluation as described in Appendix 6 of the April 2023 Gopher Tortoise Permitting Guidelines for each adult tortoise from Buyer's donor site. Before delivery to J&L, Buyer shall determine if excavated tortoises from Buyer donor sites exhibit any of the long-term indicative signs of poor health described in the April 2023 Gopher Tortoise Permitting Guidelines. Symptomatic tortoises will not be delivered to J&L. If tortoises are determined to meet the health requirements from the April 2023 Gopher Tortoise Permitting Guidelines, J&L shall be required to accept tortoises. Buyer will not test for Mycoplasmal Upper Respiratory Tract Disease (URTD).
- B. Buyer shall report to J&L the general health condition of each adult tortoise (those measuring greater than or equal to 130 mm). Reporting will be provided on the field data sheet.

IV. Delivery of Eggs

- A. If eggs are encountered at Buyer donor sites, they shall be placed in individual containers. Buyer and J&L will follow the procedures for handling and relocating tortoise eggs as detailed in the April 2023 Gopher Tortoise Permitting Guidelines.

SECTION V

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BELLA TARA COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE BELLA TARA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (MASTER INFRASTRUCTURE PROJECT); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE BONDS; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2025 (Master Infrastructure Project), in the par amount of \$12,000,000 (“Series 2025 Bonds”); and

WHEREAS, the District previously adopted a resolution authorizing the finalization of the debt assessment lien securing the Series 2025 Bonds, including but not limited to authorization to finalize the supplemental engineer’s report and supplemental assessment report; and

WHEREAS, the District closed on the sale of the Series 2025 Bonds on August 21, 2025; and

WHEREAS, as prerequisites to the issuance of the Series 2025 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2025 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2025 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2025 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of 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.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including but not limited to: (1) the execution and delivery of the Closing Documents, (2) the exercise of all authority granted pursuant to Resolution 2025-01 which authorized the issuance of the Bonds, (3) the exercise of all authority pursuant to, and finalization of, Resolution 2025-02 which confirmed the maximum assessment lien securing the Bonds, and (4) the execution and delivery of such other certifications or other documents required for the closing on the Series 2025 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects, and Resolutions 2025-01 and 2025-02 on file with the District Manager and as included in the transcript for the Series 2025 Bonds are hereby determined to be in final form.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**BELLA TARA COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION VI

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BELLA TARA COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE BELLA TARA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (ASSESSMENT AREA ONE PROJECT); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE BONDS; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2025 (Assessment Area One Project), in the par amount of \$12,000,000 (“Series 2025 Bonds”); and

WHEREAS, the District previously adopted a resolution authorizing the finalization of the debt assessment lien securing the Series 2025 Bonds, including but not limited to authorization to finalize the supplemental engineer’s report and supplemental assessment report; and

WHEREAS, the District closed on the sale of the Series 2025 Bonds on August 21, 2025; and

WHEREAS, as prerequisites to the issuance of the Series 2025 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2025 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2025 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2025 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of 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.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including but not limited to: (1) the execution and delivery of the Closing Documents, (2) the exercise of all authority granted pursuant to Resolution 2025-01 which authorized the issuance of the Bonds, (3) the exercise of all authority pursuant to, and finalization of, Resolution 2025-03 which confirmed the maximum assessment lien securing the Bonds, and (4) the execution and delivery of such other certifications or other documents required for the closing on the Series 2025 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects, and Resolutions 2025-01 and 2025-03 on file with the District Manager and as included in the transcript for the Series 2025 Bonds are hereby determined to be in final form.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**BELLA TARA COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION VII



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 11, 2025

Board of Supervisors
Bella Tara Community Development District
219 East Livingston Street
Orlando, Florida 32801

We are pleased to confirm our understanding of the services we are to provide Bella Tara Community Development District, Osceola County, Florida ("the District") for the fiscal year ended September 30, 2025. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Bella Tara Community Development District as of and for the fiscal year ended September 30, 2025. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2025 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

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

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$3,300 for the September 30, 2025 audit, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Bella Tara Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Bella Tara Community Development District.

By: _____

Title: _____

Date: _____



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

SECTION VIII

*This item will be provided under
separate cover*

SECTION IX

SECTION C

SECTION 1

Bella Tara
Community Development District

Unaudited Financial Reporting
August 31, 2025



Table of Contents

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4	<u>Debt Service Fund Series 2025 MI</u>
5	<u>Capital Projects Fund Series 2025 AA1</u>
6	<u>Capital Projects Fund Series 2025 MI</u>
7	<u>Month to Month</u>
8	<u>Long Term Debt Report</u>

Bella Tara
Community Development District
Combined Balance Sheet
August 31, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 6,502	\$ -	\$ -	\$ 6,502
Due from General Fund	-	-	-	-
Due from Capital Projects	4,156			4,156
<u>Investments:</u>				
Series 2025 AA1				
Reserve	-	1,157,575	-	1,157,575
Interest	-	663,451	-	663,451
Revenue	-	-	-	-
Prepayment	-	-	-	-
Sinking	-	-	-	-
Construction	-	-	3,667,809	3,667,809
Cost of Issuance			7,246	7,246
Series 2025 AA1				
Reserve	-	911,513	-	911,513
Interest	-	931,667	-	931,667
Revenue	-	-	-	-
Prepayment	-	-	-	-
Sinking	-	-	-	-
Construction	-	-	2,000,000	2,000,000
Construction - Restricted			7,783,165	7,783,165
Cost of Issuance			5,434	5,434
Prepaid Expenses	-	-	-	-
Deposits	-	-	-	-
Total Assets	\$ 10,659	\$ 3,664,205	\$ 13,463,655	\$ 17,138,518
Liabilities:				
Accounts Payable	\$ 983	\$ -	\$ -	\$ 983
Due to Debt Service	-	-	-	-
Due to General Fund	-	-	4,156	4,156
Total Liabilites	\$ 983	\$ -	\$ 4,156	\$ 5,139
Fund Balance:				
Restricted for:				
Debt Service	-	3,664,205	-	\$ 3,664,205
Capital Project	-	-	13,459,498	\$ 13,459,498
Assigned for:				
Reserves	-	-	-	-
Unassigned	9,676	-	-	9,676
Total Fund Balances	\$ 9,676	\$ 3,664,205	\$ 13,459,498	\$ 17,133,378
Total Liabilities & Fund Balance	\$ 10,659	\$ 3,664,205	\$ 13,463,655	\$ 17,138,518

Bella Tara
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Developer Contributions	\$ 102,125	\$ 60,275	\$ 60,275	\$ -
Interest	-	-	-	-
Total Revenues	\$ 102,125	\$ 60,275	\$ 60,275	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Engineering	\$ 2,000	\$ 1,833	\$ -	\$ 1,833
Arbitrage Rebate	500	458	-	458
Attorney	25,000	25,000	11,580	13,420
Annual Audit	5,000	5,000	3,200	1,800
Assessment Administration	5,000	-	-	-
Dissemination Agent	5,000	4,583	-	4,583
Trustee Fees	5,000	4,583	-	4,583
Management Fees	40,000	36,667	36,667	0
Information Technology	1,800	1,650	1,650	-
Website Maintenance	1,200	1,100	1,100	-
Telephone	100	100	-	100
Postage & Delivery	200	183	61	122
Insurance General Liability	6,000	5,500	5,200	300
Printing & Binding	100	92	25	66
Legal Advertising	3,000	2,750	959	1,791
Other Current Charges	2,000	2,000	881	1,119
Office Supplies	50	50	0	50
Dues, Licenses & Subscriptions	175	175	175	-
Total Expenditures	\$ 102,125	\$ 91,725	\$ 61,498	\$ 30,227
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ (31,450)	\$ (1,224)	\$ (30,227)
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ (31,450)	\$ (1,224)	\$ (30,227)
Fund Balance - Beginning	\$ -		\$ 10,899	
Fund Balance - Ending	\$ -		\$ 9,676	

Bella Tara

Community Development District

Debt Service Fund Series 2025 (Assessment Area One)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Interest - 5/1	\$ -	\$ -	\$ -	\$ -
Interest - 11/1	-	-	-	-
Principal - 11/1	-	-	\$ -	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Bond Proceeds	-	-	1,821,026	1,821,026
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 1,821,026	\$ 1,821,026
Net Change in Fund Balance	\$ -	\$ -	\$ 1,821,026	\$ 1,821,026
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 1,821,026	

Bella Tara
Community Development District
Debt Service Fund Series 2025 (Master Infrastructure)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Interest - 5/1	\$ -	\$ -	\$ -	\$ -
Interest - 11/1	-	-	-	-
Principal - 11/1	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Bond Proceeds	-	-	1,843,179	1,843,179
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 1,843,179	\$ 1,843,179
Net Change in Fund Balance	\$ -	\$ -	\$ 1,843,179	\$ 1,843,179
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 1,843,179	

Bella Tara
Community Development District
Capital Project Fund Series 2025 (Assessment Area One)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
<u>Revenues</u>				
Interest	-	-	\$ -	-
Total Revenues	\$ -	\$ -	\$ -	\$ -
<u>Expenditures:</u>				
Improvements	\$ -	\$ -	\$ 10,018,837	\$ (10,018,837)
Cost of Issuance	-	-	489,239	(489,239)
Total Expenditures	\$ -	\$ -	\$ 10,508,076	\$ (10,508,076)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (10,508,076)	\$ (10,508,076)
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Bond Proceeds	-	-	14,178,974	14,178,974
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 14,178,974	\$ 14,178,974
Net Change in Fund Balance	\$ -	\$ -	\$ 3,670,899	\$ 3,670,899
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 3,670,899	

Bella Tara
Community Development District
Capital Project Fund Series 2025 (Master Infrastructure)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
<u>Revenues</u>				
Interest	-	-	\$ -	-
Total Revenues	\$ -	\$ -	\$ -	\$ -
<u>Expenditures:</u>				
Improvements	\$ -	\$ -	\$ 240,000	\$ (240,000)
Improvements - Restricted			-	-
Cost of Issuance	-	-	128,221	(128,221)
Total Expenditures	\$ -	\$ -	\$ 368,221	\$ (368,221)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (368,221)	\$ (368,221)
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Bond Proceeds	-	-	10,156,821	10,156,821
Total Other Financing Sources (Uses)	\$ -	\$ -	\$10,156,821	\$10,156,821
Net Change in Fund Balance	\$ -	\$ -	\$ 9,788,599	\$ 9,788,599
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 9,788,599	

Bella Tara
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contribution	\$ -	\$ -	\$ 13,683	\$ 10,209	\$ -	\$ -	\$ -	\$ 17,539	\$ 3,741	\$ 9,677	\$ 5,424	\$ -	\$ 60,275
Total Revenues	\$ -	\$ -	\$ 13,683	\$ 10,209	\$ -	\$ -	\$ -	\$ 17,539	\$ 3,741	\$ 9,677	\$ 5,424	\$ -	\$ 60,275
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-
Attorney	523	1,925	811	2,515	1,017	139	1,123	704	1,841	983	-	-	11,580
Annual Audit	-	-	-	-	3,200	-	-	-	-	-	-	-	3,200
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	-	36,667
Information Technology	150	150	150	150	150	150	150	150	150	150	150	-	1,650
Website Maintenance	100	100	100	100	100	100	100	100	100	100	100	-	1,100
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	1	-	-	-	-	46	12	2	1	-	-	-	61
Insurance General Liability	5,200	-	-	-	-	-	-	-	-	-	-	-	5,200
Printing & Binding	-	3	2	-	-	-	-	17	-	4	-	-	25
Legal Advertising	-	-	220	85	-	-	-	-	655	-	-	-	959
Other Current Charges	38	38	38	39	70	71	74	56	166	147	143	-	881
Office Supplies	0	-	-	-	-	-	-	0	0	-	-	-	0
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 9,520	\$ 5,549	\$ 4,654	\$ 6,222	\$ 7,870	\$ 3,839	\$ 4,792	\$ 4,362	\$ 6,246	\$ 4,717	\$ 3,726	\$ -	\$ 61,498
Excess (Deficiency) of Revenues over Expenditures	\$ (9,520)	\$ (5,549)	\$ 9,029	\$ 3,987	\$ (7,870)	\$ (3,839)	\$ (4,792)	\$ 13,177	\$ (2,505)	\$ 4,961	\$ 1,698	\$ -	\$ (1,224)
Net Change in Fund Balance	\$ (9,520)	\$ (5,549)	\$ 9,029	\$ 3,987	\$ (7,870)	\$ (3,839)	\$ (4,792)	\$ 13,177	\$ (2,505)	\$ 4,961	\$ 1,698	\$ -	\$ (1,224)

Bella Tara

Community Development District

Long Term Debt Report

Series 2025 (Assessment Area One), Special Assessment Revenue Bonds

Interest Rate:	\$885,000	5.00%
Maturity Date:		5/1/2030
Interest Rate:	\$5,870,000	5.875%
Maturity Date:		5/1/2045
Interest Rate:	\$9,245,000	6.125%
Maturity Date:		5/1/2056
Reserve Fund Definition	Lesser of: (i) Max Annual Debt Service (ii) 125% of average annual DSR (iii) 10% of Original proceeds	
Reserve Fund Requirement		\$1,157,575
Reserve Fund Balance		1,157,575
Bonds Issuance:		\$16,000,000
Less: Principal Payment - 5/1/25		\$0

Current Bonds Outstanding	\$16,000,000
----------------------------------	---------------------

Series 2025 (Master Infrastructure), Special Assessment Revenue Bonds

Interest Rate:	6.50%
Maturity Date:	5/1/2056
Reserve Fund Definition	Max Annual Debt Service
Reserve Fund Requirement	\$911,513
Reserve Fund Balance	911,513
Bonds Issuance:	\$12,000,000
Less: Principal Payment - 5/1/25	\$0

Current Bonds Outstanding	\$12,000,000
----------------------------------	---------------------

SECTION 2

Bella Tara

Community Development District

Funding Request #27

July 22, 2025

PAYEE		GENERAL FUND	
1	GMS-Central Florida, LLC Inv# 24 - Mgmt Fees & Expenses (Jul 25)	\$	3,586.93
2	Kutak Rock, LLP Inv# 3582657 - Attorneys Fees (May 25)	\$	704.00
3	Orlando Sentinel Inv# 118636617000 - Notice of Public Hearing	\$	654.50
TOTAL		\$	4,945.43

(1) All Capital Related expenses will be reimbursed upon the issuance of Bonds.

Please make check payable to:

Bella Tara Community Development District
5385 N Nob Hill Road
Sunrise, FL 33351

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 24**Invoice Date:** 7/1/25**Due Date:** 7/1/25**Case:****P.O. Number:****Bill To:**

Bella Tara
219 E Livingston St
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees		3,333.33	3,333.33
Website Administration		100.00	100.00
Information Technology		150.00	150.00
Copies		3.60	3.60
Total			\$3,586.93
Payments/Credits			\$0.00
Balance Due			\$3,586.93

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

June 20, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3582657

Client Matter No. 40123-1

Notification Email: eftgroup@kutakrock.com

Bella Tara Community Development District
Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3582657

40123-1

Re: General Counsel

For Professional Legal Services Rendered

05/07/25	J. Earlywine	0.20	66.00	Email regarding petitioner's agreement and interlocal
05/07/25	K. Ibarra	0.10	22.00	Review fully executed petitioner's agreement
05/12/25	K. Ibarra	0.10	22.00	Review execution of petitioner's agreement
05/14/25	J. Earlywine	0.20	66.00	Email regarding title block
05/15/25	J. Earlywine	0.30	99.00	Conference call regarding project status; follow-up
05/17/25	J. Earlywine	0.20	66.00	Review status of first amendment to interlocal; email regarding same
05/18/25	J. Earlywine	0.50	165.00	Review draft plat and prepare comments regarding plat; email regarding same
05/19/25	J. Earlywine	0.40	132.00	Review draft agenda and open items; email regarding same; emails regarding plat language
05/22/25	J. Earlywine	0.20	66.00	Confer with Board Supervisor regarding interlocal changes
TOTAL HOURS		2.20		

KUTAK ROCK LLP

Bella Tara CDD

June 20, 2025

Client Matter No. 40123-1

Invoice No. 3582657

Page 2

TOTAL FOR SERVICES RENDERED

\$704.00

TOTAL CURRENT AMOUNT DUE

\$704.00

Invoice Details

Billed Account Name: Bella Tara Cdd
Billed Account Number: CU80170639
Invoice Number: 118636617000
Invoice Amount: \$654.50
Billing Period: 06/09/25 - 06/15/25
Due Date: 07/15/25



INVOICE

Page 1 of 2

Invoice Details

Date	Invoice Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
06/05/25	OSC118636617	Classified Listings, Online BTA BOS Budget 062425				654.50
06/12/25		Notice 7823805				

RECEIVED

JUN 24 2025

GMS-CF, LLC

Invoice Total: \$654.50

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
654.50	0.00	0.00	0.00	0.00	0.00

Please detach and return this portion with your payment.

Remittance Section

Billed Period: 06/09/25 - 06/15/25
Billed Account Name: Bella Tara Cdd
Billed Account Number: CU80170639
Invoice Number: 118636617000

Return Service Requested

1518000086



BELLA TARA CDD
STACIE VANDERBILT
219 E LIVINGSTON ST
ORLANDO FL 32801-1508

For questions regarding this billing, or change of address notification, please contact Customer Care:

Orlando Sentinel
PO Box 8023
Willoughby, OH 44096



Orlando Sentinel

MEDIA GROUP

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:

Bella Tara CDD - CU80170639
219 E Livingston St
Orlando, FL 32801

Bill To:

Bella Tara CDD - CU80170639
219 E Livingston St
Orlando, FL 32801

**State Of Florida
County Of Orange**

Before the undersigned authority personally
appeared
Rose Williams, who on oath says that he or
she is a duly authorized representative of the
ORLANDO SENTINEL, a DAILY
newspaper published in ORANGE County,
Florida; that the attached copy of
advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in
the issues of, or by publication on the
newspaper's website, if authorized on Jun 05,
2025; Jun 12, 2025.

Affiant further says that the newspaper
complies with all legal requirements for
publication in Chapter 50, Florida Statutes.



Signature of Affiant

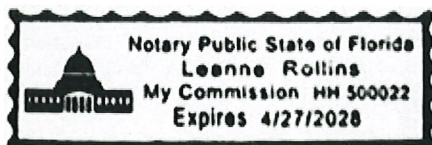
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 13 day of June, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7823805

**BELLA TARA
COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2026
PROPOSED BUDGET(S); AND
NOTICE OF REGULAR BOARD OF
SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Bella Tara Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: June 24, 2025

TIME: 1:00 P.M.

LOCATION:

West Osceola Branch Library
305 Campus Street
Celebration, Florida 34747

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget"). A Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Government Management Services, 219 E. Livingston St., Orlando, Florida 32801, (407) 841-5524 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://bellataracdd.com/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
Governmental Management Services –
Central Florida, LLC
District Manager

7823805

6/5, 6/12/2025

7823805

Bella Tara

Community Development District

Funding Request #28

August 26, 2025

PAYEE		GENERAL FUND	
1	GMS-Central Florida, LLC Inv# 26 - Mgmt Fees & Expenses (Aug 25)	\$	3,583.33
2	Kutak Rock, LLP Inv# 3597100 - Attorneys Fees (Jun 25)	\$	1,840.85
TOTAL		\$	5,424.18

(1) All Capital Related expenses will be reimbursed upon the issuance of Bonds.

Please make check payable to:

Bella Tara Community Development District
5385 N Nob Hill Road
Sunrise, FL 33351

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 26**Invoice Date:** 8/1/25**Due Date:** 8/1/25**Case:****P.O. Number:****Bill To:**

Bella Tara
219 E Livingston St
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees		3,333.33	3,333.33
Website Administration		100.00	100.00
Information Technology		150.00	150.00
		Total	\$3,583.33
		Payments/Credits	\$0.00
		Balance Due	\$3,583.33

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

July 21, 2025

Bella Tara Community Development District
Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3597100

Client Matter No. 40123-1

Notification Email: efigroup@kutakrock.com

Invoice No. 3597100
40123-1

Re: General Counsel

For Professional Legal Services Rendered

06/02/25	K. Ibarra	0.10	22.00	Review and organize district files
06/05/25	J. Earlywine	1.70	561.00	Conferences with Perry and Harrison regarding escrow account and interlocal agreement; revise interlocal agreement; email regarding same
06/09/25	J. Earlywine	0.20	66.00	Revise interlocal; email regarding same
06/15/25	J. Earlywine	1.20	396.00	Review draft plat and provide comments; email regarding same
06/18/25	K. Ibarra	0.40	88.00	Record first amendment to interlocal agreement and petitioner's agreement
06/23/25	K. Ibarra	0.50	110.00	Review recorded petitioner's agreement and first amendment to interlocal agreement; correspondence with district manager regarding same; prepare assignment of petitioner's agreement
06/24/25	J. Earlywine	0.40	132.00	Prepare for and attend Board meeting; follow-up; prepare budget funding agreement; email regarding same

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

KUTAK ROCK LLP

Bella Tara CDD

July 21, 2025

Client Matter No. 40123-1

Invoice No. 3597100

Page 2

06/26/25	K. Ibarra	0.20	44.00	Record assignment of petitioner's agreement
06/26/25	A. Ligas	0.30	79.50	Prepare change order; correspond with contractor regarding the same
06/30/25	K. Ibarra	0.20	44.00	Review recorded assignment of petitioner's agreement

TOTAL HOURS 5.20

TOTAL FOR SERVICES RENDERED \$1,542.50

DISBURSEMENTS

Filing and Court Fees 298.35

TOTAL DISBURSEMENTS 298.35

TOTAL CURRENT AMOUNT DUE \$1,840.85

UNPAID INVOICES:

May 22, 2025	Invoice No. 3568184	1,122.95
June 20, 2025	Invoice No. 3582657	704.00

TOTAL DUE \$3,667.80

Bella Tara

Community Development District

Funding Request #29

September 23, 2025

PAYEE		GENERAL FUND	
1	Egis Insurance and Risk Advisors Inv# 28909 - Insurance FY2026	\$	5,512.00
2	GMS-Central Florida, LLC Inv# 27 - Mgmt Fees & Expenses (Sep 25)	\$	3,583.33
3	Kutak Rock, LLP Inv# 3624701 - Attorneys Fees (Jul 25)	\$	983.00
4	Osecola News Gazette Inv# 79F1C7AF-0016	\$	89.03
TOTAL		\$	10,167.36

(1) All Capital Related expenses will be reimbursed upon the issuance of Bonds.

Please make check payable to:

Bella Tara Community Development District
5385 N Nob Hill Road
Sunrise, FL 33351



INVOICE

Customer	Bella Tara Community Development District
Acct #	1391
Date	08/25/2025
Customer Service	Kristina Rudez
Page	1 of 1

Bella Tara Community Development District
c/o GMS
219 E Livingston St.
Orlando, FL 32801

Payment Information	
Invoice Summary	\$ 5,512.00
Payment Amount	
Payment for:	Invoice#28909
1001251082	

Thank You

Please detach and return with payment



Customer: Bella Tara Community Development District

Invoice	Effective	Transaction	Description	Amount
28909	10/01/2025	Renew policy	Policy #1001251082 10/01/2025-10/01/2026 Florida Insurance Alliance GL,POL,EPLI,HNO - Renew policy Due Date: 8/25/2025	5,512.00

Please Remit Payment To:
 Egis Insurance and Risk Advisors
 P.O. Box 748555

Total
\$ 5,512.00

Thank You

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349
 TO PAY VIA ACH: Accretive Global Insurance Services LLC
 Routing ACH: 121000358 Account: 1291776914

Remit Payment To: Egis Insurance Advisors	(321)233-9939	Date
P.O. Box 748555		08/25/2025
Atlanta, GA 30374-8555	accounting@egisadvisors.com	

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

September 9, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3624701

Client Matter No. 40123-1

Notification Email: eftgroup@kutakrock.com

Bella Tara Community Development District
Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3624701
40123-1

Re: General Counsel

For Professional Legal Services Rendered

07/01/25	K. Ibarra	0.10	22.00	Correspondence with county regarding assignment of petitioner's agreement
07/07/25	A. Ligas	0.10	26.50	Prepare final district records
07/10/25	J. Earlywine	0.20	66.00	Conference call regarding project status
07/15/25	A. Ligas	0.10	26.50	Prepare change order; correspond with engineer regarding the same
07/21/25	J. Earlywine	0.30	99.00	Conferences with Perry and Straley Firm regarding bond status; email regarding same
07/22/25	J. Earlywine	0.30	99.00	Email regarding direct purchase; review TIP document
07/24/25	J. Earlywine	0.20	66.00	Email regarding public records request
07/25/25	A. Ligas	0.20	53.00	Prepare documents for public records request
07/28/25	A. Ligas	0.20	53.00	Prepare documents for public records request

KUTAK ROCK LLP

Bella Tara CDD

September 9, 2025

Client Matter No. 40123-1

Invoice No. 3624701

Page 2

07/31/25	B. Davenport	1.60	472.00	Research relevant statutes, administrative rules, and tax advisory opinions regarding the tax-exempt status of materials purchased and delivered in connection with a utilities project
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TOTAL HOURS	3.30
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TOTAL FOR SERVICES RENDERED	\$983.00
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TOTAL CURRENT AMOUNT DUE	<u>\$983.00</u>
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Osceola News- Gazette
222 Church Street

Kissimmee, FL 34741
help.column.us

Bill to
Bella Tara CDD

Invoice number 79F1C7AF-0016
Notice ID lAtQffQuqAKT9YJ3w2RO
Publisher Osceola News-Gazette
Date of issue Sep 15, 2025
Date due Oct 15, 2025
Amount due **\$89.03**

Description	Qty	Unit price	Amount
09/18/2025: Legal and Public Notice Notice	1	80.94	80.94

=== Notes ===

Notice Name: BELLA TARA CDD*Fiscal Year 2026

=== How to pay this invoice ===

Column Software PBC accepts online payment via credit or debit card, or ACH bank transfers. Please click here to pay online:

<https://www.column.us/invoices/kyDkbZV7xfSpNXMpoKxN/pay>

Please note that, once paid, the merchant name on your billing statements will be Column Software PBC.

Select organizations may also pay via check. Checks will result in processing delays and should not be used if your notice requires upfront payment. Please pay the exact amount due, write your invoice number 79F1C7AF-0016 on the memo, include a printed copy of your Invoice PDF, make the check payable to Osceola News- Gazette, and mail to the address above.

Subtotal \$80.94

Tax 0.00

Processing Fee 8.09

Amount due **\$89.03**

Pay here: <https://www.column.us/invoices/kyDkbZV7xfSpNXMpoKxN/pay>

Questions? Visit help.column.us

79F1C7AF-0016 - Page 1 of 1